

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



Head Office-2
Department of Information Technology
7th Floor, 3 & 4 DD Block, Sector -1
Salt Lake, Kolkata-700 064

RFP Ref. No: DIT/BPR&BTD/OA/5044/2019-20 Date: 22.01.2020

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 Implementation of SSOCT (Security System for Online Card Transactions) i.e. Two factor authentication of e-commerce transactions. It should not be reused or copied or used either partially or fully in any form.

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Bid Control Sheet

Tender Reference	RFP Ref No: DIT/BPR&BTD/OA/5044/2019-20 Date: 22/01/2020
Cost of Tender documents	Rs.10,000/- (Rupees Ten Thousand Only)
Date of issue of RFP	22/01/2020
Earnest Money Deposit (EMD)	Rs.10,00,000/- (Rupees Ten Lakhs only)
Date of commencement of sale of tender document	22/01/2020
Last date for submitting queries for the Pre-bid Meeting	29/01/2020
Pre-Bid meeting / Venue	03/02/2020 at 03:30 PM at Head Office – 2, Department of Information Technology 5th Floor, Conference Room, 3 & 4 DD Block, Sector – 1, Salt Lake, Kolkata-700 064
Last Date and Time for receipts of tender bids	18/02/2020 at 04:00 PM
Opening of technical bids	18/02/2020 at 04:30 PM
Opening of commercial Bid (Indicative)	Will be informed subsequently to technically qualified bidders.
Address of Communication	Head Office – 2, Department of Information Technology 5th Floor, 3 & 4 DD Block, Sector – 1, Salt Lake, Kolkata – 700 064.
Email address	hodit.proc@ucobank.co.in
Bids to be submitted	Tender box placed at: UCO BANK, Head Office – 2, Department of Information Technology, 5th Floor, 3 & 4 DD Block, Sector – 1, Salt Lake, Kolkata – 700 064.

Note: Bids will be opened in presence of the bidders' representatives (maximum two representatives per bidder) who choose to attend. In case the specified date of submission & opening of Bids is declared a holiday in West Bengal under the NI act, the bids will be received till the specified time on next working day and will be opened at 04:30 PM. UCO Bank is not responsible for non-receipt of responses to RFP within the specified date and time due to any reason including postal holidays or delays. Any bid received after specified date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the specified date & time for submission of bids. No bidder shall be allowed to withdraw the bid.

PART – I

1. Introduction

UCO Bank, a body corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 10, B.T.M. Sarani, Kolkata-700001, India, and its Department of Information Technology at 3 & 4, DD Block, Sector-1, Salt Lake, Kolkata - 700064, hereinafter called "the Bank", is one of the leading public sector Banks in India having more than 3000+ Domestic Branches, four Overseas Branches two each at Singapore & Hong Kong Centres and 2300+ ATMs (including Biometric enabled ATMs), spread all over the country. All the branches of the Bank are CBS enabled through Finacle (Ver. 7.0.25) as a Core Banking Solution. Bank is having tie up with Visa & NPCI and distributes VISA and RuPay enabled debit cards to the customers. Bank has also installed some machines for cash deposit, cheque deposit and passbook printing. The existing Cash Deposit kiosks, Cheque Deposit Machines and Self-Service Passbook Printing Kiosks are directly integrated with Bank's Core Banking System.

2. Overview

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

The bidder should provide the required hardware, software, communication equipment, bandwidth / Network link etc. for the successful implementation of the proposed solution. In future, if there is any change in Euronet DC / DR location change, the selected bidder has to make necessary connectivity & migration accordingly, without any additional cost to the Bank. The address of Bank's present switch Data Centre is "Euronet Services India Pvt. Ltd, C/o Reliance Communication Ltd, Euronet

Cage, SH-1, 1st Floor, IDC-1, Dhirubhai Ambani Knowledge City, Koparkhairane, Thane Belapur Road, Navi-Mumbai, Maharashtra, India-400709". The address of Bank's Switch Disaster Recovery is "Euronet Services India Pvt. Ltd, C/o Netmagic Solutions Pvt Ltd, Euronet Cage, Server Hall 1, 1st Floor, No 67, P.H.Road, Velappan Chavadi, Chennai, Tamilnadu, India-600077.

3. Eligibility Criteria

Only those Bidders, who fulfil all the following eligibility criteria, should respond to this RFP. Offers received from bidders who do not fulfil any one of the following eligibility criteria are liable to be rejected.

Sl. No.	Criteria	Proof of documents to be submitted
1	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.	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)).
2	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.	Undertaking / Power of Attorney (PoA) 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. 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).
3	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.	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
4	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.	consecutive financial years i.e. 2016-2017, 2017-2018 and 2018-2019.
5	Bidder / OEM should have implemented and continuing the proposed solution and services for SSOCT system for VISA and RuPay cards in any of the Public Sector Bank / Private Bank in India for last two years.	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.
6	The hosted solution offered by the bidder should be PCI-DSS and PA-DSS certified and bidder must submit the proof of audit certificates in that respect. However, solution should have undergone third party penetration testing/ vulnerability assessment and ethical hacking test.	Necessary updated certificate in this regards should be enclosed.
7	Bidder should have experience of migration from existing system and having support for VISA/RuPay cards to new system.	Bidder must submit the certificate of such migration along with the bid document.
8	The OEM / OSD products offered in this RFP have been deployed and running successfully in at least one Public Sector Bank / Private Bank.	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.
9	Bidder should not have been debarred / black-listed by any Bank or RBI or any other regulatory authority or Financial Institution in India as on date of submission of RFP.	Self-declaration to that effect on company letter head.
10	Bidder should submit an Undertaking regarding compliance of all Laws, Rules, Regulations, By-Laws, Guidelines, Notifications, etc.	Documentary evidence as per Annexure – H.
11	The service provider should ensure that there are no proceedings / inquiries / investigations have commenced /	Declaration in the letterhead of the service provider's company to that effect.

pending against service provider by any statutory or regulatory agencies which may result in liquidation of company / firm and / or deterrent on continuity of business.	
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Note: In this tender process authorized representative / distributor / dealer in India on behalf of Principal OEM (Original Equipment Manufacturer) or Principal OEM itself can bid but both cannot bid for the same tender. In such case only the OEM bid will be accepted. If an agent / distributor submits bid on behalf of the Principal OEM, the same agent / distributor shall not submit a bid on behalf of another Principal OEM in the same tender for the same item or product.

The service provider must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Documentary Evidence for compliance to each of the eligibility criteria must be enclosed along with the bid together with references. Undertaking for subsequent submission of any of the required document will not be entertained under any circumstances. However, UCO BANK reserves the right to seek clarifications on the documents submitted. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the service provider.

4. Projection

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

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.**

PART – II

1. Invitation for Bids

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 evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at the Bank's discretion.

2. Due Diligence

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

3. Tender Document Fee

A complete set of tender document for **“RFP for Implementation of SSOCT (Security System for Online Card Transactions) i.e. Two Factor Authentication of e-commerce transactions”** can be obtained from the following address during office hours on all working days on submission of a written application. The tender document may also be downloaded from the bank's official website www.ucobank.com. The bidder participating in the RFP is required to submit a non-refundable fee of **Rs. 10,000.00/- (Rupees Ten Thousand only)** in the form of Demand Draft or Banker's Cheque or through NEFT in favor of UCO BANK, payable at Kolkata, at the time of submission of the technical bid, failing which the bid of the concerned bidder will be rejected. The bidder has to provide the Bank with the UTR no. generated after the NEFT (hard copy of the receipt generated should be submitted along with the bid documents), failing which the bid of the concerned bidder will not be accepted.

The details of the Bank account for submission of Tender Fee are given below:

- **Account Number – 18700210000755**
- **Account Name – M/s H O DIT**
- **Type of Account – Current**
- **Branch – DD Block, Salt Lake branch**
- **IFSC – UCBA0001870**

4. Earnest Money Deposit

The Bidder(s) must submit Earnest Money Deposit in the form of Bank Guarantee valid for a period of 6 months together with a claim period of 30 days in favor of UCO Bank payable at Kolkata (as per the format prescribed in Annexure – D) for the amount mentioned below:

Particulars of Job to be undertaken	EMD
RFP for Implementation of SSOCT (Security System for Online Card Transactions) i.e., Two Factor Authentication of e-Commerce transactions	Rs. 10,00,000/-

Non-submission of Earnest Money Deposit will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned to them on completion of the procurement process without any interest thereon. The EMD of successful bidder(s) will be returned to them on submission of Performance Bank Guarantee (s) either at the time of or before the execution of Service Level Agreement (SLA).

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

- a. If the bidder withdraws the bid during the period of bid validity (180 days from the date of opening of bid).
- b. If the bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or
- c. The selected bidder withdraws his tender before furnishing on the unconditional and irrevocable Performance Bank Guarantee.
- d. The bidder violates any of the provisions of the terms and conditions of this tender specification.
- e. In case of the successful bidder, if the bidder fails:
 - To sign the contract in the form and manner to the satisfaction of UCO BANK
 - To furnish Performance Bank Guarantee in the form and manner to the satisfaction of UCO BANK either at the time of or before the execution of Service Level Agreement (SLA).

The Earnest Money Deposit will not bear any interest and this amount shall be forfeited in the event of any evasion, avoidance, refusal or delay on the part of bidder to sign and execute the Purchase Order / Service Level Agreements or any other documents, as may be required by the Bank, if the bid is accepted.

In case of bidders registered with NSIC under Single Point Registration Scheme, they are exempted from the submission of EMD and the Tender Cost / Fee. A valid certificate in this regard issued by NSIC has to be submitted.

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

5. Rejection of the Bid

The Bid is liable to be rejected if:

- a. The document doesn't bear signature and stamp of the authorized person on each page of the bid.
- b. It is received through E-mail.
- c. It is received after expiry of the due date and time stipulated for bid submission.
- d. Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids/ deviation of terms & conditions or scope of work/ incorrect information in bid / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP) are liable for rejection.
- e. Bidder should comply with all the points mentioned in the RFP. Non-compliance of any point will lead to rejection of the bid.
- f. Any form of canvassing/lobbying/influence/query regarding short listing, status etc., will not be entertained and could be a reason for disqualification.
- g. Non-submission of Pre Contract Integrity Pact as per the format given in Annexure – O.

6. Pre Bid Meeting

The queries for the Pre-bid Meeting should reach us in writing or by email on or before the date mentioned in the Bid Control Sheet by e-mail to hodit.proc@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 on the Bank's web site. No individual correspondence will be accepted in this regard.

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

7. Modification and Withdrawal of Bids

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

8. Information Provided

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

9. Clarification of Offer

To assist in the scrutiny, evaluation and comparison of offers/bids, UCO Bank may, at its sole discretion, ask some or all bidders for clarification of their offer/bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of UCO Bank in this regard shall be final, conclusive and binding on the bidder. The request for clarification from any of the bidders by the Bank does not indicate any commitment on the bid being acceptable by the Bank.

10. Late Bids

Any bid received by the Bank after the deadline (Date and Time mentioned in Bid Details table / Pre Bid / subsequent addenda / corrigenda) for submission of bids will be rejected and / or returned unopened to the bidder.

11. Issue of Corrigendum

At any time prior to the last date of receipt of bids, Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by a Corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP and all bidders are required to comply with such corrigendum.

12. 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.

13. 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 is incurred because of any negligence, omission,

default, lack of care or misrepresentation on the part of Bank or any of its officers, employees, contractors, agents, or advisers.

14. Selection Process

Technically qualified bidder with the lowest price (indicative) quote based on TCO as quoted in Annexure – T, will be considered as the L1 bidder.

15. MSME

As per recommendations of GOI, Bank has decided to waive off EMD and tender cost for MSME entrepreneurs.

- i. Exemption from submission of EMD and Tender Fee / Cost shall be given to bidders who are Micro, Small & Medium Enterprises (MSME) and registered under provisions of the Policy i.e. registration with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIC) or Coir Board or National Small Industries Commission (NSIC) or directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME. Bids received without EMD and tender cost from bidders not having valid NSIC registered documents for exemption will not be considered.
- ii. To qualify for EMD & Tender Fee / Cost exemption, Concerns recognized by **Department of Industrial Policy & Promotion (DIPP)** and MSME registered firms should necessarily enclose a valid copy of registration certificate/relevant certificate which is valid on last date of submission of the tender documents. MSME firms who are in the process of obtaining registration will not be considered for EMD & Tender Fee / Cost exemption. (Traders are excluded who are engaged in trading activity without value addition / branding / packing. In such a case they will have to submit EMD and Tender Cost).
- iii. MSME bidder has to submit a self-declaration accepting that if they are awarded the contract and they fail to sign the contract or to submit a Performance Bank Guarantee before the deadline defined by the Bank, they will be suspended for a period of three years from being eligible to submit bids for contracts with the Bank.
- iv. An MSE unit will not get any purchase preference over any other MSE unit.
- v. Bids received without EMD for bidders not having valid NSIC/DIPP registered documents for exemption will not be considered. However, Performance Bank Guarantee has to be submitted by the bidder under any circumstance.

16. 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.

17. No Legal Relationship

There will be no binding legal relationship between any of the Recipients / Respondents and the Bank until the execution of a contractual agreement.

18. Cancellation of Tender Process

- a. UCO Bank reserves the right to cancel the tender process partly or fully at its sole discretion at any stage without assigning any reason or informing any of the participating bidders.
- b. The bidder shall indemnify UCO Bank and keep indemnified against any loss or damage that UCO Bank may sustain on account of any violation of patents, trademark etc., by the vendor in respect of the products supplied and/or services offered.

19. Corrupt and Fraudulent Practices

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

"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.

20. Non Transferrable Offer

This Request for Proposal (RFP) is not transferable. Only the bidder who has purchased this document in its name or submitted the necessary RFP price (for downloaded RFP) will be eligible for participation in the evaluation process. The purchase order issued to the successful bidder is also not-transferable.

21. Address for Communication

Offers / bids should be sent to the address given in bid control sheet.

22. Period of Bid Validity

Bids shall remain valid for 180 (One Hundred and Eighty) days after the date of opening of bids prescribed by UCO BANK. UCO BANK holds the rights to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence. In exceptional circumstances, UCO BANK may solicit the Bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The Bid Security provided shall also be suitably extended. A bidder acceding to the request will neither be required nor be permitted to modify its bid. A bidder may refuse the request without forfeiting its bid security. In any case the bid security of the bidders will be returned after completion of the process.

23. No Commitment to Accept Lowest or Any Bid

UCO Bank shall be under no obligation to accept the lowest or any other offer received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. UCO Bank reserves the right to make any changes in the terms and conditions of purchase. UCO Bank will not be obliged to meet and have discussions with any vendor, and or to consider any representations once their offer/bid is rejected.

24. Signing of the Bid

The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested and stamped. In the case of a body corporate, the bid shall be signed by the person duly authorized by the Board of Directors / Competent Authority of the bidder or one having the Power of Attorney to sign being supported by internal corporate authorizations. **Power of Attorney (POA) / Authorization letter in this regard should be enclosed along with the bid document.**

25. Other Terms and Conditions of the RFP

- a. Cost of preparation and submission of bid document:** The bidder shall bear all costs for the preparation and submission of the bid. UCO Bank shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.

- b. The Bank reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to the bidder. The Bank further reserves the right to reject any or all offers or cancel the whole tendering process due to change in its business requirement.
- c. **Response of the Bid:** The Bidder should comply all the terms and conditions of RFP.
- d. UCO Bank has the right to re-issue tender/bid. Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the bidder.

26. Errors and Omissions

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

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.

28. 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.

29. RFP Response Validity Period

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

30. 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.

31. Erasures or Alterations

The Bid should contain no alterations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections should be duly stamped and initialed / authenticated by the person/(s) signing the Bid.

32. Clarifications on and Amendments to the RFP Document

Prospective bidders may seek clarification on the RFP document by letter/fax/e-mail till the date mentioned in the bid control sheet. Further, at least 7 days' time prior to the last date for bid-submission, the Bank may, for any reason, whether at its own initiative or in response to clarification(s) sought from prospective bidders, modify the RFP contents by amendment. Clarification /Amendment, if any, will be notified on Bank's website and will be binding on the bidders.

33. Language of Bids

The bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the Bank shall be in English language only.

34. 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 certified by Company Secretary along with Power of Attorney duly stamped, authorizing an official or officials of the bidder to discuss, sign agreements/contracts with the Bank, raise invoice and accept payments and also to correspond. **The Bidder shall provide proof of signature identification for the above purposes as required by the Bank.**

35. Submission of offer – Three Bid System

UCO Bank will follow Three Bid System i.e. Separate Eligibility Bid – containing Eligibility Information, Tender Fee, Earnest Money Deposit in the form of Bank Guarantee OR certificate from Ministry of MSME/DIPP (wherever required) and Pre Contract Integrity Pact (as per Annexure – O), Technical Bid – containing Technical Information and Commercial Bid (indicative) – containing Price Information along with the soft copies duly sealed and super-scribed as –

- RFP for Implementation of SSOCT (Security System for Online Card Transactions) i.e., Two Factor Authentication of e-Commerce transactions {Eligibility Bid}
- RFP for Implementation of SSOCT (Security System for Online Card Transactions) i.e., Two Factor Authentication of e-Commerce transactions {Technical Bid}
- RFP for Implementation of SSOCT (Security System for Online Card Transactions) i.e., Two Factor Authentication of e-Commerce transactions {Commercial Bid}, as per the format prescribed in Annexures respectively should be put in a single

sealed outer cover duly sealed and super-scribed as – RFP for Implementation of SSOCT (Security System for Online Card Transactions) i.e., Two Factor Authentication of e-Commerce transactions as per the bid details given in the RFP.

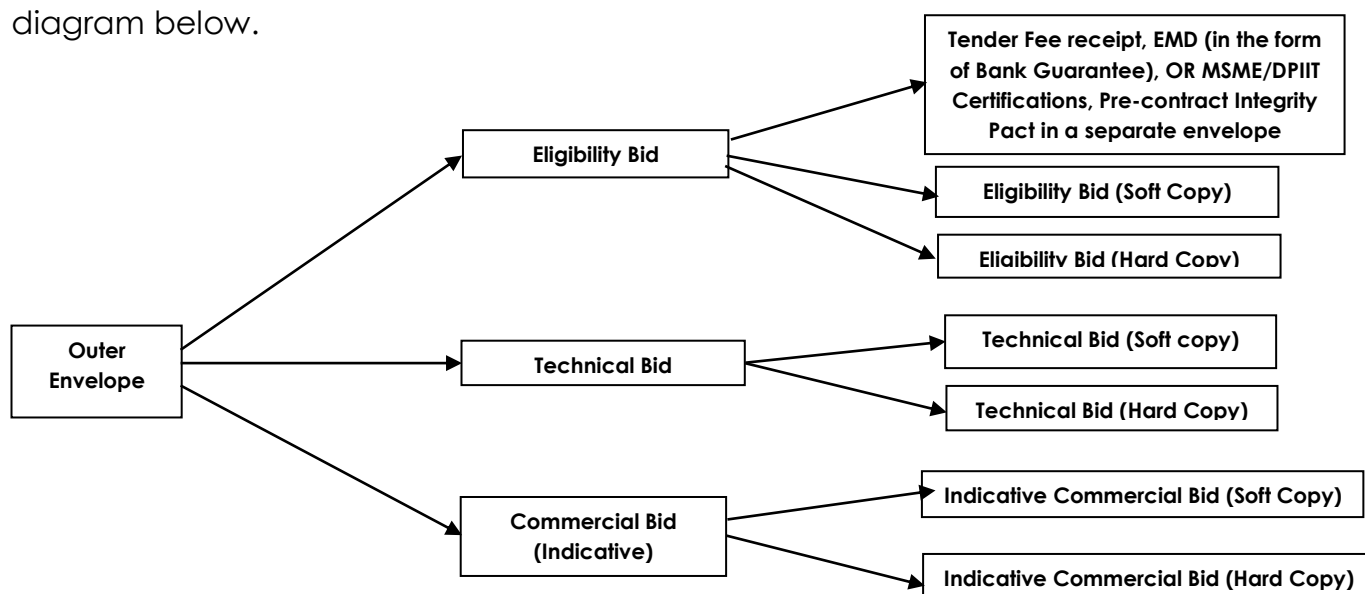
Eligibility evaluation would be completed first followed by Technical & Functional evaluation. Thereafter, Price Information (indicative Commercial Bid) of the eligible & technically qualified bidders will be opened and Lowest Bidder (L1) will be selected based on the Total Amount quoted in the commercial bid (indicative). The bids (along with soft copy preferably in non-optical drives) shall be dropped/submitted at UCO Bank's address given in Bid Control Sheet Table, on or before the date specified therein.

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

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

The Eligibility and Technical Offers should be complete in all respects and contain all information asked for, in the exact format of eligibility and technical specifications given in the RFP, except prices along with the Tender Fee, Earnest Money Deposit in the form of Bank Guarantee and the Pre Contract Integrity Pact on a non-judicial stamp paper of requisite value (**as per Annexure – O**). Tender Offer forwarding letter prescribed in **Annexure – A** should be submitted with the Eligibility / Technical Offer. The Eligibility and Technical offers must not contain any price information. UCO BANK, at its sole discretion, may not evaluate Eligibility or Technical Offer in case of non-submission or partial submission of eligibility or technical details. Any decision of UCO BANK in this regard shall be final, conclusive and binding on the bidder. The Technical bid should have **documentary proof in support of Eligibility Criteria and Annexures**.

The envelopes should contain separately the documents in the order mentioned in the diagram below.



The indicative Commercial Offer (Hard Copy) should contain all relevant price information as per **Annexure – T**.

The entire RFP, Pre-bid responses along with all the Addenda and Corrigenda should be stamped & signed by the authorized signatory of the participating bidder and to be submitted to the Bank with all other documents as part of the Eligibility bid.

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

Note:

- i. If the outer cover / envelop are not sealed & super-scribed as required, the Bank will assume no responsibility for bid documents misplacement or premature opening.
- ii. 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.
- iii. If any inner cover / envelope of a bid are found to contain Eligibility/ Technical & indicative Commercial Bids together then that bid will be rejected summarily.
- iv. If any outer envelope is found to contain only the eligibility bid or technical bid or indicative commercial bid, it will be treated as incomplete and that bid will be liable for rejection.
- v. If indicative commercial bid is not submitted in a separate sealed envelope duly marked as mentioned above, this will constitute grounds for declaring the bid non-responsive.
- vi. 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.
- vii. The Bank reserves the right to modify any terms, conditions or specifications of this request for submission of offer and to obtain revised Bids from the bidders with regard to such changes, if any, at any time prior to completion of evaluation of technical / eligibility bids from the participating bidders. 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.
- viii. Canvassing of any kind will be a disqualification and the Bank may decide to cancel the bidder from its empanelment.

PART – III

There would be a three (3) stage evaluation process. The Stages are:

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

The Eligibility Criteria would be evaluated first for the participating bidders. The bidders, who qualify all Eligibility Criteria as mentioned above, will be shortlisted for the Technical bid evaluation. A detailed technical evaluation would be undertaken for eligible bidders who would be shortlisted for indicative commercial opening. In the third stage, the indicative commercial bids of the eligible and technically qualified bidders would be opened and evaluated.

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

The bidder with the lowest indicative commercial quote will be declared L1.

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 contract period that appropriately meets the requirements of the Bank.

Eligibility & Technical Evaluation

The Bank will evaluate the technical response of the bidders who are found eligible as per the eligibility criteria mentioned in the RFP.

Bidders satisfying eligibility criteria will be thoroughly evaluated by the Bank on compliance of Technical Specifications / Requirements / Scope of Work of the desired solution. Only bidders meeting all of the Technical Specifications / Requirements / Scope of Work, as defined in the RFP document will be evaluated further. Bidders are expected to submit detailed documentary evidence for all services provided by their solution specifically the ones included in the Technical Specifications / Requirements / Scope of Work.

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

RFP Technical bid evaluation methodology that UCO Bank would adopt is given below:

- i. The technical requirement is in the form of a table which are given as **Annexure – R (i) and Annexure – R (ii) for scope of work compliance** containing the required functionality features.
- ii. The bidders should provide their response to the questionnaire in the column “Response”.
- iii. The Response should be as per the table below.

Scale	Description
S	Standard: Required features readily available and to be provided by the bidder.
C	Customization Required: The bidder will provide the customisation within the time schedule of the Implementation of the solution at no extra cost to the Bank.

Basis for evaluation:

- i) Each line item in the functional and technical requirement mentioned in **Annexure – R (i)** and scope of Work Compliance in **Annexure – R (ii)** carries a maximum of 10 marks.
- ii) Marks will be allotted against the responses to each of the point mentioned as per the following marking pattern:

Scale	Description
10	S – Standard feature
5	C – Customization required.

Note: The customization should be completed within 4 weeks of Purchase Order.

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

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

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

The bidder needs to achieve a cut-off score of **75%** marks in order to become eligible for indicative Commercial evaluation.

Non-compliance of any point in scope of work and technical requirements as per Annexure – R (i) and (ii) will lead to rejection from the further evaluation process. After technical evaluation, the indicative commercial bids of only those bidders declared as technically qualified will be opened.

Commercial Evaluation

The envelope containing the indicative Commercial offers of only those Bidders, who are short-listed after technical evaluation, would be opened. The format for quoting indicative commercial bid set out in **Annexure – T**. The indicative commercial offer should consist of comprehensive Cost for required solution. Bidder must provide detailed cost breakdown, for each and every category mentioned in the commercial bid. The indicative commercial evaluation will take into account with the following factors:

- a. The Bill of Material must be attached in Technical Bid as well as indicative Commercial Bid. The format will be identical for both Technical Bid and indicative Commercial Bid, except that the Technical bid should not contain any price information (with Prices masked). Technical bid without masked Bill of Materials will be liable for rejection. Any deviations from the Bill of Material / non-submission of prices as per the format shall make the bid liable for rejection.
- b. The L1 bidder will be selected on the basis of the total amount quoted for the proposed solution quoted by them as per indicative commercial bid mentioned in Annexure – T.
- c. The optimized TCO (Total Cost of Ownership) identified in the indicative commercial bid would be the basis of the entire outflow of the Bank for undertaking the scope of work.
- d. In case there is a variation between numbers and words, the value mentioned in words will/may be considered.

Reverse Auction

The Bidder who's Price Bid (indicative) has not been rejected / disqualified by the Bank will be asked to participate in the Reverse Auction, which will be conducted for determining the L1 vendor. 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.

Short Listing

The evaluation will take into account the following factors:

- i. The Bank will consider the TCO over a Three-year period starting from the date of going live in production. Any further infrastructure or hardware (electrical components) required to meet the performance criteria of the Bank as stated in the RFP, during the tenure of the project, would be at the cost of the Bidder.
- 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.

The resubmissions can be requested by the Bank in the following two manners:

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

The Bank can repeat this normalization process at every stage of bid submission or till the Bank is satisfied. The shortlisted bidder/s have to agree that they have no reservation or objection to the normalization process and all the technically short listed bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The shortlisted bidder/s, by submitting the response to this RFP, agrees to the process and conditions of the normalization process.

- iii. 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.
- iv. The OEM needs to provide per transaction costs for projected volume of transactions and accordingly would be considered for the TCO purposes.
- v. 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. However, for the purposes of payment and finalization of the contract, the value of the lowest bid would be used.

PART – IV

Scope of work

1. All the said components of the proposed solution should operate efficiently and such components are expected to have, but not limited to, the functionalities as listed below.
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.
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.
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.
5. 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.
6. **The selected bidder should allow Bank / Any statutory body's representatives to conduct Inspection/Audit at their premises as per Bank's requirement.**
7. **The proposed solution should be compatible with e-mandate features through Bank's Debit Card (without any additional cost to the Bank).**
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.
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.
10. The bidder will be single point of contact and needs to coordinate with the Bank's CBS team and switch vendor and concerned payment card brand, if necessary, for implementing the project. Bank intends to have this solution in hosted model (ASP basis). It would be the responsibility of the bidder to coordinate with ATM switch vendor for carrying out any changes, if required, at switch level to support the secure authentication.
11. 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.

- 12.** The selected bidder has to provide website enrolment for cardholder to register for the program and to provide enrolment option during first time online use of debit card.
- 13.** The registration should be based on the card number, expiry date and ATM PIN to authenticate the card holder and on successful authentication, should allow the card holder to set his 3D Secure Password. The solution should support use of ATM PIN verification mechanism to authenticate UCO Bank Cardholder during enrolment and capture user chosen password for subsequent e-Commerce purchase. OTP (One time Password) to be sent to cardholder for new registration & Subsequent Transactions.
- 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 transactions needs to be authenticated by an OTP sent to the customer's registered mobile number.
- 15.** 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 validity period should be configurable.
- 16.** Mobiles numbers will be stored at the Bank's end and will be used by the bidder's application for sending OTP/ Password or both for 1st time registration. Mobile number and card number may be stored by vendor for the subsequent issue of OTP for transactions after authorisation from Bank.
- 17.** The solution should have the facility to upload securely Mobile Nos. through the portal provided to Bank.
- 18.** OTP has to be deactivated when used once within the validity and also if it has not been used. The cardholder has to be issued a different OTP which is not the OTP that was generated before.
- 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.
- 20.** 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 cardholder, marking a card for re-registration, etc.
- 21.** The selected bidder should provide on-line Real Time Administration facility to the Bank to view & download the Reports. The solution should provide Reports which is to be customized as per mutually agreed formats. Bank should have real time access to transactional and customer data also.
- 22.** The selected bidder should provide 24X7 helpdesk support to Bank through phone and over e-mail for enquiring about the details of transactions or any other support (example: card blocking/unblocking, manual registration, etc.). The selected bidder has to share the escalation matrix with the Bank.

23. The solution should allow the administrator to monitor critical activities like – user addition, user profile changes, and parameter / configuration changes and also should be capable of triggering alerts for the same. Additionally, it should also monitor all user activities on regular basis and alerts should be triggered on any deviation.
24. The solution's administrator interface should accept the changes on four eye principle i.e., maker & checker.
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.
26. The bidder should ensure that the solution complies with the mandates released by interchanges such as Visa, MasterCard, and NPCI etc. and mandates set by Reserve Bank of India (RBI).
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.
28. The bidder needs to establish network connectivity through leased lines (minimum 512 Kbps) to maintain the uptime. In case of failure, the connectivity should also have a backup, from a network service provider who is different from the one providing the primary link. The cost for such connectivity from the bidders centre to the Bank's switch has to be borne by the bidder. A team should be earmarked for monitoring of the links 24 X 7 X 365 at Bidder's NOC (Network Operation Centre). In case Bank **migrates/changes** the ATM switch, the selected bidder has to change the network connectivity without any additional cost to Bank. The bidder shall be responsible for monitoring these network/devices. The bidder shall ensure that sufficient bandwidth is available to handle the transactions. Bidder should provide following enrolment mechanism:
- PIN based for debit cards
 - Card Number and Account Number extract
 - Mass enrolment (Bank pre registers customers offline)
 - Enrolment through Bank's website
 - Enrolment during shopping
 - Any other mechanism as desired by the Bank
29. The bidder shall do proactive monitoring and do capacity planning at regular intervals and arrange for upgrade of infrastructure. However, there should not be any cost to the Bank for application software or network upgrade.
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.
31. 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 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.

- 32.** Selected bidder has to complete the integration with Banks existing/future systems and features, not limited to the following:
 - Banks existing ATM switch or any other switch in future (including Credit Card, virtual card & Pre-Paid Card, etc.)
- 33.** The selected bidder should migrate the data of existing card holders registered for Verified by VISA & RuPay Pay secure from the Bank's existing service provider without any additional cost to the Bank.
- 34.** The bidder should ensure that the security and integrity of the data being migrated is maintained and no data loss occurs.
- 35.** The cost for migration / integration from the Bank's existing service provider shall be borne by the selected Bidder.
- 36.** Selected bidder has to provide training about the system & its functionality.
- 37.** Selected bidder should have overall responsibility for quality of the project including all vendor deliverables and interactions with the Bank project team during all phases.
- 38.** The selected bidder has to provide Access Control Server (ACS) and Registration Server for customer enrolment and authentication.
- 39.** The selected bidder has to deploy the application as well as servers required for implementing the solution on real time basis at bidder's secure processing centre.
- 40.** To provide all integration and implementation support for connectivity and data transfers between the Bank or Bank's authorized site serviced by third party and the bidder's service centre
- 41.** Bidder will implement on-going software maintenance updates including card network & RBI / NPCI / any other statutory bodies mandated updates and changes throughout the contract period without any additional cost to Bank.
- 42.** Currently the solution should be provided for VISA & RuPay Debit Cards. However, during the contract period the bidder has to provide the solution for any type of Debit/Credit/Pre-Paid/Virtual card without any additional integration cost to Bank. Bank will make payment of per transaction cost only.
- 43.** The service provider must agree to maintain the system performance standard as described by the payment card brand.
- 44.** Bidder will provide all third party hardware, software and secure network infrastructure, certification, etc.
- 45.** Cardholder should be able to register himself through profile website & ADS.
- 46.** Selected Service providers may setup velocity checks and other limits for the card not present transactions as per Bank's requirement.
- 47.** Cardholder should be able to carry registration and card not present transactions using all make & model of mobile or mobile app.

48. The system should support sending OTP on card holders registered e-mail ID. The email has to be sent through Bank's e-mail gateway. Selected bidder has to integrate its solution with Bank's e-mail gateway without any additional cost to Bank.
49. The system should have capability to configure the minimum amount after which the OTP will be mandatory for authentication.
50. The solution should support storing of the card & other authentication details once and use the same in future while carrying the transactions.
51. The registration should be done separately or at the time of transaction.
52. The selected bidder has to provide the entire solution to UCO Bank with the same per transaction cost. However in future Bank may add/remove some other entities into its fold and the bidder has to provide similar solution with the same per transaction cost.
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.
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.
55. In future, if Bank requires the implementation of the product solution in any of the Bank's sponsored RRB's, then accordingly, the selected bidder should implement the same and the payment will be done by the Bank's sponsored respective RRB's as per the per transaction cost of the indicative commercial format as mentioned in **Annexure – T**.
56. Selected bidder has to implement the solution, in which the URL's provided for the registered customers should be compatible with all types of mobiles.
57. The bidder/OEM should have 24*7 customer support centre in India to provide support to Bank's team as well as customers from the proposed solution.
58. The selected bidder should provide facility of enabling and disabling of debit cards on-line / e-commerce transaction facilities.

PART – V

1. Order details

The LOI/purchase order will be placed by Head Office-2, BPR & BTD department in the name of selected bidder as per requirement. The payment will be made by Head Office-2, BPR & BTD and the Performance Bank Guarantee for order will be required to be submitted in the same office.

2. Schedule of Implementation

The selected bidder 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.

3. Adoption of Integrity Pact

UCO Bank has adopted practice of Integrity Pact (IP) as per CVC guidelines. The Integrity Pact essentially envisages an agreement between the prospective vendors / bidders / sellers, who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. In case of bids for the purchase of Goods, Services, and Consultancy etc., not accompanied with signed IP by the bidders along with the technical bid, the offers shall be summarily rejected. The essential ingredients of the Pact include:

- i. Promise on the part of the principal not to seek or accept any benefit, which is not legally available.
- ii. Principal to treat all bidders with equity and reason
- iii. Promise on the part of bidders not to offer any benefit to the employees of the Principal not available legally
- iv. Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contract, etc.
- v. Bidders not to pass any information provided by the Principal as part of business relationship to others and not to commit any offence under PC/IPC Act.
- vi. Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
- vii. Bidders have to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. IP shall cover all phases of contract i.e., from the stage of Notice Inviting

Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warrantee/guarantee. Format of IP is attached as **Annexure – O** for strict compliance.

All pages of Integrity Pact (IP) must be signed and stamped. Integrity Pact (IP) should be deposited with Procurement or concerned Department undertaken procurement at the address mentioned along with RFP document.

4. Preliminary Scrutiny

UCO Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether all the necessary information supported by documentary evidences are submitted as per prescribed method. Offers not meeting the prescribed guidelines and or with incorrect information or not supported by documentary evidence, wherever called for, would summarily be rejected. However, UCO Bank, at its sole discretion, may waive any minor non-conformity or any minor irregularity in an offer which may not have impact on the final solution. UCO Bank reserves the right for such waivers and this shall be binding on all vendors.

5. Single Point of Contact

The selected bidder shall appoint a single point of contact, with whom Bank will deal, for any activity pertaining to the requirements of this RFP. The selected Bidder shall provide support services which include installation of servers by providing onsite support on next business day, response and resolution at Kolkata during contract period after the acceptance of the hardware and software. In case of any failure of Hard Disk or any other components during the warranty period then the Bidder shall replace such components immediately.

6. Independent External Monitor (s)

The following Independent External Monitors (IEMs) have been appointed by UCO Bank, who will review independently and objectively, whether and to what extent parties have complied with their obligation under the pact.

- i. Shri S. R. Raman
1A-121, Kalpataru Gardens
Near East-West Flyover
Kandivali East, Mumbai - 400101
E-mail:- raman1952@gmail.com
- ii. Ms. Vijayalakshmi R Iyer
Flat No. – 1402, Barberry Towers,
Nahar Amrit Shakti,
Chandivali, Powai, Mumbai – 400072

The Bank has appointed Independent Monitors (hereinafter referred to as Monitors) for the Integrity Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors given in the Pre Contract Integrity Pact) to be submitted by the bidder as per Annexure – O.

The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

- a. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- b. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- c. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- d. The bidder (s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- e. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties/The parties will offer to the Monitor the option to participate in such meetings.
- f. The Monitor will submit a written report to the designated Authority of Bank within 8 to 10 weeks from the date of reference or intimation to him by the Bank and should the occasion arise, submit proposals for correcting problematic situations.

7. Performance Bank Guarantee

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.**

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.

8. Delivery, Installation and commissioning

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

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.
- b.** The Bank shall not be liable nor responsible for collection and / or payment of any such taxes, duties, fines, penalties etc., by whatever name called, that are due and payable by bidder, under the local, state and/ or central laws, rules and /or regulations as may be prevalent and as amended from time to time.
- c.** Nothing contained herein shall prevent the Bank from deducting taxes deductible at source as required by any law/s or regulation/s. Bidder shall be responsible to report any non-receipt of certificate of taxes deducted at source within ninety (90) days of deduction of such taxes at source by the Bank to bidder. The Bank will not issue any duplicate certificate for deduction of taxes at source unless such request is made within ninety (90) days of the closure of the financial year.
- d.** Bidder shall co-operate fully in the defence of any claim/s by any local, state or union authorities against The Bank with respect to any taxes and/or duties due and payable by bidder and /or individuals assigned by bidder under this agreement. Without limiting the generality of the foregoing bidder shall upon request by The Bank, give to The Bank all documents, evidences in a form satisfactory to The Bank to defend such claim/s. Any claims filed against The Bank, the cost to be borne by the selected bidder.

10. Confidentiality and Secrecy

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.

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

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

- **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.

11. Award of Contract

The bidder who qualifies in the technical evaluation and scoring will qualify for commercial evaluation. The bidder whose bid has been determined to be responsive and who quotes the lowest price (indicative) will be treated as L1 Bidder. Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the bidder(s).

12. Price

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.

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 payment in single lot separately.

Terms of Payment will be as under:

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

Payment will be released by the Bank after deduction of applicable taxes at source of the agreed payment to the bidder (for which contract will be executed) in stages on completion of the activities as per the phases defined in the scope of services under the RFP. Further, it may be noted that the criteria mentioned above is only for the purpose of effecting agreed price payment.

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

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

The Payment will be made for all the transactions processed by the selected bidder.

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.

14. Paying Authority

The payments for the transaction related to UCO Bank as per the Payment Schedule covered hereinabove shall be paid by BPR & Business Transaction Department, UCO Bank, Head Office-2. However, Payment of the Bills would be payable, on receipt of necessary documents/data & clarification from the selected bidder.

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.

15. Cancellation of Contract & Realization of Compensation

The bank reserves the right to cancel the order placed on the selected bidder and realize compensation on the following circumstances:

- 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.
- ii. The bidder goes into liquidation voluntarily or otherwise.
- iii. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the order.
- iv. The progress regarding execution of the order accepted made by the vendor is found to be unsatisfactory.
- v. If deductions on account of liquidated damages exceed more than 10% of the total order price.
- 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.
- 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.
- 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.
- ix. Non-compliance of the scope of the job.
- x. Repetitive failure of the deployed personnel to perform the job to the satisfaction of the bank.

xi. On the events of data piracy / privacy / system failures / security failures.

16. Notices

- a. Notice or other communications given or required to be given under the contract shall be in writing and shall be hand-delivered with acknowledgement thereof, or transmitted by pre-paid registered post or courier.
- b. Any notice or other communications shall be deemed to have been validly given on date of delivery if hand-delivered & if sent by registered post than on the expiration of seven days from the date of posting.
- c. The purchase order is being sent in duplicate. Please acknowledge the same and return one copy to us duly signed by you in token of having accepted the purchase order.

17. Compliance with Laws

- a. The selected service provider hereto agrees that it shall comply with Labour Laws and all applicable union, state and local laws, ordinances, regulations, CVC / RBI guidelines / statutory requirements and codes in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required at no additional cost to the Bank.
- b. The selected service provider has represented that their company holds all valid, licenses/registrations as may be required under the laws prevalent from time to time, in particular but not limited to, The Contract Labor (Abolition and Regulation Act) and other labor laws. The service provider shall ensure that all such registrations/licenses where required, are kept valid and subsisting throughout the term of this agreement.

If at any time during the term of this Agreement, if UCO Bank is informed or information comes to its attention that the selected service provider is or may be in violation of any terms and conditions mutually agreed between the UCO Bank and the service provider, which proves to be unsatisfactory to the UCO Bank, then the UCO Bank shall be entitled to terminate this Agreement by giving not less than one month notice in writing.

18. Uptime

The bidder shall guarantee monthly uptime of 99.9% for all systems including OTP generation system, which shall be calculated on monthly basis. The 'Uptime' is equal to total contracted hours in a month less Downtime. The 'Downtime' is the time between the time of report by the Bank and/or its representative or agent VISA/NPCI or vendor itself has observed and time of restoration of service within the contracted hours. 'Restoration' is the condition when the selected bidder demonstrates that the solution is in working order and the Bank acknowledges the same. For SLA purpose a month will be treated as 30 days. If the bidder fails to maintain guaranteed uptime of 99.9% on monthly basis, Bank shall impose penalty. If the uptime is **below 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.

Following will be excluded while calculating the down time:

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

Uptime Requirement and Penalty Charges

The Bank expects **99.98%** or above uptime at site/s to be calculated on monthly basis. However, any deviation from the same shall invite penalty as under:

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

Note:

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

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

Maximum cap on penalty on above shall be 10% per month. In addition to above Bank may invoke the Performance Bank Guarantee (PBG) and may cancel the order. The penalty amount will be deducted from PBG or annual rental amount.

19. Penalty

- The Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.
- If any act or failure by the bidder under the agreement results in failure or inoperability of systems **including loss /disclosure of Bank's data** and if the Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.

- Bank may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of Bidder.
- The Bank shall implement all penalty clauses after giving due notice to the bidder.
- If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.
- SLA violation will attract penalties.
- In case any complaint registered by the cardholder at Bank and forwarded to the Bidder, remains unresolved/ open beyond 24 hours, solely on account of inaction by the selected Bidder, a penalty of Rs. 1,000/- (Rupees One thousand only) per instance per day will be levied from the 2nd day, besides recovery of the damages suffered by the Bank, if any, due to such action.
- The successful bidder(s) to ensure the above mentioned uptime to be calculated on monthly basis. In case the Vendor fails to meet the required uptime, 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.
- 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.

20. Liquidated Damage

Notwithstanding Bank's right to cancel the order, liquidated damages at 1% (One percent) of the **undelivered portion (any lapses in end to end implementation and migration)** of the TCO (Total Cost of Ownership) per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the total cost of ownership. Liquidated damages will be calculated per week basis.

If the selected Bidder fails to provide any of the services after starting of operations, as per the terms of this RFP, the Bank shall be entitled to charge penalty / liquidated damages @ 2% of the monthly bill, per week or part thereof.

The Bank reserves its right to recover these amounts by any mode including adjusting from any payments to be made by the Bank to the Bidder or from the performance

Bank Guarantee. Bank may invoke the Bank Guarantee for further delay in delivery & migration.

If the selected Bidder fails to complete the due performance of the contract in accordance to the specification and conditions of the bid document, the Bank reverses the right either to cancel the entire order placed on the selected bidder or to accept performance already made by the bidder. The Bank reserves the right to invoke the Performance Bank Guarantee submitted by the bidder.

Liquidated Damage is not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility / onus 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.

21. 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 maybe 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.

22. Contract Period

The Period of contract is initially **for 3 years** from the date of issuance of 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.

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.

The selected bidder is required to enter into a Service Level Agreement (SLA), the format whereof is to be supplied by the Bank.

23. 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.

24. 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 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 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.

25. Order Cancellation

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

- Delay in commissioning / implementation / testing beyond the specified period.
- Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process.
- In case of cancellation of order, any payments made by the Bank to the Vendor would necessarily have to be returned to the Bank, further the Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid.
- Vendor should be liable under this section if the contract/ purchase order has been cancelled in case sum total of penalties and deliveries equal to exceed 10% of the TCO.

26. Indemnity

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

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

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

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

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

27. Publicity

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

28. 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.

29. 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.

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.

31. Resolution of Disputes

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:

- a. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- b. The matter will be referred for negotiation between General Manager (IT Department) of UCO BANK and the Authorized Official of the selected bidder. The matter shall then be resolved between them and the agreed course of action shall be documented within a further period of 15 days.

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

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

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

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

32. 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 favourable 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.

33. Termination for Convenience

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.

34. Consequences of Termination

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 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.

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

Nothing herein shall restrict the right of UCO Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity

and pursue such other rights and/or remedies that may be available to UCO Bank under law or otherwise.

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

35. Signing of Contract

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.

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.

The selected bidder will also sign a Non-Disclosure Agreement and Deed of Indemnity with the Bank on a format prescribed by the Bank.

36. Technical Inspection and Performance Evaluation

UCO Bank reserves its right to carry out a technical inspection and performance evaluation (bench-marking) of the offered item(s). Bank may instruct eligible bidders to make technical presentation at Bank's Head Office, Kolkata for the proposed solution / service. Bidders will have to make such presentation at their own cost.

37. Verification

UCO Bank reserves the right to verify any or all statements made by the vendor in the Bid document and to inspect the vendor's facilities, if necessary, to establish to its satisfaction about the vendor's capacity to perform the job.

38. Termination

UCO BANK reserves the right to cancel the work/purchase order or terminate the SLA by giving 90 (ninety) days' prior notice in writing and recover damages, costs and expenses etc., incurred by Bank under the following circumstances: -

- a)** The selected bidder commits a breach of any of the terms and conditions of this RFP or the SLA to be executed between the Bank and the selected Bidder.
- b)** The selected bidder goes into liquidation, voluntarily or otherwise.
- c)** The selected bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.

- d) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- e) The selected bidder fails to complete the assignment as per the time lines prescribed in the Work Order/SLA and the extension, if any allowed.
- f) Deductions on account of liquidated damages exceed more than 10% of the total work order.
- g) In case the selected bidder fails to deliver the resources as stipulated in the delivery schedule, UCO BANK reserves the right to procure the same or similar resources from alternate sources at the risk, cost and responsibility of the selected bidder.
- h) After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, UCO BANK reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which UCO BANK may have to incur in executing the balance contract. This clause is applicable, if the contract is cancelled for any reason, whatsoever.
- i) UCO BANK reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder, including the adjustment of pending bills and/or invoking the Performance Bank Guarantee under this contract.

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

39. Compliance With Applicable Laws of India

The selected bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

All the employees/operator deployed by the vendor for the digitization activity must comply with government's rules and regulations like minimum wages act, Provident fund and ESIC facility standard. (Proof of compliance and labour license needs to be submitted along with the quotation).

This indemnification is only a remedy for the Bank. The vendor is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities

suffered by the bank arising out of claims made by its customers and/or regulatory authorities.

The selected bidder confirms to Bank that it complies with all Central, State, Municipal laws and local laws and rules and regulations and shall undertake to observe, adhere to, abide by, comply with and notify Bank about compliance with all laws in force including Information Technology Act 2000, or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and for all purposes of this Contract, and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its officers / staff / personnel / representatives / agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc. as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation / Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate Bank and its employees/officers/staff/personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

40. Termination for Insolvency

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

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.

42. Dispute Resolution Mechanism

- 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:
 - 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.

- 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 documented within a further period of 15 days.
- 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.
- 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.
- 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 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.
- 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.

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.

44. 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).

45. Intellectual Right of Property

- a. The Selected bidder shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the supplier shall be fully responsible for, including all expenses of the court and legal fees.
- b. The Selected bidder shall, at their own expense, defend and indemnify the Bank against all third party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.
- c. The Bank will give notice to the Selected bidder of any such claim without delay, provide reasonable assistance to the Supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim

46. Limitation of Liability

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

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

To

**The Deputy General Manager
DIT, BPR & BTD
UCO Bank, Head Office
5th Floor, 3 & 4 DD Block, Sector – 1,
Salt Lake, Kolkata – 700064.**

Dear Sir,

Sub: Your RFP for Implementation of SSOCT (Security System for Online Card Transactions) i.e. Two Factor Authentication of e-Commerce transactions vide RFP Ref No.: DIT/BPR & BTD/OA/5044/2019-20 Date: 22/01/2020

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

In the event of acceptance of our Technical as well as Commercial Bids by the Bank we undertake to commence Procurement of mobile security Solution as per the terms & conditions of your purchase orders.

In the event of our selection by the bank for undertaking the mentioned services, we will submit a Performance Guarantee for a sum equivalent to 10% of the project cost for a period of three years effective from the month of execution of Service Level Agreement in favour of UCO Bank.

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

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

We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive. We enclose the following Demand draft(s)/Bank Guarantee:

1. DD No. xxxx Dated for Rs. 10,000/- (Rupees Ten Thousand Only) as Cost of RFP Document &
2. BG No. xxxx Dated for Rs. 10,00,000/- (Rupees Ten Lakhs Only) as EMD.

Dated this day of 2020

Signature:

(In the Capacity of) Duly authorized to sign the tender offer for and on behalf of

Sub: Your RFP for Implementation of SSOC (Security System for Online Card Transactions) i.e. Two Factor Authentication of e-Commerce transactions vide RFP Ref No.: DIT/BPR & BTDOA/5044/2019-20 Date: 22/01/2020

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

	2016-17	2017-18	2018-19
Net Worth			
Turnover			
Net Profit (Profit After Tax)			

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 implementation of similar orders

Sl. No.	Name of Organization	Description of application	Period during which installed (last 2 Years)	
			From	To

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

Place: **Authorized Signatory**

Date: **Name:**

Designation:

(Letter to be submitted by the OSD on firm's official letter head)

Original Solution / Software Developer Authorisation form (OSDF)

To
Deputy General Manager
DIT, BPR & BTD
UCO Bank, Head Office,
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata – 700064.

Dear Sir,

Sub: Your RFP for Implementation of SSOC (Security System for Online Card Transactions) i.e. Two Factor Authentication of e-Commerce transactions vide RFP Ref No.: DIT/BPR & BTD/OA/5044/2019-20 Date: 22.01.2020

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

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

Yours Faithfully
Authorized Signatory
(Name:
Designation:
Phone No:
E_mail:)

Format of Bank Guarantee (EMD)

To
The Deputy General Manager
DIT, BPR&BTD
UCO BANK, Head Office,
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 SSOCT (Security System for Online Card Transactions) i.e. Two Factor Authentication of e-Commerce transactions**, M/s _____ having their registered office at _____ (hereinafter called the 'Bidder') wish to respond to the said Request for Proposal (RFP) and submit the proposal for Selection of bidder for **Implementation of SSOCT (Security System for Online Card Transactions) i.e. Two Factor Authentication of e-Commerce transactions** and to provide related services as listed in the RFP document.

Whereas the 'Bidder' has submitted the proposal in response to RFP, we, the _____ Bank having our head office _____ hereby irrevocably guarantee an amount of Rs. 10,00,000/- (Rupees Ten lakhs 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 lakhs without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/ enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any Demand made by UCO Bank which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed Rs.10,00,000/- (Rupees Ten Lakhs only).
2. This Bank Guarantee will be valid up to _____; and
3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before _____.

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

Yours faithfully,

For and on behalf of

_____ Bank.

Authorized 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).

Sub: Your RFP for Implementation of SSOC (Security System for Online Card Transactions) i.e. Two Factor Authentication of e-Commerce transactions vide RFP Ref No.: DIT/BPR & BTDOA/5044/2019-20 Date: 22/01/2020

PROFORMA FOR PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with the stamp act)

1. In consideration of UCO BANK, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970, having its head office at 10 BIPLABI TRILOKYA MAHARAJ SARANI (BRABOURNE ROAD), Kolkata-700001 (hereinafter called "UCO BANK") having agreed to exempt **M/s** _____, a Company incorporated under the Companies Act, 1956 having its registered office at (Address of the selected bidder company) (hereinafter called "the said SELECTED BIDDER") from the demand, under the terms and conditions of UCO BANK's purchase order/ Letter of Intent bearing no.dated..... issued to the Selected bidder and an Agreement to be made between UCO Bank and the Selected bidder for a period of In pursuance of Request For Proposal no.....dated....., as modified, (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said SELECTED BIDDER of the Terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(Rupees.....Only).We,.....[indicate the name of the bank ISSUING THE BANK GUARANTEE] (hereinafter referred to as "the Bank") at the request of [SELECTED BIDDER] do hereby undertake to pay to UCO BANK an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by UCO BANK by reason of any breach by the said SELECTED BIDDER of any of the terms or conditions contained in the said Agreement.
2. We [indicate the name of the bank ISSUING THE BANK GUARANTEE] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from UCO BANK stating that the amount claimed is due by way of loss or damage caused to or breach by the said SELECTED BIDDER of any of the terms or conditions contained in the said Agreement or by reason of the SELECTED BIDDER'S failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....
3. We undertake to pay to UCO BANK any money so demanded notwithstanding any dispute or disputes raised by the SELECTED BIDDER 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 SELECTED BIDDER for

payment there under and the SELECTED BIDDER shall have no claim against us for making such payment.

4. We,[indicate the name of the Bank ISSUING THE GUARANTEE] further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BANK under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till UCO BANK certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said SELECTED BIDDER and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before(Expiry of claim period), we shall be discharged from all liabilities under this guarantee thereafter.
5. We [indicate the name of Bank ISSUING THE GUARANTEE] further agree with UCO BANK that UCO BANK shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said SELECTED BIDDER from time to time or to postpone for any time, or from time to time any of the powers exercisable by UCO BANK against the said SELECTED BIDDER 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 SELECTED BIDDER or for any forbearance, act or omission on the part of UCO BANK of any indulgence by UCO BANK to the said SELECTED BIDDER 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 SELECTED BIDDER.
7. We, [indicate the name of Bank ISSUING THE GUARANTEE] lastly undertake not to revoke this guarantee during its currency except with the previous consent of UCO BANK in writing.

Notwithstanding anything contained herein:

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

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

Yours' faithfully,

For and on behalf of

_____ Bank

Authorized Official

NOTE:

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

Sub: Your RFP for Implementation of SSOCT (Security System for Online Card Transactions) i.e. Two Factor Authentication of e-Commerce transactions vide RFP Ref No.: DIT/BPR & BTD/OA/5044/2019-20 Date: 22/01/2020

Undertaking by the bidder

(To be included in Technical & indicative Commercial Bid Envelope)

It is certified that the information furnished here in and as per the document submitted is true and accurate and nothing has been concealed or tampered with.

We have gone through all the conditions of bid and are liable to any punitive action for furnishing false information / documents.

Dated this ____ day of _____ 2020

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

Annexure – G : Undertaking for Non-Blacklisting
Undertaking for Non-Blacklisting / Non-Debarment of the bidder

To
The Deputy General Manager
DIT, BPR & BTD
UCO Bank, Head Office
5th Floor, 3 & 4 DD Block, Sector -1,
Salt Lake, Kolkata -700064

Dear Sir(s),

Sub: RFP for Implementation of SSOCT (Security System for Online Card Transactions)
i.e. Two Factor Authentication of e-Commerce transactions vide RFP Ref No.
DIT/BPR & BTD/OA/5044/2019-20 Date: 22.01.2020

- a. We M/s _____, the undersigned hereby confirm that we have read and understood the eligibility criteria and fulfil the same.
- b. We further confirm that all the information as per requirement of the Bank have been included in our bid.
- c. Further we hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Bank. We understand that any deviation may result in disqualification of our bid.
- d. We have not been blacklisted by any Nationalized Bank/RBI/IBA or any other Government agency/ICAI. No legal action is pending against us for any cause in any legal jurisdiction.
- e. We undertake that adequate number of resources, if required by the Bank, will be deployed for the project to complete the assignment within stipulated time.
- f. (Deviation to the above if any, the Bidder must provide details of such action(s)
 - 1.
 - 2.

(Signature and the capacity of the person duly authorized to sign the bid for and on behalf of)

Place:	Authorized Signatory
Date:	Name:
	Designation:

Annexure – H : Undertaking to abide by all by-laws/rules/regulations

Undertaking to abide by all by-laws / rules / regulations

(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF REQUISITE VALUE)

To
The Deputy General Manager
DIT, BPR & BTD,
UCO Bank, Head Office – II,
5th Floor, 3 & 4 DD Block, Sector – 1
Salt Lake, Kolkata – 700064.

Sub: Declaration-Cum-Undertaking regarding compliance with all statutory requirements

In consideration of UCO Bank, a body corporate, constituted under Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001 (hereinafter referred to as "Bank" which expression shall include its successors and assigns), we, M/s....., having its Registered Office at....., do hereby, having examined the RFP including all Annexure, confirm and agree to comply with all Laws, Rules, Regulations, By-Laws, Guidelines, Notifications etc.

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP Ref No. DIT/BPR & BTD/OA/5044/2019-20 Date: 22.01.2020 including all annexure, addendum, corrigendum and amendments, if any. We certify that the services offered shall be in conformity with the terms & conditions and Scope of Work stipulated in the annexures of the said RFP.

We do also hereby irrevocably and unconditionally agree and undertake to save and keep the Bank, including its respective directors, officers, and employees and keep them harmless from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and any damage caused from and against all suits and other actions that may be instituted taken or preferred against the Bank by whomsoever and all losses, damages, costs, charges and expenses arising out of non-compliance with or non-adherence to any statutory/regulatory requirements and/or any other law for the time being in force.

We also confirm that payment to the engaged employees shall be made in consonance with the Minimum Wages Act in vogue and their duty hours will also be as per applicable labour laws of country.

Dated this _____ day of _____, 20 _____ .

Place:

For M/s.

[Seal and Signature(s) of the Authorized Signatory (s)]

Undertaking Letter on the selected bidder's letterhead for Central Minimum Wages Act & Labour Laws

To
The Deputy General Manager
DIT, BPR & LTD
UCO Bank, Head Office
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata – 700064.

Sir,

Sub: Confirmation for Government Rules relating to Minimum Wages: RFP for Implementation of SSOCT (Security System for Online Card Transactions) i.e. Two Factor Authentication of e-Commerce transactions vide (RFP Ref. No. DIT/BPR & LTD/OA/5044/2019-20 Date: 22.01.2020)

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

In this regard we confirm that the employees engaged by our Company to carryout the services in your bank for the above said contract are paid minimum wages / salaries as stipulated in the Government (Central / State) Minimum Wages / Salaries act in force. All the employees/operator deployed by the selected bidder for the digitization activity must comply with government's rules and regulations like minimum wages act, Provident Fund and ESIC facility standard. We also indemnify the Bank against any action / losses / damages that arise due to action initiated by Commissioner of Labour for non-compliance to the above criteria.

We further authorize the Bank to deduct from the amount payable to the Company under the contract or any other contract of the Company with the Bank if a penalty is imposed by Labour Commissioner towards non-compliance to the "Minimum Wages / Salary stipulated by government in the Act by your company.

(Proof of compliance and labour license needs to be submitted along with the quotation)

Yours faithfully,

Authorized Signatory

Designation

Bidder's corporate name

Place:

Date:

Undertaking Letter on the vendor's letterhead for GST Law

**To
The Deputy General Manager,
DIT, BPR & BTB,
Bank, Head Office,
5th Floor, 3&4, DD Block, Sector-I,
Salt Lake, Kolkata -700064.**

Dear Sir,

Sub: Your RFP for Implementation of SSOC (Security System for Online Card Transactions) i.e. Two Factor Authentication of e-Commerce transactions vide (RFP Ref No. DIT/BPR & BTB/OA/5044/2019-20 Date: 22.01.2020)

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

We, the bidder M/s, hereby agree to comply with all applicable GST Laws including GST Acts, Rules, Regulations, Procedures, Circulars & Instructions thereunder applicable in India from time to time and to ensure that such compliance is done.

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

Undertaking for Price Validity & Acceptance of all terms & conditions of RFP

To
The Deputy General Manager
DIT, BPR & BTD
UCO Bank, Head Office
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata – 700064.

Dear Sir,

**Sub: RFP for Implementation of SSOC (Security System for Online Card Transactions)
i.e. Two Factor Authentication of e-Commerce transactions vide (RFP Ref No.
DIT/BPR & BTD/OA/5044/2019-20 Date: 22.01.2020)**

We understand that Bank is not bound to accept the lowest or any bid received and Bank may reject all or any bid. We shall keep the price valid for the entire contract period from the date of issuance of the first Work order.

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:

Undertaking for No Deviation

To
The Deputy General Manager,
DIT, BPR & BTB,
UCO Bank, Head Office,
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata – 700064.

Dear Sir,

**Sub: RFP for Implementation of SSOC (Security System for Online Card Transactions)
i.e. Two Factor Authentication of e-Commerce transactions vide (RFP Ref No.
DIT/BPR & BTB/OA/5044/2019-20 Date: 22.01.2020)**

Further to our proposal dated, in response to the Request for Proposal (Bank's tender No. hereinafter referred to as "RFP") issued by Bank, 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,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

Certificate from Chartered Accountant (signed & stamped) showing company's financial position in last 3 years (annual turnover, profit / loss, net-worth etc.)

	2016-17	2017-18	2018-19
Turnover			
Profit / Loss			
Net-worth			

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

Annexure – N : Undertaking for Pre-bid Queries format

**Sub: Your 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 & BTDOA/5044/2019-20 Date: 22/01/2020**

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

To be e-mailed in .doc format

Name of the Bidder:

Name of the Contact Person of the Bidder:

Contact Number of the Contact Person:

Email id of the Contact Person:

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

Place:

Authorized Signatory

Date:

Name:

Designation:

PRE CONTRACT INTEGRITY PACT

(To be stamped as per the Stamp Law of the Respective State)

Whereas UCO Bank having its registered office at UCO BANK, a body corporate constituted under the Banking companies (Acquisition & Transfer Act of 1970), as amended by The Banking Laws (Amendment) Act, 1985, having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001 acting through its Department, represented by General Manager / Dy. General Manager hereinafter referred to as the Buyer and the first party, proposes to procure (Name or category of the Equipment, services, etc.) hereinafter referred to as Stores and / or Services.

And

M/s _____ represented by _____ Chief Executive Officer, (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the bidder/seller and the second party, is willing to offer/has offered the Stores and / or Services.

2. Whereas the Bidder/Seller is a private company/public company/ /partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking and registered under Companies Act 1956. Buyer and Bidder/Seller shall hereinafter be individually referred to as –Party or collectively as the –parties, as the context may require.

3. Preamble

Buyer has called for tenders under laid down organizational procedures intending to enter into contract /s for supply / purchase / etc. of _____ and the Bidder /Seller is one amongst several bidders /Proprietary Vendor /Customer Nominated Source/Licenser who has indicated a desire to bid/supply in such tendering process. The Buyer values and takes primary responsibility for values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder (s) and / or Seller(s).

In order to achieve these goals, the Buyer will appoint Independent External Monitor(s) (IEM) in consultation with Central Vigilance Commission, who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

4. Commitments of the Buyer

4.1 The Buyer commits itself to take all measures necessary to prevent corruption and fraudulent practices and to observe the following principles: -

- (i) No employee of the Buyer, personally or through family members, will in connection with the tender, or the execution of a contract demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- (ii) The Buyer will during the tender process treat all Bidder(s) /Seller(s) with equity and reason. The Buyer will in particular, before and during the tender process, provide to all Bidder (s) /Seller(s) the same information and will not provide to any Bidders(s) /Seller(s) confidential /additional information through which the Bidder(s) / Seller(s) could obtain an advantage in relation to the process or the contract execution.
- (iii) The Buyer will exclude from the process all known prejudiced persons.

4.2 If the Buyer obtains information on the conduct of any of its employees which is a criminal offence under the Indian Legislation Prevention of Corruption Act 1988 as amended from time to time or if there be a substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer and in addition can initiate disciplinary action.

5 Commitments of the Bidder(s) /Seller(s):

5.1 The Bidder(s)/ Seller(s) commit itself to take necessary measures to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- (i) The Bidder(s) /Seller(s) will not directly or through any other persons or firm, offer promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage during the tendering or qualification process or during the execution of the contract.
- (ii) The Bidder(s) /Seller(s) will not enter with other Bidders / Sellers into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (iii) The bidder(s) /Seller(s) will not commit any offence under the Indian legislation, Prevention of Corruption Act, 1988 as amended from time to time. Further, the Bidder(s) /Seller(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information constrained or transmitted electronically.
- (iv) The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the

Bidder /Seller shall be held responsible for any violation/breach of the provisions by its sub-supplier(s) /Sub-contractor(s).

5.2 The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the Bidder /Seller shall be held responsible for any violation /breach of the provisions by its sub-supplier(s) /sub-contractor(s).

5.3 The Bidder(s) /Seller(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

5.4 Agents / Agency Commission

The Bidder /Seller confirms and declares to the Buyer that the bidder/Seller is the original manufacturer/authorized distributor / stockiest of original manufacturer or Govt. Sponsored /Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS of the stores and /or Services referred to in this tender / Offer / contract / Work order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the tender / contract / Purchase order to the Seller/Bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller / Bidder agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in anyway incorrect or if at a later stage it is discovered by the Buyer that the Seller incorrect or if at a later stage it is discovered by the Buyer that the Seller/Bidder has engaged any such individual /firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract /Work order, the Seller /Bidder will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFP / Tender for new projects / program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Work order either wholly or in part, without any entitlement of compensation to the Seller /Bidder who shall in such event be liable to refund agents / agency commission payments to the buyer made by the Seller /Bidder along with interest at the rate of 2% per annum above LIBOR (London Inter-Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Work order concluded earlier or later with Buyer.

6. Previous Transgression

6.1 The Bidder /Seller declares that no previous transgressions have occurred in the last three years from the date of signing of this Integrity Pact with any other company in any country conforming to the anti-corruption approach or with any other Public

Sector Enterprise in India that could justify Bidder's /Seller's exclusion from the tender process.

6.2 If the Bidder /Seller makes incorrect statement on this subject, Bidder /Seller can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason without any liability whatsoever on the Buyer.

7. Company Code of Conduct

Bidders /Sellers are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

8. Sanctions for Violation

8.1 If the Bidder(s) /Seller(s), before award or during execution has committed a transgression through a violation of Clause 5, above or in any other form such as to put his reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s) /Seller (s) from the tender process or take action as per the procedure mentioned herein below:

- (i) To disqualify the Bidder /Seller with the tender process and exclusion from future contracts.
- (ii) To debar the Bidder /Seller from entering into any bid from Buyer for a period of two years.
- (iii) To immediately cancel the contract, if already signed /awarded without any liability on the Buyer to compensate the Bidder /Seller for damages, if any. Subject to Clause 5, any lawful payment due to the Bidder/Seller for supplies effected till date of termination would be made in normal course.
- (iv) To encash EMD /Advance Bank Guarantees / Performance Bonds / Warranty Bonds, etc. which may have been furnished by the Bidder /Seller to the extent of the undelivered Stores and / or Services.

8.2 If the Buyer obtains Knowledge of conduct of Bidder /Seller or of an employee or representative or an associate of Bidder /Seller which constitutes corruption, or if the Buyer has substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer.

9. Compensation for Damages

9.1 If the Buyer has disqualified the Bidder(s) /Seller(s) from the tender process prior to the award according to Clause 8, the Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit in case of open tendering.

9.2 If the Buyer has terminated the contract according to Clause 8, or if the Buyer is entitled to terminate the contract according to Clause 8, the Buyer shall be entitled to encash the advance bank guarantee and performance bond / warranty bond, if

furnished by the Bidder / Seller, in order to recover the payments, already made by the Buyer for undelivered Stores and / or Services.

10. Independent External Monitor(s)

10.1 The Buyer has appointed independent External Monitors for this Integrity Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors are given in RFP).

10.2 As soon as the integrity Pact is signed, the Buyer shall provide a copy thereof, along with a brief background of the case to the independent External Monitors.

10.3 The Bidder(s) / Seller(s) if they deem it necessary may furnish any information as relevant to their bid to the Independent External Monitors.

10.4 If any complaint with regard to violation of the IP is received by the buyer in a procurement case, the buyer shall refer the complaint to the Independent External Monitors for their comments / enquiry.

10.5 If the Independent External Monitors need to peruse the records of the buyer in connection with the complaint sent to them by the buyer, the buyer shall make arrangement for such perusal of records by the independent External Monitors.

10.6 The report of enquiry, if any, made by the Independent External Monitors shall be submitted to MD & CEO, UCO Bank, Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001 within 2 weeks, for a final and appropriate decision in the matter keeping in view the provision of this Integrity Pact.

10.7 The word “**Monitor**” would include both singular and plural.

11. Law and Place of Jurisdiction

This Integrity Pact is subject to Indian Laws, and exclusive Jurisdiction of Courts at Kolkata, India or City of Head office of Individual member Bank in India.

12. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceedings.

13. Integrity Pact Duration.

13.1 This Integrity Pact begins when both parties have legally signed it. It expires of order / finalization of contract.

13.2 If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by MD & CEO, UCO Bank.

13.3 Should one or several provisions of this Integrity Pact turn out to be invalid, the reminder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

14 Other Provisions

14.1 Changes and supplements need to be made in writing. Side agreements have not been made.

14.2 The Bidders (s)/ Sellers (s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers its report.

14.3 In view of nature of this Integrity Pact, this Integrity Pact shall not be terminated by any party and will subsist throughout its stated period.

14.4 Nothing contained in this Integrity Pact shall be deemed to assure the bidder / Seller of any success or otherwise in the tendering process.

15. This Integrity Pact is signed with UCO Bank exclusively and hence shall not be treated as precedence for signing of IP with MoD or any other Organization.

16. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

17. The Parties here by sign this Integrity Pact at _____ on _____
(Seller/Bidder) and _____ on _____ (Buyer)

BUYER

Signature:

**Authorized Signatory,
UCO Bank,**

Place:

Date:

Witness 1:

(Name & Address)

BIDDER * /SELLER*

Signature:

Authorized Signatory (*)

Place:

Date:

Witness 2:

(Name & Address)

NON-DISCLOSURE AGREEMENT

(To be executed on non-judicial stamp paper of requisite value)

This Non-Disclosure Agreement is entered into on this day of..... 2020

BETWEEN

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

AND

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

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

WHEREAS the Vendor/Receiving Party is inter alia engaged for **RFP for Implementation of SSOCT (Security System for Online Card Transactions) i.e. Two Factor Authentication of e-Commerce transactions** as per the terms and conditions specified in the RFP Ref No. DIT/BPR&BTD/OA/5044/2019-20 Date: 22.01.2020. The Vendor/Receiving Party would be the single point of contact for this project.

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

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

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

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

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

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

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

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

- a) Restrict disclosure of Confidential Information solely to its concerned employees, agents, advisors, consultants, contractors and /or subcontractors with a need to know and not disclose such proprietary information to any other parties; and
- b) Advise all receiving Party's employees with access to the Confidential Information of the obligation to protect Confidential Information provided hereunder and obtain from agents, advisors, contractors and/or consultants an agreement to be so bound.
- c) Use the Confidential Information provided hereunder only for purposes directly related to the potential business venture.

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

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

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

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

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

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

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

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

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

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

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

8. Breach. In the event the Receiving Party discloses, disseminates or releases any Confidential Information received from the Disclosing Party, except as provided above, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party shall have the right to demand prompt return of all Confidential Information previously provided to the Receiving Party and in such case, the Receiving party shall be bound to return all information within 30 days from the date of such demand. The provisions of this paragraph are in addition to any other legal right or remedies, the Disclosing Party may have under the Law for the time being in force.

9. Arbitration and Equitable Relief.

(a) Arbitration. The Parties shall endeavor to settle any dispute/difference arising out of or relating to this Agreement through consultation and negotiation. In the event no settlement can be reached through such negotiation and consultation, the

Parties agree that such disputes shall be referred to and finally resolved by arbitration under the provisions of the Arbitration and Conciliation Act, 1996 and the rules made thereunder from time to time. The arbitration shall be held at city of Head Office of member Bank. The language used in the arbitral proceedings shall be English. The arbitration proceeding shall be conducted by a panel of three arbitrators, each party shall appoint his own arbitrator and the two appointed arbitrators shall appoint the third arbitrator who shall act as presiding Arbitrator.

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

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

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

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

10. Term. This Agreement may be terminated by either Party giving sixty (60) days' prior written notice to the other Party; provided, however, the obligations to protect the Confidential Information in accordance with this Agreement shall survive for a period of three (3) years from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever).

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

present or future patent claims disclosed hereunder, it shall only be done on the basis of a separate written agreement between them.

12. General Provisions.

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

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

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

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

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

(f) Jurisdiction of Court: All disputes under this Non-Disclosure Agreement are subject to the jurisdiction of Courts at City of Head office of Individual member Bank in India.

(g) Two original sets of Non-Disclosure Agreement are executed and retained by either parties, Bank and _____ (*the selected vendor*)

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

For and on behalf of

.....

Signature: _____

Name: _____

Designation: _____

Date: _____

For and on behalf of

.....

(the selected bidder)

Signature: _____

Name: _____

Designation: _____

Date: _____

Annexure – Q : Eligibility Compliance**Sub: RFP for Implementation of SSOCT (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.****Eligibility Criteria Compliance**

Sl. No.	Criteria	Proof of documents to be submitted	Bidder's Compliance (Yes/No)	Submitted supporting documents
1	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.	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)).		
2	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.	Undertaking / Power of Attorney (PoA) 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. 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).		
3	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	Copy of the audited balance sheet, certificate from the Chartered Accountant (in case of Provisional Balance Sheet)		

	i.e. 2016-2017 & 2017-2018.	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.		
4	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.			
5	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.	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.		
6	The hosted solution offered by the bidder should be PCI-DSS and PA-DSS certified and bidder must submit the proof of audit certificates in that respect. However, solution should have undergone third party penetration testing/ vulnerability assessment and ethical hacking test.	Necessary updated certificate in this regards should be enclosed.		
7	Bidder should have experience of migration from existing system and having support for VISA/RuPay cards to new system.	Bidder must submit the certificate of such migration along with the bid document.		
8	The OEM / OSD products offered in this RFP have been deployed and running successfully in at least one Public Sector Bank / Private Bank.	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		
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		names of clients with Phone no., E-Mail IDs, etc.		
9	Bidder should not have been debarred / black-listed by any Bank or RBI or any other regulatory authority or Financial Institution in India as on date of submission of RFP.	Self-declaration to that effect on company letter head.		
10	Bidder should submit an Undertaking regarding compliance of all Laws, Rules, Regulations, By-Laws, Guidelines, Notifications, etc.	Documentary evidence as per Annexure – H.		
11	The service provider should ensure that there are no proceedings / inquiries / investigations have commenced / pending against service provider by any statutory or regulatory agencies which may result in liquidation of company / firm and / or deterrent on continuity of business.	Declaration in the letterhead of the service provider's company to that effect.		

Note: In this tender process authorized representative / distributor / dealer in India on behalf of Principal OEM (Original Equipment Manufacturer) or Principal OEM itself can bid but both cannot bid for the same tender In such case only the OEM bid will be accepted. If an agent / distributor submits bid on behalf of the Principal OEM, the same agent / distributor shall not submit a bid on behalf of another Principal OEM in the same tender for the same item or product.

The service provider must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Documentary Evidence for compliance to each of the eligibility criteria must be enclosed along with the bid together with references. Undertaking for subsequent submission of any of the required document will not be entertained under any circumstances. However, UCO BANK reserves the right to seek clarifications on the documents submitted. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the service provider.

Place:

Authorized Signatory

Date:

Name:

Designation:

**Sub: RFP for Implementation of SSOCT (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.****Technical Specifications Compliance****Security System for Online Card Transactions**

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

	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.	
13	The solution should be in compliance with RBI/Govt. of India/card payment brand guidelines.	
14	The solution should support session time outs, connection time outs, account locking after number of failed attempts etc. 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.	
15	The solution should have Access Control Server (ACS) and Registration Server for customer enrolment and authentication.	
16	The solution should have required facility to support VISA, Master & RuPay brand cards.	
17	The proposed solution should be compatible with e-mandate features through Bank's Debit Card (without additional cost to the Bank)	

Place:

Signature of Bidder: _____

Date:

Name: _____

Business Address: _____

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

Scale	Description
S	Standard: Required features readily available and to be provided by the bidder.
C	Customization Required: The bidder will provide the customisation within the time schedule of the Implementation of the solution at no extra cost to the Bank.

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

Note: The customization should be completed within 4 weeks of Purchase Order.

Annexure – R : (ii) Scope of Work Compliance

**Sub: RFP for Implementation of SSOCT (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.

Scope of Work Compliance

Sl. No	Details	Bidder's Compliance (Yes/No)
1	All the said components of the proposed solution should operate efficiently and such components are expected to have, but not limited to, the functionalities as listed below.	
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.	
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.	
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.	
5	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.	
6	The selected bidder should allow Bank / Any statutory body's representatives to conduct Inspection/Audit at their premises as per Bank's requirement.	
7	The proposed solution should be compatible with e-mandate features through Bank's Debit Card (without any additional cost to the Bank).	
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.	
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.	
10	The bidder will be single point of contact and needs to coordinate with the Bank's CBS team and switch vendor and concerned payment card brand, if necessary, for implementing the project. Bank intends to have this solution in hosted model (ASP basis). It would be the responsibility of the bidder to coordinate with ATM switch vendor for carrying out any changes, if required, at switch level to support the secure authentication.	
11	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.	
12	The selected bidder has to provide website enrolment for cardholder to register for the program and to provide enrolment option during first time online use of debit card.	
13	The registration should be based on the card number, expiry date and ATM PIN to authenticate the card holder and on successful authentication, should allow the card holder to set his 3D Secure Password. The solution should support use of ATM PIN verification mechanism to authenticate UCO Bank Cardholder during enrolment and capture user chosen password for subsequent e-Commerce purchase. OTP (One time Password) to be sent to cardholder for new registration & Subsequent Transactions.	
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 transactions needs to be authenticated by an OTP sent to the customer's registered mobile number.	
15	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	
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	validity period should be configurable.	
16	Mobiles numbers will be stored at the Bank's end and will be used by the bidder's application for sending OTP/ Password or both for 1 st time registration. Mobile number and card number may be stored by vendor for the subsequent issue of OTP for transactions after authorisation from Bank.	
17	The solution should have the facility to upload securely Mobile Nos. through the portal provided to Bank.	
18	OTP has to be deactivated when used once within the validity and also if it has not been used. The cardholder has to be issued a different OTP which is not the OTP that was generated before.	
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.	
20	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 cardholder, marking a card for re-registration, etc.	
21	The selected bidder should provide on-line Real Time Administration facility to the Bank to view & download the Reports. The solution should provide Reports which is to be customized as per mutually agreed formats. Bank should have real time access to transactional and customer data also.	
22	The selected bidder should provide 24X7 helpdesk support to Bank through phone and over e-mail for enquiring about the details of transactions or any other support (example: card blocking/unblocking, manual registration, etc.). The selected bidder has to share the escalation matrix with the Bank.	
23	The solution should allow the administrator to monitor critical activities like – user addition, user profile changes, and parameter / configuration changes and also should be capable of triggering alerts for the same. Additionally, it should also monitor all user activities on regular basis and alerts should be triggered on any deviation.	
24	The solution's administrator interface should accept the changes on four eye principle i.e., maker & checker.	
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	
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	Bank.	
26	The bidder should ensure that the solution complies with the mandates released by interchanges such as Visa, MasterCard, and NPCI etc. and mandates set by Reserve Bank of India (RBI).	
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.	
28	<p>The bidder needs to establish network connectivity through leased lines (minimum 512 Kbps) to maintain the uptime. In case of failure, the connectivity should also have a backup, from a network service provider who is different from the one providing the primary link. The cost for such connectivity from the bidders centre to the Bank's switch has to be borne by the bidder. A team should be earmarked for monitoring of the links 24 X 7 X 365 at Bidder's NOC (Network Operation Centre). In case Bank migrates/changes the ATM switch, the selected bidder has to change the network connectivity without any additional cost to Bank. The bidder shall be responsible for monitoring these network/devices. The bidder shall ensure that sufficient bandwidth is available to handle the transactions. Bidder should provide following enrolment mechanism:</p> <ul style="list-style-type: none"> ➤ PIN based for debit cards ➤ Card Number and Account Number extract ➤ Mass enrolment (Bank pre registers customers offline) ➤ Enrolment through Bank's website ➤ Enrolment during shopping ➤ Any other mechanism as desired by the Bank 	
29	The bidder shall do proactive monitoring and do capacity planning at regular intervals and arrange for upgrade of infrastructure. However, there should not be any cost to the Bank for application software or network upgrade.	
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.	
31	The bidder shall have to make integration with Bank's SMS	
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	<p>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 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.</p>	
32	<p>Selected bidder has to complete the integration with Banks existing/future systems and features, not limited to the following:</p> <ul style="list-style-type: none"> • Banks existing ATM switch or any other switch in future (including Credit Card, virtual card & Pre-Paid Card, etc.) 	
33	<p>The selected bidder should migrate the data of existing card holders registered for Verified by VISA & RuPay Pay secure from the Bank's existing service provider without any additional cost to the Bank.</p>	
34	<p>The bidder should ensure that the security and integrity of the data being migrated is maintained and no data loss occurs.</p>	
35	<p>The cost for migration / integration from the Bank's existing service provider shall be borne by the selected Bidder.</p>	
36	<p>Selected bidder has to provide training about the system & its functionality.</p>	
37	<p>Selected bidder should have overall responsibility for quality of the project including all vendor deliverables and interactions with the Bank project team during all phases.</p>	
38	<p>The selected bidder has to provide Access Control Server (ACS) and Registration Server for customer enrolment and authentication.</p>	
39	<p>The selected bidder has to deploy the application as well as servers required for implementing the solution on real time basis at bidder's secure processing centre.</p>	
40	<p>To provide all integration and implementation support for connectivity and data transfers between the Bank or Bank's authorized site serviced by third party and the bidder's service centre</p>	
41	<p>Bidder will implement on-going software maintenance updates including card network & RBI / NPCI / any other statutory bodies mandated updates and changes throughout the contract period without any additional</p>	
<p>RFP REF No. DIT/BPR & BTD/OA/5044/2019-20 Date: 22.01.2020 Page 91 of 108</p>		

	cost to Bank.	
42	Currently the solution should be provided for VISA & RuPay Debit Cards. However, during the contract period the bidder has to provide the solution for any type of Debit/Credit/Pre-Paid/Virtual card without any additional integration cost to Bank. Bank will make payment of per transaction cost only.	
43	The service provider must agree to maintain the system performance standard as described by the payment card brand.	
44	Bidder will provide all third party hardware, software and secure network infrastructure, certification, etc.	
45	Cardholder should be able to register himself through profile website & ADS.	
46	Selected Service providers may setup velocity checks and other limits for the card not present transactions as per Bank's requirement.	
47	Cardholder should be able to carry registration and card not present transactions using all make & model of mobile or mobile app.	
48	The system should support sending OTP on card holders registered e-mail ID. The email has to be sent through Bank's e-mail gateway. Selected bidder has to integrate its solution with Bank's e-mail gateway without any additional cost to Bank.	
49	The system should have capability to configure the minimum amount after which the OTP will be mandatory for authentication.	
50	The solution should support storing of the card & other authentication details once and use the same in future while carrying the transactions.	
51	The registration should be done separately or at the time of transaction.	
52	The selected bidder has to provide the entire solution to UCO Bank with the same per transaction cost. However in future Bank may add/remove some other entities into its fold and the bidder has to provide similar solution with the same per transaction cost.	
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	
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	Authorities.	
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 11 th October, 2019 along with future implementation by regulatory authority without any additional cost to the Bank.	
55	In future, if Bank requires the implementation of the product solution in any of the Bank's sponsored RRB's, then accordingly, the selected bidder should implement the same and the payment will be done by the Bank's sponsored respective RRB's as per the per transaction cost of the indicative commercial format as mentioned in Annexure – T.	
56	Selected bidder has to implement the solution, in which the URL's provided for the registered customers should be compatible with all types of mobiles.	
57	The bidder/OEM should have 24*7 customer support centre in India to provide support to Bank's team as well as customers from the proposed solution.	
58	The selected bidder should provide facility of enabling and disabling of debit cards on-line / e-commerce transaction facilities.	

Place:

Signature of Bidder: _____

Date:

Name: _____

Business Address: _____

Annexure – S : Masked Commercial Bid**Sub: RFP for Implementation of SSOCT (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.****Masked Commercial Bid**

Sl. No.	Particulars	Rate per transaction (Rs.) (exclusive of all applicable taxes)
A	Projected volume of transactions for 3 years = 9 Crore (Nine Crores)	
B	Per Transaction Rate as per the scope of RFP (excluding taxes)	XXXX
C	Total Cost of Ownership [C=A*B] (in Figures)	XXXX
D	Total Cost Of Ownership [C=A*B] (in Words)	XXXX

Particulars	Rate per SMS & Rate per e-mail
Per SMS rate as per the scope of work	XXXX
Per e-mail rate as per the scope of work	XXXX
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.	

Note:

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

Place:**Signature of Bidder:** _____**Date:****Name:** _____**Business Address:** _____

Annexure – T : Commercial Bid indicative**Sub: RFP for Implementation of SSOCT (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.****Commercial Bid (indicative)**

Sl. No.	Particulars	Rate per transaction (Rs.) (exclusive of all applicable taxes)
A	Projected volume of transactions for 3 years = 9 Crore (Nine Crores)	
B	Per Transaction Rate as per the scope of RFP (excluding taxes)	
C	Total Cost of Ownership [C=A*B] (in Figures)	
D	Total Cost Of Ownership [C=A*B] (in Words)	

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.	

Note:

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

Place:**Signature of Bidder:** _____**Date:****Name:** _____**Business Address:** _____

PROFORMA FOR DEED OF INDEMNITY

(To be stamped as per the Stamp Law of the Respective State)

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

IN FAVOUR OF

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

WHEREAS

1. The Obligor has

- A. offered to provide solution for the RFP for Implementation of SSOCT (Security System for Online Card Transactions) i.e. Two Factor Authentication of e-Commerce transactions with the specifications as prescribed in the Agreement / Contract dated _____ during the period of **Three years** from the date of acceptance of the purchase orders issued by the Bank from time to time. The Supply of solution by the obligor is herein after referred to as "**Supply**".
- B. Agreed to install and provide comprehensive maintenance for the Equipments, material used and workmanship by them in terms of the Agreement / Contract dated _____ and respective Purchase Orders issued from time to time during the warranty period of **36 months** and also during the post warranty period if required at the discretion of UCO BANK. (The installation and maintenance are herein after collectively referred to as "**Service/s**").
- C. Represented and warranted that they have all permissions, consents, approvals from all authorities, both regulatory and non-regulatory, for providing solution for the RFP for Implementation of SSOCT (Security System for Online Card Transactions) i.e. Two Factor Authentication of e-Commerce transactions.
 - a. Represented and warranted that the aforesaid supply/services offered to UCO BANK do not violate any provisions of the applicable laws, regulations or guidelines including legal and environmental. In case there is any

violation of any law, rules or regulation, which is capable of being remedied, the same will be got remedied immediately during the installation, maintenance and contract period to the satisfaction of UCO BANK.

b. Represented and warranted that they are authorized and legally eligible and otherwise entitled and competent to enter into such Contract/ Agreement with UCO BANK.

2. One of the conditions of the aforesaid Agreement is that the Obligor is required to furnish an indemnity in favor of UCO BANK indemnifying the latter against any claims, losses, costs, actions, suits, damages and / or otherwise arising due to or on account of Obligor's violations of any trademarks, patents, copyrights and licenses, the applicable laws, regulations, guidelines during the Supply / Services to UCO BANK as also for breach committed by the Obligor on account of misconduct, omission and negligence by the Obligor.
3. In pursuance thereof, the Obligor has agreed to furnish an indemnity in the form and manner and to the satisfaction of UCO BANK as hereinafter appearing;

NOW THIS DEED WITNESSETH AS UNDER:-

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

- (1)** The Obligor shall, at all times hereinafter, save and keep harmless and indemnified UCO BANK, including its respective directors, officers, and employees and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against UCO BANK by whomsoever and all losses, damages, costs, charges and expenses that UCO BANK may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, guidelines and also from the environmental damages, if any, which may occur during the contract period.
- (2)** The Obligor further agrees and undertakes that the Obligor shall, during the contract period, ensure that all the permissions, authorizations, consents are obtained from the local and/or municipal and/or governmental authorities, as may be required under the applicable laws, regulations, guidelines, orders framed or issued by any appropriate authorities.
- (3)** The Obligor further agrees to provide complete documentation of all Equipments/accessories/and other software, they are having. The Obligor shall

also indemnify and keep indemnified UCO BANK against any levies/penalties/claims/demands, litigations, suits, actions, judgments, in this regard.

- (4)** If any additional approval, consent or permission is required by the Obligor to execute and perform the contract during the currency of the contract, they shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.
- (5)** The obligations of the Obligor herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Agreement/Contract or the insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of UCO BANK or Obligor or any other circumstance whatsoever which might otherwise constitute a discharge or defence of an indemnifier.
- (6)** The obligations of the Obligor under this deed shall not be affected by any act, omission, matter or thing which, would reduce, release or prejudice the Obligor from any of the indemnified obligations under this indemnity or prejudice or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it, or to UCO BANK).
- (7)** This indemnity shall survive the aforesaid Agreement.
- (8)** Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either party at the address stated in the aforesaid Agreement and or as stated above.
- (9)** This indemnity shall be governed by, and construed in accordance with, the laws of India. The Obligor irrevocably agrees that any legal action, suit or proceedings arising out of or relating to this indemnity may be brought in the Courts/Tribunals at Kolkata. Final judgment against the Obligor in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction, by suit on the judgment, a certified copy of which shall be conclusive evidence of the judgment, or in any other manner provided by law. By the execution of this indemnity, the Obligor irrevocably submits to the exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.
- (10)** UCO BANK may assign or transfer all or any part of its interest herein to any other person. Obligor shall not assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of UCO BANK

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

Signed and Delivered on behalf of (_____)

By the hand of (_____) the authorized official of the Obligor)

**Sub: RFP for Implementation of SSOCT (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.

Escalation Matrix
(Format of Supporting Centre's Details)

Sl. No.	Name	Role	Designation	Full Office Address	Contact Details	Email Address
1			First Level contact			
2			Second level contact (if response not received within 3 hours)			
3			Regional / Zonal Head (If response not received in 12 Hours)			
4			Country Head (If response not received in 24 Hours)			

Note: Any change in designation, substitution will be informed to us immediately.

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

Annexure – W : Business Rules for Reverse Auction
Business Rules for Reverse Auction

**Sub: RFP for Implementation of SSOCT (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.

Reverse Auction through E-Procurement

The detailed procedure for Reverse Auction to be followed in the Request for Proposal for "Implementation of SSOCT (Security System for Online Card Transactions) i.e. Two Factor Authentication of e-Commerce transactions":

The response to the present tender will be submitted by way of submitting the Technical offer & Indicative Commercial offers separately through online. The technical details with the relevant information /documents/acceptance of all terms and conditions strictly as described in this tender document will have to be submitted by the Bidders. The Indicative commercial bids submitted by the Bidders who are short listed in the technical bid evaluation process will be opened and those Bidders will be invited to participate in the online Reverse Auction to be conducted by the company selected by the Bank. Bidders who are short listed from Technical evaluation will be trained by the Reverse Auction Company for this purpose, and they will have to abide by the rules framed by the Bank in consultation with Reverse Auction Service provider. The e-business rules are furnished hereunder in this document.

Further, please note that the Bidder(s) who do not qualify in the technical bid processes will not be considered for participation in Reverse Auction. For participating in reverse auction digital signature is a pre-requisite.

BUSINESS RULES FOR REVERSE AUCTION

1. APPLICABILITY

1.1. Reverse Auctions are carried out under the framework of rules that are called Business Rules.

1.2. All bidders participating in Reverse Auction shall understand/accept and give an undertaking for compliance with the same to the Bank in the prescribed format Annexure – Y.

1.3. Any bidder not willing to submit such an undertaking shall be disqualified for further participation respecting the procurement in question.

2. ELIGIBILITY:

2.1. Only bidders who are technically qualified and who submit the prescribed undertaking to the Bank alone can participate in Reverse Auction relevant to the procurement for which RFP is floated.

3. COMPLIANCE/CONFIRMATION FROM BIDDERS:

3.1. The bidders participating in Reverse Auction shall submit the following duly signed by the same Competent Authority who signs the offer documents in response to the RFP.

3.1.1. Acceptance of Business Rules for Reverse Auction and undertaking as per format in Annexure – W.

3.1.2. Agreement between service provider and bidder. (This format will be given by the service provider prior to announcement of Reverse Auction.)

3.1.3. Letter of authority authorizing the name/s of official/s to take part in Reverse Auction as per format in Annexure – Y.

3.1.4 Undertaking of Process Compliance Statement for Reverse Auction as per format prescribed in Annexure – Z.

4. TRAINING

4.1. The Bank will facilitate training for participation in Reverse Auction either on its own or through the service provider for the Reverse Auction.

4.2. Where necessary, the Bank/service provider may also conduct a 'mock reverse auction' to familiarize the bidders with Reverse Auction process.

4.3. Any bidder/bidder not participating in training and/or "mock reverse auction" shall do so at his own risk and it shall not be open for him to make any complaint/grievance later.

5. TOTAL COST OF OWNERSHIP (TCO)

5.1. TCO refers to the aggregate amount payable by the Bank for availing the services.

5.2. TCO shall encompass but not be limited to the following:

5.2.1 Cost of services.

5.2.2 Training costs for the product/service/equipment if and as defined in RFP.

5.3. TCO, however, shall not include variables of GST. These shall be paid as per actual and on production of receipts. However, no penalties respecting GST shall be paid by the Bank and the bidder shall bear such expenses.

6. DATE/TIME FOR TRAINING

6.1. The Venue, Date, Time etc. for training in Reverse Auction shall be advised at the appropriate time.

6.2. The Bank shall Endeavour to fix such Date/Time at mutual convenience to the bidder/s, service provider and the Bank.

6.3. No request for postponement/fixing of Training Date/Time shall be entertained which in the sole view and discretion of the Bank might result in any avoidable delay to either the Reverse Auction or the whole process of selection of bidder.

7. DATE/TIME OF REVERSE AUCTION

7.1. The Date and Time of commencement of Reverse Auction as also Duration of 'Reverse Auction' Time shall be communicated prior to such auction Date.

7.2. Any force majeure or other condition leading to postponement of auction shall entitle the Bank to postponement of auction even after communication, but, the

Bank shall be obliged to communicate to all participating bidders the 'postponement' prior to commencement of such "Reverse Auction".

8. CONDUCT OF REVERSE AUCTION

8.1. The Reverse Auction shall be conducted on a specific web portal meant for this purpose.

8.2. The Reverse Auction may be conducted by the Bank itself or through a service provider specifically identified/appointed/empaneled by the Bank.

9. SERVICE PROVIDER'S ROLE & RESPONSIBILITIES

9.1. In all Reverse Auctions conducted by the Bank through a Service Provider, the Bank shall enter into a separate agreement clearly detailing the role and responsibilities of the service provider hosting the web portal for the Reverse Auction.

9.2. For creating necessary obligations and rights, the service provider will also enter into an agreement with each bidder as per a format designed by him for this purpose. The Bank shall resolve any points/issues concerning such agreement of bidder and service provider.

9.3. While a Service Level Agreement (SLA) by the bank with the service provider is an arrangement for smooth and fair conduct of the Reverse Auction, the Bank shall be directly responsible to bidders for fair and transparent conduct of Reverse Auction.

9.4. The service provider at the end of each Reverse Auction shall provide the bank with all details of the bids and reports of reverse auction.

9.5. The service provider shall also archive the data pertaining to the Reverse Auction for a minimum period of 3 years.

10. TRAINING AND AUCTION

10.1. Service provider / auctioneer are responsible for conduct of adequate training to all technically qualified bidders representing the reverse auction and bidding process.

10.2. Each bidder / bidder shall participate in the training at his / their own cost.

10.3. Wherever it is considered necessary and asked by the bidders or as decided by the auctioneer or by Bank a mock auction may also be conducted for the benefit of all concerned.

10.4. Authorized representatives of the bidders named in the authorization letter given by the bidder (Annexure – X) shall be given unique user name, password by the service provider / auctioneer.

10.5. Each bidder shall change the password and edit the information in the registration page after receipt of initial password.

10.6. All the bids made from the login ID given to bidder shall ipso-facto be considered bid made by the bidder / bidder to whom login ID and password were assigned by the service provider / auctioneer.

10.7. Any bid once made through registered login ID / password by the bidder (s) cannot be cancelled. The bidder, in other words, is bound to sell the "Offering" as per the RFP at the bid price of TCO.

10.8. Every successive bid by the bidder / bidder being decremented bidding shall replace the earlier bid automatically and the final bid as per the time and log-in ID shall prevail over the earlier bids.

10.9. The Bank shall conduct the reverse auction as per the Standard English reverse auction, that is, no two bids can have identical price from two different bidders. In other words, there shall never be a "Tie" in bids.

11. PROXY BID

11.1. A proxy bid is one where bidder can submit the lowest bid amount by him in strict confidence to the system directly. This obviates the need for him participating in the bidding process until the proxy bid amount is decrementally reached by other bidders.

11.2. When proxy bid amount is reached, the bidder has an option to revise the proxy bid amount or he can prefer to start participating in bidding process.

11.3. Since it is an English auction with no ties, two bidders submitting identical proxy bid amount and succeeding in auction simultaneously does not arise.

11.4. During training, the issue of proxy bidding will be clarified in detail by the service provider.

12. TRANSPARENCY IN BIDS

12.1. All bidders will be able to view during the auction time the current lowest price in portal. Bidder shall be able to view not only the lowest bid but also the last bid made by him at any point of time during the auction time.

13. MASKING OF NAMES

13.1. Names of bidder/ bidders shall be anonymously masked in the Reverse Auction process and bidders will be given suitable dummy names.

13.2. After completion of Reverse Auction, the service provider / auctioneer shall submit a report to the Bank with all details of bid and the original names of the bidders as also the L1 bidder with his / their original names.

14. START PRICE

14.1. Bank shall determine the start price either on its own or through asking for information of price band on TCO from each bidder at appropriate time during or at the conclusion of technical evaluation. Based on the price band so informed by bidders, Bank would determine the start price for reverse auction.

15. DECREMENTAL BID VALUE

15.1. The bidders shall be able to bid only at a specified decrement value and not at any other fractions. The Bid decrement value and the Start price of the Reverse Auction will be informed during the auction time.

15.2. For the sake of convenience of bidders, the web portal shall display the next possible decremented value of bid. It is not, however, obligatory on the part of bidders to bid at the next immediate lower level only. (That is, bids can be even at 2 or 3 lower levels than the immediate lower level.)

16. COPY OF BUSINESS RULES

16.1. The Bank shall supply copy of the Business rules to any bidders / bidders, wishing to participate in the reverse auction. Such request shall be made in writing to the Bank by an authorized representative of the bidder.

16.2. The Bank shall also handover a copy of the Business Rules with a covering letter duly signed by an authorized signatory of the Bank.

16.3. For any dispute concerning the Business Rules, the hard copy of Business Rules supplied by the Bank for the reference of reverse auction process will alone be considered final and bidding.

17. REVERSE AUCTION PROCESS

17.1. In order to reduce the time involved in the procurement process, Bank shall be entitled to complete the entire procurement process through a single Reverse Auction. For this purpose, Bank shall do all it can to award the contract to L1 bidder or in the circumstances where awarding of contract may have to be done to the L2, L3 bidder as provided for in the RFP.

17.2. The Bank shall however, be entitled to cancel the procurement of Reverse Auction, if in its view procurement or reverse auction process cannot be conducted in a fair manner and / or in the interest of the Bank.

17.3. The successful bidder shall be obliged to provide a Bill of Material at the last bid price at the close of auction.

18. EXPENDITURE ON REVERSE AUCTION

18.1. All expenses of reverse auction shall be borne by the Bank.

18.2. Bidders, however, shall attend the training or mock auction at their own cost.

19. CHANGES IN BUSINESS RULES

19.1. Any change in Business Rules as may become emergent and based on the experience gained shall be made only by a Committee of senior / top executives of the Bank.

19.2. Any / all changes made in Business Rules shall be uploaded in the Website immediately.

19.3. If any reverse auction process has commenced and a change is made in Business Rules, it shall be informed immediately to each bidder (s) and his concurrence to / acceptance of the change shall be obtained in writing by the Bank.

20. DON'TS APPLICABLE TO THE BIDDER (s)

20.1. No bidder shall involve himself / itself or any of his / its representatives in any price manipulation directly or indirectly with other bidders. If any such practice comes to the notice, Bank shall disqualify the bidder / bidders concerned from the reverse auction process.

20.2. Bidder shall not disclose details of his bids or any other details concerning Reverse Auction process of the Bank to any other third party without specific permission in writing from the Bank.

20.3. Neither Bank nor service provider / auctioneer can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc. (Bank shall, however, entertain any such issues of interruptions, problems with open mind

and fair degree of transparency in the process before deciding to stop or extend the auction.)

21. GRIEVANCES REDRESSAL

21.1. Any aggrieved bidder (s) through Reverse Auction process can make complaint in writing within 48 hours of the Reverse Auction to the Chief Compliance Officer of the Bank.

21.2. The Chief Compliance Officer along with the Chief Law Officer of the bank and Chief of Audit Dept. shall give personal hearing to the aggrieved bidder (s) and decide upon the complaint / grievance.

21.3. Decision of the Grievance Redressal Committee shall be binding on the Bank as well as on all bidders participating in the Reverse Auction.

22. ERRORS AND OMISSIONS

22.1. On any issue or area of material concern respecting Reverse Auction not specifically dealt with in these Business Rules, the decision of the bank shall be final and binding on all concerned.

Place:

Date:

Signature:

Name & Designation:

Business Address:

Compliance Statement - Reverse Auction

(To be submitted by all the bidders participating in Reverse Auction)

To
UCO Bank
Department of Information Technology
Head office, Kolkata

DECLARATION

1. We _____ (name of the company) hereby confirm having submitted our bid for participating in Bank's RFP dated 22/01/2020 for Implementation of SSOCT (Security System for Online Card Transactions) i.e. Two Factor Authentication of e-Commerce transactions
2. We also confirm having read the terms of RFP as well as the Business Rules relating to the Reverse Auction for this RFP process.
3. We hereby undertake and agree to abide by all the terms and conditions stipulated by UCO Bank in the RFP document including all annexure and the Business Rules for Reverse Auction.
4. We shall participate in the on-line auction conducted by (Auction Company) selected by UCO bank and submit our commercial bid. We shall also abide by the procedures prescribed for online auction by the auction company.
5. We, hereby confirm that we will honor the Bids placed by us during the auction process, failing which we shall forfeit the EMD. We also understand that the bank may debar us from participating in future tenders.
6. We confirm having nominated Mr. _____, designated as _____ of our company to participate in the Reverse Auction on behalf of the company. We undertake that the company shall be bound by the bids made by him during Reverse Auction.
7. We undertake to submit the confirmation of last bid price by us to the auction company/Bank within 24 working hours of the completion of event. We also undertake to submit the Bill of Materials for the TCO (Total Cost of Ownership) in terms of RFP.

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Date:

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Verified above signature

Competent Authority Signature: _____

Date: _____

Letter of Authority for Participation in Reverse Auction

To
UCO Bank
Department of Information Technology
Head office, Kolkata

1. We _____ (name of the company) have submitted our bid for participating in Bank's RFP dated 22/01/2020 for Implementation of SSOC (Security System for Online Card Transactions) i.e. Two Factor Authentication of e-Commerce transactions
2. We also confirm having read and understood the terms of RFP as well as the Business Rules relating to the Reverse Auction for this RFP process.
3. As per the terms of RFP and Business rules, we nominate Mr. _____, designated as _____ of our company to participate in the Reverse Auction.
4. We accordingly authorize Bank and / or the Auction Company to issue user ID and password to the above named official of the company.
5. Both Bank and the auction company shall contact the above named official for any and all matters relating to the Reverse Auction.
6. We, hereby confirm that we will honour the Bids placed by Mr. _____ on behalf Of the company in the auction process, failing which we will forfeit the EMD. We agree and understand that the bank may debar us from participating in future tenders for any such failure on our part.

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Date:

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Verified above signature

Competent Authority Signature: _____

Date: _____

Undertaking of Process Compliance Statement for Reverse Auction

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

**To
The Deputy General Manager
DIT, BPR & BTD
UCO Bank, Head Office
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata – 700064.**

Sir,

Subject: Our bid for RFP for Implementation of SSOC (Security System for Online Card Transactions) i.e. Two Factor Authentication of e-Commerce transactions

This letter is to confirm that:

1. The undersigned is authorized representative of the company.
2. We have studied the Commercial Terms and the Business Rules governing the Reverse Auction as mentioned in the RFP and confirm our agreement to them.
3. We confirm that UCO Bank and Auction Service Provider shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
4. We also confirm that we have a valid digital signature certificate issued by a valid Certifying Authority.
5. We also confirm that we will mail the price confirmation & break up of our quoted price as per Annexure – T within 24 hour of the completion of the reverse auction.
6. We, hereby confirm that we will honour the bids placed by us during the auction process.

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Date:

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Verified above signature

Competent Authority Signature: _____

Date: _____