



Request for Proposal (RFP)

For

Selection of Vendor for Implementation of National Electronic Toll Collection (NETC) For Issuer & Acquirer on OPEX Model

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

RFP REF NO: DIT/BPR & BTD/OA/618/2017-18 Date: 07/06/2017

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

This document is prepared by UCO Bank for its requirement for Selection of Vendor for the Implementation of National Electronic Toll Collection (NETC) For Issuer & Acquirer on OPEX Model. 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/618/2017-18 Date: 07/06/2017
Cost of Tender documents	Rs.10,000/- (Ten Thousand Only)
Date of issue of RFP	07/06/2017
Earnest Money Deposit (EMD)	Rs.5,00,000/- (Five Lacs only)
Date of commencement of sale of tender document	07/06/2017
Last date for submitting queries for the Pre-bid Meeting	16/06/2017
Pre-Bid meeting /Venue	17/06/2017 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	03/07/2017 at 3:00 PM
Opening of technical bids	03/07/2017 at 3:30 PM
Opening of Price Bid	Will be informed subsequently to technically qualified bidders.
Address of Communication	Head Office-2 Department of Information Technology 5th Floor,3 & 4 DD Block, Sector -1 Salt Lake, Kolkata-700 064
Email address	hodit.calcutta@ucobank.co.in
Contact Telephone/Fax Numbers	Tel : 03344559039/9775/9758 Fax : 03344559063
Contact Person	Mr. Vimlesh Pandey Chief Manager – IT
Bids to be submitted	Tender box placed at: UCO BANK, Head Office-2, Department of Information Technology, 5th Floor, 3 & 4, DD Block, Sector -1, Salt Lake, Kolkata-700 064.

Note: Bids will be opened in presence of the bidders' representatives (maximum two representatives per bidder) who choose to attend. In case the specified date of submission &

opening of Bids is declared a holiday in West Bengal under the NI act, the bids will be received till the specified time on next working day and will be opened at 3:30 p.m. UCO Bank is not responsible for non-receipt of responses to RFP within the specified date and time due to any reason including postal holidays or delays. Any bid received after specified date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the specified date & time for submission of bids. No bidder shall be allowed to withdraw the bid.

Part –I

1. Introduction

UCO Bank, a body corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 10, B.T.M. Sarani, Kolkata-700001, India, and its Department of Information Technology at 3 & 4, DD Block, Sector-1, Salt Lake, Kolkata - 700064, hereinafter called “the Bank”, is one of the leading public sector Banks in India having more than 3000+ Domestic Branches, four Overseas Branches two each at Singapore & Hong Kong Centres and 2500+ ATMs (including Biometric enabled ATMs), spread all over the country. All the branches of the Bank are CBS enabled through Finacle (Ver. 7.0.25) as a Core Banking Solution.

2. Overview

UCO Bank intends to engage service providers for providing end to end services in the issuing & acquiring part of the National Electronic Toll Collection (NETC) project on behalf of UCO Bank. The purpose of the RFP is to seek a detailed technical and commercial proposal for Installation, Implementation and maintenance of the Application Software for NETC management solution including reconciliation, Issuer & Acquirer of RFID Tags, topping up, putting up Point of Sale (POS) kiosks, online payment processing, deployment of acquiring host, management of risk condition across India as elaborately detailed under Scope of Work on behalf of UCO Bank on OPEX model.

This Request for Proposal has been published to invite and engage capable vendors to implement an operational and technical solution serving the stated requirements as mentioned in the Scope of Work. The proposed NETC Management solution as an issuer and acquirer should integrate with various channels of Bank such as Internet Banking, Mobile Banking including CBS. The platform should have the capability to manage services, user experiences and integration of various core & allied systems of issuer & acquirer banks in NETC management, NPCI as a settlement agent, and Bank to be able to provide a consistent controlled and seamless channel experience to the customer. The Bank is also looking for a vendor to deploy the NETC acquiring host and carryout the acquiring business part on behalf of UCO BANK. The Bank is seeking an experienced and capable vendor who can fulfil the same as per the guidelines of NHAI/NPCI and Bank issued from time to time.

The proposed solution should be self-sufficient in use at reputed / designated toll plazas by the NHAI and State Government authorities and the version to be offered should be as per the latest version preferably shared by the NHAI/NPCI/Government. Bidders who do not have a proven capability in NETC management solution in issuer and acquirer field need not to apply.

3. Eligibility Criteria

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

Sl. No.	Criteria	Proof of documents to be submitted
1.	Bidder should be a company registered in India with an established setup in India.	Certificate of Incorporation & Commencement of Business (whichever applicable) should be submitted.
2.	The Bidder should have a minimum annual turnover of Rs 5 crore per year during last three financial year's i.e., 2013-14, 2014-15 and 2015-16.	Copy of the audited balance sheets of the company showing turnover of the company should be submitted.
3.	The Bidder should be a profit making entities (profit after tax) for the last three years i.e., 2013-14, 2014-15 and 2015-16 Or Bidder should have maintained a positive net worth in the last three financial years (2013-14, 2014-15 and 2015-16)	Copy of the audited balance sheets of the company showing profit/loss/Net worth of the company should be submitted.
4.	The Bidder should own the intellectual property rights of the NETC product or should have rights from the owner , If not, the Bidder should have in place proper tie-ups, commercial agreements, authorized implementation partnership for deployment/ resale/ customization of software with the product OSD whose software products are offered.	Self-Declaration from the Bidder and an authorization letter from manufacturer (OEM) to this effect should be furnished giving mandate to participate in this RFP. Self-declaration should also specify that the bidder would be solely responsible for designing, procuring and delivering the entire solution.
5.	The bidder should not have been blacklisted by any Govt. / Govt. agency/PSUs Bank(s)/Financial Institutions in India in the past as on RFP submission date.	An undertaking to this effect must be submitted on company letter head duly signed & stamp. Please refer as per the format of Annexure – “I” .

Bidder must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. **Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made.** UCO BANK reserves the right to verify /evaluate the claims made by the vendor independently. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder.

Part –II: INVITATION FOR BIDS AND INSTRUCTIONS TO BIDDERS

1. Invitation for Bids

This Request for Proposal (RFP) is to invite proposals from eligible bidders desirous of taking up the project for end to end management of NETC solution from issuer & acquirer business perspective on OPEX model. Sealed offers / Bids (Bid) prepared in accordance with this RFP should be submitted as per details given in the Bid Control sheet. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at Bank's discretion.

2. Due Diligence

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

3. Tender Document & Fee

The tender document may be downloaded from the bank's official website www.ucobank.com. The bidder downloading the tender document from the website is required to submit a non-refundable fee of **Rs. 10,000/- (Rupees Ten Thousand Only)** in the form of Demand Draft or Banker's Cheque in favor of UCO BANK, payable at Kolkata, at the time of submission of the technical bid, failing which the bid of the concerned bidder will be rejected. This non-refundable fee of **Rs. 10,000/- (Rupees Ten Thousand Only)** can also be submitted through the electronic mode to the below mention account. The details of the account are as under:-

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

Bidder has to provide the above details with the tender document. Non-compliance of this may lead to the rejection of the bid submitted by the bidder.

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

4. Earnest Money Deposit

The Bidder(s) must submit Earnest Money Deposit in the form of Bank Guarantee valid for a period of 180 days in favour of UCO Bank payable at Kolkata for an amount mentioned hereunder:

Particulars of Job to be undertaken	EMD
Selection of Vendor for the Implementation of National Electronic Toll Collection (NETC) For Issuer & Acquirer On OPEX Model	Rs. 5,00,000/-

Non-submission of Earnest Money Deposit will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned to them on completion of the procurement process. The EMD of successful bidder(s) will be returned on submission of Performance Bank Guarantee.

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

- a. If the bidder withdraws its bid during the period of bid validity (180 days from the date of opening of bid).
- b. If the bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or
- c. The selected bidder withdraws his tender before furnishing on 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 within the stipulated time period.

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

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

5. Rejection of the Bid

The Bid is liable to be rejected if:

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

6. Pre Bid Meeting

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

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

7. Modification and Withdrawal of Bids

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

8. Information Provided

The RFP document contains statements derived from information that is believed to be reliable at the date obtained but does not purport to provide all of the information

that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services. Neither Bank nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied as to the accuracy or completeness of any information or statement given or made in this RFP document.

9. For Respondent Only

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

10. Confidentiality

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

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

11. Disclaimer

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

12. Costs Borne by Respondents

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

13. No Legal Relationship

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

14. Errors and Omissions

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

15. Acceptance of Terms

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

16. RFP Response

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

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

17. RFP Response Validity Period

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

18. Notification

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

19. Language of Bids

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

20. Normalization of Bids

The Bank may go through a process of 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 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 shortlisted bidders to re-submit the technical and commercial bids once again for scrutiny. 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 till Bank is satisfied. The shortlisted bidders agree that, they have no reservation or objection to the normalization process and all the technically shortlisted 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 bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

21. Escrow Mechanism

The Bank and the Vendor shall agree to appoint an escrow agent to provide escrow mechanism for the source code for the **Implementation of National Electronic Toll Collection (NETC) for Issuer & Acquirer on OPEX Model** supplied / procured by the vendor to the Bank for its branches in order to protect its interests in an eventual situation. For the operations it will continue unchanged. The Bank and the Vendor shall enter into a tripartite escrow agreement with the designated escrow agent, which will set out, inter alia, the events of the release of the source code and the obligations of the escrow agent. Costs for the Escrow will be borne by the Vendor. As a part of the escrow arrangement, the final selected vendor is also expected to provide a detailed code documentation for the Implementation of National Electronic Toll Collection (NETC) for Issuer & Acquirer on OPEX Model which has been duly reviewed by an external independent organization.

22. Authorized Signatory

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

23. SUBMISSION OF OFFER – TWO BID SYSTEM

Separate Technical and Commercial Bids along with the soft copies duly sealed and super scribed as “Technical Bid” and “Commercial Bid” respectively should be put in a single sealed outer cover duly sealed and super-scribed **“Selection of Vendor for the Implementation of National Electronic Toll Collection (NETC) For Issuer & Acquirer on OPEX Model – (Technical Bid)”** and **“Selection of Vendor for the Implementation of National Electronic Toll Collection (NETC) For Issuer & Acquirer on OPEX Model - (Commercial Bid)”** shall be submitted as per bid details given in the RFP.

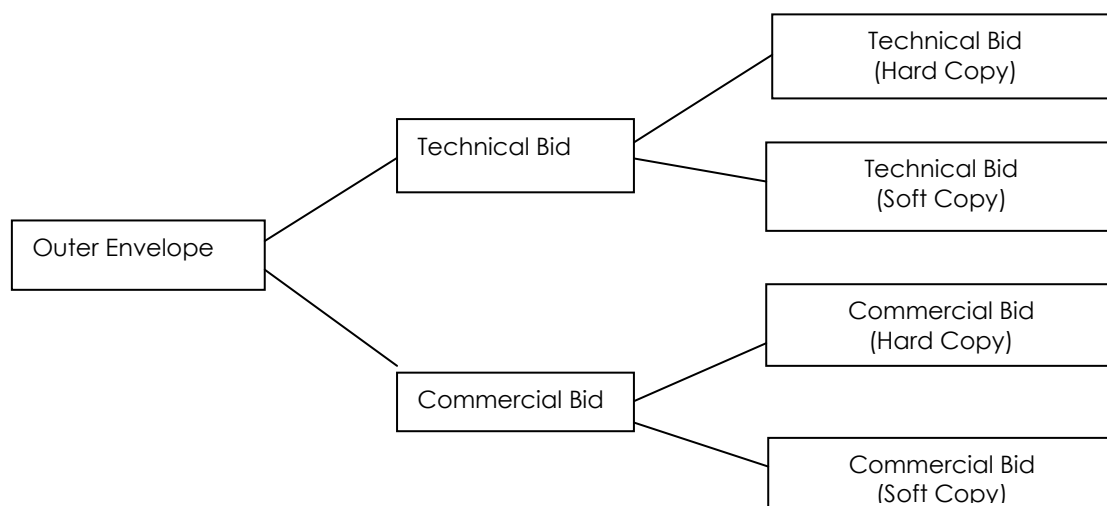
Sealed separate envelopes carrying Technical Bid and Commercial Bid along with the soft copies should be kept in a single sealed outer cover duly sealed and super-scribed “Implementation of National Electronic Toll Collection (NETC) for Issuer & Acquirer on OPEX Model” as per the below mentioned diagram and as per bid details given in the RFP.

The bids (along with soft copy) shall be dropped/submitted at UCO Bank's address given in Bid Detail- Control Sheet Table, on or before the date specified therein.

The bids shall be dropped / submitted at UCO Bank's address given in the above Bid Detail- Table, on or before the date specified therein

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

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



The Eligibility/Technical Offer should be complete in all respects and contain all information asked for, in the exact format of eligibility / technical specifications given in the RFP, **except prices**. The Eligibility / Techno functional offer must not contain any price information. UCO BANK, at its sole discretion, may not evaluate a Technical Offer

in case of non-submission or partial submission of technical details. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder.

The Commercial Offer (Hard Copy) should contain all relevant price information and should not contradict the Technical Offer in any manner.

Note:

- If the outer cover / envelop are not sealed & super scribed as required, the Bank will assume no responsibility for bid's misplacement or premature opening.
- If any inner cover / envelop of a bid is found to contain both Eligibility/ Technical & Commercial Bids then that bid will be rejected summarily.
- If any outer envelope is found to contain only the technical bid or commercial bid, it will be treated as incomplete and that bid will be liable for rejection.
- If commercial bid is not submitted in a separate sealed envelope duly marked as mentioned above, this will constitute grounds for declaring the bid non-responsive.
- The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- The Bank reserves the right to modify any terms, conditions or specifications for submission of bids and to obtain revised Bids from the bidders due to such changes, if any, at any time prior to completion of evaluation of technical / eligibility bids from the participating bidders.
- Canvassing of any kind will be a disqualification and the Bank may decide to cancel the bidder from its empanelment.

24. Documents constituting the Bid

The Eligibility/Technical bid must be made in an organized and structured manner in the following form:

- a. Table of Contents (Index)
- b. Tender Forwarding Letter (Annexure – A)
- c. Compliance to Eligibility Criteria (Annexure – B) - Along with all required documentary evidence.
- d. Techno Functional Compliance (Annexure - C)
- e. Bidder Details (Annexure-D)
- f. Earnest Money Deposit Format (Annexure-E)
- g. Manufacturer's Authorization Letter (Annexure – F)
- h. Bill of Material (Annexure – G)
- i. Commercial Format (Annexure-H)
- j. Undertaking to be given by the bidders. (Annexure -I)
- k. Declaration-Cum-Undertaking. (Annexure JI)
- l. Deed of Indemnity (Annexure-K)
- m. Performance Bank Guarantee (Annexure-L)
- n. Pre Contract Integrity Pact(Annexure-M)
- o. Non -Disclosure Agreement (Annexure-N)

The Bidder should enclose a copy of the Masked Commercial Bid (as per the format provided in Annexure-H) without the prices (please put 'XXX' mark wherever prices are quoted) along with other bid documents for evaluation purpose.

Any Bid received by the Bank after deadline for submission of Bids prescribed,

Will be rejected and returned unopened to the Bidder.

Part –III: BID OPENING AND EVALUATION CRITERIA

There would be Three (3) stages for evaluation process.

The Stages are:

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

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

1. Eligibility Evaluation:

The Eligibility would be evaluated first for the participating bidders. The bidders, who would qualify all Eligibility Criteria as mentioned in **Part-1, Clause 3**, will be shortlisted for the Technical bid evaluation.

2. Technical Evaluation:

2.1 A detailed technical evaluation would be undertaken for eligible bidders and only the technically qualified bidders would be shortlisted for commercial opening. 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 / fax / e-mail seeking clarification / explanation.

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

- a. The functional and technical requirements are in a form of a table which is given as **Annexure C**, which contains the required functionality features.
- b. The Bidder should provide their response to the questionnaire in the column "Response".
- c. The response should be as per the Table given below:

Scale	Description
S	Standard: Required features readily available and to be provided by the bidder. The proposed solution offered should have at least 75% of the requirement as readily available.
C	Customization Required: The bidder will provide the customisation within the time schedule of the Implementation of the solution at no extra cost to the Bank.
U	Unavailable: Functionality is not available and will not be provided by the bidder.

Basis For Evaluation:

1. Each section in the functional & technical requirement mentioned in Annexure-C carries marks as mentioned against them.
2. Marks will be allotted against the responses to each of the point mentioned as per the following marking pattern:

Points	Description
3	S- Standard Feature
2	C-Customisation Required
0	U- Unavailable

2.3 The Technical Bid / Scope of the Work submitted by the Bidder will be evaluated based on the terms and conditions of the RFP. Detailed technical evaluation will include, scrutiny of company profile and technical information submitted as per format **(Annexure C)**, proposed software/service solution, system demonstration of proposed solution, Proof of Concept (POC), reference calls etc. The Bidder may highlight the noteworthy/superior features of their solution. The Bidder will demonstrate/substantiate all or a few of the claims made in the Technical Bid to the satisfaction of the UCO Bank, the capability of the solution to support all the required functionalities at their cost in their lab/office/in any other organization where solution is in use. The Bidder should use their own tools/utilities/simulators to demonstrate the features laid in the RFP/evaluation criteria.

2.4 The various parameters for technical evaluation and their weightages are given in the table below. At the sole discretion and determination of the UCO Bank, Bank may add any other relevant criteria for evaluating the proposals received in response to this RFP.

SL. No	Particulars	Maximum Marks	Scoring Mechanism
Product Capability			
1	Functional / Technical / Architectural Specifications as per Annexure C .	75	Bidder shall give their response against each line item with any one of the response. The scores will be allocated based on the

			scrutiny/observations by the Bank with respect to fulfillment of the criteria based on the scope of work and technical and bidder experience.
Project Presentation			
2	Technical presentation and or Site visit	25	
Bidder Experience			
Total		100	

Technical bids of the bidders will be evaluated and based on the bidder's response technical scores of the bidders would be arrived.

Bidder's securing 70 or above marks will be shortlisted for Commercial Bid Evaluation. There will be no weightage of technical score in commercial evaluation process.

3. Commercial Evaluation

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

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

Bank will finalize the L-1 vendor based on the TCO quoted by the bidder in **Annexure "H"**.

- 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.
- In case there is a variation in value between numbers and words; the value mentioned in words would be considered.
- The Bidder needs to provide Unit costs for components and services; unit rates with applicable taxes would be considered for the TCO purposes.
- In the event the vendor has not quoted or mentioned the component or services required, for evaluation purposes the highest value of the submitted bids for that component or service would be used to calculate the TCO. For the purposes of payment and finalization of the contract, the value of the lowest bid would be used.

PART –IV

SCOPE OF WORK – (ISSUER) ON OPEX MODEL

1. Overview

UCO Bank intends to engage vendor who have the necessary experience, capability & expertise to provide bank the complete NETC Solution as issuance of RFID Tags to the appropriate vehicle owners providing top Up facility, designing the solutions on sales outlets across the country adhering to Bank's requirement outlined in this RFP.

NETC would enable the plaza to electronically collect the toll from the vehicles in motion while passing through the plaza. The technology standard stipulated by the Government of India for NETC is RFID based tags confirming to 18000 6C Gen 2 EPC standards. The key requirements for NETC system are to provide an integrated solution that can work throughout the country. The selected bidder is to adhere the guidelines issued by the regulatory body from time to time.

2. Functional Requirements

Key Capabilities required to be fulfilled by the selected bidders' application software for Issuance part on behalf of UCO as an Issuer Bank:

- i. The selected bidder to provide the solution for the registration of RFID tags with Centralized NETC System operated by NPCI.
- ii. The selected bidder to set up, solution for Point of Sales (POS) kiosks at various locations such as Toll plazas, Fuel stations, State entry check posts, Automobile shops, Roadside amenities, etc.
- iii. For issuance of RFID tags to commercial and private vehicle owners. The selected bidder should have the solution to issuance of the tags making it ubiquitous - anywhere, anytime, also image capturing of the vehicles, physical verification of vehicle, properly affixing of the tags to the appropriate vehicle should be ensured by the service provider in any condition.
- iv. If inventory is to be bidder's responsibility, the selected bidder should maintain sufficient stocks/inventory level of RFID tags, life cycle management of RFID tags including inventory
- v. Distribution of RFID tags to the proposed commercial, private vehicle users, verification of requisite documents i.e., KYC of the customer, vehicle details etc. and keeping a copy of the document. These KYC documents are to be provided to the Bank by the bidder (Bank will inform the location based on its feasibility it may be either centralised or decentralised).
- vi. Providing facilities for recharge/ topping up of RFID accounts of the vehicle User at POS kiosks. Creating and providing an efficient issuing/top up infrastructure for RFID tags viz. Cash, bank Account, Credit card, debit card, internet banking, mobile banking, UCO Bank wallet using UCO BANK.

- vii. Satisfying with all the compliances of the vehicle and its owner details, register the user and submit all the data on the central NETC portal operated by NPCI and issuer framework solution hosted by the bank.
- viii. Create and provide a system to back up all the information i.e. vehicle details including its category as per Toll Gazette of Government of India, Customer details, etc.
- ix. On the successful registration of the customer, capture fixing up the RFID tag on the exact place of the vehicle as prescribed by IHMCL (Indian highway Management Company Ltd).
- x. Capture the responsibility of affixing the appropriate RFID tag as per the vehicle type/class. All tags shall be stored along with vehicle class in the centralised business rule engine for computation.
- xi. Updating the customer pass and toll exemption details in the customer profile and central NETC portal as per the respective toll plaza guidelines.
- xii. Blacklist, grey-list and hotlist Management in case the money in the RFID tag account goes below the minimum prescribed level. RFID tag account to be recharged automatically by debiting linked Bank account, once money in the tag account falls below minimum prescribed level.
- xiii. Reconciliation solution and day to day reconciliation.
- xiv. Help Desk (Setting of Centralized Call Centre).
- xv. Web portal for managing the following
 - a. To manage issuance of TAGS from POS locations designated bank branches (if opted), bulk consumer interface.
 - b. To develop a seat service portal for management of account details for bulk customer.
 - c. To develop issuance client for bank branches integrating to e-portal & through middle man validating an existing UCO Bank customer. This is done to avoid KYC process of customer again.
 - d. To develop/integrating KYC of new customers which are not UCO bank customers, with the existing e-KYC services of the UCO Bank.
 - e. To reconcile the account on daily basis-twice a day.
 - f. To develop an approval module to ensure all valid transactions before pasting in the bank server.
 - g. To host issuer framework/solution in the bank's premises.
 - h. Bank may decide to host e-Portal in its own premises or outsource to the successful vendor, which will be discussed & addressed separately after award of contract.
 - i. The bank will not provide the hardware, operating systems, database including other necessary systems for hosting the solution. However, if required / necessary from regulatory prospective, Bank will provide the infrastructure to host such system in its premises.
- xvi. To develop & host issuer framework in secured infrastructure as per the standard set by the NPCI & other regulatory bodies in time to time.
- xvii. To develop & host the middleman to act as interface between bank's core banking & issuer framework.

- xviii. To register the tag holder onto the ETC Mapper.
- xix. To process online transactions request received from NETC System.
- xx. To generate the reconciliation for the acquirer for payment transactions as per the prescribed process.
- xxi. To securely transmit to any other parties through the necessary cryptographic keys needed for the correct operation of the system.
- xxii. To assist the disputes raised by Tag holder.
- xxiii. Perform fraud monitoring by verification of the transaction data.
- xxiv. To provide support to Tag Holders
- xxv. Daily reporting on issuance, transfer and topping-up etc.

Distribution of RFID Tags

Bidder has to have the tie-up with NPCI authorized RFID tag manufacturer. Bidder will be solely responsible for issuance of RFID Tag. At no point of time the cost of RFID tags to the customer will cross Rs. 150/- without prior approval of the Bank. Bidder has to pay Rs. 60/- per RFID tag to Bank in case of issuance and Rs. 40/- in case of renewal. This will apply for both the cases issuance as well as Re-issuance.

- I. The selected bidder needs to integrate with NPCI empanelled tag manufacturers, to personalize the RFID tag, as the case may be.
- II. The selected bidder to provide solution for customer touch points which will act as Point of Sales for Tag Issuance. E.g. Large merchants, Petrol pumps, vehicle dealers etc.

Maintaining Exception List

The selected bidder should update various exception lists on NETC Mapper of NPCI. The exception list will consist of:-

- A. **Blacklist:** A blacklist is a list of tag ID which will not be accepted at toll plaza. The government authorities can request the selected bidder or acquirer to add/remove the tag ID in the blacklist.
- B. **Low Balance List/Grey list:** If the balance in the customer's account linked to the tag comes below a threshold limit, that Tag ID will be added to this list and the notification is sent to the customer for low balance. This list will be provided by the selected bidder.
- C. **Exempted Vehicle Class List:** Unless otherwise stipulated, no toll fare will be charged for the vehicles that come under this category as defined by the respective authorities from time to time. Few examples can be, as mentioned below: -
 - 1) VVIP convoy
 - 2) Ambulance
 - 3) Fire brigade

- 4) Police Vehicle
- 5) Other as per NHAI guidelines

Development of Point of Sale Terminal

Point-of-Sale (POS) portal shall be used for all Tag issuance and related activities etc. The portal facility may be provided at UCO Bank branches/Offices also. It should be an easy to use portal and as per the NPCI/Bank specifications, which will be used by POS user to perform following activities:

Issuance

1. Retail
2. Corporate
3. Recharge
4. Account operations
5. Service Request Management

A-Retail User Issuance: - A new customer onboarding shall be done by using Issuance functionality. Onboarding of a customer is a multi-step activity. Selected bidder's application provides an easy to use solution for onboarding process. Application will require user, vehicle, and bank ac-count details as well as supporting documents for onboarding.

B-Corporate User Issuance:-

B1-Fleet Management: System have an efficient and easy to use fleet management module which consists of –

B2-Fleet Onboarding: Fleet Onboarding is multi-step operations and the system has tabular view for ease of access to the user. The following details are captured while on boarding of fleet customer:

- i. Group Master
- ii. Company Master
- iii. Division Master (Optional)
- iv. Document
- v. Wallet Verification

C-Wallet of corporate fleet to be automatically created when above steps are successfully completed.

D-Authorization: Authorization/rejection of uploaded data can be done by using this functionality.

E-POS Assignment: When the uploaded details are authorized, same can be assigned to POS for Issuance and activation of tag.

F-Key elements in issuing:

- i. Issuance of RFID tags
- ii. Top ups and recharges of RFID tags through different channels
- iii. Customization of Products for fleet and retail customers
- iv. Discount mechanism at local and product level
- v. Customer account management
- vi. Inventory tracking
- vii. Date, time, toll plaza wise, customer wise, history view of previous RFID tag issuances
- viii. Exception list Management
- ix. Integration with existing Bank's products – Debit Card/M-banking/E-Banking/e-wallet/Account - NETC system / UPI.

Development of Road User Portal

- a. Automated User account registration
- b. Authorization using OTP or manual authorization
- c. Notifications to road user at each event
- d. Support Payment gateway for Top-Up

Operations support at Road User Interface

- a. Account Registration
- b. View Passage History
- c. View Payment History
- d. View Account Details
- e. Top up
- f. Notifications
- g. Service Request Management

Fee Structure

1. Various Charges like Issuance Charges and Reissuance Fees.
2. Primary features: Media Validity, Min Top up Amount, Notification Changes
3. Top-Up Modes: Various Allowed Top-up methods like Cash, NEFT, RTGS, ATM, Debit Card, INB, Wallet, Mobile Banking, IMPS, UPI etc.
4. Non-Financial Requests: Charges for Closure, Blocking-Unblocking and Account Level Changes

Dashboards

Following is the tentative list of dashboards to be provided by the service provider:

- i. POS Activity: POS activities performed by POS User like Issuance, Recharge, Closure and other related activities.
- ii. Payment History: Payment history shows old POS transaction details and also enables to reprint the receipt on demand.
- iii. And other such dashboards as decided by the Bank.

Passage History

Toll Transaction details of the account/Wallet are shown on this page. Following transaction related information should be shown in passage History

- i. Transaction Date Time
- ii. Transaction Upload Date Time
- iii. Reconciliation Status
- iv. Amount
- v. Vehicle Details
- vi. Toll Plaza and Project Details
- vii. Transaction Status – Discrepancy or Normal Transaction
- viii. Failed transactions history

Rejection History

Status of all rejected transactions should be shown as part of the violation history form. Application should be capable in retrieving present and historical details of the transactions.

Chargeback Processing

Chargebacks are used for Dispute Management. The user can raise a query regarding inappropriate balance deduction for transactions. So, the transaction gets re-audited and appropriate balance resulting after re-audit is either credited or debited to the user wallet. This will flow into with the bank's existing dispute management module.

Payment History

Payment, Top up details and Top up history of all accounts/wallets including payment mode displayed using this form.

Discounts

- i. Configurable (Parameterized) discount management system
- ii. Product can be configured in 2 modes
 - Product Base Discounts
 - Local Discounts
- iii. Supports automatic calculation of discount as per configuration

- iv. Discount application and expiry can be configured for product and Local based types.
- v. Any other discount prescribed by the Bank from time to time.

A-Local Discount:

1. Supports creation of configurable (parameterized) Discount Rules.
2. Can be applied to specific concessionaire or group of concessionaires
3. Should be supporting the following types of Discounts configuration.
4. Amount Based Discount
5. Percentage Based Discount
6. Time Based discounts

The Application software of the selected bidder should be capable of handling the various toll plaza pass schemes as defined by NPCI/toll plaza owner/Bank time to time.

Issuance

- Stepwise and easy issuance process
- Should support partial issuance facility. Same Issuance process can be completed in next session.
- Availability of Notification at each step of issuance
- Support of Authorization by OTP and Manual Process
- Support Document upload and verification or e-KYC integration
- Support Local Pass Issuance or e-KYC integration
- Automated Statements and Mailing facility
- Support issuance for following types of customers
- Retail
- Corporate
- Steps of Issuance
- Wallet Creation
- Vehicle Addition/Data Upload
- Tag Issuance
- Tag Allocation
- Tag Activation

Corporate Issuance

- 1) Bulk Issuance Mode should be supported.
- 2) The Issuance template may be configured to the format supported by corporate customer.
- 3) History of each step and details.
- 4) Customizable POS Assignment for Actual Tag Issuance.

Tag Operations

Following tag operations shall be performed using this functionality:

- i. Issuance
- ii. Tag Activation
- iii. Tag Duplication / validation
- iv. Tag creation & personalization
- v. Integration with Tag printing vendor
- vi. Tag categorization & limit management
- vii. Re-Issuance
- viii. Tag/Wallet Closure
- ix. Suspension
- x. Partial Suspension
- xi. Permanent Suspension
- xii. Re-activation

All other mandatory & necessary guidelines issued from time to time.

Account Management

- i. Configurable Account Structure
- ii. Support multiple accounts creation for one customer
- iii. Support multiple vehicles in single accounts
- iv. Top-Up and blacklisting is applicable to account
- v. Retail and Corporate Accounts can have different products configuration
- vi. Support Service Request operations for each account
- vii. Different types of Local Passes can be issued to vehicles under same account.
- viii. Reprint of receipts of all operations on customer demand.

Notifications

- i. Notification system should be easy to configure
- ii. Supports notifications for all major events
- iii. Notification can be configured in following types
 - a. SMS
 - b. E-Mail
 - c. SMS and E-Mail

Top up and payments Supported

Payment Modes required:

- i. Cash
- ii. NEFT, RTGS
- iii. Pull SMS

- iv. IMPS, UPI
- v. Internet Banking, Mobile Banking
- vi. Credit Card, Debit Card
- vii. Payment Gateway
- viii. Wallet – Wallet
- ix. Wallet – Bank Account
- x. Bank Account – Wallet
- xi. Any other mode as decided by the Bank/NPCI time to time.

- Top up payment is supported in various payment modes.
- Support for integration with any 3rd party payment system.
- Supports integration with any accounting system.

Marketing & Branding

Selected bidder to do the necessary marketing preferably by using technology based methods like mobile applications etc. NPCI operates the ETC Payment System. ETC Marks includes the NPCI Logo, Brand Name, Slogan and other ancillary marks. The service provider shall accept NPCI's ownership of ETC marks. The service provider agrees that it will not object or challenge or do anything adverse, either legally or publicly against the ETC marks. The service provider will not modify, adopt, register or attempt to modify, adopt or register, any names, trademarks, service marks, trade names, logos, or any word or symbol that is remotely similar to or bears any resemblance to NPCI marks, as a part of eth member's trade name, company name, product names, marks, copyright or otherwise.

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

Component Architecture

Detailed proposed architecture including both technology and application to be provided along with technology stack as part of the proposal. The solution must be in DC and DR concept.

MIS Report Generation requirement

- MIS should support extensive and detailed reporting.
- All types of reports should be generated easily.
- Supports BI Charts for ease of understanding.

The reports may be categorized in following types:

- a. Operational Reports
- b. Traffic Reports
- c. Statistical Reports

- d. History Reports
- e. BI Charts
- f. any other report required by the Bank

Performance and Scalability Requirements

- i. Highly scalable application should be capable of handling very high volume plazas transactions.
- ii. Solution should be capable to handle 150 transactions per second (TPS) initially, and must be scalable as per the requirement of the Bank.
- iii. Proven design/architecture that should be based on high volume transaction processing and 24x7 availability with 99.99% precision.

Hosting

The whole solution should be hosted with proper high availability and 100% DR replica.

Regulatory/Compliance Requirements

Service provider need to adhere to the compliance requirement and maintain the integrity of ETC payment system. The compliances, not limited to following, are brand compliance, certification compliance, Toll Plaza System management, third party compliance, vendor compliance etc. Service provider also needs to adhere with compliance guidelines issued by the RBI, NPCI and IHMCL/NHAI/BANK etc. from time to time.

- a) Service Provider will be responsible for ensuring compliance with any privacy related regulations of the government which includes sharing of ETC transactions information with any third party.
- b) Service Provider should integrate with proper KYC checks as stipulated by RBI and other regulatory bodies before registering a customer for ETC. Similarly, Service Provider has to comply with RBI policies & guidelines of respective products which will be linked to the ETC tag.
- c) The Service Provider should honor all the ETC transactions which are received from ETC System within:
 - a. Fifteen minutes for online transaction processing
 - b. Eight hours for debit adjustments raised by acquirer

The above requirements may undergo change as per the NPCI/NHAI/Bank norms.

- d) The Service Provider should ensure the correct issuance and placement of ETC Tag on the vehicle and also a system ensure that only one ETC tag is affixed on the vehicle at any point of time.

The Service Provider should send the transaction alert (SMS and E-Mail) to the tag holder post transaction processing. It should contain details of Toll Plaza, Toll Fare Amount and Date & Time, Balance left in the Tag etc.

- e) The Service Provider should ensure to maintain minimum balance as prescribed by the Bank, on the ETC tag account, both in the case of grey listing and black listing, an SMS and E-Mail alert is send to the RFID Tag holder to this effect.

Security Requirements

- 1) Issuing application for RFID tags should be compliant with web security standards.
- 2) Standard FAP (function access point) and DAP (Data access point) based accessibility should be available across application.
- 3) Facility of GPG encryption for files encryption and decryption.
- 4) Support tracking of all user actions through activity logs. This feature should help in crosschecking of user actions for all application modules.
- 5) Any other defined by NPCI/Bank time to time.

Limited Trial / Pilot Requirements

1. The software developed or customized should follow a standard development process to ensure that it meets functional, security, performance & regulatory requirements etc. of the Bank.
2. The Vendor should comply with Bank's IS Security policy etc. in key concern areas relevant to the RFP. Some of the key areas are as under:
 - i. Responsibilities for data and application privacy and confidentiality
 - ii. Responsibilities on system and software access control and administration
 - iii. Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the Vendor
 - iv. Physical Security of the facilities
 - v. Physical and logical separation from other customers of the Vendor
 - vi. Incident response and reporting procedures
 - vii. Password Policy of the Bank
 - viii. Data Encryption/Protection requirement of the Bank
 - ix. Any other requirement as prescribed by the Bank

Complaint Management:-

The selected bidder to provide the complaint management solution for addressing the grievances of the customer. To assist the disputes raised by Tag holder. The service provider is also responsible for the debit adjustment raised by acquirer as per the applicable TAT.

SCOPE OF WORK – (ACQUIRER) ON OPEX MODEL

Scope of work must be as per the NETC – technical specifications issued by NPCI / Highway Authority Limited from time to time with no extra cost from the Bank.

Acquirer module:

1. Acquire a toll plaza.
2. Integrate with NETC systems.
3. Acquiring host-managing public keys. Deploy at plaza.
4. Host to be connected to ETC lanes online.
5. Pay toll plaza operator for processed transactions.
6. Send completed transaction record to issuers through NETC system.
7. To send NETC system notification of fail, decline, successful transaction.
8. Create a repository of transaction no. & image of ETC lane transactions (one year).
9. Push exception list, discount schemes etc. to host.
10. To push report of discrepancy with Plaza host
11. Dispute resolution tool with Toll plaza operator.
12. Dispute resolution Module with issuer.
13. Support/Help desk to Toll plaza operator.
14. Data format as per NPCI format.
15. Check tag status from Mapper.
 - a) Acquirer host fetches vehicle class, vehicle registration number & issuer bank ID.
 - b) Calculate toll fare
 - Standard rules
 - Exemption rules
16. Present transaction to NETC switch for processing.
17. Existing holder will request for a pass.
18. Mapper validates tag ID. Acquirer sends the request to Mapper.
19. If Tag valid, acquirer host will send valid tag information to plaza-Acquirer client
20. Payment collected through issuer POS (Point of Sale). Create a pass, add tag ID in Mapper & pass management system of acquirer.
21. Pass payment info to issuer.
22. Claim form to issuer for every toll transaction every 15 minutes.
23. Synchronization of exception list with Plaza server.
24. Synchronization of latest exception list from NETC systems every 10 minutes. Synchronization of list with toll plaza server (SFTP).
25. Reconciliation.
26. Solution must be in DC and DR model.

The application must be capable of handling the new changes as and when such guidelines are issued from Regulatory bodies.

PART-V

1. Order details

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

2. Schedule of Implementation

The selected bidder to ensure of end to end completion of issuer and acquirer functionalities of the system for NETC as per the 'Broad Scope of Work' mentioned herein above within Six weeks from the date of issuance of Purchase Order.

3. Compliance with all Applicable Laws

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

Compliance in obtaining approvals/permissions/licenses: The vendor shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the vendor.

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

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

4. Performance Bank Guarantee

The 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 **60 months (60+3 months claim period)**, indemnifying any loss to the Bank, as per the format of **Annexure – “L”**. 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.

5. Delivery, Installation and commissioning

- 5.1 Selected bidder shall complete implementation of the Application software along with necessary infrastructure for Tag distribution as mentioned in the Scope of Work within Six weeks from the date of issue of Purchase Order.
- 5.2 If however, the delay is caused by any action pending from the Bank end, the corresponding period will not be considered while calculation of delay period.
- 5.3 All the equipment supplied by the Bidder shall be legal and Bidder shall give indemnity to that effect.
- 5.4 Any license, if required, need to be provided by the successful bidder. The successful bidder is solely responsible for any legal obligation related to licenses during the contract period for solution proposed as implemented by the bidder.
- 5.5 The NETC Solution is considered accepted (Commissioned & Operationalized) after signing the Acceptance Test document jointly by the representative from the Bank and engineer from the successful bidder. The component level checking for individual item may be included during the acceptance test.
- 5.6 The bidder will be responsible to adhere all the infrastructure guidelines and cyber security advisory for on-boarding in the NETC platform.

6. Payment Terms (Both for Issuer and Acquirer)

Bidder will have to submit the documents at the Bank's Office along with request letter for payment. Documents related to operationalization of the project should be submitted for payment in single lot separately.

Terms of Payment will be as under:

- 1) No advance payment will be made.
- 2) Costs for the Escrow will be borne by the Vendor.
- 3) TDS will be applicable
- 4) The payments made will be after completion of project as under:

Project Milestones	Payment to be released
ETC end-to-end solution cost including licenses (unlimited users/licenses on perpetual basis) for issuance for Bank including 1 year warranty period for the solution.	100% payment will be done on monthly basis after getting reconciled report from the select bidder.
Customization and Integration cost if any (to meet the scope of the RFP)	Post completion of the project as per NPCI standards and acceptance by Bank after running successfully for 1 month.
Any other cost	As per the commercial bid.

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 project in the scope of services under the RFP. No advance payment will be made. Further, it may be noted that the criteria mentioned above is only for the purpose of effecting agreed price payment.

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

Bank will release payment within 30 working days from the date of receipt of invoice. In case of Dispute/s, payment will be made within 15 working days of resolution of dispute/s. No penal Interest will be paid for delayed payment.

7. Confidentiality

The VENDOR acknowledges that all material and information which has and will come into its possession or knowledge in connection with this agreement or the performance thereof, whether consisting of confidential and proprietary data or not, whose

disclosure to or use by third parties may be damaging or cause loss to Bank will all times be held by it in strictest confidence and it shall not make use thereof other than for the performance of this agreement and to release it only to employees requiring such information, and not to release or disclose it to any other party. The VENDOR agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this agreement are fully satisfied. In the event of any loss to the Bank in divulging the information by the employees of the VENDOR, the bank shall be indemnified. The VENDOR agrees to maintain the confidentiality of the Bank's information after the termination of the agreement also.

The VENDOR / Bank will treat as confidential all data and information about the VENDOR / Bank / Contract, obtained in the execution of this tender including any business, technical or financial information, in strict confidence and will not reveal such information to any other party.

8. Paying Authority

The payments as per the Payment Schedule covered herein above shall be paid by Department of Information Technology, UCO Bank, Head Office- Kolkata. However, Payment of the Bills would be released, on receipt of advice / confirmation for satisfactory delivery and commissioning, live running and service report etc.

9. Uptime

Service Providers should maintain round-the-clock connectivity of the issuing host network and related things etc. for ETC services, users of RFID tag, NPCI etc. with an up-time of 99.99% of their Host systems. 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 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 on monthly basis, Bank shall impose penalty. If the uptime is below **96 %**, the Bank shall have full right to terminate the contract under this RFP.

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

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

10. Failure Scenarios

- 1) Wrong personalization of tags i.e. incorrect data is personalized in the tags.

- 2) If Tags are lost during the distribution process, then those tags must be blocked and destroyed or can be added to the blacklist.
- 3) Tags size and format must be as per the specifications of NPCI.
- 4) Tags Fixation rules should be met properly. The welcome kit booklet should have pictographic instruction of fixing the ETC tag.
Non – availability of the NETC solution (Acquirer & Issuer)
Non – processing of the transactions in the NETC environment.
- 5) Improper fixing of RFID Tags, incorrect image while issuance of RFID Tags, incorrect physical verification of the vehicle.
- 6) Compensate the bank of any loss occurring on account thereof.

Note: service provider has to ensure that necessary process to be implemented to avoid any of the above failure scenarios at his cost. And service provider would be liable for any/all losses incurred by UCO Bank on account of lapses in process by service provider.

11. Penalty

Bank will have right to recover any opportunity loss or monetary loss incurred by the Bank due to malfunction of software/application faults/ system failure / negligence of bidder etc.

The penalty may be recovered from project cost/AMC cost/BG as per discretion of the Bank.

Sl. No	Description of Work	Turn Around time (TAT)/Service Level	Penalty
1	Project Execution/ implementation	Project implementation time: 6 Weeks:	1% of total cost for delay in project implementation/execution per week
			Maximum penalty applicable 10% of the total project cost.
2	Uptime requirement	99.99% monthly basis	99% to 99.99% Rs.5Lakhs
			98% to 98.99% Rs.10 Lakhs
			97% to 97.99% Rs.20 Lakhs
			96% to 96.99% rs.30 Lakhs (The penalty will be calculated on monthly basis), if the uptime falls below 96%, the contract may be terminated.
3	Transition requirement	Full support by the vendor within the	Rs. 25,00,000/- (Twenty five lakhs)

		specified time defined by the Bank	
4	Physical verification, image Capturing, affixing of the RFID Tag to the appropriate vehicle	Incorrect Physical verification	5 times of the disputed toll amount for the entire period.
		Incorrect image capturing	5 times of the disputed toll amount for the entire period.
		Improper affixing of the RFID tag	5 times of the disputed toll amount for the entire period.
5	Resolution of customer service complaints	Within the given time frame of 5 minutes	98.99% to 99.99% Rs.1 Lakh
			97.99% to 98.99% Rs.3 Lakh
			96.99% to 97.99% Rs.5 lakh
			95.99% to 96.99% Rs.10 Lakh (The penalty will be calculated on monthly basis), if the uptime falls below 95.99%, the contract may be terminated
6	The service provider is responsible for the debit adjustment raised by the acquirer	As per applicable TAT defined by NPCI from time to time	10 times of debit adjustment amount per instance.

12. Liquidated Damage

Notwithstanding The Bank's right to cancel the order, liquidated damages at 0.5% (Half percent) of the contract price per week will be charged for every week's delay in the specified delivery schedule. The Liquidated Damages including Service Level Penalties would be subject to a maximum of 10% of the total project cost. The Bank reserves its right to recover these amounts by any mode including adjusting from any payments to be made by the Bank to the Bidder

13. Force Majeure

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

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

Provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Selected bidder or the Bank shall not be liable for delay in performing his / her obligations resulting from any Force Majeure cause as referred to and / or defined above.

14. Contract Period:

The Period of contract is initially **for 5 years** from the date of signing of contract which may be further extended at agreed prices based on the satisfactory performance of the Bidder at the sole discretion of the Bank. The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving **90 Day's notice** without assigning any reasons. Any offer falling short of the contract validity period is liable for rejection.

The contract also covers the clause that the Bank and the selected bidder may depart well before the agreed contract period of 5 years by giving advance notice of 6 months. The other party will provide the proper support in such move. The selected bidder is to provide all the support in case of such migration.

15. Service Level Agreement

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

16. 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.

17. 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.

18. 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.

19. Indemnity

Vendor shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of the Vendor, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, (ii) breach of any of the terms of this RFP or breach of any representation or warranty by the Vendor, (iii) use of the deliverables and or services provided by the Vendor, (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project. Vendor shall further indemnify the Bank against any loss or damage to the Bank premises or property, loss of life, etc., due to the acts of the Vendor's employees or representatives.

The Vendor shall further indemnify the Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however, (i) the Bank notify the vendor in writing immediately on becoming aware of such claim, (ii) the Vendor has sole control of defence and all related settlement negotiations, (iii) the Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above, and (iv) the Bank does not make any statement or comments or

representations about the claim without prior written consent of the Vendor, except under due process of law or order of the court. It is clarified that the vendor shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank (and/or its customers, users and service providers) rights, interest and reputation.

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

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

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

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

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

The vendor shall not indemnify the Bank for

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

20. 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.

21. 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.

22. 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.

23. Guarantees

Selected bidder should guarantee that all the material as deemed suitable for the delivery and management of the Supply, Installation and Maintenance of Mail Messaging System for Central Location scope as defined under this document, are licensed and legal. All hardware and software must be supplied with their original and complete printed documentation.

24. Resolution of Disputes

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

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

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

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

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

This RFP document shall be governed and construed in accordance with the laws of India. The courts of Kolkata alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this RFP document. Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

25. Exit Option and Contract Re-Negotiation

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

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

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

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

The Bank shall have the option of purchasing the equipment from third-party suppliers, in case such equipment is available at a lower price and the Selected Bidder's offer does not match such lower price. Notwithstanding the foregoing, the

Selected Bidder shall continue to have the same obligations as contained in this scope document in relation to such equipment procured from third-party suppliers.

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

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

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

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

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

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

26. Corrupt and Fraudulent Practices

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

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

AND

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

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

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

27. Termination

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

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

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

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

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

28. 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.

29. Effect of termination

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

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

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

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

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

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

30. Arbitration

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

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

31. 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).

33. 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.

(Tender offer forwarding letter)

Tender Ref. No.: DIT/BPR&BTD/OA/618/2017-18

Date: 07/06/2017

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

Dear Sir,

Sub: Your RFP for “Selection of Vendor for Implementation of National Electronic Toll Collection (NETC) For Issuer & Acquirer on OPEX Model”

RFP Ref No. DIT/BPR&BTD/OA/618/2017-18 Dated 07/06/2017

With reference to the above RFP, having examined and understood the instructions including all annexure, terms and conditions forming part of the Bid, we hereby enclose our offer for Implementation of National Electronic Toll Collection (NETC) and will be Providing Services 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 Implement National Electronic Toll Collection (NETC) and Provide Services as per your purchase orders.

In the event of our selection by The Bank for Implementation of National Electronic Toll Collection (NETC), we will submit a Performance Guarantee for a sum equivalent to 10% of the order value to be valid for a period of 60 months (60+3 months claim period), in favour of **UCO BANK** effective from the month of execution of Service Level Agreement or successful go live whichever is earlier.

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

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

We understand that The Bank is not bound to accept the lowest or any offer the Bank may receive. We also certify that we have not been blacklisted by any PSU Bank/IBA/RBI during the last five years and also at the time of bid submission.

We enclose the following Demand Drafts/Pay Orders:

1. DD No. _____ dated _____ for **Rs 10,000/- (Rupees Ten Thousand Only)** as Cost of RFP Document &
2. BG No. _____ dated _____ for **Rs 5,00,000/- (Rupees Five Lacs only)** as EMD.

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

Dated this ____ day of ____ 2017

Signature: _____

(In the Capacity of) _____

Duly authorized to sign the tender offer for and on behalf of

Eligibility Criteria Compliance

Sl. No.	Criteria	Proof of documents to be submitted	Bidder's compliance
1.	Bidder should be a company registered in India with an established setup in India.	Certificate of Incorporation & Commencement of Business (whichever applicable) should be submitted.	
2.	The Bidder should have a minimum annual turnover of Rs 5 Crores per year during last three financial years i.e 2013-14, 2014-15 and 2015-16.	Copy of the audited balance sheets of the company showing turnover of the company should be submitted.	
3.	The Bidder should be a profit making entities (profit after tax) for the last three years i.e 2013-14, 2014-15 and 2015-16 Or Bidder should have maintained a positive net worth in the last three financial years (2013-14, 2014-15 and 2015-16)	Copy of the audited balance sheets of the company showing profit/loss/ Net Worth of the company should be submitted.	
4.	The Bidder should own the intellectual property rights of the NETC product or should have rights from the owner. If not, the Bidder should have in place proper tie-ups, commercial agreements, authorized implementation partnership for deployment/ resale/ customization of software with the product OSD whose software products are offered.	Self-Declaration from the Bidder and an authorization letter from manufacturer (OEM) to this effect should be furnished giving mandate to participate in this RFP. Self- declaration should also specify that the bidder would be solely responsible for designing, procuring and delivering the entire solution.	
5.	The bidder should not have been blacklisted by any Govt. / Govt. agency/PSUs Bank(s)/Financial Institutions in India in the past as on RFP	An undertaking to this effect must be submitted on company letter head duly signed & stamp. Please refer as per the	

	submission date.	format of Annexure – “I” .	
<p>Note: - In this tender process, either the Indian agent on behalf of Principal OEM (Original Equipment Manufacturer) or Principal OEM / OSD itself can bid but both cannot bid simultaneously. If an agent submits bid on behalf of the Principal OEM, the same agent shall not submit a bid on behalf of another Principal OEM / OSD in the same tender for the same item or product.</p>			

Techno-Functional Compliance of the Bidders (including for both Issuer & Acquirer on OPEX Model)

Sl. No.	Techno-Functional Specification	Bidders Response (S/C/U Only *)
1.	Selected bidder should possess relevant infrastructure for issuance of the NETC Tags	
2	The application software to have the provision of providing the top-up (for prepaid link account) facility through Mobile/Internet Banking/ATM/Credit cards.	
3.	The solution should offer a wallet facility to the vehicle owners for top up recharge.	
4.	The selected bidder to have inventory management of NETC tags.	
5.	The selected bidder's application to be capable for integration with NETC system of NPCI.	
6.	Registration of tag holder to NETC mapper.	
7.	To manage the various exception list defined in the NETC mapper.	
8.	Application software should process online transactions request received from NETC system.	
9.	To reimburse the acquirer for NETC payment transactions.	
10.	To securely transmit to any other parties (tag vendor) the necessary cryptographic keys needed for the correct operation of the system.	
11.	To assist/settle the disputes raised by tag holder	
12.	Necessary fraud monitoring to be in place for verification of the transaction data.	
13	Marketing & issuance of RFID Tags. (The selected bidder to be equipped with relevant infrastructure & organized team for issuance & marketing of RFID Tags supplied by Bank/Tag Manufacturer)	
14	Product Management: (a) Parameterization & Product customization as per requirements from time to time	
15	Easy On-boarding process (a) Customer category wise on-boarding & Single/bulk uploading of customer details facility	
16	Discounts (a) Discount categories and types & Auto discount calculation and notification as per the toll plazas, customer category, etc.	
17	Toll plaza pass schemes supported (a) Plaza wise schemes availability and updation & Type of exemptions i.e. customer type, local	

	pass, etc.	
18	Issuance/On boarding (a) Customer category wise issuance and activation ,Online/offline activation & Customer wallet, RFID Account facility	
19	Account Management (a) Customer wise total account management/history & Updation and retrieving different passes account wise	
20	Top up and payments (a) Type(s) of top up channels, Accuracy, Channels which are available offline & online	
21	RFID Tag holder portal (a) User interface of the app, Availability on mobile, web, app, etc. Uninterrupted 24*7 availability on different OS, Complaint management and resolution through portal.	
22	Security (a) Type of validations (first factor, second factor etc.)/Password management/History management	
23	Notifications (a) SMS/E-Mail/Both/Any other	
25	Chargeback Processing for Dispute Management & Reconciliation of Transaction	
25	Hosting of Solution at the Bidder's Data Center and 100% DR replica	
26	Marketing and Issuance of RFID Tag	
27	Presentation and or Site Visit	
28	Notifications 1. SMS 2. E-Mail 3. Both	
29	RFID tag holder portal 1. User Interface of the app 2. Availability on mobile, web, app etc. 3. uninterrupted 24x7 availability on different OS 4. Complaint Management and resolution through portal.	

Signature and Seal of Company

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

Scale	Description
S	Standard: Required features readily available and to be provided by the bidder. The proposed solution offered should have at least 75% of the requirement as readily available.

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

Marks will be allotted against the responses to each of the point mentioned as per the following marking pattern

Points	Description
3	S- Standard Feature
2	C-Customization Required
0	U- Unavailable

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

Name of bidder:

1. Location

Regd. Office:

Controlling Office:

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

	2013-14	2014-15	2015-16
Net Worth			
Turnover			
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 PSU organization/BFSI in India specifying the number of Banks and branches**

Details of Experience in implementation of similar orders

PSU Organization/BFSI		
Name of Organization	Period	
	From	To

N.B. Enclose copies of Purchase Orders as references

Signature of Bidder: _____

Place:

Name: _____

Date:

Business Address: _____

Format of Bank Guarantee (EMD)

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

Dear Sir,

In response to your invitation to respond to your RFP for Implementation of National Electronic Toll Collection, M/s _____ having their registered office at _____ hereinafter called the 'Bidder') wish to respond to the said Request for Proposal (RFP) and submit the proposal for Implementation of National Electronic Toll Collection 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. 5 Lacs (Rupees Five Lacs Only)** as bid security as required to be submitted by the 'Bidder' as a condition for participation in the said process of RFP.

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

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

We undertake to pay immediately on demand to UCO BANK the said amount of Rupees Twenty Lacs without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/ enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any Demand made by UCO BANK which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed **Rs. 5.00 Lacs only** (Rupees Five Lacs 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

Authorised Official

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



Undertaking from Original Equipment Manufacturer (OEM)

To

The Deputy General Manager (IT, BPR & BTB)

Department of Information Technology

5th Floor, 3 & 4 DD Block

Sector – 1, Salt Lake

Kolkata-700064

Dear Sir,

Subject: Request for Proposal (RFP) for “Selection of Vendor for Implementation of National Electronic Toll Collection (NETC) For Issuer & Acquirer on OPEX Model”

RFP Ref No. DIT/BPR&BTB/OA/618/2017-18 Dated 07/06/2017

We (Name of the Manufacturer) who are established and reputable manufacturers of having factories at _____, _____ and _____ do hereby authorize M/s _____ (Name and Address of Bidder) to offer their quotation, negotiate and conclude the contract with you against the above invitation for _____ Bid _____ offer.

We hereby extend our guarantee and warranty as per terms and conditions of the Bid and the contract for the equipment and services offered against this invitation for Bid offer by the above firm. We undertake to provide back to back support for spare and skill No. by the above mentioned Bidder, and hereby undertake to perform the obligations as set out in the RFP Ref. No. in respect of such equipment's and services.

Yours Faithfully

Authorised Signatory (Name: Phone No. Fax E_mail)

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

Bill of Material (Commercial Format)

ETC end-to-end solution cost for Issuer On OPEX Model								
Sl. No	Particulars	%	Amount (in Rs.)					Switching Charges (in Rs.)
			1 st year	2 nd year	3 rd year	4 th year	5 th year	
1	Per transaction switching charges of issuer portion in %. It should not be more than 50% of the issuer part. These switching charges will be paid to the vendor.							
2	Please quote the value while keeping 3,00,000 transactions in 5 years and Rs. 50 as per transaction cost.							
3	Any one time charges							
4	Operational & Marketing Services							
5	ATS							
6	AMC							
7	Cost of escrow arrangement							

ETC end-to-end solution cost for Acquirer On OPEX Model								
Sl. No	Particulars	%	Amount (in Rs.)					Switching Charges (in Rs.)
			1 st year	2 nd year	3 rd year	4 th year	5 th year	
1	Per transaction switching charges of issuer portion in %. It should not be more than 50% of the issuer part. These switching charges will be paid to the vendor.							
2	Please quote the value while keeping 10,00,000 transactions in 5 years and Rs. 50 as per transaction cost.							
3	Any one time charges							
4	Operational & Marketing Services							
5	ATS							
6	AMC							
7	Cost of escrow arrangement							

Note:

1. The '**per transaction percentage cost**' quoted should be inclusive of all taxes.
2. The vendor quoting the lowest rate (TCO) will be considered the L-1.
3. In case there is any difference in rate quoted given in words and figures, the rate written in words shall be considered final and binding.
4. The payment to the selected bidder shall be paid as per the '**per transaction percentage cost**' multiplied by number of transactions.
5. The costs for the escrow arrangement will be borne by the vendor.
6. For Deriving switching charges in issuer and acquirer for commercial, bidder has to quote their value by considering the Bank margin of 1.5% per Rs. 100/- in issuer case while 1.25% in acquirer case. In any case it should not cross the 0.5% of the Bank portion.

Place:

Date:

Authorised Signatory

Name:

Stamp:

Commercial Format

Table – A (ETC end-to-end solution cost for Issuer on OPEX Model)								
Sl. No	Description	%	Amount (in Rs.)					Switching Charges (in Rs.)
			1 st year	2 nd year	3 rd year	4 th year	5 th year	
1	Per transaction switching charges of issuer portion in %. It should not be more than 50% of the issuer part. These switching charges will be paid to the vendor.							
2	Please quote the value while keeping 3,00,000 transactions in 5 years and Rs. 50 as per transaction cost.							
3	Any one time charges							
4	Operational & Marketing Services							
5	ATS							
6	AMC							
7	Cost of escrow arrangement							
Total Cost of Ownership (TCO) in figures (in Rs.)								
Total Cost of Ownership (TCO) in words (in Rs.)								

Table – B (ETC end-to-end solution cost for Acquirer on OPEX Model)

Sl. No	Description	%	Amount (in Rs.)					Switching Charges (in Rs.)
			1 st year	2 nd year	3 rd year	4 th year	5 th year	
1	Per transaction switching charges of issuer portion in %. It should not be more than 50% of the issuer part. These switching charges will be paid to the vendor.							
2	Please quote the value while keeping 10,00,000 transactions in 5 years and Rs. 50 as per transaction cost.							
3	Any one time charges							
4	Operational & Marketing Services							
5	ATS							
6	AMC							
7	Cost of escrow arrangement							
Total Cost of Ownership (TCO) in figures (in Rs.)								
Total Cost of Ownership (TCO) in words (in Rs.)								

Table - C

Total cost of Ownership, C = Total cost of Table A + Total cost of Table B (in figures)	
Total cost of Ownership, C = Total cost of Table A + Total cost of Table B (in words)	

Note:

1. The '**per transaction percentage cost**' quoted should be inclusive of all taxes.
2. The vendor quoting the lowest rate (TCO) will be considered the L-1.
3. In case there is any difference in rate quoted given in words and figures, the rate written in words shall be considered final and binding.
4. The payment to the selected bidder shall be paid as per the '**per transaction percentage cost**' multiplied by number of transactions.
5. The costs for the escrow arrangement will be borne by the vendor.
6. For Deriving switching charges in issuer and acquirer for commercial, bidder has to quote their value by considering the Bank margin of 1.5% per Rs. 100/- in issuer case while 1.25% in acquirer case. In any case it should not cross the 0.5% of the Bank portion.

Place:

Date:

Authorised Signatory

Name:

Stamp:



Undertaking by the Bidder

To

The Deputy General Manager

IT, BPR & BTD

UCO Bank, Head Office

Department of Information Technology

5th Floor, 3&4, DD Block, Sector-I

Salt Lake, Kolkata -700064

Dear Sir(s),

Sub: Selection of Vendor for Implementation of National Electronic Toll Collection (NETC) for Issuer & Acquirer on OPEX Model

"RFP REF NO: DIT/BPR & BTD/OA/618/2017-18 Date: 07/06/2017"

a) We, M/s _____, the undersigned, hereby confirm that we have read and understand the eligibility criteria and fulfill 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.

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

DECLARATION-CUM-UNDERTAKING

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

To

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

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, Bye-Laws, Guidelines, Notifications etc.

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.

Dated this _____ day of _____, 20 _____ .

Place:

For M/s.

.....

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

PROFORMA FOR DEED OF INDEMNITY

This Deed of Indemnity executed at On the _____ day of _____ 2017 by M/s Name of the vendor (hereinafter referred to as "the Indemnifier" or "Vendor" which expression shall unless it be repugnant to the context, subject or meaning thereof, shall be deemed to mean and include successors and permitted assigns);

IN FAVOUR OF

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

WHEREAS

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

NOW THIS DEED WITNESSETH AS UNDER:-

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

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

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

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

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

1. Non-compliance of the vendor with Laws / Governmental Requirements
 2. Negligence and misconduct of the Vendor, its employees, and agents
Breach of any terms of RFP, Representation or Warranty
 3. Act or omission in performance of service.
1. the Indemnifier shall, at all times hereinafter, save and keep harmless and indemnified UCO BANK, including its respective directors, officers, and employees and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against UCO BANK by

whomsoever and all losses, damages, costs, charges and expenses that UCO BANK may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, guidelines and also from the environmental damages, if any, which may occur during the contract period.

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

person. Indemnifier shall not assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of UCO BANK

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

Signed and Delivered on behalf of

(_____)

by the hand of (_____),

(the authorized official of the Indemnifier)



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

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

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

2. We[indicate the name of the bank ISSUING THE BANK GUARANTEE] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from Purchaser stating that the amount claimed is due by way of loss or damage caused to or breach by the said VENDOR of any of the terms or conditions contained in the said Agreement or by reason of the VENDOR'S failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.
3. We undertake to pay to Purchaser any money so demanded notwithstanding any dispute or disputes raised by the VENDOR in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment as made by us under this bond shall be a valid discharge of our liability for payment there under and the VENDOR for payment there under and the VENDOR shall have no claim against us for making such payment.

4. We ... [indicate the name of the bank ISSUING THE GUARANTEE] further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BANK under or by virtue of the said have been fully paid and its claims satisfied or discharged or till Purchaser certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said VENDOR and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before(Expiry of claim period), we shall be discharged from all liabilities under this guarantee thereafter.
5. We [Indicate the name of bank ISSUING THE GUARANTEE] further agree with Purchaser that Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said VENDOR from time or to postpone for any time, or from time to time any of the powers exercisable by UCO BANK against the said VENDOR and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variation, or extension being granted to the said VENDOR or for any forbearance, act or omission on the part of UCO BANK of any indulgence by UCO BANK to the said VENDOR or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the VENDOR.
7. We, [Indicate the name of Bank ISSUING THE GUARANTEE] lastly undertake not to revoke this guarantee during its currency except with the previous consent of Purchaser in writing. Notwithstanding anything contained herein:
- i) Our liability under this Bank Guarantee shall not exceed Rs.... (Rupees.....) only.
 - ii) This Bank Guarantee shall be valid upto and
 - iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before (date of expiry of Guarantee including claim period).
8. Dated the day of for [Indicate the name of Bank]

NOTE:

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



PRE CONTRACT INTEGRITY PACT
(To be stamped as per the Stamp Law of the Respective State)

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on.....day of the month of....., 20__between, on one hand UCO BANK, a body corporate constituted under The Banking companies (Acquisition & Transfer Act of 1970), as amended by The Banking Laws (Amendment) Act, 1985, having its Head Office at 10, Biplabi Trailokya Maharaj Sarani , Kolkata-700001 {hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s.....represented by Shri..... (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

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

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

NOW, THEREFORE,

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

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

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

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

Commitments of the BUYER

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

Commitments of BIDDERS

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

commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the

officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

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

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

4. Previous Transgression

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

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

5. Earnest Money (Security Deposit)

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

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

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

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

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

6. Sanctions for Violations

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

- i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of UCO Bank, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
- v) To en-cash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

- vii) To debar the BIDDER from participating in future bidding processes of the UCO Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

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

7. Fall Clause

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PS U and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

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

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

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

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

12. Validity

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.



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

BUYER

BIDDER

Name of the Officer

Authorised Signatory

Designation

Deptt

Witness

Witness

1.

1.

2.

2.



NON-DISCLOSURE AGREEMENT

Tender Ref. No.: DIT/BPR&BTD/OA/618/2017-18

Date: 07/06/2017

We, _____ having _____ Registered _____ Office at _____, hereinafter referred to as the First party, are agreeable to offering National Electronic Toll Collection (NETC) for issuer & acquirer on OPEX Model to UCO Bank, having its head office at 10 BTM Sarani, Kolkata - 700 001, hereinafter referred to as Second party and,

WHEREAS, the First Party understands that the information regarding Second party's National Electronic Toll Collection (NETC) for issuer & Acquirer on OPEX Model shared by Second party in their Request for Proposal is confidential and/or proprietary to Second party, and

WHEREAS, the First Party understands that in the course of submission of the offer for the National Electronic Toll Collection (NETC) for Issuer & acquirer on OPEX Model and Services and/or in the aftermath thereof, it may be necessary that the First Party may perform certain jobs/duties on Second party's properties and/or have access to certain plans, documents, approvals or information of Second party;

NOW THEREFORE, in consideration of the foregoing, the First Party agrees to all of the following conditions, in order to induce Second party to grant the First Party specific access to Second party's property/information

The First Party will not publish or disclose to others, nor, use in any services that the First Party performs for others, any confidential or proprietary information belonging to Second party, unless the "(First Party has first obtained Second party's written authorisation to do so;

The First Party agrees that notes, specifications, designs, memoranda and other data shared by Second party or, prepared or produced by the First Party for the purpose of submitting the offer to Second party for the said Financial Inclusion Solution and Services, will not be disclosed to during or subsequent to submission of the offer to Second party, to anyone outside Second party

The First Party shall not, without Second party's written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of Second party in connection therewith, to any person(s) other than those employed/engaged by the First Party for the purpose of submitting the offer to Second party and/or for the performance of the Contract in the aftermath. Disclosure to any employed/engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Place:

Date:

Authorised Signatory

Name:

Stamp:

