

Request for Proposal (RFP)

For

SET UP, MANAGE AND OPERATE MERCHANT ACQUIRING BUSINESS THROUGH POS ON REVENUE SHARING MODEL



POS Cell, DIT, BPR & BTB (5th Floor)
UCO Bank Head Office,
DD 3&4, Sector 1 Salt Lake, Kolkata 700064
West Bengal

RFP REF NO: DIT/BPR&BTB/OA/1488/2019-20 Date: 08/07/2019

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, 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 Set up, Manage and Operate Merchant acquiring business through POS on revenue sharing Model. It should not be reused or copied or used either partially or fully in any form.

Bid Control Sheet

Tender Reference	DIT/BPR&BTD/OA/1488/2019-20 dated 08.07.2019
Cost of Tender documents	Rs.10000/- (Rupees Ten Thousand only) + GST @ 18%
Date of issue of RFP	08.07.2019
Earnest Money Deposit (EMD)	Rs.10,00,000/- (Rupees Ten Lacs only) (in the form of Bank Guarantee)
Date of web upload of RFP cum tender document	08.07.2019
Last date for submitting queries for the Pre-bid Meeting	16.07.2019
Pre-Bid meeting /Venue	17.07.2019 at 12:30 PM, UCO BANK, Head Office-2, Department of Information Technology, 5th Floor,3 & 4 DD Block, Sector -1, Salt Lake, Kolkata-700 064.
Last Date and Time for receipts of tender bids	08.08.2019 at 4:00 PM
Opening of Part-A Confirmity to Eligibility Criteria	08.08.2019 at 4:30 PM
Opening of Part-B Technical Proposal	Will be intimated at a later date.
Opening of Price/Commecial Bid	Will be informed subsequently to technically qualified bidders.
Address of Communication	UCO BANK, Head Office-2, Department of Information Technology, 5th Floor,3 & 4 DD Block, Sector -1, Salt Lake, Kolkata-700 064.
Email address	hodit.proc@ucobank.co.in digital@ucobank.co.in
Contact Telephone Numbers	Tel: 033-4455 8426/7313/9775/9770
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: This document can be downloaded from Bank's website <https://www.ucobank.com/English/tenders.aspx> In that event, the bidders should pay the Application Fee for tender document by means of DD, drawn on any scheduled Commercial Bank or through NEFT for the above amount in favour of UCO Bank, payable at Kolkata and submit the same along with the Bid document. 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 4:30 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. The bidder appointed under the RFP document shall own the single point responsibility for fulfilling all obligations and providing all deliverables and services required for successful implementation of the project. Unless agreed to specifically by the Bank in writing for any changes in the document issued, the bidder responses should comply with the scope of work. Unless expressly overridden by the specific agreement to be entered into between the Bank and the bidder, the RFP document shall be the governing document for arrangement between the Bank and the selected bidder in terms of this RFP document

DISCLAIMER

The information contained in this Request for Proposal ("RFP") document or information provided subsequently to bidders or applicants whether verbally or in documentary form by or on behalf of UCO Bank (or Bank), is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided. This RFP document is not an agreement and is not an offer or invitation by UCO Bank to any parties other than the applicants who are qualified to submit the bids (hereinafter individually and collectively referred to as "Bidder" or "Bidders" respectively). The purpose of this RFP is to provide the Bidders with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder require. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP. UCO Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. The information contained in the RFP document is selective and is subject to updating, expansion, revision and amendment. It does not purport to contain all the information that a Bidder require. UCO Bank does not undertake to provide any Bidder with access to any additional information or to update the information in the RFP document or to correct any inaccuracies therein, which may become apparent.

UCO Bank reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this RFP and/or the bidding process, without assigning any reasons whatsoever. Such change will be published on the Bank's Website and it will become part and parcel of RFP.

UCO Bank in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. UCO Bank reserves the right to reject any or all the expression of interest / proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of UCO Bank shall be final, conclusive and binding on all the parties.

Abbreviations used in this Document:

1	AMC	Annual Maintenance Contract
2	BG	Bank Guarantee
3	CST	Central Sales Tax
4	DD	Demand Draft
5	DIT	Department of Information Technology
6	EMD	Earnest Money Deposit
7	HO	Head Office
8	LAN	Local Area Network
9	LD	Liquidated Damage
10	LST	Local Service Tax
11	ME	Merchant Establishment
12	MDR	Merchant Discount rate
13	NEFT	National Electronic Funds Transfer
14	NI Act	Negotiable Instruments Act
15	OEM	Original Equipment Manufacturer
16	OS	Operating System
17	POC	Proof of Concept
18	POS	Point of Sale
19	RFP	Request For Proposal [Interalia the term 'Tender' is also used]
20	RTGS	Real Time Gross Settlement
21	VAT	Value Added Tax
22	GST	Goods and Services Tax

LIST OF CONTENTS

Clause No.	TOPIC	Clause No.	TOPIC
	A. INTRODUCTION		
1	About UCO Bank	28	Correction of error in Commercial bid
2	Definition	29	Determination of H1 Price
3	About RFP	30	Splitting of Purchase Order
4	Objective	31	Bid Validity Period
5	Eligibility Criteria	32	Proposal ownership
6	Participation Methodology	33	Project ownership
7	Requirement Details	34	Acceptance of offer
8	Scope of Work	35	Right to alter Scope
	B. BID PROCESS	36	Award of Contracts
9	Bid Document and Cost	37	Project Team
10	Clarification to RFP & Pre-Bid Queries	38	Project plan
11	Pre-Bid Meeting	39	Deliverable
12	Amendment to Bidding Document		D. Terms and Stipulations
13	Bid System Offer	40	Effective Date
14	Preparation of Bids	41	Project execution
15	EMD/BG in Lieu of EMD	42	Security Deposit / Performance Bank Guarantee
16	Documentation	43	Execution of Agreement
17	Cost & Currency	44	Service Level Support Response Times & Penalties
18	Erasures or Alteration	45	Penalty
19	Assumptions / Presumptions / Modifications	46	Pricing & Payment
20	Submission of Bid	47	Payment Terms
21	Bid opening	48	Order cancellation
	C. SELECTION OF BIDDER	49	Training
22	Preliminary Scrutiny	50	Project Timelines
23	Clarification of Offers	51	Terms & Conditions
24	Bidders Presentation / Site Visit / POC		E. GENERAL CONDITIONS
25	Normalization of BID	52	General Order Terms
26	Evaluation of Bids	53	Intellectual Property Rights
27	Short listing of Bidder	54	Roles & Responsibility during project Implementation

55	Indemnity		
57	Assignment		
58	Publicity		
59	Guarantees		
60	Confidentiality and Non-Disclosure		
61	Amendments to the agreements		
62	General contract agreement conditions		
63	Negligence		
64	Responsibility for completeness		
65	Responsibilities of the Bank		
66	Responsibilities of the Successful Bidder		
67	Human Resource Requirement		
68	Social Media Policy		
69	Force majeure		
70	Corrupt and Fraudulent Practices		
71	Adoption of Integrity Pact		
72	Government of India Guidelines on Purchase Preferences		
73	Resolution of Disputes		
74	Modification/Cancellation of RFP		
75	Legal Disputes and Jurisdiction of Court		

ANNEXURES(To be submitted with Part A- conformity to eligibility criteria)

1	Check List	
2	Eligibility Criteria declaration	
3	Bid Covering Letter Format	
4	Authorization Letter Format	
5	Applicant's Profile	
6	Non-Disclosure agreement format	
7	Masked Commercial Format	
8	Integrity Pact	
9	Tender fee details (If NEFT done)	
10	Pre-contract integrity Pact	

ANNEXURES (To be submitted with Part B-Technical Proposal)

7	Technical Bid Covering letter Format	
8	Track Record and Merchant Acquiring Business through POS on Revenue sharing Model	
9	Technical Evaluation sheet	
10	Compliance Statement	
11	Undertaking Letter Format	
12	Escalation Matrix	
13	Masked commercial (As per Annexure-13)	
ANNEXURES (To be submitted with Part-C -Commercial Bid)		
14	Commercial Format as per Annexure-14	

APPENDICES		
A.	Instructions for Part A- Conformity to Eligibility criteria	
B.	Instructions for Part B-Technical Proposal	
C.	Instructions for Part C-Commercial Bid	
D.	Proforma Bank Guarantee for Contract Performance	
E.	Bank Guarantee Format for Earnest Money Deposit	

A. INTRODUCTION

1. About UCO Bank

UCO BANK, a body Corporate and a premier Public Sector Bank established in the Year 1943 and nationalized under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its Head office at 10 BTM Sarani, Kolkata- 700001. The Bank is having PAN India presence of more than 3000 branches and 42 Zonal offices situated across the States. The Bank is working on Core Banking System using Finacle solutions. The Bank is a forerunner in implementation of IT related products and services and continuously making efforts to provide state of the art technological products to its customers.

2. Definitions

- a) 'Bank' means unless excluded by and repugnant context or the meaning thereof, shall mean 'UCO Bank', described in more detail in paragraph 1 above and which has invited bids under this Request for Proposal and shall be deemed to include its successor and permitted assigns.
- b) 'RFP' means Request for Proposal for Selection of vendors to Set up, Manage and Operate Merchant Acquiring Business through POS on Revenue Sharing Model.
- c) 'Bidder' means a vendor submitting the proposal in response of RFP.
- d) 'Contract' means the agreement signed by successful bidder and the Bank at the conclusion of bidding process, wherever required.
- e) 'Successful Bidder'/ 'H1 bidder' means the Bidder who is found to be the highest bidder, subject to compliance of all the Terms and Conditions of the RFP, etc.
- f) 'Solution' means Set up, Manage, Market and Operate Merchant Acquiring Business through POS & other associated acquiring Channels on Revenue Sharing Model as per this RFP.
- g) 'Proposal' means that Technical proposal and financial proposal as per the formats prescribed in the RFP.

3. About RFP

The Bank wishes to Set up, Manage, Merchant outsource and Operate Merchant Acquiring Business through POS & other associated acquiring Channels on Revenue Sharing Model. In this connection, Bank invites sealed offers ('Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid') for Set up, Manage, Merchant outsourcing and Operate Merchant Acquiring Business through POS & other associated acquiring Channels on

Revenue Sharing Model as per the Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document.

The RFP document is not a recommendation, offer or invitation to enter into a contract agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and successful bidder as identified by the Bank after completion of the selection process.

4. Objective

Bank intends to select a vendor who can Set up, Manage, Merchant outsourcing and Operate Merchant Acquiring Business through Me-PoS & other associated acquiring Channels on Revenue Sharing Model for Minimum 75000 PoS terminals(number of terminals are indicative only) over the next 3 years.

5. Eligibility Criteria:

Due to the complexity of the business and operation of POS, only bidders who qualify on each and all of the criteria mentioned below and in Annexure- 2, would be qualified to submit the bid and will be evaluated as per details provided further in this document. The Bidder should be a single entity. No consortium is allowed. Bidder should provide full details on each of the below requirements.

Sl.	Eligibility Criteria	Documentary proof required for each of the eligibility criteria stipulated
1.	The Bidder must be a Firm /Company incorporated in India with considerable expertise in setting up merchant acquiring business, framing merchant acquiring policy, operational procedures for at least one scheduled commercial banks in India.	Certified copy of certificate of incorporation in case of Private Limited Company and Certificate of commencement of business in case of public Limited Company shall be Enclosed
2.	The bidder should have executed at least ONE full cycles of ME business process right from acquisition of merchants to Reconciliation and settlement and also managing chargeback process and risks for at least 1 Scheduled Commercial banks in India and has installed minimum of 25,000 POS terminals.	Certificate from the Acquiring bank to be enclosed.

3.	The Bidder should have its own switch/license or through third party switch/license to use the third party switch for routing POS transactions, Merchant Management system, Underwriting system, Risk Monitoring(Both Merchant underwriting and Transaction monitoring) and settlement & Recon system	Certificate from the Acquiring bank to be enclosed
4.	The bidder should be PCI- DSS certified & compliant.	Copy of certificate shall be enclosed
5	The Bidder should own/ have a valid license from Card Network Associations Visa, Master & Rupay and should be in POS Acquiry Business for the past two years which involves activities like Direct Acquisition of Merchants, POS deployment, maintenance, transaction, POS transaction processing, enabling the payments to Acquiring Banks, Merchant Payment net of MDR, monitoring of transactions, dispute Management etc. The infrastructure should be in use by at least One Scheduled Commercial banks in India for switching POS transactions.	Certificate from the Acquiring bank to be enclosed
6	The bidder through own switch/ third party switch (which bidder is licensed to use) should have connectivity with Network/scheme provider for routing VISA, AMEX, Mastercard and RuPay transactions.	Self-Declaration on company letterhead signed by authorized signatory.
7	The bidder should have both primary and DR Centre fully audited and complied with VISA, MasterCard, RUPAY & AMEX guidelines	Bidder has to submit the latest audit certificate in this regard
8	The bidder should have a total turnover of Rs. 25 Crores during the last financial year as on 31/03/2018	Bidder has to submit Audited Balance Sheet for last 2 Years (i.e. 2016-17 and 2017-18). AND Bidder must produce a certificate from the Company's Chartered Accountant to this effect. The documents certified by Chartered Accountants should mandatorily contain Unique Document Identification Number.

9	The firm/Company should have a positive net worth in last two years.	The Bidder must produce a certificate from the Company's Chartered Accountant to this effect. The documents certified by Chartered Accountants should mandatorily contain Unique Document Identification Number.
10	The bidder should not have been blacklisted by any Govt. /Govt. Agency / Bank(s) / Financial Institutions / RBI / IBA in India as of RFP issue date for breach of any applicable law or violation of regulatory prescriptions or breach of agreements.	Declaration in the letterhead of the bidder's company to that effect should be submitted regarding non-blacklisting of the company.
11	The bidder should ensure that there are: a. No legal proceedings pending or threatened against bidder or which adversely affect / may affect performance under the contract; and b. No inquiries or investigations have been threatened, commenced or pending against the bidder or by any statutory or regulatory or investigative agencies.	Declaration in the letterhead of the bidder's company to that effect duly certified by Statutory Auditor should be submitted.

Note:-

- a. Documentary Evidence for compliance to each of the eligibility criteria must be enclosed along with the bid together with references.
- b. If the declaration/any documents given by the vendor is found to be false at later date, Bank reserves the right to disqualify the vendor or cancel the contract.

The Bidder must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Undertaking for subsequent submission of any of the required document will not be entertained under any circumstances. However, UCO BANK reserves the right to seek clarifications on the already submitted documents. Non-compliance of any of the criteria will entail rejection of the offer summarily. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder

6. Participation Methodology:

- a) In a tender, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but, both cannot bid simultaneously for the same solution in the same tender.
- b) If an agent bids on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same solution.
- c) The principal Bidder should assume responsibility on behalf of the OEM/Agent for providing end-to-end solution i.e., technology,

personnel, financial and any other infrastructure that would be required to meet intent of this RFP.

7. Requirement Details

Bank intends to avail services to Set up, Manage, Merchant outsource and Operate Merchant Acquiring Business through POS on Revenue Sharing Model.

The details of model are as follows:

Revenue sharing Model

- a) The successful Bidder shall manage the end-to-end POS acquiring business ranging from Merchant sourcing, Documentation, On-Boarding of Merchants, Capital investment in procurement of POS machines, deployment of POS Machines, Merchant training/Education, maintenance of POS terminals along with operating system & other peripherals, Attending Merchant queries/ ,complaints, Providing consumables, transaction processing, field services at Merchant locations for acceptance of all types of cards issued in association with VISA, MasterCard, RUPAY & Amex, Fraud Risk Management, Recon & Merchant Settlement, Settlement with Card Associations including issuer interchange, network charges etc., Staging, de-installation of POS machines (at MEs request/un-remunerative machines after proper notice to the MEs), Managing disputes like charge back etc. and incurring chargeback liability, any penalties from regulator/Network Associations for non-compliance (including KYC), fraud liability, VISA VFMP, MasterCard QMAP & other network liabilities, on Revenue Sharing Model with no cost to the Bank.
- b) The net revenue generated from the acquiring business after apportioning VISA/MC/ RUPAY/Amex transaction charges & Issuer Interchange (Net revenue after removing all the cost) shall be shared between the Bank and the successful Bidder on 60:40 (60 percent will be of the Bank and 40 percent of the selected bidder).
- c) Separate standard MDR for all variants of Credit Cards shall be fixed by Bank in mutual discussion with the selected bidder.
- d) MDR and other charges to be levied to the merchants will be decided by the Bank in consultation with the successful Bidder.
- e) If the MDR is lower than the standard MDR or waived by the Bank and also rent is waived or reduced by the Bank, the differential cost shall be borne by the Bank and the proportionate amount due to the vendor as per stipulated standard MDR shall be paid to the successful bidder.
- f) Similarly, if MDR/rent is waived or reduced by the successful Bidder,

the same shall be borne by the successful bidder and the proportionate amount due to the Bank as per stipulated standard MDR shall be recovered from the successful bidder.

- g) The rate quoted should be in terms of percentage (%) of Net revenue (MDR+ charges for VAS + surcharge if any+ Any other revenue other than monthly rent for POS machines – interchange – Network charges) exclusive of GST & other applicable taxes.
- h) All the other charges/expenses i.e., routing charges payable to Card Schemes, Cost of consumables, Certification of terminals/systems, maintenance of terminals etc. will have to be borne by the successful Bidder.
- i) The successful Bidder will be assisting the bank in driving volumes at merchants sourced by the vendor as well as merchants sourced by the Bank.
- j) The successful Bidder should take care of all the marketing and other charges like pamphlets/advertising cost/ for driving more volumes for such merchants sourced by the bidder. The successful Bidder should also assist the bank in driving volumes for the merchants location sourced by the bank. All the promotional activities would be handled by the bidder with no cost to the bank.
- k) Bidder can source Merchants with or without CASA accounts with UCO Bank.
- l) VISA, MasterCard, RuPay, JCB, UPI & Amex certification charges including audit charges shall be borne by the Successful Bidder along with all other tools charges.
- m) Successful Bidder shall provide details of transactions, Transaction alert reports, POS Terminal-wise performance, and other reports as per the requirement of the Bank
- n) Cost of patch and software up-gradation, additional features in POS machine on account of Regulatory, statutory, Network, and Security compliance shall be borne by the successful Bidder.
- o) The consumables shall be supplied by the successful bidder at their cost.
- p) There will not be any Capital or revenue investment from the Bank.
- q) Acquiring BIN will be of the Bank.
- r) The Successful Bidder shall execute a non-disclosure Agreement with the Bank regarding customer data in the format prescribed by the Bank.
- s) The successful Bidder shall execute an 'Integrity pact' along with the Bank in terms of the guidelines of Central Vigilance Commission(CVC) in the format provided by CVC.
- t) The settlement will be routed through the Bank and all support for

settlement process shall be provided by the successful Bidder including Merchant payment after collecting MDR, rent & other charges, settlement with Card Associations like payment of issuer interchange, transaction charges, issuer interchange to our Bank for on-us card transactions, GST payments, income sharing etc.

- u) Amount due to the Bank from Network Associations (VISA, MasterCard, RuPay & Amex) during the settlement process shall be claimed & received promptly and any delay in staging/claiming legitimate amount due to the Bank and consequent income loss including the cost of funds on account of that shall be borne by the successful Bidder and shall be compensated to the Bank.
- v) The successful bidder shall have a dedicated team for attending trouble shooting calls and other Merchant queries. The trouble shooting shall be done as per the timelines fixed in the Service Level Support Response Time & Penalties (Clause No: 44). Any delay attracts levy of Liquidated damages/penalty by the Bank, as per Clause No 44 of this document.
- w) Successful Bidder shall adhere to the timelines fixed in the Service Level Support Response Time & Penalties (Clause No:44) for installation/de-installation of POS machines and in attending & rectifying trouble shooting calls by Merchants. Any delay attracts levy of Liquidated damages/penalty by the Bank, as per Clause No 44 of this document.
- x) The selected bidder/s is required to interact and integrate with other aggregators present in the market for tapping the super retail merchant segment.

8. Scope of Work

- a. The scope of RFP involves end-to-end POS acquiring business ranging from Merchant sourcing, Documentation, On-Boarding of Merchants, Capital investment in procurement of POS machines, deployment of POS Machines, Merchant training/Education, maintenance of POS terminals along with operating system & other peripherals, Attending Merchant queries, Providing consumables, transaction processing, field services at Merchant locations for acceptance of all types of cards issued in association with VISA, MasterCard, RUPAY & Amex, Fraud Risk Management, Recon & Merchant Settlement, Settlement with Card Associations including issuer interchange, network charges etc., Staging, de-installation of POS machines (at MEs request/un-remunerative machines after proper notice to the MEs), Managing disputes like Chargeback disputes etc. and incurring chargeback liability, any

penalties from regulator/Network Associations for non-compliance (including KYC), fraud liability, VISA VFMP, MasterCard QMAP & other network liabilities, on Revenue Sharing Model with no cost to the Bank.

- b. The Bank desires to offer the POS Machines delivery channel to:
Merchant Establishments of bidder/banks
Subsidiaries and other banks with which the Bank may forge tie-ups
- c. The POS terminals being deployed must-
 - Be Fully EMV compliant (as per latest revisions)
 - Be in the approved terminal list of the EMV Co.
 - Be Chip-compliant and capable of PIN acceptance for chip cards.
 - Have unique double length Terminal Master Key.
 - Have TLE & UKPT/DUKPT functionality.
- d. The selected bidder/s is required to interact and integrate with other aggregators present in the market for tapping the super retail merchant segment.

A. Scope of Contract and Deliverables:

- a) There will be a master contract between the Bank and the selected Bidder for entire POS business so that for each merchant acquisition, Bank can execute the contract with the merchant directly. However, due to any reason, if the rent is not recoverable from the merchant, the responsibility will be on the respective bidder for recovery of rent. Bank will assist the Bidder in every possible way for recovery of the rent/loss on the strength of the merchant agreement executed by the merchant with the Bank.
- b) The Bank is inviting offers from Bidders, capable and experienced in all aspects relating to Merchant POS Acquiring business by deploying EMV-II Compliant PoS Machines, capable of reading Chip Card and PIN acceptance for Chip Cards, at their own cost at various Merchant locations across the country and maintain them.
- c) The Bidder should disclose the brand, model and manufacturer's name of the PoS Machines to be offered to the Bank.
- d) The PoS terminals should be connected to the bidder's switch / third party switch on behalf of Bidder for routing/accounting of transaction and then to the VISA, MasterCard, RUPAY, Amex Bank's switch and others.
- e) The Merchant should be able to submit the daily Transactions/Bills

online to the bidder for settlement through Batch Settlement / auto batch settlement process. The merchant agreement between the Bank and Merchant will provide for safe keeping of the records including charge slip by the merchant

- f) The bidder should have the capability to supply and install PoS terminals, Merchant Management, Marketing, Sourcing of merchants and Training, while the Bank will provide the Lead and necessary assistance in sourcing the Merchants.
- g) Maintenance of effective Customer Relationship Management tools for maintenance of customer relationship and complaint management which include helpdesk to address Merchant complaints, settlement etc.
- h) All transaction at POS terminals shall be card present. Manual key entry shall not be permitted at any POS terminals without specific permission from the Bank and the respective Bidder will be responsible for any loss on account of manual key transactions permitted on their POS terminals contravening this condition.
- i) Machines deployed at merchant locations should have UCO BANK branding at prominent part.
- j) Selected bidder to provide web-page (must – can be hosted at Bank's website) or mobile app (if possible) as lead generator.

B. The Bidder shall comply with / provide confirmation on the following:

- a) All applications/devices/service providers should invariably comply with Electronic Point of Sale Security standards such as PCI-DSS.
- b) Financial penalties as decided by the Bank would be imposed in case of infringement of these data security standards besides recovering the monetary loss to the Bank.
- c) Client data should be protected with strong end to end protection, logs & audit trails of all transactions shall be securely stored and confidentiality & data integrity in end-to-end flow of transactions/payment process transmitted/exchanged should be maintained.
- d) Should provide network monitoring and ensuring seamless connectivity of POS machines.
- e) All the EDC terminals should be directly connected to the Bidder's switch / third party switch on behalf of the bidder for providing Switch Services for acquiring transactions. The bidders switch / third party processor switch should be duly certified by VISA, MasterCard, RuPay & Amex and comply with all administrative formalities and documentation requirements of VISA, MasterCard, RUPAY & Amex.

- f) The bidder should provide Transaction and Merchant Monitoring reports to the Bank and should effectively manage frauds monitoring and any suspicious transactions.
- g) The EDC terminals deployed by the bidder should be capable of providing value-added services through the terminals e.g. Mobile Recharge, Bill Payment, BBPS, E- ticketing, Cash @POS, EMI, Dynamic Currency Conversion & Multi currency, Bharat QR on POS, UPI on POS, Android POS, NFC, accept NCMC & offline wallets etc, as and when required by the Bank.
- h) Cost of patch and software up gradation, additional features in POS machine on account of Regulatory, statutory, Network, Security compliance shall be borne by the successful Bidder

C. The deliverables shall also include the following:

- a) Providing end-to-end maintenance for the PoS terminals including network connectivity.
- b) Generating the exceptions and taking appropriate action with the approval of the Bank.
- c) Generating and sending standard reports and other reports / MIS as defined by the Bank.
- d) Timely escalation to the Bank on exceptions

D. The merchant management activities shall include the following:

- a) Framing merchant acquiring policy, pricing and standard operational procedures
- b) Merchant sourcing
- c) Merchant Set Up and Training
- d) Merchant Authorization Processing
- e) Merchant Activity Monitoring
- f) Suspect Activity Response and Merchant Termination

E. The Bank also requires the following services to be provided by the successful Bidder

- a) Merchant Acquisition (enrolment of new merchants)
- b) The vendor to source Merchants directly through their sales team
- c) Execution of Merchant Agreement on behalf of the Bank and advising the identified branch for account opening activities

- d) Managing the Merchant Relationship to ensure business volumes are routed by the merchant through the EDC terminals deployed on behalf of the Bank.
- e) The settlement will be routed through the Bank and all support for settlement process shall be provided by the successful Bidder including Merchant payment after collecting MDR, settlement with Card Associations like payment of issuer interchange, transaction charges, GST payments, income sharing etc.
- f) Amount due to the Bank from Network Associations (VISA, Master Card, RuPay , Amex etc) during the settlement process shall be claimed & received promptly and any delay in staging/claiming legitimate amount due to the Bank and consequent income loss including the cost of funds on account of that shall be borne by the successful Bidder and shall be compensated to the Bank.
- g) The successful bidder shall have dedicated team for attending trouble shooting calls and other Merchant queries.
- h) The bidder should provide all reports including regulatory, merchant payment advice reports, analytics reports and also reconcile all transactions for these POS machines
- i) The successful Bidder should be able to provide a range of Value added Services & in-store applications to cater to the requirements for the selected merchants. The following value added services should be readily available for deployment at selected merchant location based on demand ::
 - i. Bharat QR
 - ii. PC - PoS
 - iii. Cash @ POS
 - iv. UPI on POS
 - v. EMI
 - vi. Dynamic Currency conversion & Multi currency
 - vii. Android POS
 - viii. NFC
 - ix. Bharat Bill Payment System (BBPS)
 - x. Acceptance of NCMC and offline wallets

B. BID PROCESS

9. Bid Document & Cost:

- a) This document can be downloaded from Bank's website <https://www.ucobank.com/English/tenders.aspx> In that event, the bidders should pay the Application Fee of Rs.10000+ GST @ 18%) for tender document by means of electronic transfer media like NEFT,

details are as under:-

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

Or DD drawn on any scheduled Commercial Bank for the above amount in favour of UCO Bank, through payable at Kolkata and submit the same along with "Part- A-Conformity to the Eligibility Criteria". Submission of the cost of the bid document in other than with "Part-A-Conformity with the Eligibility Criteria" is liable to be rejected on grounds of non-payment of the cost of the bid document.

- b) The Bidder shall bear all costs associated with the preparation and submission of the bid and the Bank will not be responsible for the costs, regardless the conduct or outcome of the bidding process. The Bank is not liable for any cost incurred by the bidder in replying to this RFP. It is also clarified that no binding relationship will exist between any of the respondents and the Bank until the execution of the contract.

10. Clarification to RFP and Pre-Bid Queries:

- a. The bidder should carefully examine and understand the specifications, terms and conditions of the RFP and may seek clarifications, if required. The bidders in all such cases shall seek clarification in writing in the same serial order of that of the RFP by mentioning the relevant page number and clause number of the RFP.
- b. All communications regarding points requiring clarifications and any doubts shall be given in writing to the Assistant General Manager, UCO Bank DIT, 7th Floor, 3&4 DD Block, Salt Lake, Sector-1, Kolkata 700064 and e-mail at **hodit.proc@ucobank.co.in** by the intending bidders before 03:00 PM on XXXXXXXXXXXXXXXX
- c. No oral or individual consultation shall be entertained.

11. Pre-Bid meeting:

- a. A pre-bid meeting of the intending bidders will be held as scheduled below to clarify any point/doubt raised by them in respect of this RFP:

Date	Day	Time	Venue
------	-----	------	-------

17.07.2019	Tuesday	12:30 P.M.	UCO Bank DIT, 7th Floor, 3&4 DD Block, Sector 1, Salt Lake Kolkata 700064
------------	---------	------------	--

- b. No separate communication will be sent for this meeting. If the meeting date is declared as a holiday under NI Act by the Government subsequent to issuance of RFP, the next working day will be deemed to be the pre- bid meeting day. Authorized representatives of interested bidders shall be present during the scheduled time. In this connection, Bank will allow a maximum of 2 representatives who is having Authorization letter as per ANNEXURE-4 of this RFP from each Bidder to participate in the pre-bid meeting.
- c. Bank has the discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
- d. Bank will have liberty to invite its technical consultant or any outside agency, wherever necessary, to be present in the pre-bid meeting to reply to the technical queries of the Bidders in the meeting.
- e. The Bank will consolidate all the written queries and any further queries during the pre-bid meeting and the replies for the queries shall be made available in the Bank's website and no individual correspondence shall be made. The clarification of the Bank in response to the queries raised by the bidder/s, and any other clarification/ amendments/ corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the bidders. It may, however, be noted that non-receipt of reply to the queries raised by any of the bidders shall not be accepted as a valid reason for non-submission of the bid. In addition, non-reply to any query may not be deemed as a confirmation to the effect that the version of the bidder as reflected in the query has been accepted by the Bank.

12. Amendment to Bidding Document:

- a. At any time prior to deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by prospective bidder, may modify the bidding document, by amendment.
- b. Notification of amendments will be made available on the Bank's website (www.ucobank.com) and will be binding on all bidders and no separate communication will be issued in this regard.
- c. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the

Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of Bids.

13. Bid System Offer

Bid shall have the following 3 (three) parts:

- a. Part-A - Eligibility Conformity: Indicating their compliance to Eligibility Criteria. The format for submission of Conformity to Eligibility Criteria is as per APPENDIX-A.
- b. Part-B - Technical Proposal– indicating the response to the Technical and Functional requirement specification of 'Selection of vendor to Set up, Manage, Merchant Sourcing and Operate Merchant Acquiring Business through POS on Revenue Sharing Model'. The format for submission of Technical Proposal is as per APPENDIX-B.
- c. Part-C - Commercial Bid- furnishing all relevant information as required as per Commercial Bid as per ANNEXURE-14. Details for submission of Commercial bid is as per APPENDIX-C

14. Preparation of Bids:

- a. The Bid shall be typed or written in English language shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.
- b. The three parts as stated above, should be placed in three separate envelope superscribed with 'Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid' and properly closed and sealed. Thereafter, all the envelopes shall be placed inside another envelope and properly closed and sealed. The final envelope should be superscribed as "Request for Proposal (RFP) For Set up, Manage and Operate Merchant Acquiring Business through PoS on Revenue Sharing Model in response to RFP referene no.- DIT/BPR&BTD/OA/1488/2019-20 Date: 08/07/2019" (includes separately sealed 'Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid') on the top of the envelope.
- c. All the pages of Bid including Brochures should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be paginated with Name, Seal and Signature of the Authorized Signatory. Bids with erasing / overwriting / cutting without authentication will be liable for rejection. Authorization letter for signing the Bid documents duly signed by Company's Authorized signatory should be submitted.

- d. All the envelopes shall bear the name and complete postal address of the bidder as well as the addressee, namely the Assistant General Manager, UCO Bank, DIT, 7th Floor, DD 3&4, Sector 1, Salt Lake, Kolkata 700064.

Part A- Conformity to Eligibility Criteria:

- a. Before submitting the bid, the bidders should ensure that they confirm the eligibility criteria as stated in clause-5 of RFP. Only after satisfying themselves of the eligibility, the Offer should be submitted.
- b. The Conformity to Eligibility Criteria as per ANNEXURE-2 among others, must contain Electronic payment /Demand Draft towards the cost of the Bid document as stated in the paragraph 9.1 above and EMD/ Bank Guarantee in lieu of EMD as per APPENDIX-E of Instructions of this document. The Conformity to Eligibility Criteria should be complete in all respects and contain all information sought for, as per APPENDIX-A.
- c. After ensuring the above, it shall be placed inside a separate Envelope and sealed and superscribed on the top of the cover as "PROPOSAL-PART-A for Selection of vendor to Set up, Manage and Operate Merchant Acquiring Business through POS on Revenue Sharing Model".

Part B-Technical Proposal:

- a. Technical Proposal should be submitted following the instruction contained in APPENDIX-B. Relevant technical details and documentation should be provided along with Technical Proposal.
- b. The offer may not be evaluated and may be rejected by the Bank without any further reference in case of non-adherence to the format or partial submission of technical information as per the format given in the offer.
- c. If the offer of the Bidder is different from the requirement/ scope furnished in the RFP, the bidder has to substantiate the same in detail, the reason for such deviations. The Bank shall not allow / permit changes in the technical specifications once it is submitted.
- d. The Technical Proposal is to be sealed in a separate Envelope superscribed on the top of the cover as "PROPOSAL PART-B for Selection of vendor to Set up, Manage and Operate Merchant Acquiring Business through POS on Revenue SharingModel".
- e. The Technical Proposal should be complete in all respects and contain all information sought for, as per APPENDIX-B. Masked

Commercial Bid must be attached in Technical Offer and should not contain any price information. The Part B-Technical Proposal should be complete and should cover all products and services.

Part C- Commercial Bid:

- a. The Commercial Bid is to be sealed in a separate sealed envelope superscribed on the top of the cover as "Commercial Bid PART-C for Selection of vendor to Set up, Manage and Operate Merchant Acquiring Business through POS on Revenue Sharing Model".
- b. Commercial Bid shall be submitted as per Commercial Bid and other terms and conditions of RFP on prices. The Commercial Bid should give all relevant price information as per ANNEXURE-14. Any deviations from the Commercial bid / non-submission of prices as per the format shall make the bid liable for rejection.
- c. Under no circumstances the Commercial Bid should be kept in Part-A (i.e. Conformity to Eligibility Criteria) or Part B (i.e. Technical Proposal) Covers. The placement of Commercial Bid in Part A (i.e. Conformity to Eligibility Criteria) or Part B (i.e. Technical Proposal) covers, will make bid liable for rejection.
- d. The Commercial Bid must be attached in Technical Proposal as well as Commercial Bid. The format will be identical for both Technical Proposal and Commercial Bid, except that the Technical Proposal should not contain any price information (with Prices masked). Technical Proposal without masked Commercial Bids will be liable for rejection. Any change in the Commercial Bid format may render the bid liable for rejection.
- e. Bidder must take care in filling price information in the Commercial Offer, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly.
- f. Any change in the Bill of Material format may render the bid liable for rejection. The Commercial Bids that are incomplete or conditional are liable to be rejected.
- g. The Bidder should indicate the taxes, to be paid by the Bank.

15. Earnest Money Deposit (EMD)/Bank Guarantee(BG) In Lieu Of EMD:

- a. The bidder shall furnish Non interest earning Earnest Money Deposit (EMD) of Rs. 10,00,000/- (Rupees Ten lacs Only) by way of Demand Draft drawn on any scheduled bank in favour of UCO Bank, payable at Kolkata and the same should be kept along with the Part-A - Conformity to Eligibility Criteria.

- b. In Case the EMD is submitted in the form of Bank Guarantee from any of the Scheduled Commercial Banks (other than UCO Bank), the same should be valid for the minimum period of 6 months with a claim period of 3 months.
- c. The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favour of UCO Bank shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS). The format for submission of EMD in the form of Bank Guarantee is as per Appendix-E. Any bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be summarily rejected.
- d. In Case the EMD is submitted in the form of Bank Guarantee the same should be valid for the minimum period of 6 months with a claim period of 3 months. The format for submission of EMD in the form of Bank Guarantee is as per APPENDIX-E.
- e. Submission of EMD in other than Part A - Conformity to Eligibility Criteria Envelope, is liable to be rejected on grounds of non-submission of EMD.
- f. The EMD of the Bidders not qualified under Technical Proposal will be returned within 15 days after opening the commercial bid of the technically qualified bidders. The EMD of other bidders will be returned upon the successful Bidder accepting the order and furnishing the performance guarantee.

The EMD may be forfeited/ Bank Guarantee may be invoked.

If the bidder withdraws or amends the bid during the period of bid validity specified in this document.

- g. If the successful Bidder fails to accept the purchase order within 7 days or fails to sign the contract or fails to furnish performance guarantee in accordance with the terms of the RFP.

16. Documentation:

Technical information in the form of Brochures / Manuals / CD etc. must be submitted in support of the Technical Offer made.

17. Costs & Currency:

The Offer must be made in Percentage only as per Commercial Bid (ANNEXURE-13).

18. Erasures or Alterations:

The Offers containing erasures or alterations or not be considered. There should be no hand-written material, corrections, alterations or overwriting in the offer. Technical details must be completely filled in. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK",

“accepted”, “noted”, “as given in brochure/manual” is not acceptable. The Bank may treat such Offers as not adhering to the tender guidelines and as unacceptable.

19. Assumptions/Presumptions/Modifications:

The Bank would like to expressly state that any assumption, modifications, terms, conditions, deviation etc., which the bidder includes in any part of the Bidder's response to this RFP, will not be taken into account either for the purpose of evaluation or at a later stage, unless such assumptions, modifications, terms, conditions deviations etc., have been accepted by the Bank and communicated to the bidder in writing. The bidder at a later date cannot make any plea of having specified any assumption, modifications, terms, conditions, deviation etc in the bidder's response to this RFP. No offer can be modified or withdrawn by the bidder after submission of Bid/s.

20. Submission of Bids:

- a. The Name and address of the Bidder, RFP No. and Due Date of the RFP are to be specifically mentioned on the Top of the envelope containing Bid.

The bid/s properly super scribed in the manner prescribed in earlier clauses of this RFP should be deposited in the Tender Box at the Place, Venue, Date and Time mentioned below:		
Last Date of submission of Bid	Day	Venue
08/08/2018	Thursday	UCO BANK, Head Office-2, Department of Information Technology, 5th Floor, 3 & 4 DD Block, Sector -1, Salt Lake, Kolkata-700064

- b. If the last day of submission of bids is declared as a holiday under NI Act by the Government subsequent to issuance of RFP, the next working day will be deemed to be the last day for submission of the RFP. The Bid/s which is/are deposited after the said date and time shall not be considered.
- c. Bids sent through post/courier will not be accepted/evaluated. No offer will be accepted directly.
- d. If envelopes containing bid documents, including the outer envelope is not sealed and marked in the prescribed manner, the Bank will assume no responsibility for the bid's misplacement

or premature opening.

- e. The following officials will facilitate in bid related queries and make arrangements for deposit of bid documents.

First Official	Alternate Official
Senior Manager, Samir Kant	Chief Manager, Vimlesh Kumar Pandey
UCO Bank	UCO Bank
UCO Bank, Head Office-II 3&4, DD Block, Salt Lake, Sector-1 Kolkata 700064	UCO Bank, Head Office POS Cell, DIT, BPR & BTD (3rd Floor), 10 BTM Sarani, Kolkata 700001, West Bengal.
Tel – 033 - 44559770	Tel – 033 –44558426

- f. In case bid documents are too bulky to be placed inside the tender box, arrangements will be made by the above mentioned officials to receive the tender. However, bidder should reach the venue before the date and time stipulated above.

21. Bid Opening:

- a. The Part A- Conformity to Eligibility Criteria shall be opened in the presence of the Bidder's representative/s who may choose to attend the bid opening as per following schedule.

Date		Venue
08/08/2018 04:30 P.M.		UCO BANK, Head Office-2, Department of Information Technology, 5th Floor, 3 & 4 DD Block, Sector -1, Salt Lake, Kolkata-700064.

- b. Bidder's representative may be present in the place and venue well in time along with an authorization letter in hand for each bid opening under this RFP, as per the format (ANNEXURE-4) enclosed.

Note: Authorisation letter should be carried in person and shall not be placed inside any of the bid covers.

- a. Attendance of all the representatives of the bidders who are present at bid opening will be taken in a register against Name,

Name of the Company and with full signature.

- b. The Bidders may note that no further notice will be given in this regard. Further, in case the bank does not function on the aforesaid date due to unforeseen circumstances or declared as a holiday then the bid will be accepted up to 04.00 PM on the next working day and bids will be opened at 04:30 PM at the same venue on the same day.
- c. The following details will be announced at the time of bid opening.
- d. Bidders name
- e. Presence or absence of cost of the bidding document and Bid security(In case of Technical bid opening)
- f. Such other details as the Bank at its discretion may consider appropriate.
- g. If any of the bidders or all bidders who submitted the tender are not present during the specified date, time and venue of opening it will be deemed that such bidder is not interested to participate in the opening of the Bid/s and the bank at its discretion will proceed further with opening of the Part A - Conformity to Eligibility Criteria in their absence.
- h. The Part A- Conformity to Eligibility Criteria submitted by the bidder will be evaluated based on the eligibility criteria stipulated. The Part B-Technical Proposal of only those bidders who qualified in Part A- Conformity to Eligibility Criteria will be opened with due communication by the bank.
- i. The Commercial Bid of only those bidders who qualify in Part B- Technical Proposal will be reckoned for opening.

C.SELECTION OF BIDDER

22. Preliminary Scrutiny:

- a. The Bank will scrutinize the Bid/s received to determine whether they are complete in all respects as per the requirement of RFP, whether the documents have been properly signed, whether items are offered as per RFP requirements and whether technical documentation as required to evaluate the offer has been submitted.
- b. Prior to detailed evaluation, the Bank will determine the responsiveness of each Bid to the bidding document. Responsiveness means that the bid conforms to all terms and conditions of the Eligibility Criteria and bidding document is submitted without any material deviations.

23. Clarification Of Offers:

- a. During the process of scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, seek clarifications from all the bidders/any of the bidders on the offer made by them. The bidder has to respond to the bank and submit

the relevant proof/supporting documents required against clarifications, if applicable. The request for such clarifications and the Bidders response will necessarily be in writing and it should be submitted within the time frame stipulated by the Bank.

- b. The Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. This waiver shall be binding on all the bidders and the Bank reserves the right for such waivers.

24. Bidders Presentation /Site Visits / Service Demonstration/POC

- c. The Bank reserves the right to call for a Presentation/Site Visits/Product Demonstration/POC on the features and functionalities from those Bidders who have qualified in Part A-Conformity to Eligibility Criteria.
- d. Bidders are further required to be in preparedness to demonstrate the proposed solution by arranging for product walk-through at their own installations/ principals/ R&D labs duly meeting the specific requirements/issues raised by the Bank. The Bank may at its discretion, as a part of the technical evaluation may request either all bidders or any of them to arrange for the live demonstration of their product more than once if felt necessary before commercial evaluation.
- e. The Bank at its discretion may call for providing of Proof of Concept (PoC) of proposed solution at the site mutually agreed.
- f. Bidders should arrange for visits to the reference sites wherein the product is successfully implemented by them. The bidder shall take necessary permission from the site owner and demonstrate the features and performance to the Bank at their own cost. The Bank may require onsite reference visit or a Telephonic conversation with the concerned.
- g. All expenses incurred in connection with the above shall be borne by the bidder. However, Bank will bear the travelling, boarding and lodging expenses related to its own personnel and its Consultants, if any.
- h. Setting of evaluation criteria for product demonstrations shall be entirely at the discretion of the Bank. The decision of Bank in this regard shall be final and in this regard, no correspondence shall be entertained.

25. Normalization of Bids:

- a. 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 the Bank feels that, any of the Bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion request 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 manner;
- b. Incremental bid submission in part of the requested clarification by the Bank.

OR

Revised submissions of the entire bid in the whole.

- c. 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.
- d. The shortlisted bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

26. Evaluation of Bid:

- a. The Bank will evaluate the bid submitted by the bidders under this RFP. The Part-A Conformity to Eligibility Criteria submitted by the bidder will be evaluated based on Clause-5 of RFP. The Part B-Technical Proposal of only those bidders who qualified in Part A- Conformity to Eligibility Criteria, will be opened with due communication by the Bank. The Commercial Bid of only those bidders who qualified in Part B- Technical Proposal will be reckoned for opening.
- b. The Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. Bank's decision with regard to 'minor non-confirmity' is final and the waiver shall be binding on all the bidders and the Bank reserves the right for such waivers.
- c. The Bank will evaluate the bid submitted by the bidders under this RFP. The Technical Proposal submitted by the bidder will

be evaluated based on technical specification and the documents stipulated in Technical Proposal. The Commercial Bid of only those bidders who qualified in Technical Proposal will be reckoned for evaluation purpose.

- d. The Bid will be evaluated by a Committee of officers of the Bank. If warranted, the Bank may engage the services of external consultants for evaluation of the bid. It is Bank's discretion to decide at the relevant point of time.
- e. On completion of evaluation process of commercial bids and based on any other clarification submitted by the Vendor in response to the Bank's query, the contract will be awarded to H1 Bidder (solely on commercial basis).
- f. The Vendors in their own interest should quote most competitive rates and the Bank reserves the right to reject the H1 bid, if it finds the same as unreasonable. If for any reason the work / service order given to the H1 Bidder does not get executed or the H1 Bidder backs out, re-tendering shall be done.

27. Short-Listing Of Bidders:

The Bank will prepare a list of technically qualified bidders on the basis of evaluation of 'Part-B-Technical bid' and will be informed to the shortlisted bidders accordingly.

28. Correction Of Error In Commercial Bid

Bank reserves the right to correct any arithmetical errors furnished in the Commercial Bid. If any such errors are noticed, it will be rectified on the following basis:

- a. Bank may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation.
 - b. If there is a discrepancy between words and figures, the rate/ amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error in which case, the amount in figures will prevail, subject to the above two provisions.
29. If the bidder does not accept the correction of errors, the bid will be rejected.

30. Determination of H1 Price:

- a. H1 Price will be determined after giving effect to arithmetical correction, if any.
- b. On completion of evaluation process of commercial bids and based on any other clarification submitted by the Bidder in response to the Bank's query, the contract will be awarded to the H1 Bidder as stated above in 26(e).

- c. The Bank does not bind itself to accept the Highest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever.
- d. The bank reserves the right to re-tender without assigning any reasons whatsoever. The bank shall not incur any liability to the affected bidder(s) on account of such rejection. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection.
- e. The Bank reserves the right to modify any terms, conditions and specifications of the RFP and Bank reserves the right to obtain revised price bids from the bidders with regard to change in RFP clauses. The Bank reserves the right to accept any bid in whole or in part. The bank reserves the right to release part order or more than one order.

31. SPLITTING OF PURCHASE ORDERS:

- a. Bank proposes to shortlist and onboard three successful Bidders for the subject requirement, subject to the following :
- b. Bank reserves its right to split its purchase order on H1 &, two next bidders (H2, H3 , H4 and so on) qualifying in Technical evaluation and agreeing to match the H1 Bidders Price, in a fair and transparent manner
- c. Price ranking as H1, H2, H3 and so on based on Bidders quote will be done.
- d. First offer for matching the price with H1 will be given to H2 & H3.
- e. In case any of the above, do not agree to match the H1 offer, the offer will be extended to H4 and so on.
- f. The Bank reserves the right to reject H1 and other bidders at any point of time without assigning any reasons.
- g. In case of non fulfillment by the other bidders matching H1 price, the Bank reserves the right to reward the entire contract to H1 bidder.
- h. The migration of Existing Me-PoS, if in future is required, it will be awarded in a phased manner to selected bidder. The identification of merchant for migration shall be at the sole discretion of the Bank.
- i. The award of the contract will be given in the following order:-
 - H1 45%
 - H2 30%
 - H3 25%However, Bank may change the above ratio based on

performance, urgency as well on business need.

32. Bid Validity Period:

The offer submitted & the prices quoted therein shall be valid for 180 days from the date of opening of commercial bid. Bid valid for any shorter period shall be rejected by the Bank.

33. Proposal Ownership:

- a. The proposal and all supporting documentation submitted by the bidder shall become the property of the Bank.
- b. As the Bidder's proposal is central to the evaluation and selection process, it is important that, the bidder carefully prepares the proposal as per the prescribed format only. Under no circumstance, the format can be changed, altered or modified. Bidders must provide categorical and factual replies to specific questions. Bidders may provide additional technical literature relating to their proposal but in a separate Annexure. Correct and current technical details must be completely filled in. The Appendices/Annexures to this RFP shall form integral part of the RFP.

34. Project Ownership:

- a. If the bidder is engaging any third party in executing the project, details there of shall be furnished. The bidder shall detail the responsibilities of such third parties involved and also submit a letter of undertaking from the parties mentioning their consent and assurance for satisfactory performance of the project. The bidder must specify any and all relationships with third parties in respect of the ownership, which are relevant to this RFP.
- b. Ownership letter by the bidder to be submitted (Under taking letter by the bidder taking the ownership of the project execution in case third party also involved in project execution either fully or partially. The bidder shall also submit the ownership certificate issued by the third party clearly mentioning the extent of ownership)

35. Acceptance of Offer:

- a. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- b. The Bank will not be obliged to meet and have discussions with any bidder and/ or to entertain any representations in this regard.
- c. The bids received and accepted will be evaluated by the Bank to ascertain the best and highest bid in the interest of the

Bank. However, the Bank does not bind itself to accept the highest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The bank reserves the right to re-tender the RFP with or without modification.

- d. The bidder including those, whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may elect to modify/withdraw the tender.

36. Right to Alter Scope:

In the event of changes in the regulatory guidelines, bank reserves the right to change/ alter the quantities /locations for implementing the services by adding /deleting/substituting devices /locations etc. from the one specified in the tender at the same rate arrived at on the same Terms & Conditions of this Tender.

37. Award of Contract:

- a. The bidder/s whose Commercial bids is/are accepted by the bank will be referred to as the successful Bidder/s and Bank will notify the name of the successful Bidder/s by display in the Notice Board of the Bank/Banks website.
- b. The contract shall be awarded and the order shall be placed on selected Bidders.
- c. The successful Bidder/s shall submit the acceptance of the order within seven days from the date of receipt of the order. No conditional or qualified acceptance shall be permitted. The effective date for start of provisional contract with the successful Bidder/s shall be the date of acceptance of the order by the bidder.
- d. Bank reserves its right to consider at its sole discretion the late acceptance of the order by successful Bidder/s.

38. Project Team:

- a. The Project team assigned for Audit activity should have experience in end- to-end set up, manage & operate Merchant Acquiring business through POS on revenue sharing model operations.
- b. The selected Bidder/s shall nominate a Project Manager, who shall having at least three years' experience in the Information Technology field, out of which he/she should have minimum two years' experience in the related Projects.
- c. The selected bidder/s shall ensure adequate resource on all RTGS

working days for addressing the complaints / issues escalated by branches on behalf of the Customers As well as Complaints lodged by Customers online in Customer grievance portal of the Bank.

- d. The selected Bidder/s should ensure that the members of Project team are actively involved in the conduct of the project throughout the period of the contract. All members proposed by the Bidder/s should be permanent employees on the rolls of the bidding organization. No part of the engagement shall be outsourced by the selected Bidder/s to any third party vendor.
- e. During the assignment, the substitution of key staff identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the Bidder/s can do so only with the concurrence of the Bank by providing other staff of same level of qualifications and expertise. However, the Bank reserves the right to insist the selected Bidder/s to replace any team member with another (with the qualifications and expertise as required by the Bank) during the course of assignment.

***** Note:**

"The bidder should ensure payment of minimum wages to their employees who are engaged in Bank's establishment / PoS sites in consonance with the rules prescribed by Central Govt. from time to time. The duty hour of the employee should also be in conformity with the Central Govt. minimum wages act. A declaration to this effect has to be submitted by the bidder while responding to this RFP. The bidder must ensure the payment of PF & other statutory benefits to the employees employed by them. Bank reserves the rights to inspect salary slip & payment certificates of the employees engaged at any point of time."

39. Project Plan:

- a. The Bank shall place order to the selected Bidder/s for "Service provider for set up, manage & operate Merchant Acquiring business through POS on revenue sharing model operations". The selected Bidder/s shall depute its officials at Transaction Banking Division Head Office, Kolkata within 7 days from the date of acceptance of the Order and to arrange for the kick off meeting. During the said meeting the selected Bidder has to give a brief technical overview / presentation regarding the technical methodology being adopted by them and submit a detailed PERT chart with core team members list.
- b. The project plan should indicate the milestones and time frame of completion of the different activities of the project. The selected Bidder/s is required to give details of the project

management methodology, monitoring standards and methodology along with the quantum of resources to be deployed for the project, qualifications, experience of personnel deployed, team members list, etc.

40. Deliverables:

- a. Any licenses, if required for the offered solution, need to be provided by the successful Bidder at no extra cost to the Bank. The successful Bidder/s is solely responsible for any legal obligation related to licenses for solution proposed as implemented by the Bidder/s.
- b. In case the Bidder/s is coming with software which is not his propriety software, then the Bidder/s must submit evidence in the form of agreement he has entered into with the software vendor which includes support from the software vendor for the proposed software for the full period required by the Bank.
- c. Bidder/s should ensure the latest software and hardware for the solution with capability to take the present and future load with better efficiency and uptime of 99.5%.
- d. The Bank will consider the inability of the Bidder to carry out the Solution within the specified time limit. The breach of contract would entail the payment of Liquidation Damages on the part of the Bidder.

D. TERMS AND STIPULATIONS.

41. Effective Date:

The effective date shall be date of acceptance of the order by the successful Bidder/s. However, the successful bidder/s shall submit the acceptance of the order within seven days from the date of receipt of order. The Bank reserves the right to consider the late acceptance of the order, if any, at its discretion.

42. Project Execution:

The Bank and the successful Bidder/s shall nominate a Project Manager each immediately on acceptance of the order, who shall be the single point of contact for the project at Kolkata. However, for escalation purpose, details of other persons shall also be given.

43. Security Deposit / Performance Bank Guarantee:

- a. The successful bidder should submit a Security Deposit / Performance Guarantee for Rs.20.00 lacs (Rupees Twenty lakhs

only) within 15 days from the date of acceptance of the Purchase Order.

- b. In Case the EMD is submitted in the form of Bank Guarantee from any of the Scheduled Commercial Banks (other than UCO Bank), the same should be valid for the minimum period of 6 months with a claim period of 3 months.
- c. The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favour of UCO Bank shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS). The format for submission of EMD in the form of Bank Guarantee is as per Appendix-E. Any bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be summarily rejected.
- d. If the Security Deposit /Performance Guarantee is not submitted within the time stipulated above, penalty at 0.5% of Rs 20.00 lakhs + GST for each completed calendar week of delay or part thereof will be deducted from the payment or from any other payments for the delay in submission of Security Deposit/ Bank Guarantee. The total penalty under this clause shall be restricted to 5% of Rs 20.00 lakhs +GST.
- e. Security Deposit should be submitted by way of DD drawn on UCO Bank payable at Kolkata/Bank Guarantee may be obtained from any of the scheduled Banks(other than UCO Bank). However it should be as per the Appendix - D
- f. Security Deposit/Performance Bank Guarantee should be valid for 3 years from the date of acceptance of order and shall be retained till the completion of contract period. The guarantee should also contain a claim period of three months from the last date of validity.
- g. The successful Bidder/s shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of non completion of the project.
- h. The security deposit / bank guarantee will be returned to the bidder on completion of the contract period.
- i. The Bank shall invoke the Bank guarantee before the expiry of validity, if work is not completed and the guarantee is not extended, or if the successful Bidder/s fails to complete his obligations under the contract. The Bank shall notify the successful Bidder/s in writing before invoking the Bank guarantee.

44. Execution of Agreement:

- a. Within 21 days from the date of acceptance of the Order, the successful Bidder/s shall sign a stamped "Contract Agreement"

with the Bank at the time, place and in the format provided by the Bank. Failure to execute the Contract Agreement makes the EMD liable for forfeiture at the discretion of the Bank and also rejection of the successful Bidder/s.

- b. The Contract Agreement shall include all terms, conditions and specifications of RFP and also the Commercial Bid and Price, as agreed finally after Bid evaluation and negotiation if necessary. The Contract shall be executed in English language in one original, the Bank receiving the duly signed Original and the successful Bidder/s receiving the photocopy. The contract shall be valid till all contractual obligations are fulfilled.
- c. Bank reserves the right to select the next ranked Bidder, if the selected Bidder not accepting the LOI/Purchase Order or withdraws his proposal after selection or at the time of finalization of the contract or disqualified on detection of wrong or misleading information in the offer.
- d. The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form a part of the Contract Agreement till the conclusion of the contract.

e. Service Level Support Response Time & Penalties:

Area Type	Support Response Time (Repair/Replacement of Equipment Response)	Support Response Time Installation / De installation of PoS
Metro	24 Hours	3 Days
Urban	48 Hours	5 Days
Semi Urban	72 Hours	7 Days
Rural	72 Hours	7 Days

For each of the downtime, there should be a base data, which captures the date and time of non-availability (the start date and time (Timestamp of complaint lodgment) and also end date and time (Timestamp of call closure) for each non- available reason). Reports should be generated automatically from the data based on scheduled tool provided by the Bidder/s. In cases of disputes on uptime, Bank's decision will be final.

The penalty for downtime will be calculated @ Rs. 20 per hour per MC of downtime.

45. Penalty:

- a. Penalty for Service level: The penalty for the downtime will be

calculated at Rs.20/- per hour subject to a maximum of Rs.300/- per month per terminal as Liquidated Damages/Penalty for downtime based on the downtime report submitted by the bidder on monthly basis.

- b. The liquidated damages shall be deducted / recovered by the Bank from any money due or becoming due to the bidder under this purchase contract or may be recovered by invoking of Bank Guarantees or otherwise from bidder or from any other amount payable to the bidder in respect of other Orders. Levying Liquidated damages is without prejudice to the Bank's right to levy any other penalty where provided for under in the contract.
- c. All the Penalty/LDs are independent of each other and are applicable separately and concurrently.
- d. Penalty/LD is not applicable for the reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the Bidder to prove that the delay is attributed to the Bank or Force Majeure. The Bidder shall submit the proof authenticated by the Bidder and Bank's official that the delay is attributed to the Bank or Force Majeure along with the bills requesting payment.
- e. If the delay is attributable to the Bank, or Force Majeure, or any other circumstances beyond the control of the Bidder then the Bank will extend the period of contract to the extent of delay without charging any Liquidated Damage.

46. Pricing & Payments:

The revenue share offered to the Bank must be as a percentage of the Net revenue earned (MDR+ charges for VAS + surcharge if any+ Any other revenue other than monthly rent for POS machines – interchange – Network charges) exclusive of applicable GST & other taxes.

47. Payment Terms:

- i. The Bidder must accept the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.
- ii. The payments will be released/accepted only through NEFT / RGTS and the Successful Bidder/s has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc.
- iii. The payment will be released after deducting applicable GST & TDS.

48. Order Cancellation:

- a. The Bank reserves its right to cancel the entire / unexecuted part

of the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of Liquidated damages as per the terms of the contract, in the event of one or more of the following conditions:

1. Delay in delivery of solution beyond the specified period.
 2. Serious discrepancies noted in the solution delivered.
 3. Breaches in the terms and conditions of the Order.
 4. Non satisfactory performance of bidder during the contract period.
- b. In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the bidder towards non- performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.
- c. Bank shall serve the notice of termination to the bidder at least 30 days prior, of its intention to terminate services during the contract period.

49. Training: The Successful Bidder shall provide the training to the Merchants & bank's personnel.

50. Project Timelines

The timelines of implementation of the project shall be submitted along with the tender submission in the following format.

Stage	Activity	#Weeks Required for the activity	Cumulative Project duration (weeks)	Total Time period for completion of the Project
1	Submission of detailed Project Plan	2	2	Within 2 weeks of acceptance of purchase order to the Bidder
2	Completion of Certification Process	8	10	Within 10 weeks of acceptance of purchase order to the Bidder
3	Completion of UAT and submission of test reports	4	14	Within 14 weeks of acceptance of purchase order to the Bidder
4	Terminal Deployment at identified Merchant	2	16	Within 16 weeks of acceptance of Purchase order to the Bidder

	Sites			
--	-------	--	--	--

The solution should be ready for deployment within 14 weeks from the date of acceptance of the purchase order to the bidder/s.

51. Terms & Conditions:

1. Adherence to Terms and Conditions

The Bidders who wish to submit responses to this RFP should note that they should abide (in true intent and spirit) by all the terms and conditions contained in the RFP. If the responses contain any extraneous conditions put in by respondents, such responses may be disqualified and may not be considered for the selection process.

2. Period of Contract

The period of contract is for 3 years and can be extended based on the satisfactory performance of the bidder for another 2 years with the same terms & conditions at the sole discretion of the Bank.

However, there shall be a yearly review of the performance of the Bidder/s by the Bank.

3. Professionalism

The bidder/s should provide professional, objective and impartial advice at all times and hold the Bank's interest paramount and should observe the highest standard of ethics, values, and code of conduct, honesty and integrity while executing the assignment.

4. Adherence To Standards

The bidder/s should adhere to approved standards in the process and delivered goods.

The Bank reserves the right to ascertain information from the other Banks and institutions to which the Bidder/s have rendered their services for execution of similar projects.

5. Expenses

It may be noted that Bank will not pay any expenses /

charges/ fees / traveling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses under any circumstances.

6. Single Point Of Contact

The successful Bidder/s has to provide details of single point of contact viz. name, designation, address, e-mail address, telephone/mobile no., fax no. etc.

7. Authorized Signatory

The successful Bidder/s shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The successful Bidder shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary/Director, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The Bidder shall furnish proof of signature identification for above purposes as required by the Bank.

8. No Employer-Employee Relationship

The Bidder/s or any of its holding/subsidiary/joint-venture/affiliate / group/ client companies or any of their employees / officers / staff / personnel representatives/agents shall not, under any circumstances, be deemed to have any employer-employee relationship with the Bank or any of its employees/officers/ staff/representatives/ personnel/agents.

9. Vicarious Liability:

The successful Bidder/s shall be the principal employer of the employees, agents, contractors, subcontractors etc., engaged by the Bidder and shall be vicariously liable for all the acts, deeds, matters or things, of such persons whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the bidder, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the bidder shall be paid by the bidder alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Bidder's employees, agents, contractors, subcontractors etc. The bidder shall agree to hold the Bank, its successors, assigns and

administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of Bidder's employees, agents, contractors, subcontractors etc.

10. Cancellation Of Contract And Compensation:

- a. The Bank reserves the right to cancel the contract of the successful Bidder and recover expenditure incurred by the Bank in any of the following circumstances. The Bank would provide 30 days' notice to rectify any breach/ unsatisfactory progress.
- b. The successful Bidder commits a breach of any of the terms and conditions of the bid/contract.
- c. The Bidder becomes insolvent or goes into liquidation voluntarily or otherwise.
- d. An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid.
- e. The progress regarding execution of the contract, made by the successful Bidder is found to be unsatisfactory.
- f. If the successful Bidder/s fails to complete the due performance of the contract in accordance with the agreed terms and conditions.
- g. After the award of the contract, if the successful Bidder/s does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the successful Bidder/s is bound to make good the additional expenditure, which the Bank may have to incur to carry out for the execution of the balance of the contract. This clause is also applicable, if for any reason, the contract is cancelled.
- h. The Bank reserves the right to recover any dues payable by the successful Bidder/s from any amount outstanding to the credit of the successful Bidder/s, including the pending bills and/or invoking Bank Guarantee/Security Deposit, if any, under this contract.

E. GENERAL CONDITIONS:

52. General Order Terms

Normally, the Order will be placed on the successful bidder as per the details given in the bid document. But, if there is any change in

name/address/constitution of the bidding Firm/Company at any time from the date of bid document, the same shall be informed by the bidders to the Bank immediately. This shall be supported with necessary documentary proof or Court orders, if any. Further, if the bidding Firm/Company is undergoing any re-organization/restructuring/ merger/ demerger and on account such a change the Firm/Company is no longer performing the original line of business, the same shall be informed to the Bank. There shall not be any delay in this regard. The decision to place orders or otherwise under such situation shall rest with the Bank and the decision of the Bank shall be final.

53. Intellectual Property Rights:

- a. Bidder warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Bidder warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever.
- b. In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, bidder shall at its choice and expense: [a] procure for Bank the right to continue to use such deliverables; [b] replace or modify such deliverables to make them non- infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or [c] if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse bank for any amounts paid to bidder for such deliverables, along with the replacement costs incurred by Bank for procuring an equivalent equipment in addition to the penalties levied by Bank. However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the
- c. Remedies contained herein, the bidder shall be responsible for payment of penalties in case service levels are not met because of inability of the bank to use the proposed solution.
- d. The indemnification obligation stated in this clause apply only in the event that the indemnified party provides the indemnifying party prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims [at the expenses of the indemnifying party]. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the

like which would require that the indemnified party make any payment or bear any other substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.

- e. The bidder acknowledges that business logics, work flows, delegation and decision making processes of Bank are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors.

54. Roles & Responsibility during Project Implementation:

- a. All tools, tackles, testing instruments, consumables, vehicles, etc., as required during all operations such as transport, installation, testing, commissioning, maintenance shall be provided by the Bidder at no extra cost to the Bank for completing the scope of work as per this RFP.
- b. The successful Bidder/s shall take all steps to ensure safety of bidder's and the bank's personnel during execution of the contract and also be liable for any consequences due to omission or act of the successful Bidder or theirs sub-bidders.
- c. In case any damage of Bank's property during execution of work is attributable to the bidder, bidder has to replace the damaged property at his own cost.

55. Indemnity:

- a. The successful bidder/s shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:
- b. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder;
- c. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder;
- d. Further, the successful bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of PCI-DSS supplied by them.
- e. All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.

- f. Claims made by the Bank/third parties in case of infringement of Intellectual property rights or for claims relating to the loss of damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited

56. Inspection of Records:

Bank at its discretion may verify the accounts and records or appoint third party for verification including an auditor for audit of records including Hardware, Software provided to the Bank under the RFP and the successful Bidder shall extend all cooperation in this regard.

57. Assignment:

- a. The successful Bidder shall not assign to any one, in whole or in part, it's obligations to perform under the RFP/contract, except with the Bank's prior written consent.
- b. If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the Successful Bidder under this RFP.

58. Publicity:

Any publicity by the successful bidder in which the name of the Bank is to be used will be done only with the explicit written permission of the Bank.

59. Guarantees:

The successful bidder should guarantee that the software/solution supplied to the Bank includes all patches, upgrades/ updates etc., and the same are licensed and legally obtained. All software must be supplied with their original and complete printed documentation.

60. Confidentiality and Non-Disclosure

- a. The successful bidder shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. Successful Bidder shall suitably defend, indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of the confidential information. The successful bidder shall furnish an undertaking as given in ANNEXURE-6.
- b. No media release, public announcement or any other reference to the RFP or any programme there under shall be made without the written consent from the Bank. Reproduction of this RFP, without the prior written consent of the Bank, by photographic, electronic or other means is strictly prohibited.

61. Amendments to the Agreement:

Once contract agreement is executed with the successful bidder, no amendments or modifications of Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing.

62. General Contract Agreement Conditions:

- a. Neither Bank nor the successful Bidder shall assign any rights or obligations herein without obtaining the prior consent of the other Party.
- b. No forbearance, indulgence, relaxation or inaction by any Party [Bank or successful Bidder] at any time to require the performance of any provision of Agreement shall in any way affect, diminish, or prejudice the right of such Party to require the performance of that or any other provision of Agreement.
- c. No waiver or acquiescence of any breach, or any continuing or subsequent breach of any provision of Agreement shall be construed as a waiver of any right under or arising out of Agreement or an acquiescence to or recognition of any right and/or any position other than that expressly stipulated in the Agreement.
- d. All remedies of either Bank or Bidder under the Agreement whether provided herein or conferred by statute, civil law, common law, custom, or trade usage, are cumulative and not alternative may be enforced successively or concurrently.
- e. If any provision of Agreement or the application thereof to any person or Party [Bank/Bidder] is or becomes invalid or unenforceable or prohibited by law to any extent, this Agreement shall be considered divisible as to such provision, and such provision alone shall be inoperative to such extent and the remainder of the Agreement shall be valid and binding as though such provision had not been included. Further, the Parties [Bank and Bidder] shall endeavor to replace such invalid, unenforceable or illegal provision by one that is valid, enforceable, and legal and achieve substantially the same economic effect as the provision sought to be replaced.
- f. If during the term of Agreement, the performance in whole or in part by either Party [Bank/Bidder] of any obligations under the Agreement is prevented or delayed by reason of war, destructive act of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemic, quarantine restrictions, strikes, lock-outs, or acts of god (hereinafter referred to individually as an "Event" the notice of happening of which shall be given by either Party to the other within seven days of the date of occurrence of such Event), neither Party [Bank nor Bidder] shall be entitled to terminate this Agreement nor have any claim for damages against the other by

reason only of such non-performance or delay in performance.

- g. None of the provisions of Agreement shall be deemed to constitute a partnership between the Parties [Bank and Bidder] and neither Party [Bank nor Bidder] shall have any right or authority to bind the other as the other's agent or representative and no Party shall be deemed to be the agent of the other in any way.
- h. Agreement shall not be intended and shall not be construed to confer on any person other than the Parties [Bank and the successful Bidder] hereto, any rights or remedies herein.
- i. Agreement shall be executed in English language in 1 (one) original, the Bank receiving the duly signed original and successful bidder receiving the duly attested photocopy.

63. Negligence:

In connection with the work or contravenes the provisions of General Terms, if the successful Bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the successful Bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the successful Bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the successful Bidder.

64. Responsibility for Completeness:

- a. The successful bidder shall ensure that the Solution provided [Hardware/Software/Middleware etc. meets all the technical and functional requirements as envisaged in the scope of the RFP
- b. The successful bidder shall deliver, install the equipment and port the software, arrange for user acceptance test at bidder's cost as per accepted time schedules. The bidder is liable for penalties levied by Bank for any deviation in this regard. The bidder shall provide for all tools, testing instruments, drivers, consumables required to install, customize and test the software without any further charge, expense and cost to Bank.
- c. Any supplies and services which might not have been specifically mentioned in this tender but are necessary for installation, testing, commissioning, performance or completeness of the order, shall be provided / made available as per the time schedule for smooth and efficient operation and maintenance of the system under Indian condition.

- d. The successful Bidder shall be responsible for any discrepancies, errors and omissions in the drawings or other information submitted by him irrespective of whether these have been approved, reviewed or otherwise accepted by the bank or not. The bidder shall take all corrective measures arising out of discrepancies, error and omission in drawings and other information as mentioned above within the time schedule and without extra cost to the bank.

65. Responsibilities of the Bank:

- a. Identification / selection of merchants from Bank's existing customer-base.
- b. To approve and sign the Merchant agreements sourced by the service provider
- c. To designate a nodal officer who will be the single point of contact for the service provider
- d. To transmit the merchant information through a mutually agreed mode and format to enable the service provider to set up the merchant in its system on agreed terms.
- e. To finalize the format of the settlement file.
- f. To finalize the POS pricing policy for merchants in consultation with successful Bidder.
- g. To credit on a daily basis the settled amounts of merchants based on the settlement file provided by the service provider.
- h. To act on risk mitigation advisory from service provider.

66. Responsibilities of the successful Bidder.

- a. The bidder should ensure that the merchant is able to submit the daily transactions/bills online to them for settlement.
- b. Certification of financial switch by MasterCard and RUPAY, VISA, Amex etc.
- c. Development, maintenance, customization and periodical up-gradation of terminal application software.
- d. Certification of acquiring host by MasterCard and RUPAY, VISA, Amex etc.
- e. VAP/MIP hosting, handling, periodical up-gradation as per rules revised by MasterCard and RUPAY, VISA, Amex etc. periodically and ensuring meticulous compliance of the prescribed rules from time to time.
- f. Periodical certification of the hardware, software and application of POS terminal as is considered necessary.
- g. Purchase, storage, insurance, repairs and maintenance of POS terminals

- h. Train the Merchants & bank officials on the POS service offering.
- i. Regularly visit the branches for securing the list of merchant leads for acquisition.
- j. Acquire merchants based on the data provided by the bank.
- k. Sign up the merchant at the mutually decided commercials
- l. Complete the necessary documentation with the merchant and submit to the concerned branch for approval and further action.
- m. Bidder/s to deploy the Merchant Management software covering the entire life cycle of Merchants including work flow Management for various tiers of approval/sanction for seamless on-boarding.
- n. Hosting of Merchant Management Software and its hardware in a secured environment.
- o. Onboard Merchants along with all techno-commercial details in the Merchant Management Software.
- p. Prepare a risk profile of the merchant.
- q. Undertake terminal installation, activation and management.
- r. Conduct merchant training on an ongoing basis.
- s. Supply consumables to merchants based on requirement.
- t. Undertake POS terminal maintenance, repair or replacement as required.
- u. Arrange for Network Access Connectors (NACs).
- v. Develop interface between POS terminals and service provider through established network.
- w. The Bidder shall comply with/provide confirmation on provision of network monitoring facility and ensuring connectivity of POS machines.
- x. Provide Merchant help desk support for attending to the Merchants' queries and a web based portal for lodgment of complaints to the Merchants.
- y. Ensure smooth back-end transaction processing viz., capturing of transaction from POS terminals, routing it to issuer through VAP,MIP,RUPAY, Amex etc. obtaining response from issuer and transmitting back the response to the merchant.
- z. Maintain record of all successful and unsuccessful transactions logs in a secure environment.
- aa. Process settlement files from MasterCard, Visa, RUPAY, Amex etc. with the transaction record and service charges applicable with respective entity.
- bb. Reconcile settlements including charge-backs, re-presentments, pre-arbitrations and arbitrations etc. as laid down in the rules for

this purpose.

- cc. Filter the transactions through risk analysis and fraud monitoring tools in online and offline environment.
- dd. Undertake dispute management, grievance redressal etc.
- ee. Provide daily Merchant wise settlement report & settlement support to enable the bank to credit monies to the respective merchants as per agreed terms, settlement with card network associations,
- ff. Income sharing between Bank & successful bidder/s shall be done on monthly basis
- gg. Daily and periodic MIS reports for Fraud monitoring, transaction velocity and activity reports as required by the Bank to be sent to Bank branch managers and others as may be specified.
- hh. Daily report to be sent to the Bank on system performance with reasons wherever deficiency has been observed.
- ii. The successful Bidder may procure the services of local vendors/ sub-contractors, with the explicit permission of the Bank, for terminal installation, merchant training, merchant help desk, terminal repair and servicing, supply of spares and consumables, terminal replacement and installation of terminal application software, should that be required by them. The service provider will be solely responsible for under or nonperformance and deficiency of services of such third party bidder (s). No payment will be made by the Bank to the third party bidder (s) for their services. The service provider shall enter into agreement with such bidders and provide a copy of such agreement to the Bank. The agreement between service provider and local vendors/sub-contractors should explicitly include a clause regarding confidentiality of data and other information related to business
- jj. By submitting a signed bid/response to this RFP the Bidder certifies that:
 - i. The Bidder has arrived at the offer in its bid without agreement with any other bidder of this RFP to the purpose of restricting competition.
 - ii. The offer in the bid have not been disclosed and shall not be disclosed to any other bidder of this RFP.
 - iii. No attempt by the Bidder to induce any other bidder to submit or not to submit a bid for restricting competition has occurred.
 - iv. Each Bidder must indicate whether or not they have any actual or potential conflict of interest related to contracting services with UCO BANK. In case such conflicts of interest do arise, the Bidder must indicate the manner in which such conflicts can be resolved.

- v. The Bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this RFP. The Bidder represents that all software to be supplied in response to this RFP shall meet the proposed Bidder solution requirements. The Bidder shall be required to independently arrive at a solution, which is suitable for the Bank, after taking into consideration the effort estimated for implementation of the same. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to the Bank. The Bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the Bidder to fulfill all the terms and conditions of this RFP.
- vi. The Selected bidder has to inform change in the management of the company, if any, to the Bank within 30 days from the date of such change during warranty and AMC period.
- vii. The Bank will call for Audited Balance Sheet of the selected Bidder at any point of time during warranty and AMC period and the selected Bidder shall provide the same.
- viii. The selected bidder shall submit updated Escalation Matrix for the product/services on a Half-Yearly basis as at the end of 31st March and 30th September during warranty and AMC period.

67. Human Resource Requirement

The Bidder by executing the agreement shall be deemed to have unconditionally agreed as under:

- a. The Bidder shall provide a contingent of well trained personnel and extend necessary mentoring and operational support to the intermediary network of agents, etc. as part of the solution/service.
- b. The Bidder shall confirm that every person deployed by them on the project has been vetted through a third-party background check prior to their engagement. The Bidder shall manage the activities of its personnel or others engaged in the

project, etc. and shall be accountable for all the personnel deployed/engaged in the project.

- c. In case the performance of the Bidder/their CSP/agent/employees engaged in the project is not satisfactory or is detrimental to the interests of the Bank, The Bidder shall have to replace the said person within the time limits stipulated by the Bank. Where the Bidder fails to comply with the Bank's request, the Bank may replace the said person or their agents/employees on its own.
- d. No right to employment in the Bank shall accrue or arise to the employees or agents of the Bidder, by virtue of engagement of employees, agents, etc. of The Bidder for any assignment under this project. It is further clarified that the arrangement herein with the Bidder is a contract for service.
- e. The Bidder shall exercise due diligence and only engage persons having established identity, integrity, requisite qualifications and skills and deployment experience for all critical activities.
- f. The Bidder shall extend all of the outsourced banking and financial services by deploying such personal that have high integrity and meet the qualifications and other criteria stipulated by the Reserve Bank of India , Government or the Bank from time to time and agrees and undertake that during the subsistence of this agreement they will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time ,as per the provisions of Minimum Wages Act 1948.

68. Social Media Policy

- a. No person of the bank or the contractors and third parties shall violate the social media policy of the bank.
- b. The following acts on the part of personnel of the bank or the contractors and third parties shall be construed as violation of social media policy:
- c. Non-adherence to the standards/guidelines in relation to social media policy issued by the Bank from time to time.
- d. Any omission or commission which exposes the Bank to actual or potential monetary loss or otherwise, reputation loss on account of non-adherence of social media related systems and procedures."

69. Force Majeure:

- a. The bidder shall not be liable for default or non-performance of the obligations under the contract, if such default or non-

performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the bidder, i.e. Force Majeure.

- b. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, earthquake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the bidder, resulting in such a situation.
- c. In the event of any such intervening Force Majeure, the Bidder shall notify the Bank in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the Bank, the Bidder shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.
- d. In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the Bidder shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of the Bank shall be final and binding on the Bidder.

70. Corrupt And Fraudulent Practices

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

- f. 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.
- g. The decision of the Bank in determining the above aspects will be final and binding on all the Bidders.
- h. No Bidder shall contact through any means of communication the Bank or any of its employees on any matter relating to its bid, from the time the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Bank, it may do so in writing. An effort/attempt by a Bidder to influence the Bank in its decision on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid and/or blacklisting the Bidder.
- i. The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Bank directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on case-to-case basis.

71. Adoption of Integrity Pact :

- a. The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract.
- b. Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the bidding process
- c. The Bidders shall submit signed Pre Contract integrity pact as per Annexure-14 along with Part-A Conformity to Eligibility Criteria. Those Bids which are not containing the above are liable for rejection.
- d.
- e. Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates.
- f. Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge

on the anti-corruption principle

- g. Integrity Pact in respect of this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- h. The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the contract.
- i. Integrity pact shall be signed by the person who is authorized to sign the Bid.
- j. The Name and Contact details of the Independent External Monitor(IEM) nominated by the Bank are as under:

Shri S R Raman 1A-121, Kalpataru Gardens Near East-West Flyover Kandivali East, Mumbai - 400101 E-mail:- raman1952@gmail.com	Ms Vijayalakshmi R Iyer Flat No. – 1402, Barberry Towers, Nahar Amrit Shakti, Chandivali, Powai, Mumbai – 400072 E-mail:- vriyer1955@gmail.com
--	---

Government of India Guidelines On Purchase Preference: Procurement through Micro & Small Enterprises [MSEs]:

Procurement through MSEs will be done as per the Policy guidelines issued by the Ministry of Micro, Small & Medium Enterprises from time to time. Following are the conditions applicable as per the Government of India Guidelines

- a. This MSEs should have been registered with :
 - ❖ District Industries Centers or
 - ❖ Khadi Village Industries Commission or
 - ❖ Khadi& Village Industries Board or
 - ❖ Coir Board or National Small Industries Corporation or
 - ❖ Directorate of Handicrafts & Handloom or
 - ❖ Any other body specified by the Ministry of Micro, Small & Medium Enterprises.
- b. MSEs are also exempted from paying Application fee/cost & EMD.
- c. MSEs should submit the relevant documentary proof for

claiming the exemptions.

- d. MSEs shall have basic required qualification under eligibility criteria specified in the RFP and the above Policy will be applicable to those qualifying Bidders only. The details are available on web site dcmsme.gov.in. Interested vendors are requested to go through the same for details.

72. Resolution of Disputes:

All disputes and differences of any kind whatsoever, arising out of or in connection with this Offer or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days' notice in writing to the other party clearly setting out there in the specific disputes. In the event of absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators; one to be nominated by each party and the said arbitrators shall appoint a presiding arbitrator. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration. The venue of arbitration shall be Kolkata, INDIA.

73. Modification/Cancellation Of RFP

The bank reserves the right to modify/cancel/re-tender without assigning any reasons whatsoever. The bank shall not incur any liability to the affected bidder(s) on account of such rejection. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection.

74. Legal Disputes and Jurisdiction of the court

- a. The Bank Clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain bidder/prospective bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any

amounts and related costs and a right for damages.

- b. All disputes and controversies between Bank and Bidder shall be subject to the exclusive jurisdiction of the courts in Bengaluru and the parties agree to submit themselves to the jurisdiction of such court as this RFP/Contract agreement shall be governed by the laws of India.

ANNEXURES

Checklist

Vendors to verify the checkpoints and ensure accuracy of the same before submission of the bid.

ANNEXURES(To be submitted with Part A- conformity to eligibility criteria)		
1	Check List	
2	Eligibility Criteria declaration	
3	Bid Covering Letter Format	
4	Authorization Letter Format	
5	Applicant's Profile	
6	Non-Disclosure agreement format	
7	Pre-Contract Integrity Pact	
ANNEXURES (To be submitted with Part B-Technical Proposal)		
7	Technical Bid Covering letter Format	
8	Track Record and Merchant Acquiring Business through POS on Revenue sharing Model	
9	Technical Evaluation Sheet	
10	Compliance Statement	
11	Undertaking Letter Format	
12	Escalation Matrix	
13	Masked Commercial Format(Annexure-13	
ANNEXURES(To be submitted with Part-C -Commercial Bid)		
13	Commercial format as per Annexure-14	

Checked for accuracy

Date:

Signature with Seal

Name:

Designation

The Authorization letter as per format ANNEXURE-4 is to be carried in person and shall not be placed inside any of the bid covers.

Ensure

Annexure-1

No	Other Clauses	Vendor Response [Yes/No]	Page No. at which details are enclosed
1	Whether Cost of the Tender document (NEFT/ Demand Draft payable at Kolkata) is submitted along with the Part A-Conformity to Eligibility Criteria?		
2	Whether EMD / Bank guarantee Submitted in the Part A- Conformity to Eligibility Criteria?		
3	Whether the Bid is authenticated by authorized person? Copy of Power of Attorney or Authorization letter from the company authorizing the person to sign the bid document to be submitted in Part A-Conformity to Eligibility Criteria.		
5	Whether all pages are authenticated with signature and seal (Full signature to be affixed and not initials).Erasures /Overwriting / Cutting / Corrections authenticated Certification /Undertaking is authenticated?		
6	Whether address of Office on which order has to be placed is indicated in ANNEXURE-5		
8	Whether ensured that, the separately sealed envelopes containing Part A-Conformity to Eligibility Criteria, PartB-Technical Proposal and Part-C Commercial Bid for Selection of Vendor for 'Set up, Manage & Operate Merchant Acquiring Business through POS on Revenue Sharing Model' are placed and sealed in another big envelope superscribed as per RFP instructions. The Name of the Bidder, RFP No. and Due date of the RFP is specified on the top of the envelope.		
9	Whether replica of offer Bid is enclosed in Part B- Technical Proposal masking the offer?		

10	Whether ensured Indexing of all Document submitted with page numbers?		
11	Ownership letter by the bidder (Under taking letter by the bidder taking the ownership of the project execution in case third party also involved in project execution either fully or partially. The bidder shall also submit the ownership certificate issued by the third party clearly mentioning the extent of ownership)		
12	Whether replica of Price Bid (Masked price bid) as per Commercial Bid is submitted in Technical-Part-B.		

Vendors to verify the above checklist and ensure accuracy of the same before submission of the bid.

Checked for
accuracy

Date:

Signature with Seal
Name:

.....

ANNEXURE-2

Eligibility Criteria Declaration

SUB: RFP to Set up, Manage and Operate Merchant Acquiring Business through POS on Revenue Sharing Model.
Ref: DIT/BPR&BTD/OA/1488/2019-20 Date: 08/07/2019

We have carefully gone through the contents of the above referred RFP and furnish the following information relating to Eligibility Criteria.

Sl.No.	Eligibility Criteria	Documentary proof required for each of the eligibility criteria stipulated	Bidder response
1.	The Bidder must be a Firm /Company incorporated in India with considerable expertise in setting up merchant acquiring business, framing merchant acquiring policy, operational procedures for at least one scheduled commercial banks in India.	Certified copy of certificate of incorporation in case of Private Limited Company and Certificate of commencement of business in case of public Limited Company shall be Enclosed	
2.	The bidder should have executed at least ONE full cycles of ME business process right from acquisition of merchants to Reconciliation and settlement and also managing chargeback process and risks for at least 1 Scheduled Commercial banks in India and has installed minimum of 25,000 POS terminals.	Certificate from the Acquiring bank to be enclosed.	
3.	The Bidder should have its own switch/license or through third party switch/license to use the third party switch for routing POS transactions, Merchant Management system, Underwriting system, Risk Monitoring(Both Merchant underwriting and Transaction monitoring) and settlement & Recon system	Certificate from the Acquiring bank to be enclosed	

4.	The bidder should be PCI- DSS certified & compliant.	Copy of certificate shall be enclosed	
5	The Bidder should own/ have a valid license from Card Network Associations Visa, Master & Rupay and should be in POS Acquiry Business for the past two years which involves activities like Direct Acquisition of Merchants, POS deployment, maintenance, transaction, POS transaction processing, enabling the payments to Acquiring Banks, Merchant Payment net of MDR, monitoring of transactions, dispute Management etc. The infrastructure should be in use by at least One Scheduled Commercial banks in India for switching POS transactions.	Certificate from the Acquiring bank to be enclosed	
6	The bidder through own switch/ third party switch (which bidder is licensed to use) should have connectivity with Network/ scheme provider for routing VISA, Mastercard, RuPay and Amex transactions.	Self Declaration	
7	The bidder should have both primary and DR Centre fully audited and complied with VISA, MasterCard, RUPAY and Amex guidelines	Bidder has to submit the latest audit certificate in this regard	
8	The bidder should have a total turnover of Rs. 25 Crores during the last financial year as on 31/03/2018	Bidder has to submit Audited Balance Sheet for last 2 Years (i.e. 2016-17 and 2017-18). AND Bidder must produce a certificate from the Company's Chartered Accountant to this effect. The documents certified by Chartered	

		Accountants should mandatorily contain Unique Document Identification Number.	
10	The bidder should not have been blacklisted by any Govt. /Govt. Agency / Bank(s) / Financial Institutions / RBI / IBA in India as of RFP issue date for breach of any applicable law or violation of regulatory prescriptions or breach of agreements.	Declaration in the letterhead of the bidder's company to that effect should be submitted regarding non-blacklisting of the company.	
11	The bidder should ensure that there are: a. No legal proceedings pending or threatened against bidder or which adversely affect / may affect performance under the contract; and b. No inquiries or investigations have been threatened, commenced or pending against the bidder or by any statutory or regulatory or investigative agencies.	Declaration in the letterhead of the bidder's company to that effect duly certified by Statutory Auditor should be submitted.	

We confirm that the information furnished above is true and correct. We also note that, if there are any inconsistencies in the information furnished above, the bid is liable for rejection.

Date

Signature with Seal:

Name :

Designation :

ANNEXURE-3

Bid Covering letter format

Reference No:

Date:

General Manager,
DIT, BPR & BTB
(3rd Floor)
UCO Bank Head Office,
10 BTM Sarani
Kolkata 700001
West Bengal

Dear Sir,

**SUB: RFP to Set up, Manage and Operate Merchant Acquiring
Business through POS on Revenue Sharing Model.
Ref: DIT/BPR&BTB/OA/1488/2019-20 Date: 08/07/2019**

Having examined the tender document including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned, offer solution for Setup, Manage and Operate Merchant Acquiring Business through POS on Revenue Sharing Model in conformity with the said tender in accordance with the schedule of prices indicated in the commercial offer and made part of this offer.

We agree to abide by this offer till contract period from the date of opening of Commercial Bid. We accept all the Instructions, Terms & Conditions and Scope of Work of the subject RFP.

We understand that the Bank is not bound to accept the highest or any offer the Bank may receive, without assigning any reason whatsoever.

Date

Signature with Seal:

Name :

Designation :

ANNEXURE-4

Authorization letter format

(To be presented by the authorized person at the time of Technical / Commercial Bid Opening on the letter head of Bidder and should be signed by an Authorised Signatory with Name and Seal of the Company)

Ref No:

Date:

General Manager,
DIT, BPR & BTD
(3rd Floor)
UCO Bank Head Office,
10 BTM Sarani
Kolkata 700001
West Bengal

Dear Sir,

SUB: RFP to Set up, Manage and Operate Merchant Acquiring Business through POS on Revenue Sharing Model.

Ref: DIT/BPR&BTD/OA/1488/2019-20 Date: 08/07/2019

This has reference to your above RFP.

Mr./Miss/Mrs. _____ is hereby authorized to attend the bid opening of the above RFP on ____ on behalf of our organization.

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Name & Designation of Authorizing Authority

NOTE: This Authorization letter is to be carried in person and shall not be placed inside any of the bid covers.

ANNEXURE-5
Applicant's Profile

The Bidder should provide detailed responses for each of the below items along with documentary proofs :

Sl. No	Particulars	Details
A	Company / Supplier Profile-	
1.	Name of the Suppliers/Firm / Company	
2.	Constitution	
3.	Date of Establishment/Incorporation	
4.	Address (Order to be placed on which Office) Registered Office Corporate Office	
5.	Telephone No FAX No E-mail Address Website	
6.	Gross Annual Turnover of the Bidder (Not of the group.) (Audited) 2015-2016 2016-2017 2017-2018	
7.	Net Profit of the Bidder (Not of the group.) (Audited) 2015-2016 2016-2017 2017-2018	
8.	Service Net Work (Number of Service Centers in) North India South India East India West India Central India Our PAN number for Income Tax is We are registered with the GST authorities and our registration numbers are as follows.	

	GST no. Our Bank Details Name and Style of Bank Account Name of the Bank and Branch address Account Number RTGS / NEFT Code	
9.	Details of Description of business and business back group Service Profile & Client Profile Domestic & International Presence.	
10.	Brief Description of other facilities available with the bidder (related to Set up, Manage and Operate Merchant Acquiring Business through POS on Revenue Sharing Model)	
11.	Details of the similar assignments on hand as on date. (Name of the Bank, stage of project etc., Documentary proof such as work order to be furnished)	
12.	Experience of assignments in Merchant Acquiring Business through POS	

Date

Signature with Seal :

Name :

Designation :

[Note: These details should be on the letter head of Bidder and should be signed by an Authorized Signatory with Name and Seal of the Company]

Annexure-6
Non-Disclosure Agreement
(To be given on the Company's Letter Head)

WHEREAS, we, _____,
having Registered Office at _____, hereinafter referred to
as the Bidder, are agreeable to 'Set Up ,Manage & Operate Merchant
Acquiring business through POS on revenue sharing model' in UCO Bank,
having its registered office at 112,J C Road, Kolkata-2 hereinafter referred
to as the BANK and,

WHEREAS, the Bidder understands that the information regarding the
Bank's IT Infrastructure shared by the BANK in their Request for Proposal is
confidential and/or proprietary to the BANK, and

WHEREAS, the Bidder understands that in the course of submission of the offer
for Selection of vendor to Set up, Manage and Operate Merchant Acquiring
Business through POS on Revenue Sharing Model and/or in the aftermath
thereof, it may be necessary that the Bidder may perform certain jobs/duties
on the Banks properties and/or have access to certain plans, documents,
approvals or information of the BANK; NOW THEREFORE, in consideration of
the foregoing, the Bidder agrees to all of the following conditions, in order to
induce the BANK to grant the Bidder specific access to the BANK's
property/information. The Bidder will not publish or disclose to others, nor, use
in any services that the Bidder performs for others, any confidential or
proprietary information belonging to the BANK, unless the Bidder has first
obtained the BANK's written authorization to do so.

The Bidder agrees that notes, specifications, designs, memoranda and other
data shared by the BANK or, prepared or produced by the Bidder for the
purpose of submitting the offer to the BANK for the said solution, will not be
disclosed to during or subsequent to submission of the offer to the BANK, to
anyone outside the BANK.

The Bidder shall not, without the BANKs 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 the
BANK in connection therewith, to any person(s) other than those
employed/engaged by the Bidder for the purpose of submitting the offer to
the BANK 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.

Date

Signature with Seal:

Name :

Designation :

Annexure-7

Technical Bid Covering letter Format

General Manager,
DIT, BPR & BTB
(3rd Floor)
UCO Bank Head Office,
10 BTM Sarani
Kolkata 700001
West Bengal

SUB: RFP to Set up, Manage and Operate Merchant Acquiring Business through POS on Revenue Sharing Model.

Ref: DIT/BPR&BTB/OA/1488/2019-20 Date: 08/07/2019

We have carefully gone through the contents of the above referred RFP and furnish the following information relating to Technical Bid/Specification.

Sl N o	Particulars	Details to be furnished by the Bidder
1	Name of the Bidder	
2	E-mail address of contact persons	
3	Details of: Description of business and business background Service profile & Client profile	
4	Approach and methodology for the proposed scope of work along with illustrative deliverables.	

5	<p>Details of similar assignments executed by the bidder during the last two years in India</p> <p>(Name of the Bank, time taken for execution of the assignments and documentary proof from the Bank are to be furnished)</p>	
6	<p>List of applicants major customers in last 3 years and details as below may be taken:</p> <p>a. Name and complete postal Address of the customer.</p> <p>b. Name, designation, Telephone , Fax, Telex Nos., e-mails and address of the contact person(customer)</p> <p>c. Nature & Description, Staff consultancy work ordered by the customer during 2 years.</p> <p>d. Whether reference letter enclosed.</p>	

7	Conformity regarding back to back arrangements with third party software for providing continuous and un-interrupted support to meet SLA obligations as per RFP Terms.	
---	--	--

Declaration:

1. We confirm that we will abide by all the terms and conditions contained in the RFP.
2. We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in shortlisting of bidders.
3. All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process.
4. We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations.

Date

Signature with Seal:

Name :

Designation :

ANNEXURE-8

TRACK RECORD AND MERCHANT ACQUIRING BUSINESS THROUGH POS ON
REVENUE SHARING MODEL

**SUB: RFP to Set up, Manage and Operate Merchant Acquiring
Business through POS on Revenue Sharing Model.**

Ref: DIT/BPR&BTD/OA/1488/2019-20 Date: 08/07/2019

Details of track record on merchant acquiring business through POS:

Sl no	Name of the client	Contact person's name, Tel no and address	Mention services on OPEX or CAPEX model or Rental or Revenue Sharing Model

Date

Signature with Seal:

Name :

Designation :

ANNEXURE: 9

Technical Evaluation:

Technical evaluation will include technical information submitted as per technical Bid format, demonstration of proposed Services, reference calls and site visits, wherever required. The Bidder may Demonstrate/substantiate all claims made in the technical Bid to the satisfaction of the Bank and the capability of the bidder to support all the required functionalities at their cost in their lab or those at other organizations where similar Services are in use.

During evaluation and comparison of Bids, the Bank may, at its discretion ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted. No post Bid clarification at the initiative of the Bidder shall be entertained.

Technical Evaluation matrix and scoring is asunder

Sl.	Parameter	Max Score	Self Evaluation By The Bidder	Evaluation By The Bank
1	Availability of Switching, related Hardware, software and technical expertise : Own (Primary as well as DR):20 Primary owned but DR outsourced:10 Both outsourced :0	20		
2	Experience in third party processing of Merchant Acquiring services (no. of years) 2 to 3 years :5 Over 3 years:10	10		

3	Robustness and scalability of processing platform. Installed and utilized Capacity details should be provided. Terminals installed between : 50000 to 75000 : 10 Terminals installed above 75000 to 100000 : 15 Terminal installed above 100000 : 20	20		
4	Number of PoS transactions processed per annum (last Financial year): Over 1.5crore :10 Between 50 lakhs and 1.5crore:5 Less than 50 Lakhs -3	10		
5	Value Added Services as per scope of work: Bharat QRver 4.0 : 2 Cash @ POS : 2 UPI on POS: 2 EMI :3 Dynamic Currency conversion & Multi currency: 3 Android POS : 2 NFC: 2 Acceptance of NCMC and offline wallets: 2 PC base Pos: 2	20		
6	Call centre available with : More than 50 employees –10 More than 25but less than 50employees –7 Less than 25 employees –5	10		
7	TAT in installation of PoS Terminal at merchant location after completion of identification, KYC & Documentation in Urban & Metro Centres Within 1 day - 10 Between 1 to 3 days - 5 More than 3 days - 2	10		

8	Range of existing services offered by the service providers In addition to normal transactions , full marks if AMEX acquiring, mVISA, Bharat QR, ETC, refund: 10 If above options within three months of award: 5 Only normal transactions i.e VISA, Mastercard and Rupay: 0	10		
9	Business Continuity Plan and Disaster Recovery arrangements of service provider If Yes – 10 If No - 0	10		
10	Suitability of Fraud Monitoring Tools and Risk management techniques proposed If yes – 10 If No, but within three months of purchase order – 5 If No - 0	10		
11	No of centres staffed by the vendor to support the merchant acquiring activities. Upto 50 : 2 Between 50 and 100: 5 <input type="checkbox"/> Over 100: 10	10		
12	Ability to interact and integrate and connect with other Aggregators like Pinelabs, Innoviti, Ezetap etc If all three – 10 If No but within three months – 5	10		
13	Availability of Remote Terminal Management for loading application upgrades , OS patches etc If Yes -10 If No - 0	10		
14	Availability of portal for merchants to view transactions, statements online. If yes – 10 If No but within three months – 5 If No - 0	10		

15	Sharing of FIRC certificates at monthly (or as decided by Bank), input files for GST tax engine basis which GST would be calculated: If yes – 10 If No but within three months – 5 If No - 0	10		
16	Capability to migrate Merchants from existing platform to your own and vice versa: Over 2500 terminals per month – 20 Between 1500 to 2500 terminals per month - 15 Less than 1500 terminals per month-5	20		
17	Maximum marks	200		
18	Overall Total marks by Technical Evaluation Committee for Presentation	50		
19	Maximum Marks under:	250		

Evaluation by the Banks shall be final.

Technical Bid of Bidders with score of 150 or less out of 250 above (Sl No 19 above) in technical evaluation will not be considered for qualification for Commercial Bid. The evaluation will also take into account: State of the art solution offered by the Bidder to any noticeable Banking India.

The Bidder should furnish the details when requested.

- ✓ Is the proposed hardware / Infrastructure capable of handling the projected volumes and offers a proven solution to meet the requirement
- ✓ Since the development in IT in terms of hardware and software keep developing, will the Bidder keep its infrastructure up-dated?
- ✓ Capability of the proposed solution to meet future requirements

ntsnotoutlined in the RFP

- ✓ In house capability of software development
- ✓ Bidder support facilities: what and how the Bidder will support the terminal holders as well as Bank (email, SMS, toll free numbers etc)

UCO BANK

ANNEXURE-10
COMPLIANCE STATEMENT

SUB: RFP to Set up, Manage and Operate Merchant Acquiring Business through POS on Revenue Sharing Model.
Ref: DIT/BPR&BTD/OA/1488/2019-20 Date: 08/07/2019

DECLARATION

We understand that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Bank. We also agree that the Bank reserves its right to reject the bid, if the bid is not submitted in proper format as per subject RFP.

Compliance	Description	Compliance (Yes / No)	Remarks / Deviations
Terms and Conditions	We hereby undertake and agree to abide by all the terms and conditions including all Annexures, corrigendum(s) etc. stipulated by the Bank in this RFP. (Any deviation may result in disqualification of bids)		
Technical Specifications	We certify that the services offered by us for tender confirms to the Scope of Work specifications stipulated by you except the following deviations.		
Scope of Work	As detailed in the RFP		

(If left blank it will be construed that there is no deviation from the specifications given above)

Date

Signature with Seal :

Name :

Designation :

ANNEXURE- 11

Undertaking Letter Format

(To be submitted on bidder's Letter Head)

SUB: RFP to Set up, Manage and Operate Merchant Acquiring Business through POS on Revenue Sharing Model.

Ref: DIT/BPR&BTD/OA/1488/2019-20 Date: 08/07/2019

We understand that Bank shall be placing Order to the Successful Bidder exclusive of taxes only and that all applicable Taxes like GST will be paid at actual to the maximum of taxes indicated in this Commercial Bid against production of invoice / bills.

We are agreeable to the payment schedule as per "Payment Terms" of the RFP.

Date

Signature with Seal :

Name :

Designation :

ANNEXURE-12

ESCALATION MATRIX

Name of the Company

Delivery Related Issues:

SI No	Name	Designation	Full Office Address	Phone No.	Mobile No.	Fax	Email address
1		First Level Contact					
2		Second level contact (If response not received in 24 Hours)					
3		Regional/Zonal Head (If response not received in 48 Hours)					
4		Country Head (If response not received in One week)					

Service Related Issues:

SI No	Name	Designation	Full Office Address	Phone No.	Mobile No.	Fax	Email address
1		First Level Contact					
2		Second level contact (If response not received in 24 Hours)					
3		Regional/Zonal Head (If response not received in 48 Hours)					
4		Country Head (If response not received in One week)					

Any change in designation, substitution will be informed by us immediately.

Date

Signature with Seal :

Name :

Designation :

ANNEXURE-13
Bill of Material (Masked)

**SUB: RFP to Set up, Manage and Operate Merchant Acquiring
Business through POS on Revenue Sharing Model.**
Ref: DIT/BPR&BTD/OA/1488/2019-20 Date: 08/07/2019

Commercials for Set up, Manage and Operate Merchant acquiring business through POS on revenue sharing Model:

Sl No.	Item description	Make/ Model	Monthly Rent quoted by Bidder (in Rs.) (Inclusive of all Applicable Taxes) (A)	Weightage factor (B)	Marks allotted according to weightage factor (C=A*B)
1	PSTN POS		XXXXX	0.05	XXXXX
2	GPRS with printer POS		XXXXX	0.80	XXXXX
3	Mobile POS		XXXXX	0.15	XXXXX
Total Cost of Ownership in figures			XXXXX		
Total Cost of Ownership in Words			XXXXX		

The bidder must have deployed at least 5000 POS machines in the Indian market (deployment portion should at least match sl. No. 2 i.e. GPRS with printer), which is being offered to the Bank. The technical specification of the proposed make and model to be enclosed with this.

Date

Signature with Seal :

Name :

Designation :

ANNEXURE-14
Bill of Material (Commercial Format)

**SUB: RFP to Set up, Manage and Operate Merchant Acquiring
Business through POS on Revenue Sharing Model.**
Ref: DIT/BPR&BTD/OA/1488/2019-20 Date: 08/07/2019

Commercials for Set up, Manage and Operate Merchant acquiring business through POS on revenue sharing Model:

Sl No.	Item description	Make/ Model	Monthly Rent quoted by Bidder (in Rs.) (Inclusive of all Applicable Taxes) (A)	Weightage factor (B)	Marks allotted according to weightage factor (C=A*B)
1	PSTN POS			0.05	
2	GPRS with printer POS			0.80	
3	Mobile POS			0.15	
Total Cost of Ownership in figures					
Total Cost of Ownership in Words					

The bidder must have deployed atleast 5000 POS machines in the Indian market (deployment portion should atleast match sl. No. 2 i.e. GPRS with printer), which is being offered to the Bank. The technical specification of the proposed make and model to be enclosed with this.

Date

Signature with Seal :

Name :

Designation :

ANNEXURE – 15

PRE CONTRACT INTEGRITY PACT

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

1. Whereas UCO Bank having its registered office at UCO BANK, a body corporate constituted under The Banking companies (Acquisition & Transfer Act of 1970), as amended by The Banking Laws (Amendment) Act, 1985, having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001 acting through its Department of IT, represented by Authorised Signatory hereinafter referred to as the Buyer and the first party, proposes to provide services related to (Set up, Manage and Operate Merchant Acquiring Business through POS on Revenue Sharing Model.) hereinafter referred to as Stores and / or Services.

And

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

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

3. Preamble

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

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

4. Commitments of the Buyer

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

- (i) No employee of the Buyer, personally or through family members, will in connection with the tender, or the execution of a contract demand, take a promise for or

accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

- (ii) The Buyer will during the tender process treat all Bidder(s) /Seller(s) with equity and reason. The Buyer will in particular, before and during the tender process, provide to all Bidder (s) /Seller(s) the same information and will not provide to any Bidders(s) /Seller(s) confidential /additional information through which the Bidder(s) / Seller(s) could obtain an advantage in relation to the process or the contract execution.
- (iii) The Buyer will exclude from the process all known prejudiced persons.

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

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

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

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

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

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

5.4 Agents / Agency Commission

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

6. Previous Transgression

6.1 The Bidder /Seller declares that no previous transgressions have occurred in the last three years from the date of signing of this Integrity Pact with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify Bidder's /Seller's exclusion from the tender process.

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

7. Company Code of Conduct

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

8. Sanctions for Violation

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

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

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

9. Compensation for Damages

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

9.2 If the Buyer has terminated the contract according to Clause 8, or if the Buyer is entitled to terminate the contract according to Clause 8, the Buyer shall be entitled to encash the advance bank guarantee and performance bond / warranty bond, if furnished by the Bidder / Seller, in order to recover the payments, already made by the Buyer for undelivered Stores and / or Services.

10. Price Fall Clause

The Bidder undertakes that it has not supplied /is not supplying same or similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry /Department of the Government of India or PSU or Public Sector Bank and its subsidiaries during the currency of the contract and if it is found at any stage that same or similar product /Systems or Subsystems was supplied by the Bidder to any other Ministry /Department of the Government of India or a PSU or any Public Sector Bank at a lower price during the currency of the contract, then that very price 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.

11. Independent External Monitor(s)

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

- 11.2 As soon as the integrity Pact is signed, the Buyer shall provide a copy thereof, along with a brief background of the case to the independent External Monitors.
- 11.3 The Bidder(s) / Seller(s) if they deem it necessary, may furnish any information as relevant to their bid to the Independent External Monitors.
- 11.4 If any complaint with regard to violation of the IP is received by the buyer in a procurement case, the buyer shall refer the complaint to the Independent External Monitors for their comments / enquiry.
- 11.5 If the Independent External Monitors need to peruse the records of the buyer in connection with the complaint sent to them by the buyer, the buyer shall make arrangement for such perusal of records by the independent External Monitors.
- 11.6 The report of enquiry, if any, made by the Independent External Monitors shall be submitted to MD & CEO, UCO Bank, Head Office at 10, Biplabi Trailokya Maharaj Sarani , Kolkata-700001 within 2 weeks, for a final and appropriate decision in the matter keeping in view the provision of this Integrity Pact.
- 11.7 The word "Monitor" would include both singular and plural.

12. Law and Place of Jurisdiction

This Integrity Pact is subject to Indian Laws, and exclusive Jurisdiction of Courts at Kolkata, India.

13. Other Legal Actions

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

14. Integrity Pact Duration.

- 14.1 This Integrity Pact begins when both parties have legally signed it. It expires of order / finalization of contract.
- 14.2 If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by MD & CEO, UCO Bank.
- 14.3 Should one or several provisions of this Integrity Pact turn out to be invalid, the reminder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

15. Other Provisions

- 15.1 Changes and supplements need to be made in writing. Side agreements have not been made.
- 15.2 The Bidders (s)/ Sellers (s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers its report.
- 15.3 In view of nature of this Integrity Pact, this Integrity Pact shall not be terminated by any

party and will subsist throughout its stated period.

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

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

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

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

BUYER

BIDDER /SELLER

Signature:
Authorised Signatory
UCO Bank ,
Department of IT

Signature:
Authorized Signatory

Place:
Date:

Place:
Date:

Witness :

Witness :

(Name & Address)

(Name & Address)

ANNEXURE – 16

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

To,

General Manager,
DIT, BPR & BTB
(3rd Floor)
UCO Bank Head Office,
10 BTM Sarani
Kolkata 700001
West Bengal

Sir,

Sub: RFP to Set up, Manage and Operate Merchant Acquiring Business through POS on Revenue Sharing Model (RFP Ref. No DIT/BPR&BTB/OA/1488/2019-20 Date: 08/07/2019)

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

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents if any, issued by the Bank. The bidder has to ensure that the payment towards services is in consonance with the Central Minimum Wages Act & Labour Laws. 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).**

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

APPENDIX –A

Instructions to be noted while preparing/submitting Part A- Conformity to

Eligibility Criteria

The Proposal should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be filed and paginated (serially numbered) with seal and signature of the authorized signatory.

1. Index of all the document submitted with page numbers.
2. Cost of Tender document by way of NEFT / DD payable at Kolkata.
3. Earnest Money Deposit (EMD) / Bank Guarantee in lieu of EMD as per APPENDIX-E.
4. Power of Attorney / Authorisation letter signed by the Competent Authority with the seal of the bidder's company / firm in the name of the person signing the tender documents.
5. Documentary proof in support of the Eligibility Criteria as per Annexure-2.
6. Bidder's Covering letter as per ANNEXURE-3
7. Profile of the Company / Firm as per ANNEXURE-5
8. Non-Disclosure agreement as per Annexure-6
9. Write up on the Work Experience / Expertise of Merchant Acquiring Business through POS.
10. Track record of Merchant Acquiring Business through POS across the Country covering Name and addresses of major clients and email ids, telephone numbers (landline and mobile no), fax numbers of their contact executives etc.
11. The Bidders to furnish the details of their existing Offices / Branches / service centers supporting for Merchant Acquiring Business through POS.

APPENDIX-B

Instructions to be noted while preparing/submitting Part B- Technical Proposal

The Technical Proposal should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be filed and paginated (serially numbered) with seal and signature of the authorized signatory. Technical Offer for this RFP shall be made as under:

1. Index of all the document submitted with page numbers.
2. Technical bid covering letter as per Annexure-7
3. Track Record as per Annexure-8
4. Technical Evaluation sheet as per Annexure-9
5. Compliance to Functionalities as per Annexure-10
6. Compliance Table: This table must cover bidder's response to all the Technical Specification, terms and conditions and Scope of Work specified in the offer document (Terms and Conditions) as per annexure-10.
7. Undertaking letter as per Annexure-11
8. Escalation Matrix as per Annexure-12
9. Masked price bid of Commercial Bid as per Annexure-13
10. Ownership letter by the bidder. (Undertaking letter by the bidder taking the ownership of the project execution in case third party also involved in project execution either fully or partially. The bidder shall also submit the ownership certificate issued by the third party clearly mentioning the extent of ownership.)
11. Undertaking letter by the bidder for providing technical Advisory, service Support and guidance during contract period.
12. The bidder should submit an undertaking letter that they will provide necessary software with latest version and any third party licenses with latest version required for the implementation of the Solution. The charges for the above should be factored in Commercial Bid, otherwise the Bid is liable for rejection. Changes in the Commercial Bid by the bidder will also be liable for rejection.
13. Technical Documentation (Product Brochures, leaflets, manuals, drawings).
14. A detailed list of the other Infrastructure required and any other precautions to be undertaken should be given in detail along with the Technical Proposal.

APPENDIX-C

Instruction to be noted while preparing/submitting Part C

Commercial Bid

The commercial Bid should be made in an organized, structured, and neat manner. Brochures/ Leaflets etc., should not be submitted in loose form. All the pages of the submitted bids should be filed and paginated (serially numbered) with seal and signature of the authorized signatory.

The suggested format for submission of commercial Offer for this RFP is as follows:

1. Commercial Version of Commercial Bids as per Annexure-14

The bidder must have deployed atleast 5000 POS machines in the Indian market (deployment portion should atleast match sl. No. 2 i.e. GPRS with printer), which is being offered to the Bank. The technical specification of the proposed make and model to be enclosed with this.

Date

Signature with Seal :

Name :

Designation :

Proforma of Bank Guarantee for Contract Performance

(To be submitted on Non-Judicial stamp paper of appropriate value Purchased in the name of the issuing Bank)

To

General Manager,
DIT, BPR & BTD
(3rd Floor)
UCO Bank Head Office,
10 BTM Sarani
Kolkata 700001
West Bengal

WHEREAS (Name and address of M/s XXXX Ltd(hereinafter referred to as "the CONTRACTOR")) has undertaken to supply, transportation, transit insurance, local delivery, storage and installation, Acceptance testing and also includes documentation, warranty, annual maintenance, if contracted, and training or demo of your personnel related to Selection of vendor to Set up, Manage and Operate Merchant Acquiring Business through POS on Revenue Sharing Model as per their Contract dated _____with you (hereinafter referred to as "the CONTRACT")

AND WHEREAS in terms of the Conditions as stipulated in the Contract, the CONTRACTOR is required to furnish, a Bank Guarantee by way of Performance Guarantee, issued by a Scheduled Bank in India, in your favour, as per Clause_ of the CONTRACT, to secure due and satisfactory compliance of the obligations by the CONTRACTOR on their part, in accordance with the CONTRACT, (which guarantee is hereinafter called as "the PERFORMANCE GUARANTEE")

AND WHEREAS the CONTRACTOR has approached us, (Name of the issuing Bank) for providing the PERFORMANCE GUARANTEE,

AND WHEREAS in consideration of the fact that the CONTRACTOR is our valued constituent and the fact that he has entered into the CONTRACT with you, WE (Name of the Bank) having our Registered Office at, _____and local office at _____, India have agreed to issue the PERFORMANCE GUARANTEE,

THEREFORE WE (Name of the issuing Bank) through our local office at India furnish you the PERFORMANCE GUARANTEE in manner hereinafter contained and agree with you as follows:

We (Name of the issuing Bank), undertake to indemnify you and keep you indemnified from time to time to the extent of Rs_ _____(Rupees_) an amount equivalent to 10% of the Contract Price against any loss or damage caused to or suffered by or that may be caused to or suffered

by you on account of any breach or breaches on the part of the CONTRACTOR of any of the terms and conditions contained in the Contract and in the event of the CONTRACTOR default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the CONTRACT or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs____(Rupees_____) may be claimed by you on account of breach on the part of the CONTRACTOR of their obligations in terms of the CONTRACT.

Notwithstanding anything to the contrary we agree that your decision as to whether the CONTRACTOR has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Performance Guarantee but will pay the same forthwith on your demand without any protest or demur.

This Performance Guarantee shall continue and hold good until it is released by you on the application by the CONTRACTOR after expiry of the relative guarantee period of the Contract and after the CONTRACTOR had discharged all his obligations under the Contract and produced a certificate of due completion of the work under the Contract and submitted a "No Demand Certificate" provided always that the guarantee shall in no event remain in force after the day of _____without

prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of three months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

Should it be necessary to extend Performance Guarantee on account of any reason whatsoever, we undertake to extend the period of Performance Guarantee on your request under intimation to the CONTRACTOR till such time as may be required by you. Your decision in this respect shall be final and binding on us.

You will have the fullest liberty without affecting Performance Guarantee from time to time to vary any of the terms and conditions of the Contract or extend the time of performance of the Contract or to postpone any time or from time to time any of your rights or powers against the CONTRACTOR and either to enforce or forbear to enforce any of the terms and conditions of the Contract and we shall not be released from our liability under Performance Guarantee by the exercise of your liberty with reference to matters aforesaid or by

reason of any time being given to the CONTRACTOR or any other forbearance, act, or omission on your part or any indulgence by you to the CONTRACTOR or by any variation or modification of the Contract or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs(Rupees____) as aforesaid or extend the period of the guarantee beyond the said day of _unless expressly agreed to by us in writing.

The Performance Guarantee shall not in any way be affected by your taking or giving up any securities from the CONTRACTOR or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the CONTRACTOR.

In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the CONTRACTOR hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Performance Guarantee.

Subject to the maximum limit of our liability as aforesaid, Performance Guarantee will cover all your claim or claims against the CONTRACTOR from time to time arising out of or in relation to the Contract and in respect of which your claim in writing is lodged on us before expiry of three months from the date of expiry of Performance Guarantee.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post it shall be deemed to have been given when the same has been posted.

The Performance Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing un- cancelled and that Performance Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

The Performance Guarantee shall not be affected by any change in the constitution of the CONTRACTOR or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will endure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

The Performance Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.

We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the CONTRACTOR.

Notwithstanding anything contained herein

1. Our liability under this guarantee shall not exceed Rs. _____ (Rupees _____ only)
2. This guarantee shall be valid upto _____ and ;
3. We are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand at Kolkata on or before _____ (mention period of the guarantee as found under clause ii. above plus claim period).

We have the power to issue Performance Guarantee in your favour by statute and the undersigned has full power to execute Performance Guarantee under the Power of Attorney to him by the Bank.

Dated this _____ day of _____ 2019.

For and on behalf of
_____ Bank

Authorised Official

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. *Bidder guarantee issued by banks located in India shall be on a Non-Judicial Stamp Paper of requisite value as applicable to the place of execution.*

APPENDIX-E

Bank Guarantee Format for Earnest Money Deposit

To

General Manager,
DIT, BPR & BTB
(3rd Floor)
UCO Bank Head Office,
10 BTM Sarani
Kolkata 700001
West Bengal

Where As _____(Name of Tenderer) (hereinafter called "the Tenderer" has submitted its tender dated ____ (Date) for the execution of ____ (Name of Contract) (hereinafter called "the Tender") in favour of _____ hereinafter called the "Beneficiary";

Know all men by these presents that we, _____ (name of the issuing Bank), a body corporate constituted under the _____ having its Head Office at _____ amongst others a branch/office at _____ (hereinafter called "the Bank" are bound unto the Beneficiary for the sum of Rs _____ (Rupees _____ only) for which payment well and truly to be made to the said Beneficiary, the Bank binds itself, its successors and assigns by these presents;

The conditions of this obligation are:

1. If the Tenderer withdraws its Tender during the period of Tender validity specified in the Tender; or
2. If the Tenderer having been notified of the acceptance of his Tender by the Beneficiary during the period of Tender validity;
3. fails or refuses to execute the Agreement, if required; or
4. fails or refuses to furnish the performance security, in accordance with terms and of conditions of RFP/Contract.
5. We undertake to pay to the Beneficiary up to the above amount upon receipt of his first written demand without the Beneficiary having to substantiate his demand, provided that in his demand the Beneficiary will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.
6. Notwithstanding anything contained herein Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only)
7. This Bank Guarantee is valid up to _____ and

8. 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_____

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

Yours faithfully,

For and on behalf of

_____ Bank

Authorised official

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