

Request for Proposal (RFP)

For

Supply, Installation and Management of 10,000 POS (Point of Sale) Machines for Merchant Acquiring Business (Re-Tendering)



Head Office-2

Department of Information Technology

7th Floor, 3 & 4 DD Block, Sector -1

Salt Lake, Kolkata-700 064

RFP REF NO: UCO/DIT/473/2015-16 Date: 19/06/2015

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

This document is prepared by UCO Bank for its requirement for Supply, Installation and Management of 10,000 POS (Point of Sale) Machines for Merchant Acquiring Business (Re-Tendering).

Disclaimer

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

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CONTROL SHEET TABLE

1.	Tender Reference	UCO/DIT/473/2015-16 Dated 19/06/2015
2.	Cost of Tender Document	Rs. 20,000/- (Rupees Twenty Thousand only)
3.	<i>Date of issue of RFP</i>	19/06/2015
4.	<i>Earnest Money Deposit (EMD)</i>	Rs.50,00,000/- (Rupees Fifty Lacs only, in the form of Bank Guarantee favoring UCO Bank)
5.	<i>Date of commencement of sale of tender document</i>	19/06/2015
6.	<i>Pre-Bid queries</i>	On or before 27/06/2015
7.	<i>Pre-Bid Meeting</i>	30/06/2015 at 11:30 AM at "Conference Room", 5 th Floor, DIT, 3&4 DD Block, Salt Lake, Kolkata-700064
8.	<i>Last Date and Time for receipt of tender bids</i>	22/07/2015 at 4:00 PM
9.	<i>Opening of Eligibility and Functional and Technical bids</i>	22/07/2015 at 4:30 PM
10	Opening of Commercial Bid	Will be informed subsequently to technically qualified bidders.
11	Address of Communication	UCO BANK, Head Office-2, Department of Information Technology, 7th Floor,3 & 4 DD Block, Sector -1, Salt Lake, Kolkata-700 064.
12	Email- ID	hocbs.calcutta@ucobank.co.in ho.bpr@ucobank.co.in
13	Contact Telephone / Fax Numbers	Tel : 033-44559758 / 45 Fax : 033-23345013
14	Bids to be submitted	Tender box placed at: UCO BANK, Head Office-2, Department of Information Technology, 5th Floor, 3 & 4, DD Block, Sector -1, Salt Lake, Kolkata-700 064.

Note: Bids will be opened in presence of the bidders' representatives (maximum two representatives per bidder) who choose to attend. In case the specified date of submission & opening of Bids is declared a holiday in West Bengal under the NI act, the bids will be received till the specified time on next working day and will be opened at 4:30 PM.

1. INTRODUCTION

UCO Bank, a body corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 10, B.T.M. Sarani, Kolkata-700001, India, and its Department of Information Technology at 3 & 4, DD Block, Sector-1, Salt Lake, Kolkata - 700064, hereinafter called "the Bank", is one of the leading public sector Banks in India having more than 3000 branches and more than 2100+ ATMs (including Biometric enabled ATMs), spread all over the country. All the branches of the Bank are CBS enabled through Finacle(Ver. 7.0.25) as a Core Banking Solution. Bank is having tie up with Visa & NPCI and distributes VISA and RuPay enabled debit cards to the customers. Bank has also installed some machines for cash deposit, cheque deposit and passbook printing. The existing Cash Deposit kiosks, Cheque Deposit Machines and Self-Service Passbook Printing Kiosks are directly integrated with Bank's Core Banking System. Currently, Bank is engaged into Debit Card business as Issuer Bank for VISA and Rupay Debit Cards. Bank is using Internet Banking Solution provided by Infosys to the Bank and it is on MS dot net platform).

Against the above backdrop, UCO BANK invites Request for Proposal (RFP) from the prospective bidders having proven past experience and competence in the field for Supply, Installation and Management of 10,000 POS (Point of Sale) Machines for Merchant Acquiring Business.

2. OBJECTIVE

Bank intends to select vendor(s) for Supply, Installation and Management of 10,000 POS (Point of Sale) Machines for Merchant Acquiring Business. As per market trends, it is envisaged that deployment of POS will be through following mechanism:

The distribution of POS Machines will be as follows:

1. PSTN----->40%
2. GPRS----->40%
3. PC Based--->10%
4. MPoS----->10%

The above mentioned ratios are tentative and may vary $\pm 5\%$ as per business requirement of the Bank. Please note that Bank intends to procure 10,000 POS Machines (indicative) during the contract period.

3. TENDER DOCUMENT AND FEE

A complete set of tender document can be obtained from the following address during office hours on all working days on submission of a written application along with a non-refundable fee of Rs 20,000/- (Rupees Twenty Thousand Only) in the form of Demand Draft or Banker's Cheque in favor of UCO BANK, payable at Kolkata .

UCO Bank, Head Office-2
3 & 4 DD Block, 5th Floor
Sector-I, Salt Lake
Kolkata – 700064 Phone no: 033-44559758/44559745
Fax no: 033-23345013
E-Mail: hocbs.calcutta@ucobank.co.in

The tender document may also be downloaded from the bank's website www.ucobank.com. The bidder downloading the tender document from the website is required to submit a non-refundable fee of Rs 20,000/- (Rupees Twenty Thousand Only) in the form of Demand Draft or Banker's Cheque in favor of UCO BANK, payable at Kolkata, at the time of submission of the technical bid, failing which the bid of the concerned bidder will be rejected.

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

4. EARNEST MONEY DEPOSIT

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

Particulars of Job to be undertaken	EMD
RFP for Supply, Installation and Management of 10,000 POS (Point of Sale) Machines for Merchant Acquiring Business	Rs.50,00,000/-

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

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

- a. If the bidder withdraws its bid during the period of bid validity (180 days from the date of opening of bid).
- b. If the bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or
- c. In case of the successful bidder, if the bidder fails:
 - To sign the contract in the form and manner to the satisfaction of UCO BANK
 - To furnish Performance Bank Guarantee in the form and manner to the satisfaction of UCO BANK within the stipulated time period.

5. CLARIFICATIONS ON AND AMENDMENTS TO RFP DOCUMENT

Prospective bidders may seek clarification on the RFP document by letter/e-mail till the date mentioned in the bid control sheet. Further, atleast 7 days' time prior to the last date for bid-submission, the Bank may, for any reason, whether at its own initiative or in response to clarification(s) sought from prospective bidders, modify

the RFP contents by amendment. Clarification /Amendment, if any, will be notified on Bank's website.

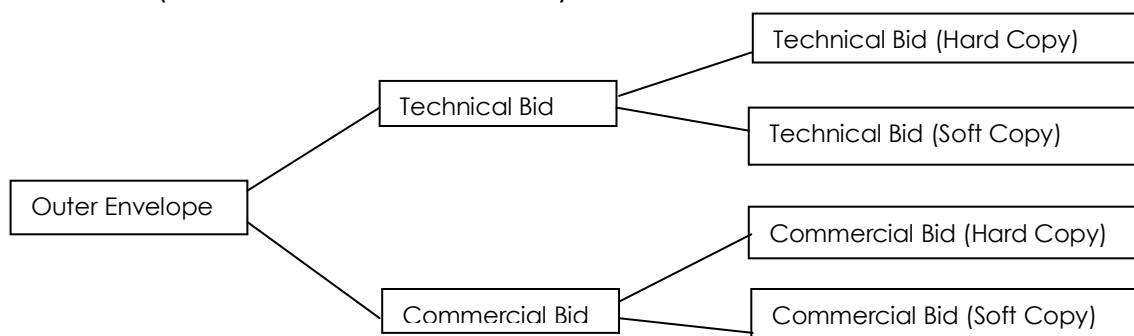
6. SUBMISSION OF OFFER – TWO BID SYSTEM

Separate Technical and Commercial Bids duly sealed and superscribed as "Technical bid" and "Commercial bid" respectively should be put in a single sealed outer cover duly sealed and super-scribed "RFP for Supply, Installation and Management of 10,000 POS (Point of Sale) Machines for Merchant Acquiring Business – (Main Copy)" as per bid details given in the RFP. Similarly Bidders shall also submit a copy of the total bid in a separate single sealed outer cover duly sealed and super-scribed "Bid for End To End Management for Supply, Installation and Management of 10,000 POS (Point of Sale) Machines for Merchant Acquiring Business – (Duplicate Copy)" as per the below mentioned diagram and as per bid details given in the RFP.

The bids (Main copy along with soft copy) shall be dropped/submitted at UCO Bank's address given in Bid Detail- Control Sheet Table, on or before the date specified therein. Any Bid received by the Bank after deadline for submission of Bids prescribed, will be rejected and returned unopened to the System Integrator or Bidder.

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

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



The Technical Offer should be complete in all respects and contain all information asked for in the exact format (Hard Copy) of technical specifications given in the RFP, **except prices**. The Technical Offer must not contain any price information. UCO BANK, at its sole discretion, may not evaluate a Technical Offer in case of non-submission or partial submission of technical details. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder.

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

Note:

- If the outer cover / envelop are not sealed & super-scribed as required, the Bank will assume no responsibility for bid's misplacement or premature opening.
- If any inner cover / envelop of a bid is found to contain both technical & commercial bids then that bid will be rejected summarily.

- If any outer envelope is found to contain only the technical bid or commercial bid, it will be treated as incomplete and that bid will be liable for rejection.
- If commercial bid is not submitted in a separate sealed envelope duly marked as mentioned above, this will constitute grounds for declaring the bid non-responsive.

7. ELIGIBILITY CRITERIA FOR THE BIDDER

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

Sl. No.	Criteria	(Proof of documents must be submitted)
1	Bidder must be a registered company under the Companies Act, 1956 and should be in Merchant Acquiring Business in India since three years as on RFP submission date.	Certificate of Incorporation & Commencement of Business (whichever applicable) should be submitted.
2	The bidder should host the solution in a PCI-DSS compliant data centre (either owned or in tie up arrangements with third party) as on date and should provide the details of such certifications as on date of bid submission.	Copy of the relevant certificate to be provided.
3	The bidder submitting the offer should have positive networth for the last two financial years i.e. 2012-2013 and 2013-2014.	Copy of the audited balance sheet of the company showing networth of the company for the consecutive last two years should be submitted.
4	The bidder should have a minimum annual turnover of Rs. 10 crores per year during last two financial years i.e. 2012-2013 and 2013-2014.	Copy of the audited balance sheet of the company showing turnover of the company for the consecutive last three years should be submitted.
5	Bidder should be preferably an Original Equipment Manufacturer (OEM). If not then the bidder should be an authorized representative / distributor of OEM in India or should have tied up arrangement with a manufacturer of POS terminals. The tie up arrangement must be at least prior to the date of submission of bid.	In case of authorized representative, a letter of authorization from original equipment manufacturer (OEM) must be submitted. For tie up arrangements, Details of the arrangement and an undertaking from the supplier of POS Terminal should be submitted.
6	The bidder should have experience of working with at least one scheduled commercial bank for atleast two years in India in PSTN/GPRS Terminal deployment. However the experience in deployment	Copy of relevant purchase orders or experience certificate from the related Bank to be submitted with the contact details of the person signing the

	of PC POS and MPOS is desirable but selected vendor would be required to deploy all types of POS Machines as per the requirement of the Bank in the ratio given in the RFP.	Purchase Order.
7	The bidder is required to set up service centres at stations where UCO Bank is having Zonal Offices/Circle Office offices (List of present Circle offices/ Zonal Offices is attached at ANNEXURE-XII. In addition to this, the bidder is required to set up service centres at those locations where number of Terminals installed is more than 200. If there is any addition of Circle Office/Zonal Office by the Bank in future, the bidder has to set up service centre there also.	List of the existing service centres to be enclosed. An undertaking on company's letter head to set up additional service centres at remaining required stations within six months of placing the order by the Bank. Another undertaking on company letter head to set up additional service centres for new Circle Offices/Zonal Offices to be opened, within six months from the date of opening of such Circle Offices by the Bank to be given.
8	The Bidder / Partner should have installed and be maintaining at least 5,000 POS terminals on Pan India basis. In case of partnership, it is mandatory that both bidder and their partner should be in POS business jointly for a minimum period of one year as on RFP issue date.	Copy of relevant purchase orders and Reference Letters from Banks to be submitted with the contact details of the person signing the Purchase Order / Reference Letter.
9	<p>The Bidder should have its own Switch, if not then the bidder should have tie up arrangement with Switch service provider operating in India, certified for credit & debit card acquiring business by VISA/ MasterCard/ Rupay. AMEX (if required by merchant/Bank)</p> <p>The bidder / Switch service provider should be a certified third party processor/ member service provider (TPP/MSP) for VISA/ MasterCard and NPCI with requisite experience.</p> <p>The bidder/Switch service provider should own/have requisite valid licenses to do the Merchant Acquiring Business. All the POS Terminals should be directly connected to the bidders switch for providing switch services for acquiring transactions</p>	Copy of valid POS Terminal certification issued by VISA / Master card / NPCI to be enclosed along with requisite documents in this regard to be submitted.
10	The bidder should have both DC and DR Centre fully audited and compliant to VISA/ MasterCard/ NPCI guide lines.	The Bidder has to submit the latest audit Certificate which should be of within last one year.

11	Merchant Management Software for POS terminals and Software Processing platform in house and the infrastructure should be in use for/by at least one Scheduled Commercial Bank in India for PoS business.	Declaration to this effect has to be submitted by the bidder. Letter from one public sector/commercial bank has to be Submitted
12	The Bidder/Switch service provider should have VAP / MIP / NFS connectivity in its data centre to provide the necessary connectivity to the Bank for routing VISA/Master Card/ NPCI transactions respectively.	Bidder has to provide related details
13	<p>Bidder should have experience of "Fraud and Risk" Management for POS Acquiring business with at least one scheduled commercial Bank. The following capabilities needs to be available as part of Risk and Fraud Management.</p> <ol style="list-style-type: none"> 1. Transactions monitoring in Real time/Near Real time through an automated rule mechanism. 2. Alert Management Team with 24*7*365 presence. 3. Expertise in identification of changes in market trends, merchant behaviour patterns. 4. Capability to hold the merchant payments in case of suspicion. 5. Expertise in creation of rules and implementing the same with minimum false positive ratios. 	Bidder should provide reference letter from the Bank where Fraud & Risk Management for POS acquiring business has been implemented.
14	Bidder should not have been debarred/black-listed by any Bank / Financial Institutions in India as on date of RFP submission. An undertaking to this effect must be submitted in their letter head.	Self-declaration to that effect should be submitted.

Note: - In this tender process, either the Indian agent on behalf of Principal OEM (Original Equipment Manufacturer) or Principal OEM itself can bid but both cannot bid simultaneously. If an agent submits bid on behalf of the Principal OEM, the same agent shall not submit a bid on behalf of another Principal OEM in the same tender for the same item or product. Moreover, No bidder solely or jointly shall submit more than one bid for the project, if any bid found submitted singly or jointly more than once, Bank may reject any of such bids.

8. BROAD SCOPE OF THE WORK

The Bank desires to invite the bid proposal from the vendors having experience and competencies in Supply, Installation and Management of 10,000 Point of Sale (POS) Machines for Merchant Acquiring Business of the Bank that will include marketing, acquiring new clients and other associated services on fixed monthly rental basis along with monthly transaction incentive. The selected bidder needs to set up, manage, maintain and operate Merchant Acquiring Business as per scope of work given in here below in this RFP:

The selected bidder shall:-

- 8.1 The selected bidder will be responsible to arrange for the Acquirer Bin with Visa, MasterCard and NPCI for the Bank's POS acquiring business. Bank may also ask the selected vendor to arrange BIN for AMEX within the contract period, if required.
- 8.2 The selected bidder will deploy the POS Terminals (PSTN, GPRS, PC PoS and MPoS) at Merchant Locations across the country for acceptance of all types of cards, issued in association with VISA, MasterCard & NPCI (also AMEX, if desired by the bank) by the Bidder and routing the transactions to their Switch and then to the appropriate interchange switch viz., VISA or MasterCard or NPCI or (AMEX if desired by Bank). The bidder has to deploy the POS Terminals at his own cost and maintain them across the country and also offer services including provision, deployment, installation of the POS terminals, terminal driving, switching, merchant help desk, consumables, marketing, sourcing and enrolment / on-boarding of Merchants, field services, transaction settlement, reconciliation of POS Transactions, handling chargeback issues etc.
- 8.3 The POS terminals being deployed and related infrastructure must
 - 8.3.1 Be Fully EMV compliant (as per latest revisions)
 - 8.3.2 Be in the approved terminal list of the EMV Companies.
 - 8.3.3 Be Chip-compliant and capable of PIN acceptance for chip cards.
 - 8.3.4 POS Terminals must have the facility of LCD screen to display the amount of Transaction.
 - 8.3.5 Have unique double length Terminal Master Key.
 - 8.3.6 Be TLE (Terminal Level Encryption) & UKPT (Unique Key Per Terminal)/DUKPT (Derived Unique Key Per Transaction Compliant).
 - 8.3.7 POS Terminals, Infrastructure and service provider should be PCI-DSS compliant as per latest compliance standard released by PCI Council as on RFP submission date.
 - 8.3.8 Card payment application / infrastructure used must be PA-DSS Compliant.
 - 8.3.9 Be fully compliant to Govt of India/RBI/IBA/NPCI/Master Card and VISA directives and upgradable to all future directives of Govt of India/RBI/IBA/NPCI/Master Card and VISA at no extra cost to the Bank during entire contract period.

8.3.10 The POS terminals for fuel merchants should be PESO (Petroleum and Explosives Safety Organisation) certified/compliant. A latest certificate to be enclosed in this regard.

8.3.11 The service provider should be able to deploy NFC (Near Field Communications) terminals consequently its systems should be compatible to process the transactions through NFC cards in near future as per RBI guidelines.

8.4 The Bidder should have expertise in all aspects relating to Merchant POS Acquiring business by deploying latest version of EMV Compliant POS Terminals, capable of reading Chip Card and PIN@POS enabled, at their own cost at various Merchant locations across the country and maintain the same.

8.5 The vendor should have the adequate resources for smooth functioning of merchant acquiring business and ensure handling the following:

8.5.1 Merchant Data Entry

8.5.2 Reconciliation on daily basis.

8.5.3 Settlement

8.5.4 Dispute/Chargeback

8.5.5 MIS reports

8.5.6 Statements to branches/merchants as per requirement.

8.5.7 Any issues raised by bank/merchants.

8.6 The bidder should also have the capability to provide the above services for AMEX. The bidder should also have the capability to provide DCC (Dynamic Currency Converter) facility.

8.7 Entire activities should be managed/provided by the bidder and following activities should invariably be handled and provided by the bidder/s company only:

a. Authorization of the transactions.

b. Processing

c. Settlement

d. Reconciliation

e. Installation of terminals

The resources must be technically knowledgeable about the process flow, well trained and must have experience in handling similar activity. The Bidder has to ensure that the POS Terminals and core applications will be supported till the validity of the contract /or replace / upgrade the same on its own cost without any additional cost to the merchant or Bank.

8.8 POS Terminal receipt should be generated in Bilingual (Hindi and English).

8.9 Bidder may change POS terminal of any other leading industry make / model during the contract period with the prior approval of the Bank. However, approval of change in terminal would at the discretion of the Bank. It will be responsibility of the

Bidder to ensure that new proposed POS terminals meets all technical and functional specifications set out in the RFP.

8.10 In case Bidder intends to provide POS services from a data centre in tie up arrangement with third party, Bidder to ensure that the POS solution / services are hosted in PCIDSS complaint Data Centre and selected vendor would be responsible in all respect as far as Data Centre activities are concerned during the entire contract period.

8.11 Before finalizing the service provider, technically shortlisted vendors would be required to demonstrate a proof-of-concept (POC)

Note: Bidders may note that technically short-listed bidders have to demonstrate a proof-of-concept (POC) before opening of the commercial bids and finalization of the service provider. Commercial Bids will be opened only for the bidders who will successfully demonstrate the proof-of-concept (POC). Any decision of the Bank in this regard will be final and binding upon the bidders.

It is clarified that during POC will happen before opening commercials, bidders would be required to demonstrate the functioning of POS machines in test environment for a minimum period of 4-5 days.

9. ROLES & RESPONSIBILITIES

APPENDIX-A		
S.No.	Activity	Responsibility
1	Procurement of terminals (PSTN,GPRS,MPOS & PC POS)	Vendor
2	Identification of Merchants, signup. It is the responsibility of the bidder to identify & select the merchant. However, Bank will assist the vendor by providing leads & referrals of the Merchants through Branch network.	Bank & Vendor
3	Prepare a risk profile of the merchant, performing TRACE/ NMAS/ MATCH etc.	Vendor
4	Scrutinizing and Approval	Scrutiny by Vendor and approval by Bank
5	Merchant master data entry along with merchant commission in the vendor portal	Vendor
6	Installation and testing of the terminal against all types of transactions at merchant place/establishments.	Vendor
7	Merchant End User Training	Vendor
8	Advertisement & Marketing. The advertisement, Branding & marketing of the POS Business will be done by Bank and vendor jointly.	Vendor / Bank
9	Transaction routing and completion of transaction	Vendor
10	Generation of batches at the agreed time on daily basis for all the merchants	Vendor
11	Setting of Risk parameters	Vendor
12	High risk merchants monitoring, verifications as required by bank and reports to bank	Vendor

13	Hold or release the merchant payment through vendor portal	Vendor
14	Merchant payment report to bank as per banks requirement	Vendor
15	Facility to download merchant payment file as per CBS format from vendor portal	Vendor
16	Facility to download On us transactions Batch/incoming file for both credit and debit	Vendor
17	Validate the reports and confirmation for merchant payment along with detailed reports	Vendor
18	Merchant payment	Vendor
19	Generation of Daily, Monthly Statements to merchants and adhoc statements requested by merchant/bank	Vendor
20	Risk letters generation through vendor portal to branches/ merchants	Vendor
21	Dispatch of all hard copy statements- risk, monthly/daily or adhoc	Vendor
22	Daily out going file staging to claim the amount	Vendor
23	Incoming file download and settlement	Vendor
24	Downloadable settlement files in CBS format	Vendor
25	Settlement file upload	Vendor
26	Reconciliation of transactions	Vendor
27	Daily tally of BANK GL against the vendor virtual GL	Vendor
28	Representment and dispute management	Vendor
29	Monthly charges collection file in CBS format based on set parameters in vendors portal	Vendor
30	Monthly charges file upload in CBS	Vendor
31	Review and follow up with merchants/Branches	Vendor
32	Merchant complaints, grievance redressal	Vendor
33	Following online facility for merchants: <ul style="list-style-type: none"> • Profile view • Merchant statement for 1 year downloadable in PDF/Excel. • Facility to upload document proofs in case of any representment /disputes • Contact details including e-Mail id update 	Vendor
34	Further Online facility for bank <ul style="list-style-type: none"> • To view merchants data • Modify merchant data • Authorization of merchants data entered • Commission modification • Setup parameters for collecting merchant charges based on the business • Account number update • Transactions view of the merchants – Merchant wise/ Period wise etc • MIS reports • Customizable reports based on the bank requirement, from time to time • To view detailed summary of day payment 	Vendor

	<ul style="list-style-type: none"> • View to settlement • Bin based report • Profit /loss reports • Risk reports • Report on the basis of Merchant/Transaction wise. • Test reports after terminal installation • GL tally report • Unclaimed and unsettled amounts- details with reason • All reports should be able to drill down to the transaction • Upload facility for uploading merchant documents • Lodging of complaint • Tracking of complaints • Number of complains and status at any point of time • Reports as required by bank from time to time 	
35	Daily backup of master merchant data, transactions , disputes, reconciliation, settlement data, etc. has to be provided to bank in the bank specified format	Vendor
36	Vendor has to provide real time monitoring tool for viewing terminals along with their status like installed, active, inactive, technical issues, non-transacting, etc.	Vendor
37	Upgrade as per Bank's timelines / maintenance of POS Terminals during the entire contract period. Compliance of Govt of India/RBI/IBA/NPCI/Master Card and VISA directives from time to time at no additional cost to Bank.	Vendor
38	The selected vendor needs to provide acquiring BINs from Visa, MasterCard, and NPCI for Bank's POS acquiring business. Bank may also ask to provide AMEX BIN, if required anytime during the contract period.	Vendor
39	Risk involved (Fraud and Chargeback related)	Vendor

In addition to the above responsibilities mentioned below mentioned are additional responsibilities to be complied with.

a) Responsibilities of the Bank

Bank in coordination with the selected bidder will identify the Merchants for signup.

b) Responsibilities of Bidder

1. The arrangements for providing the acquiring BINs from Visa, MasterCard, and NPCI will be done by the bidder. If required, Bank may also ask the selected vendor to provide AMEX BIN during the contract period.
2. Bidder is required to bear Fraud and Risk liability and provide effective Fraud and Risk Management Services addressing of chargeback, if any arises will be the responsibility of the bidder and all other issues like collection of charge slips, making representation etc shall also be managed by the bidder. It is clarified

that bidder will be solely responsible if fraud occurs due to Bidders system / Machine /Terminal failure / shortcomings or by involvement of their personnel.

3. Acquirer Bin Certification process has to be arranged by bidder.
4. The yearly cost towards the registration, renewal, Visa, MasterCard and NPCI and Online Fee, Maintenance, Monitoring, Settlement, Transaction security programme, Certification fee with the switch will be borne by the bidder.
5. Certification of acquiring host and financial switch by MasterCard, Visa and NPCI.
6. Arrangement of Network Access Connectors (NACs)
7. VAP/MIP/NFS hosting, handling and periodical up-gradation as per guidelines of MasterCard/Visa/NPCI and ensuring meticulous compliance of the prescribed rules from time to time.
8. Procurement, Installation, Activation, Service & Maintenance and Marketing of POS terminals of various types like GPRS, PSTN, MPOS, PC POS as per bank's requirement. Storage, repairs, replacement and maintenance of the terminals.
9. Periodical certification of the hardware, software and application of POS terminals as is considered necessary.
10. All merchants enrolled / on-boarded must be installed with new machines only.
11. To ensure that the merchant is able to submit the daily transactions/ bills online available with them for settlement.
12. Supply of necessary consumables to merchants for day to day operations as requested by merchants from time to time without any additional cost to Bank or merchant.
13. Service Provider must have network monitoring facility and ensure connectivity of POS machines to ensure its desired uptime by regular monitoring and maintenance.
14. Conduct merchant training on on-going basis.
15. All the POS terminals must comply with all the standards specified by RBI/VISA/MasterCard/NPCI etc. like EMV, UKPT/ DUKPT, TLE, PIN@POS etc. from time to time without any additional cost to bank.
16. Merchant Management Software (MMS) and Terminal Application Software are to be provided and customized/maintained/managed by the service provider as per Bank's requirement. Periodical updates and customizations are to be done by the service provider without any additional charges to the bank.
17. Hosting of Merchant Management Software and hardware in a secured environment and in compliance with the standards specified by RBI/VISA/MasterCard/NPCI etc.
18. All the applications provided should be PA-DSS certified.
19. Service provider must be PCI-DSS compliant.
20. Undertake dispute management, grievance redressal etc.

21. Daily and periodic MIS reports for Fraud monitoring, transaction velocity and activity reports, negative balance reports as required by the Bank to be sent to Bank branch managers and others as may be specified.
22. The Service Provider must have a Merchant Helpdesk 24x7x365 for attending to the queries of the merchants & settlement & payment related queries. Service Provider should have the merchant helpdesk for attending the queries of the merchants for transactions happen between 8AM-11PM. Between 11PM to 8 AM, the calls to be managed through automated voice response system" The service provider should provide the merchants with web portal where they can login and view their details, payment status, download statements, lodge and track complaints and upload documentary proofs or service provider will send the account statement on daily basis and any further specific queries of merchants would be answered through help desk.
23. Tracking performance of each terminal, follow up and feedback.
24. Back-end transaction processing viz., capturing of transaction from POS terminals, routing it to issuer through VAP/MIP/NPCI/bilateral interface etc., obtaining response from issuer and transmitting back the response to the merchant. Bidders to have their own separate connectivity arrangement with VISA, Master Card and NPCI for settlement and interchanges etc.
25. Maintaining record of all successful and unsuccessful transactions logs in a secured environment.
26. The service provider should have the capability to support Dynamic Currency Conversion.
27. The settlement between Bank and Visa/MasterCard/NPCI /bilateral will be done directly with the respective agencies through accounts of Bank. The service provider will, however, be responsible for reconciliation and related activities.
28. Processing settlement files from MasterCard/Visa/NPCI etc. with the transaction record and service charges applicable with respective entity.
29. Reconciliation of all settlements including charge-backs, re-presentments, pre-arbitrations and arbitrations etc. as per laid down rules by MasterCard/Visa/NPCI etc for this purpose.
30. Service provider shall be responsible for conducting activities like charge back management, re presentment, retrieval, file uploads and download.
31. Bidder must ensure that card present transactions are strictly in line with guide lines of RBI/ MOF/ IBA/ NPCI/ MasterCard/ VISA.
32. If at a later date, the POS terminals are available with separate PIN pad to facilitate PIN entry by the Cardholder; such additions shall be made in all the terminals deployed by the bidder.
33. For any significant changes like Aadhaar based authentication / Biometric or due to RBI/GOI directives resulting in hardware related change, Bank will discuss the same with the selected vendor and finalize mutually. However, any other changes needed to comply with the RBI/GOI directives will be responsibility of the selected vendor at no additional cost to Bank during the entire contract period.
34. Customer service, dispute management, grievance redressal and escalation.

35. Testing and implementation of the system.
36. Arranging User Acceptance Testing and Acknowledgement from Merchant thereof.
37. Providing daily Merchant wise report to Bank to enable them to afford credit to the respective merchants as per agreed terms.
38. Providing other periodical MIS report such as daily, weekly, fortnightly, monthly, quarterly, half yearly and yearly report to Bank on the prescribed format as required by the bank from time to time.
39. Online view to the merchants with day to day MIS report for a period of last one year with upload/download facility for files (Settlement purpose).
40. Online view to branches/zonal offices with dashboard pertaining to the zone/branch.
41. Daily reporting to the Bank on system performance with reasons wherever deficiency has been observed.
42. Providing periodical MIS, exception reports, suspicious transactions to the Bank.
43. Timely escalation to the Bank on exceptions.
44. Filtering the transactions through risk analysis and fraud monitoring tools in online and off line environment.
45. The service provider is expected to bring in the necessary expertise both in terms of technology and processing capabilities for the successful operations of the business.
46. On daily basis vendor must provide GL reconciliation statement and it must tally with bank GL.
47. The terminals must not store data and must be in compliance with all card acquirer standards.
48. The POS terminals deployed by the bidder should be capable of providing value added services through the terminals e.g. Mobile Recharge, Bill Payment, e-Ticketing, Cash @POS, etc, as & when required at no additional cost to the Bank.
49. The selected vendor will be required to sign an Integrity Pact (IP) with the Bank as per recent CVC guidelines for which format would be shared on a later date with the selected vendor.

10. SCHEDULE OF REQUIREMENT

Bank intends to avail services of bidder/s for Supply, Installation and Maintenance of 10,000 POS (Point of Sale) Machines for Merchant Acquiring Business on Monthly Rental Model along with monthly incentive as detailed here under;

- 10.1 Monthly rent per terminal installed, to be paid to successful bidder, shall Comprise of the following:
 - a. Rent of POS terminals installed at Merchant location
 - b. Monthly cost of other services, which shall include all costs like maintenance of the terminal, supply of required stationary etc. to be provided by bidder as per scope of RFP.

- 10.2 Bidder is expected to source the merchants from Market at its own and as well as on the basis of the leads provided by the Bank.
- 10.3 Bidder must have their own switch fully certified by concerned agencies for routing of transactions. Bidders have to provide end to end solution to Bank as per "Scope of Work".
- 10.4 All cost, including Bin Charges to VISA/Master card/NPCI and its certification charges by what so ever name it is called, shall be borne by the bidder.
- 10.5 All the certification charges of their switch & POS Terminals need to be borne by the bidder.
- 10.6 Bidder is required to bear Fraud & Risk Liability and provide effective Fraud & Risk management services. Addressing of charge backs if any arises, will be to the account of the bidder and all other issues like collection of charge slips, making representation etc shall also be managed by the bidder.
- 10.7 Service Provider, at the sole discretion of the Bank, may be asked to provide services pan India, including rural and semi urban areas.
- 10.8 Bidders have to quote rates in commercial bid as per ANNEXURE - VI. Service Provider shall be selected on the basis of rentals quoted for POS terminals.

11. PAYMENT TERMS

- 11.1 Payment terms shall be on Monthly basis, based on invoices provided by the bidders to the Bank for the POS terminals deployed by the Bidder at Merchant locations.
- 11.2 Effective date for calculation of rent shall be the date of operationalisation of POS terminals.
- 11.3 Invoices submitted by the bidder must accompany terminal wise downtime report. Payment will be released on receipt of Invoice, installation report and other MIS as mutually agreed, after delivery of all the necessary Services to the Bank e.g. installation of POS terminals on merchant location, imparting adequate training to merchants/merchants representative, supply of paper rolls and consumables etc. by the Service Provider/respondent.
- 11.4 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.
- 11.5 The payments will be released only through NEFT / RGTS and the Selected Bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc.

12. PAYING AUTHORITY

The payment will be released from the Bank's Head Office on submission of the following documents:

- Invoice in Triplicate

- Installation, acceptance & Operational Report of POS Terminals duly signed by the Merchant.
- Downtime Report of POS Terminals.

13. PRICE

- 13.1 Prices payable to the bidder as quoted by the bidder in the price bid shall be fixed and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges, etc. It is clarified that applicable taxes will be paid at actual at time of resultant billing. However, Bidder is required to quote applicable taxes as on bid response date, if any in the commercial format.
- 13.2 Prices quoted by the bidder in the price bid shall be valid during the entire contract period.
- 13.3 The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. sales tax, excise duty, custom duty, etc. or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.
- 13.4 Revenue will be shared with the L1 Bidder as per the table given below based on the no. of transactions per machine.

Revenue Sharing with the L1 Bidder

The selected vendor will be required to pass on the total revenue / commission earned from the POS Business to Bank same day of settlement.

Bank will share the net commission earned through POS Business with the selected vendor on monthly basis, after adjustment of amount payable to selected vendor in the ratio of 60% (Bank) and 40% (Vendor). However, if there is no net commission earned by the Bank after adjustments of payable amount to vendor, no amount would be shared by the Bank.

14. PERFORMANCE GUARANTEE

The Bank will require the selected bidder to provide a Performance Bank Guarantee, within 15 days from the date of acceptance of the order or signing of the contract whichever is earlier, for a value equivalent to 10% of the total cost of ownership. The Performance Guarantee should be valid for a period of 39 (36Months +3 Months Claim Period) months. The Performance Guarantee shall be kept valid till completion of the project and contract period. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. In case the selected bidder fails to submit performance guarantee within the time stipulated, the bank at its discretion may cancel the order placed on the selected bidder without giving any notice. Bank shall invoke the performance guarantee in case the selected Bidder fails to discharge their contractual obligations during the period or Bank incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.

15. ERASURES OR ALTERATIONS

The Bid should contain no alterations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections should be duly stamped and initialed / authenticated by the person/(s) signing the Bid. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidders risk and may result in rejection of the bid.

16. LANGUAGE OF BID

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

17. BID OPENING AND EVALUATION CRITERIA

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

TECHNICAL & FUNCTIONAL EVALUATION

- a) The proposals will be evaluated in two stages. In the first stage, i.e. Technical & Functional Evaluation as mentioned in ANNEXURE – II and ANNEXURE-III, the bidders will be shortlisted, based on bidder's responses. In the second stage, the commercial bids would be evaluated.
- b) The Bank will evaluate the technical response to the RFP of bidder who are found eligible as per the eligibility criteria mentioned in the RFP. There will be no scoring involved in the eligibility evaluation of the bidders.
- c) During the period of evaluation, bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter / fax / e-mail seeking clarification / explanation.
- d) Technical bid evaluation methodology that UCO Bank would adopt is given below:

The Product offered should meet all the technical and functional specifications. **Non-compliance to any of the Technical and Functional specification may attract rejection of the proposal.**

Response except 'Y' or 'N' is not acceptable. If any bidder provides response other than Y' or 'N' the same will be treated as Not Available i.e. N.

COMMERCIAL EVALUATION

Commercial Bids of bidders, who qualified in the technical evaluation stage, will be considered for participation in commercial Bidding. After opening Commercial Offers of the short-listed Bidders, if any discrepancy is noticed between words and figures, the amount indicated in words shall prevail. Detailed Criteria for evaluation of Commercial Bid is furnished in ANNEXURE VI. Bank will finalize the L-1 vendor based on the TCO quoted by the bidder Annexure – VI.

18. CLARIFICATION OF OFFERS

To assist in the scrutiny, evaluation and comparison of offers / bids, UCO BANK may, at its sole discretion, ask some or all bidders for clarification of their offer / bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of UCO BANK in this regard shall be final, conclusive and binding on the bidder.

19. SELECTION PROCESS

Technically qualified bidder with the lowest quote based on TCO as quoted in Annexure-VI, will be considered as the L1 bidder.

20. CONTRACT PERIOD

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

21. ORDER CANCELLATION (TERMINATION)

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

- a) The selected bidder commits a breach of any of the terms and conditions of the bid.
- b) The bidder goes into liquidation, voluntarily or otherwise.
- c) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- d) If the selected bidder fails to complete the assignment as per the time lines prescribed in the RFP and the extension if any allowed, it will be a breach of contract. The Bank reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.
- e) If deductions of account of liquidated damages exceeds more than 10% of the total contract price.
- f) In case the selected bidder fails to deliver the quantity as stipulated in the delivery schedule, UCO BANK reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the selected bidder.
- g) After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, UCO BANK reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which UCO BANK may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.

- h) UCO BANK reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking the bank guarantee under this contract.

22. CONSEQUENCES OF TERMINATION

- a. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], UCO BANK shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the selected Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.
- b. In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by UCO BANK, the Vendor herein shall be obliged to provide all such assistance to the next successor Bidder or any other person as may be required and as UCO BANK may specify including training, where the successor(s) is a representative/personnel of UCO BANK to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.
- c. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

23. LIQUIDATED DAMAGES

Notwithstanding UCO Bank's right to cancel the order, liquidated damages for late delivery at 1% (One percent) of the undelivered portion of the order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the value of the order value.

Liquidated damages for late commissioning at 1% (One percent) of the order value per week will be charged for every week's delay in commissioning to a maximum of 10% of the value of the order value.

Please note that the above LD for delay in delivery and delay in commissioning are independent of each other and shall be levied as the case may be.

UCO BANK reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by UCO BANK to the bidder. Liquidated damages will be calculated on per week basis.

24. ACCEPTANCE TESTS

The selected bidder in presence of the Merchant Owner will conduct acceptance test of POS Terminals at the site. The test will involve installation and commissioning and successful operation of the POS Terminals. No additional charges shall be payable by the Bank for carrying out these acceptance tests. The selected bidder

in presence of the Merchant Owner will conduct acceptance test of POS Terminals at the site. The test will involve installation and commissioning and successful operation of the POS Terminals.

25. UPTIME

The bidder shall guarantee an uptime of 99.95% for the POS Terminals which shall be calculated on Monthly basis. The 'Uptime' is equal to total contracted hours in a quarter less Downtime. The 'Downtime' is the time between the time of report by the Bank and time of restoration of service within the contracted hours. 'Restoration' is the condition when the selected bidder demonstrates that the solution is in working order and the Bank acknowledges the same. For SLA purpose a quarter will be treated as 90 days. If the bidder fails to maintain guaranteed uptime on quarterly basis, Bank shall impose penalty. If the uptime is below 98% the Bank shall have full right to terminate the contract under this RFP.

26. PENALTY

26.1 The Selected bidder has to install POS/EDC terminal within 2 days in case of Metro/Urban areas, 5 days in case of semi-urban areas and 7 days in case of rural areas after getting installation approval from the Bank.

The turnaround time for installation & repair/ rectification of POS(EDC) Terminals is as follows:

Area	Turn Around Time for installation of PoS/ EDC terminal after approval from the Bank.	Turn Around Time for repair of PoS/EDC terminal after lodging complaint by the merchant
Metro and Urban	2 days	24 hours
Semi-Urban	5 days	48 hours
Rural	7 days	72 hours

26.2 The Selected bidder shall be charged penalty for not adhering to the time schedule of delivery/installation/make terminal operational at the rate of Rs. 100/- per week per POS/EDC terminal, subject to a cap of 10% of the value of terminals or Rs.1000/- per terminal whichever is higher.

26.3 Penalties at the rate of Rs 100 per week per POS/EDC will be levied on selected bidder in case the POS/EDC is down for more than 24 hours in metro and urban areas, more than 48 hours in a semi-urban and 72 hours rural area. These penalties will be applicable if terminal is not working because of any reason attributable to the service provider / bidder which could, inter-alia, include malfunctioning of the POS/EDC machine, non-availability of consumables, non- operation of Server of the service provider, or due to deficiency or non-availability of services as stated in the scope of work. The Service Provider may provide temporary equivalent replacement as a workable solution to avoid the above penalty.

26.4 Though the expected uptime level is 100 %, the minimum acceptable level of system uptime is 98% in Metro and urban centres and 96% in other centres to

be computed on a monthly basis subject to verification by the Bank or through its authorized representative. Penalty for each percentage point lower than the acceptable uptime would attract a penalty of 0.5% of the billing amount for the month.

- 26.5 In case of loss to the Bank due to delay in uploading settlement files to respective network beyond cut-off time, the service provider has to compensate the Bank for the losses at 2% above banks prevailing Base Rate of lending.
- 26.6 For purpose of calculating penalty, uptime is calculated as under:
$$\text{Uptime (\%)} = \frac{(\text{Sum of total hours during month} - \text{Sum of downtime hours during month}) \times 100}{\text{Sum of total hours during the month}}$$
- 26.7 The Selected bidder shall ensure that the meantime between failures (including any malfunctioning, breakdown or fault) in the equipment/POS Terminal or any part thereof, as calculated during any and every quarter (period of three consecutive months) is not less than 90 days.
- 26.8 Preventive maintenance: the Selected bidder shall conduct Preventive Maintenance {including but not limited to Merchant Training (wherever needed) inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the equipment, and necessary repair of the equipment} once within first 15 days of the installation and thereafter once in a month during the currency of this agreement on a day and time to be suitable to the Merchant.
- 26.9 Apart from the penalty clauses given herein above, in case POS/EDC remains out of order upto 10 days, no rental charges for that particular POS/EDC will be deducted and in case POS/EDC remains out of order for more than 10 days, rent for that particular POS/EDC machine will be deducted for full month. In such event, the Service Provider if credited without deducting the rental charges for that month, the Bank can deduct the same from future payments payable or the Service Provider shall refund the amount forthwith to Bank on demand by the Bank.

27. DISPUTE RESOLUTION MECHANISM

The selected Bidder and the Bank shall endeavor their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

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

In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any

statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

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

The selected Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

28. JURISDICTION

The jurisdiction of the courts shall be Kolkata.

29. NOTICES

Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

30. AUTHORIZED SIGNATORY

The selected bidder shall indicate the authorized signatories who can discuss and correspond with UCO BANK, with regard to the obligations under the contract. The selected bidder shall submit at the time of signing the contract a certified copy of the resolution of their board, authenticated by the company secretary, authorizing an official or officials of the bidder to discuss, sign agreements/contracts with UCO BANK, raise invoice and accept payments and also to correspond. The bidder shall provide proof of signature identification for the above purposes as required by UCO BANK.

31. CANCELLATION OF TENDER PROCESS

UCO Bank reserves the right to cancel the tender process partly or fully at its sole discretion at any stage without assigning any reason to any of the participating bidders.

32. PUBLICITY

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

33. FORCE MAJEURE

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

1. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics
2. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
3. Terrorist attack, public unrest in work area

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

34. CONFIDENTIALITY

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

- To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by UCO BANK;
- To only make copies as specifically authorized by the prior written consent of UCO Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;
- To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause and to treat all Information as Confidential Information.
- Conflict of interest: The selected Bidder shall disclose to UCO BANK in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for

the Vendor or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

35. NON-TRANSFERABLE OFFER

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

36. PERIOD OF VALIDITY OF BID

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

37. ADDRESS OF COMMUNICATION

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

38. PRELIMINARY SCRUTINY

UCO BANK will scrutinize the offers / bids to determine whether they are complete, whether any errors have been made in the offer / bid, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule.

UCO BANK may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer / bid. This shall be final, conclusive and binding on all bidders and UCO BANK reserves the right for such waivers.

39. NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER / BID

UCO BANK shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. UCO BANK has the right to re-issue tender/bid. UCO BANK reserves the right to make any changes in the terms and conditions of purchase that will be informed to all bidders. UCO BANK will not be obliged to meet and have discussions with any bidder, and/or to listen to any representations once their offer/bid is rejected. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder.

40. FORMAT FOR TECHNICAL OFFER / TECHNICAL BID

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

- i. Index

- ii. Covering letter (Annexure – I)
- iii. Undertaking to be submitted by authorized signatory in Bidder's letter head stating that the user requirements as per scope of work mentioned in RFP is clearly understood by the bidder. Letter for acceptance and compliance of all the Terms and Conditions of RFP.
- iv. Technical & Functional Offer with Specifications (ANNEXURE – II & ANNEXURE III)
- v. General Details of the bidder(ANNEXURE – IV)
- vi. Copy of Manufacturer's Authorization letter (if applicable) (ANNEXURE –V)
- vii. Letter confirming bid is signed by authorized signatory.
- viii. Valid Bank Draft / Bank Guarantee as EMD.
- ix. Valid Bank Draft as Bid price if tender document is downloaded from Bank's website.
- x. Bidder's Financial Details (audited balance sheets etc.) and other supporting documents, as stipulated in the RFP.
- xi. Copy of this RFP duly signed by the authorized signatory.

All Claims made by the bidder will have to be backed by documentary evidence.

41. FORMAT FOR COMMERCIAL OFFER

The commercial offer should be quoted in Indian Rupees as per the format given in ANNEXURE –VI. The short listed bidder has to keep the finalized price valid for entire contract period from the date of the purchase order. There should not be any escalation in price due to fluctuation in foreign currency or change in duty structure or for any other reasons. However, impact of fall in prices, taxes, duties would be passed on to the Bank suo moto.

42. SIGNING OF THE BID

The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by the duly authorized officers and supported by internal corporate authorizations.

43. COSTS OF PREPARATION & SUBMISSION OF BID

The bidder shall bear all costs for the preparation and submission of the bid. UCO BANK shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.

44. CONFIDENTIALITY OF THE BID DOCUMENT

The bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and confidential.

45. RIGHT TO ALTER QUANTITIES

The Bank reserves the right to alter the quantities for number of POS Terminals (all variants) specified in the tender in the event of changes in plans of the Bank. Any decision of UCO BANK in this regard shall be final, conclusive and binding on the

bidder. The bank reserves the right to place order for additional POS Terminals (all variants) at the agreed price during the contract period with the same terms and conditions.

46. OWNERSHIP AND RETENTION OF DOCUMENTS

46.1 UCO BANK shall own the documents, prepared by or for the selected bidder arising out of or in connection with the Contract.

46.2 Forthwith upon expiry or earlier termination of the Contract and at any other time on demand by UCO BANK, the Vendor shall deliver to UCO BANK all documents provided by or originating from UCO BANK/ Purchaser and all documents produced by or from or for the Vendor in the course of performing the Service(s), unless otherwise directed in writing by UCO BANK at no additional cost.

46.3 The selected bidder shall not, without the prior written consent of UCO BANK/ Purchaser store, copy, distribute or retain any such Documents.

46.4 The selected bidder shall preserve all documents provided by or originating from UCO BANK/ Purchaser and all documents produced by or from or for the Vendor in the course of performing the Service(s) in accordance with the legal, statutory, regulatory obligations of UCO BANK/Purchaser in this regard.

Encl: ANNEXURES I, II, III, IV, V, VI, VII, VIII, IX, X, XI and XII.

(Tender Offer Forwarding Letter)

Tender Reference No.: _____

Date: XX. XX. 2015

The Deputy General Manager (IT, BPR & BTD)
UCO Bank,
Department of Information Technology (DIT),
Head Office - II, 5th Floor, 3 & 4 DD Block,
Sector -1, Salt Lake City, Kolkata -700064

Dear Sir,

Sub: Your RFP for “End To End Management for Supply, Installation and Management of 10,000 POS (Point Of Sale) Machines for Merchant Acquiring Business”
RFP Ref. No. UCO/DIT/473/2015-16 Dated 19/06/2015

With reference to the above RFP, having examined and understood the instructions including all annexure, terms and conditions forming part of the Bid, we hereby enclose our offer for End To End Management for Supply, Installation and Management of 10,000 POS (Point Of Sale) Machines for Merchant Acquiring Business mentioned in the RFP document forming Technical as well as Commercial Bids being parts of the above referred Bid.

In the event of acceptance of our Technical as well as Commercial Bids by the bank we undertake to *Supply* of as per your purchase orders.

In the event of our selection by the bank for End To End Management for Supply, Installation and Management of 10,000 POS (Point Of Sale) Machines for Merchant Acquiring Business, we will submit a Performance Guarantee for a sum equivalent to 10% of the project cost for a period of 5 (Five) years and 3 (Three) months effective from the month of execution of the Agreement in favor of UCO Bank.

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

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

We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive.

We enclose the following Demand Drafts:

1. DD No. dated for ` XXXXXX/- (Rupees XXXXXXXXX only) as Cost of RFP Document &
2. BG No. xxxxxx dated _____ as EMD .

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

Dated this ___ day of _____ 2015

Signature: _____

(In the Capacity of) _____

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

TECHNICAL SPECIFICATION

#	Models of POS offered	Specification Offered	Compliance (Yes/No)
1	PSTN POS with magstripe reader and contactless smart card reader with pin pad and DKUPT application		
2	GPRS POS with mag stripe reader and contactless smart card reader with pin pad and DKUPT application		
3	Mobile POS with mag stripe reader and contactless smart card reader with pin pad and DKUPT application		
4	PC POS with mag stripe reader and contactless smart card reader with pin pad and DKUPT application		
5	Mobile POS /Mobile Tablet using NFC / Digital Signature		
6	Other Technologies (Pls specify)		
7	Display-LCD Panel for Amount Verification and Pin Entry		

Compliances and Certifications completed as on date

#	Details	Date of Compliance	Compliance (Yes/No)
1	EMV Certification: The POS terminal is EMV compliant (minimum standard is EMV 4.0). The bidder will have to be an EMV Co approved Service Provider.		
2	MasterCard, Visa, NPCI, RBI-compliances, as per latest compliance revisions.		
3	Approvals and listed in terminal list of the EMVCo/Visa & MasterCard/NPCI		
4	Chip and PIN (online/Offline) Compliance		
5	Certifications for biometric Chip Card acceptance		
6	Certifications for unique double length Terminal Master Key system		
7	Unique Key per Terminal (UKPT) or Derived Unique Key per Transaction (DUKPT) application and completed certification.		
8	Terminal Line Encryption (TLE) application certification		
9	PCI Approval: The POS terminal meets the latest PCI mandates for PCIDSS, PADSS, PCIPADSS, PCIPTS and PCIPED e.g. PCI3.0&PCIPTS3.1		
10	Standards of Tamper resistant, tamper responsive, tamper evident capabilities		
11	Security as per RSA, DES, 3DES, MAC X9.9, DUKPT standards		
12	Others (Secure application download/IVRS Support)		

Note: Copy of certifications / Compliances (completed /in progress) to be provided for all of the above.

Please note: Non compliance of any of the above items may entail rejection.

Functional Specification

S.No	Feature	Description	Compliance (Yes/No)
1	Chip transactions	Transactions performed using chip cards.	
2	Swiped transactions	Transactions performed using magnetic stripe embedded on the card.	
3	Keyed transactions	Transactions performed using card numbers entered manually	
4	Online Authorization	Transaction used to authorize whether a card is valid or not and sufficient balance is available for payment	
5	Purchase (Sale)	Transaction used to authorize a card and amount.	
6	Refund	This transaction is used to credit the money to cardholder account from merchant account.	
7	Void	This transaction is used to cancel the previously performed purchase or refund transaction in the same batch.	
8	Cash back/Cash @POS	This transaction allows cardholder to get cash from merchant.	
9	Tip handling	This is mostly used in restaurant merchants to give TIP to Restaurant employees.	
10	Edit Password	Change password option.	
11	Edit Terminal ID	Password protected?	
12	Edit Date	To change terminal's date/time manually.	
13	Software Download Through RTM	Software is downloaded through Remote Terminal Management	
14	Multi-Application	Ability to run multiple applications like Payments, loyalty, Gift card etc. without affecting other application's data.	
15	Multi Merchant	Ability to support multiple merchants in a same application. This is mostly used under EMI	
16	Retrieval of Charge slip	Solution should provide customers and merchant's ability to retrieve receipts /charge slips at least for 1 year to retrieve ARN / PRN.	

Please note Non compliance of any of the above items may entail rejection.

General Details of the Bidder**A. Profile of Bidder****Name of bidder:****1. Location**

Regd. Office:

Controlling Office:

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

	2011-12	2012-13	2013-14
Net Worth			
Turnover			

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

- **Description of service :**
- **Details of similar service provided to PSU organization / BFSI in India specifying the number of Banks and branches**

Details of Experience in implementation of similar orders like managing Payment Gateway

PSU Organization/BFSI		
Name of Organisation	Period	
	From	To

N.B. Enclose copies of Purchase Orders as references

Signature of Bidder: _____

Place:

Name: _____

Date:

Business Address: _____

Manufacturer's Authorization Form (MAF)

To,

The Deputy General Manager (IT, BPR & BTD)
UCO BANK, Head Office,
Department of Information Technology
7th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata - 700064

Dear Sir,

We (*Name of the Manufacturer*) who are established and reputable manufacturers of having factories at,, and do hereby authorize M/s (who is the bidder submitting its bid pursuant to the Request for Proposal issued by UCO BANK on behalf, to submit a Bid and negotiate and conclude a contract with you for supply of equipments manufactured by us against the Request for Proposal received from your bank by the Bidder and we have duly authorised the Bidder for this purpose.

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

Yours Faithfully

Authorised Signatory

(Name :
Phone No. :
Fax :
E_mail :)

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

Commercial Bid TemplateTable A: Monthly Rental

(Amount in Rs.)

SI 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			0.4	
2	GPRS POS			0.4	
3	Mobile POS			0.1	
4	PC POS			0.1	
Total Cost of Ownership in Figures					
Total Cost of Ownership in Words					

Place:

AUTHORISED SIGNATORY

Date:

Name & Designation

Note:

1. In case of discrepancy between figures and words, the amount in words shall prevail.
2. No increase in costs, duties, levies, taxes, charges, etc, irrespective of reasons (including exchange rate fluctuations, etc.) whatsoever, shall be admissible during the currency of the contract.
3. Bidders should strictly quote in the format and for periods as mentioned above.
4. No counter condition/assumption in response to commercial bid will be accepted. Bank has a right to reject such bid.
5. Service Provider will not recover any charge either from the Merchant except above.
6. The Weightage Factor (Column B) is 40%, 40%, 10% and 10% respectively.
7. Net Revenue earned by the Bank (after adjustments of amount payable) will be shared with the L1 vendor in 60:40 ratio (60 to Bank & 40 to vendor). However, if no net income earned, no amount would be shared with the vendor.
8. L1 Bidder will be selected based on **Marks allotted according to Weightage Factor (Column C)** but payment will be made based on **Monthly Rent quoted by Bidder** (Column A).

Checklist of Documents for Eligibility Criteria

Sl. No.	Criteria	(Proof of documents must be submitted)	Compliance (Yes/No)
1	Bidder must be a registered company under the Companies Act, 1956 and should be in Merchant Acquiring Business in India since three years as on RFP submission date.	Certificate of Incorporation & Commencement of Business (whichever applicable) should be submitted.	
2	The bidder should host the solution in a PCI-DSS compliant data centre (either owned or in tie up arrangements with third party) as on date and should provide the details of such certifications as on date of bid submission.	Copy of the relevant certificate to be provided.	
3	The bidder submitting the offer should have positive networth for the last two financial years i.e. 2012-2013 and 2013-2014.	Copy of the audited balance sheet of the company showing networth of the company for the consecutive last two years should be submitted.	
4	The bidder should have a minimum annual turnover of Rs. 10 crores per year during last two financial years i.e. 2012-2013 and 2013-2014.	Copy of the audited balance sheet of the company showing turnover of the company for the consecutive last three years should be submitted.	
5	Bidder should be preferably an Original Equipment Manufacturer (OEM). If not then the bidder should be an authorized representative / distributor of OEM in India or should have tied up arrangement with a manufacturer of POS terminals. The tie up arrangement must be at least prior to the date of submission of bid.	In case of authorized representative, a letter of authorization from original equipment manufacturer (OEM) must be submitted. For tie up arrangements, Details of the arrangement and an undertaking from the supplier of POS Terminal should be submitted.	
6	The bidder should have experience of working with at least one scheduled commercial bank for atleast two years in	Copy of relevant purchase orders or experience certificate from the related Bank to be submitted with	

	India in PSTN/GPRS Terminal deployment. However the experience in deployment of PC POS and MPOS is desirable but selected vendor would be required to deploy all types of POS Machines as per the requirement of the Bank in the ratio given in the RFP.	the contact details of the person signing the Purchase Order.	
7	The bidder is required to set up service centres at stations where UCO Bank is having Zonal Offices/Circle Office offices (List of present Circle offices/ Zonal Offices is attached at ANNEXURE-XII. In addition to this, the bidder is required to set up service centres at those locations where number of Terminals installed is more than 200. If there is any addition of Circle Office/Zonal Office by the Bank in future, the bidder has to set up service centre there also.	List of the existing service centres to be enclosed. An undertaking on company's letter head to set up additional service centres at remaining required stations within six months of placing the order by the Bank. Another undertaking on company letter head to set up additional service centres for new Circle Offices/Zonal Offices to be opened, within six months from the date of opening of such Circle Offices by the Bank to be given.	
8	The Bidder / Partner should have installed and be maintaining at least 5,000 POS terminals on Pan India basis. In case of partnership, it is mandatory that both bidder and their partner should be in POS business jointly for a minimum period of one year as on RFP issue date.	Copy of relevant purchase orders and Reference Letters from Banks to be submitted with the contact details of the person signing the Purchase Order / Reference Letter.	
9	The Bidder should have its own Switch, if not then the bidder should have tie up arrangement with Switch service provider operating in India, certified for credit & debit card acquiring business by VISA/ MasterCard/ Rupay. AMEX (if required by merchant/Bank) The bidder / Switch service provider should be a certified third party processor/ member service provider (TPP/MSP) for VISA/ MasterCard and NPCI with requisite experience.	Copy of valid POS Terminal certification issued by VISA / Master card / NPCI to be enclosed along with requisite documents in this regard to be submitted.	

	The bidder/Switch service provider should own/have requisite valid licenses to do the Merchant Acquiring Business. All the POS Terminals should be directly connected to the bidders switch for providing switch services for acquiring transactions		
10	The bidder should have both DC and DR Centre fully audited and compliant to VISA/ MasterCard/ NPCI guide lines.	The Bidder has to submit the latest audit Certificate which should be of within last one year.	
11	Merchant Management Software for POS terminals and Software Processing platform in house and the infrastructure should be in use for/by at least one Scheduled Commercial Bank in India for PoS business.	Declaration to this effect has to be submitted by the bidder. Letter from one public sector/commercial bank has to be Submitted	
12	The Bidder/Switch service provider should have VAP / MIP / NFS connectivity in its data centre to provide the necessary connectivity to the Bank for routing VISA/Master Card/ NPCI transactions respectively.	Bidder has to provide related details	
13	<p>Bidder should have experience of "Fraud and Risk" Management for POS Acquiring business with at least one scheduled commercial Bank. The following capabilities needs to be available as part of Risk and Fraud Management.</p> <ol style="list-style-type: none"> 1. Transactions monitoring in Real time/Near Real time through an automated rule mechanism. 2. Alert Management Team with 24*7*365 presence. 3. Expertise in identification of changes in market trends, merchant behaviour patterns. 4. Capability to hold the merchant payments in case of suspicion. 	Bidder should provide reference letter from the Bank where Fraud & Risk Management for POS acquiring business has been implemented.	

	5. Expertise in creation of rules and implementing the same with minimum false positive ratios.		
14	Bidder should not have been debarred/black-listed by any Bank / Financial Institutions in India as on date of RFP submission. An undertaking to this effect must be submitted in their letter head.	Self-declaration to that effect should be submitted.	

Note: - In this tender process, either the Indian agent on behalf of Principal OEM (Original Equipment Manufacturer) or Principal OEM itself can bid but both cannot bid simultaneously. If an agent submits bid on behalf of the Principal OEM, the same agent shall not submit a bid on behalf of another Principal OEM in the same tender for the same item or product. Moreover, No bidder solely or jointly shall submit more than one bid for the project, if any bid found submitted singly or jointly more than once, Bank may reject any of such bids.

Place:

Date:

Signature of Bidder: _____

Name: _____

Business Address: _____

Format for Bid Security (EMD)

To,

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

Dear Sir,

In response to your invitation to respond to your RFP for End to End Management for Supply, Installation and Maintenance of 10,000 POS (Point of Sale) Machines for Merchant Acquiring Business. M/s _____ having their registered office at _____ (hereinafter called the 'Bidder') wish to respond to the said Request for Proposal (RFP) and submit the proposal for End to End Management for Supply, Installation and Maintenance of 10,000 POS (Point of Sale) Machines for Merchant Acquiring Business and to provide related services as listed in the RFP document.

Whereas the 'Bidder' has submitted the proposal in response to RFP, we, the _____ Bank having our head office _____ hereby irrevocably guarantee an amount of **Rs. 50 Lacs (Rupees Fifty Lacs Only)** as bid security as required to be submitted by the 'Bidder' as a condition for participation in the said process of RFP.

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

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

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

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed **Rs. 50 Lacs** (Rupees Fifty Lacs only).
2. This Bank guarantee will be valid upto ____; and
3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before _____.

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

Yours faithfully,

For and on behalf of

_____ Bank

Authorised Official

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

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

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

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

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

3. We undertake to pay to UCO BANK any money so demanded notwithstanding any dispute or disputes raised by the VENDOR in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment as made by us under this bond shall be a valid discharge of our liability for payment there under and the VENDOR for payment there under and the VENDOR shall have no claim against us for making such payment.

4. We, [indicate the name of the bank ISSUING THE GUARANTEE] further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BANK under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till UCO BANK certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said VENDOR and

accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before(Expiry of claim period), we shall be discharged from all liabilities under this guarantee thereafter.

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

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

7. We, [indicate the name of Bank ISSUING THE GUARANTEE] lastly undertake not to revoke this guarantee during its currency except with the previous consent of UCO BANK in writing.

Notwithstanding anything contained herein:

i) Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees.....) only.

ii) This Bank Guarantee shall be valid upto and

iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(date of expiry of Guarantee including claim period).

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

Yours' faithfully,

For and on behalf of

_____ Bank

Authorised Official

Note:

1. Selected bidder should ensure that the seal and Code No. of the signatory is put by the bankers, before submission of the bank guarantee.

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

PROFORMA FOR DEED OF INDEMNITY

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

IN FAVOUR OF

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

WHEREAS

(1) The Obligor has

- A. Offered to implement Secured System for Mobile Banking Services in the Agreement / Contract dated _____ during the period of such contract from the date of acceptance of the purchase orders issued by the Bank. The implementation of Mobile Banking Services by the obligor is herein after referred to as "**Supply**".
- B. Agreed to install and provide comprehensive maintenance for the Equipments, material used and workmanship by them in terms of the Agreement / Contract dated _____ and respective Purchase Orders issued from time to time during the contract period if required at the discretion of UCO BANK. (The installation, maintenance and support are herein after collectively referred to as "**Service/s**").
- C. Represented and warranted that the aforesaid supply/services offered to UCO BANK do not violate any provisions of the applicable laws, regulations or guidelines including legal and environmental. In case there is any violation of any law, rules or regulation, which is capable of being remedied, the same will be got remedied immediately during the installation, maintenance and contract period to the satisfaction of UCO BANK.
- D. Represented and warranted that they are authorized and legally eligible and otherwise entitled and competent to enter into such Contract/ Agreement with UCO BANK.

(2) One of the conditions of the aforesaid Agreement is that the Obligor is required to furnish an indemnity in favour of UCO BANK indemnifying the latter against any claims, losses, costs, actions, suits, damages and / or otherwise arising due to or on account of Obligor's violations of any trademarks, patents, copyrights and licenses, the applicable laws, regulations, guidelines during the Supply / Services to UCO BANK

as also for breach committed by the Obligor on account of misconduct, omission and negligence by the Obligor.

- (3) In pursuance thereof, the Obligor has agreed to furnish an indemnity in the form and manner and to the satisfaction of UCO BANK as hereinafter appearing;

NOW THIS DEED WITNESSETH AS UNDER:-

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

- (1) The Obligor shall, at all times hereinafter, save and keep harmless and indemnified UCO BANK, including its respective directors, officers, and employees and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against UCO BANK by whomsoever and all losses, damages, costs, charges and expenses that UCO BANK may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, guidelines and also from the environmental damages, if any, which may occur during the contract period.
- (2) The Obligor further agrees and undertakes that the Obligor shall, during the contract period, ensure that all the permissions, authorizations, consents are obtained from the local and/or municipal and/or governmental authorities, as may be required under the applicable laws, regulations, guidelines, orders framed or issued by any appropriate authorities.
- (3) The Obligor further agrees to provide complete documentation of all Equipments/accessories/and other software, they are having. The Obligor shall also indemnify and keep indemnified UCO BANK against any levies/penalties/claims/demands, litigations, suits, actions, judgments, in this regard.
- (4) If any additional approval, consent or permission is required by the Obligor to execute and perform the contract during the currency of the contract, they shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.
- (5) The obligations of the Obligor herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Agreement/Contract or the insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of UCO BANK or Obligor or any other circumstance whatsoever which might otherwise constitute a discharge or defence of an indemnifier.

(6) The obligations of the Obligor under this deed shall not be affected by any act, omission, matter or thing which, would reduce, release or prejudice the Obligor from any of the indemnified obligations under this indemnity or prejudice or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it, or to UCO BANK).

(7) This indemnity shall survive the aforesaid Agreement.

(8) Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either party at the address stated in the aforesaid Agreement and or as stated above.

(9) This indemnity shall be governed by, and construed in accordance with, the laws of India. The Obligor irrevocably agrees that any legal action, suit or proceedings arising out of or relating to this indemnity may be brought in the Courts/Tribunals at Kolkata. Final judgment against the Obligor in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction, by suit on the judgment, a certified copy of which shall be conclusive evidence of the judgment, or in any other manner provided by law. By the execution of this indemnity, the Obligor irrevocably submits to the exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.

(10) UCO BANK may assign or transfer all or any part of its interest herein to any other person. Obligor shall not assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of UCO BANK.

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

Signed and Delivered on behalf of)

_____)

by the hand of _____)

_____, the authorized official of the Obligor)

Note: The said indemnity shall be affixed with the applicable stamp duty.

NON DISCLOSURE AGREEMENT

(To be executed on a Non-Judicial Stamp Paper of requisite value)

This Non-Disclosure Agreement is entered into as of <Date in words> (DD-Month-YYYY), the "**Effective Date**") by and between UCO Bank, carrying on the business of Banking, having its registered office at No.10 Biplabi Trailokya Maharaj Sarani, Kolkata-700001 (herein referred to as "**Bank**") and M/s _____, a Company incorporated under the Companies Act, 1956 having its registered office at _____ **vendor address** _____ (herein referred to as "**vendor name**"). Each of Bank and _____ is sometimes referred to herein as a "**Party**" and together as the "**Parties**", each of which expression shall, unless repugnant to the context or meaning thereof, shall mean and includes its respective successors and assigns.

WHEREAS, **vendor name** is *inter alia* engaged for implementation of Mobile Banking Services and will be entirely responsible for the scope and services provided as agreed as per scope of work covered under Request for Proposal RFP Ref. No. UCO/DIT/473/2015-16 dated 19/06/2015.

WHEREAS, Bank is *inter alia* engaged in the business of Banking; and

WHEREAS, the Parties presently desire to discuss and/or consult with each other's business for the purposes of entering into Agreements for implementation of Mobile Banking Services of the Bank.

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

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

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

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

2. Use of Confidential Information. Each Party agrees not to use the other's Confidential Information for any purpose other than for the specific consultation regarding the

potential business venture. Any other use of such Confidential Information by any party shall be made only upon the prior written consent from an authorized representative of the other Party which wishes to disclose such information (the **"Disclosing Party"**) or pursuant to subsequent agreement between the Parties hereto.

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

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

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

- (a) is already known to the Receiving Party at the time of the disclosure without an obligation of confidentiality;
- (b) is or becomes publicly known through no unauthorized act of the Receiving Party;
- (c) is rightfully received from a third Party without restriction and without breach of this Agreement;
- (d) is independently developed by the Receiving Party without use of the other Party's Confidential Information and is so documented;
- (e) is disclosed without similar restrictions to a third party by the Party owning the Confidential Information;
- (f) is approved for release by written authorization of the Disclosing Party; or
- (g) is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however, that the Receiving Party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the

Confidential Information and/or documents so disclosed by used only for the purposes for which the order was issued.

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

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

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

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

9. Arbitration and Equitable Relief

(a) Arbitration - The Parties shall attempt to settle any disputes arising out of or relating to this Agreement through consultation and negotiation. In the event no settlement can be reached through such negotiation and consultation, the Parties agree that such disputes shall be referred to and finally resolved by arbitration under the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification thereof shall apply. The arbitration shall be held in Kolkata. The language used in the arbitral proceedings shall be English. The Parties shall appoint their own arbitrators.

(b) Equitable Remedies - The Parties agree that it would be impossible or inadequate to measure and calculate the Disclosing Party's damages from any breach of the covenants set forth herein. Accordingly, the Parties agree that in event of breach of any of the covenants contained in this Agreement, the affected Party will have available, in addition to any other right or remedy available, the right:

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

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

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

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

12. General Provisions

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

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

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

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

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

(f) Two original sets of Non Disclosure Agreement are executed and retained by either parties, Bank and Vendor.

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

ACCEPTED AND AGREED TO BY:

Signature)

Print Name:

Title:

(Signature)

Name:

Title:

IN WITNESS WITH:

Bank:

(Signature)

Print Name:

Title:

Vendor:

(Signature)

Name:

Title:

List of Bank's Existing Zonal Offices & Circle Offices

S.No.	List of Zonal Offices
1	Agartala
2	AHMEDABAD
3	Ajmer
4	Balasore
5	Kolkata
6	BANGALORE
7	Begusarai
8	Bhagalpur
9	BHOPAL
10	BHUBANESWAR
11	Burdwan
12	Chandigarh
13	Haryana
14	CHENNAI
15	Hoogly
16	COIMBATORE
17	Dehradun
18	Dharmasala
19	Bongaigaon
20	GUWAHATI
21	Howrah
22	HYDERABAD
23	INDORE
24	JAIPUR
25	Jalandhar
26	JODHPUR
27	Jorhat
28	Kanpur
29	KOCHI
30	Lucknow SPC
31	LUDHIANA
32	Meerut
33	MUMBAI
34	Nagpur
35	New Delhi
36	Patna
37	PUNE

38	Raipur
39	Ranchi
40	Sambalpur
41	Shimla
42	SURAT
43	Suri
44	Varanasi
45	Vijayawada
46	Salt Lake
47	Ernakulum
48	Solan

S.No	List Of Circle Offices
1	AHMEDABAD
2	BHUBANESWAR
3	CHANDIGARH
4	CHENNAI
5	GUWAHATI NE
6	KOLKATA
7	LUCKNOW
8	MUMBAI
9	NEW DELHI
10	PATNA