



UCO BANK

Department of Information Technology

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

RFP Ref. No.: UCO/DIT/2374/2016-17 Date: 27/02/2017”

Pre-Bid Responses/ Clarifications to Queries raised by the Bidder(s), Amendments, Addendums and Corrigendum's

SL No	Page no	Original RFP Clause	Clause	Description of Query/ Clarification sought by Bidder	Bank Response
1	21	Part-IV Scope Work – of	The Selected bidder should have its set-up Production and Disaster Recovery and should support Business Continuity Plan (BCP). For connecting with Bank' switch centre DC & DR sites, Bidder can provide MPLS / Lease line connectivity	For connecting with Bank' switch center DC & DR sites, Bidder can provide MPLS / Lease line connectivity?	RFP Clause is self-explanatory.
2	21	Part-IV Scope Work – of	The bidder will be single point of contact and need to coordinate with the Bank's switch vendor and concerned payment card brand, if necessary, for implementing the project. Bank intends to have this solution in hosted model (ASP basis).	Can Bank confirm where the solution needs to be hosted?	Yes, The solution need to be hosted and same is already mentioned in the RFP.

			It would be the responsibility of the bidder to coordinate with ATM switch vendor for carrying out any changes, if required, at switch level to support the secure authentication.		
3	23	Part-IV Scope Work	– of	<p>The Bidder needs to establish network connectivity through leased lines (minimum 512 Kbps) to maintain the uptime. In case of failure, the connectivity should also have a backup, from a network service provider who is different from the one providing the primary link. The costs for such connectivity from the Bidders centre to the Bank's switch has to be borne by the Bidder. A team should be earmarked for monitoring of the links 24 X 7 X 365 at Bidder's NOC. Incase Bank migrates the ATM switch; the selected bidder has to change the network connectivity without any additional cost to Bank.</p> <p>Since the solution is to be hosted at the bank's environment, the leased line needs to be taken care from the bank's end. Kindly confirm</p>	<p>The solution to be in hosted model and it will at bidder's hosted environment. Hence the connectivity shall be provided as per the terms of the RFP.</p>
4	24	Part-IV Scope Work	– of	<p>The selected bidder has to provide Access Control Server (ACS) and Registration Server for customer enrolment and authentication.</p> <p>Can Bank confirm the server platform for the implementation of the server</p>	<p>Selected bidder can provide the same based on its solution.</p>
5	25	Part-IV Scope Work	– of	<p>Enrolment during shopping</p> <p>Can Bank confirm the mechanism to be used by the bank's website to divert the enrolment to bidder's portal for</p>	<p>The mechanism has to be proposed by the selected bidder and acceptable to Bank.</p>

				the creation of the password? It needs to be elaborated.	
6	8	Part-I	<p><u>3. Eligibility Criteria</u> Bidder should have direct authorisation From the original Equipment Manufacturer (OEM) for selling and supporting the solution offered.</p> <p><u>Proof of documents to be submitted</u> Copy of the certificate of OEM to be submitted. Also, an affidavit from the OEM side has to be submitted to the bidder stating that in case the bidder backs out from the service, the OEM itself will continue the operation.</p>	It is presumed that Bank is checking here about IP since the bidder is dealing with software. Please note that the IP rest with parent company of YSE but YSE is authorized to sell. It needs to be understood what doc to be provided in this scenario.	The IP and authorisation to sell document has to be submitted as part of RFP. The documents should be valid for the whole contract period as mentioned in the tender.
7	8	Part-I	<p><u>3. Eligibility Criteria</u> Bidder/OEM should be in the process of implementation or should have implemented and continuing the proposed solution and services for SOCCCT system for VISA and RuPay cards in any of the schedule commercial Banks in India.</p> <p><u>Proof of documents to be submitted</u> Copy of Purchase Order and Satisfactory letter from the Bank mentioning the proposed solution should be submitted.</p>	Due to the NDA signed between YSE and the commercial Bank, the PO copy cannot be shared. Will the reference letter alone suffice?	Bidders can submit the reference letter from the Bank along with details of the letter issuance authority. The letter should have issued after the RFP publication date.
8	8	Part-I	<p><u>3. Eligibility Criteria</u> The bidder/OEM should have 24*7 customer support center in India to provide support to Bank's team as</p>	What kind of supporting document need to be provided?	Bidder has to submit proof of documents along with the address of the service center, no. of employees etc. along with a self under

			<p>well as customers from the proposed solution.</p> <p><u>Proof of documents to be submitted</u> The bidder should submit required proof mentioning Strength of the support staff.</p>		taking to cater the requirement of the Bank.
9	8	Part-I	<p><u>3. Eligibility Criteria</u> Bidder should have experience of migration from existing system and having support for VISA/Master/RuPay cards to new system.</p> <p><u>Proof of documents to be submitted</u> Bidder must submit the certificate of such migration along with the bid document.</p>	Is the Migration scope is specific to ACS?	Yes, Migration scope is for ACS including the scope of activities/solutions mentioned in the RFP.
10	25	Part-IV Scope of Work	The selected bidder has to provide the entire solution to UCO Bank as well as its Regional Rural Bank's with the same per transaction cost. Currently Bank is having two RRBs (i.e Bihar Gramin Bank & Paschim Banga Gramin Bank). However in future Bank may add/remove some other entities into its fold and the bidder has to provide similar solution with the same per transaction cost	UCO bank has tie-up with (Bihar Gramin Bank and west Bengal Gramin Bank) , how to maintain Data and transaction segregation according to bank wise - Request bank to clarify	The data can be segregated as per the Debit Card's BIN (Bank Identification Number). Gramin banks have different BIN.
11	25	Part-IV Scope of Work	The selected bidder should migrate the data of existing card holders registered for Verified by VISA & RuPay Paysecure from the Bank's existing service provider.	Data base migration should be done in within one month. We assume that existing vendor will provide already registered data to the bidder for migration- Request bank please confirm	Yes, the existing registered user data will be shared either by existing vendor or by Bank. The format of data sharing will be discussed with successful bidder. The final decision of the Bank will be bind on the selected bidder.

12			General	Bank has asked Card Holder registration (VISA/MC and Rupay), but for RuPay cards NPCI has confirmed there is no registration – Request the bank please confirm	The solution shall be implemented as per the guideline of payment systems i.e VISA/NPCI etc. However separate registration through Bank's website shall be kept.
13	22	Part-IV Scope Work – of	The solution should have captcha facility at the time of registration or at any step decided by Bank	What does this term exactly mean? Request bank to clarify the same	RFP clause is self-explanatory.
14		Part-IV Scope Work – of	During the Transaction the mobile number has to fetched from the bank host/switch	What's the need to provide a mobile number upload feature in the ACS system? Please clarify	The uploading facility will be used as per requirement of the bank.
15	25	Part-IV Scope Work – of	The solution should support EMV specification as per the technical specification of VISA/NPCI/RuPay/Master or any other interchange for all type of cards i.e. Debit/Credit & Pre-Paid	Does bidder need to support the EMVCo 2.0 specification in the system? Please clarify	The EMV technical Specifications should give the support for the existing / current specification features as well as the future specification features as per the RBI / Competent Authority.
16			General	Whether debit & credit host are same or different? Request bank to clarify	Both are Different. Currently Credit host is not available.
17			General	Who manages bank's credit host? Is it in-house or outsourced? Please clarify	Currently Credit host is not available.
18			General	Whether the cost of connecting with the debit or credit host would be bidder responsibility? Need Clarity	Yes, the cost of connecting with the debit or credit host would be the bidder responsibility.
19			General	Whether bidders are allowed to host the card number & mobile number repository of the bank? If yes then what is the expectation of addition of number and update of the	RFP Clause is Self Explanatory.

				repository? Please clarify	
20			General	Whether the RRBs need to have a separate institution on ACS? Request bank to clarify	Please refer to point number 1 of Pre-bid reply.
21	57	Annexure-I	4. The solution should be hosted in a data center that has undergone audit certifications including but not limited to PCI, ISO 27001, SAS 70 audits or equivalent.	Bidder is under process for required audit certifications for offered solution. As the bidder gets this done, the bidder will be providing the same to bank once the bidder goes live with the product. Assume it will suffice the bank's requirement	Requirement stands as per RFP.
22	22	Part-IV – Scope of Work	The Selected bidder should have its set-up Production and Disaster Recovery and should support Business Continuity Plan (BCP).	For connecting with Bank' switch center DC & DR sites, can Bidder explore the option of MPLS/ VPN?	Yes. For connecting with Bank's switch centre with D & DR sites, Bidder can provide MPLS/Lease Line connectivity.
	23		The selected bidder should carry DR Drill of the system as per the guideline of payment systems or at least once in Six months.		
	25		The selected Bidder has to provide networking equipments including point to point connectivity with fail over backup from Bidder's primary Data Centre & Disaster Recovery site to Bank's switch Centre DC and DR Site. Incase Bank migrates its ATM Switch the selected bidder has also to migrate the connectivity before switch migration process to new switch service providers DC & DR locations looking at the business continuity without any additional cost to Bank. Bank as per its requirement may	While Bidder' responsibility would be to establish the connectivity with the selected ATM/Card switch vendor, whether the responsibility and charges for network equipments and DC/ DR rack space at the selected new switch vendor' DC & DR would be Bidder' responsibility?	RFP clause is self-explanatory.

			change the ATM/Card (Debit & Pre-Paid) Switch during the contract period. Hence selected bidder has to provide necessary connectivity and switch migration support to the new switch vendor's Primary & DR location without any additional cost to Bank.		
23	8	Part-I 3. Eligibility Criteria	6. The hosted solution offered by the bidder should be PCI-DSS and PADSS certified and bidder must submit the proof of audit certificates in that respect. However, solution should have undergone third party penetration testing/ vulnerability assessment and ethical hacking test.	Request Bank to relax the clause on PCI-DSS to "Bidder should be able to produce PCI-DSS Certificate within 6 months from the date of formal Service Level Agreement mutually signed & formally concluded with Bank". FSS ACS solution is hosted in Data Centre in Chennai which went through PCI DSS 3.2 Audit. Furthermore FSS ACS solution is compliant to PADSS 3.2 & FSS ACS Solution is certified by VISA 3D Secure, MasterCard Secure Code and Diners Protect buy and tested for NPCI Pay secure.	Requirement stands as per RFP.
24	9	Part-I 3. Eligibility Criteria	8. Bidder should have experience of migration from existing system and having support for VISA/Master/RuPay cards to new system. <u>Proof of documents to be submitted</u> Bidder must submit the certificate of such migration along with the bid document.	Since FSS ACS Solution is under implementation in various Banks whereby the migration may be under process & hence request Bank to accept a Self Certificate (issued by the Bidder) on the migration clause.	Requirement stands as per RFP.

25	13	Part - II	10. Confidentiality 13. No Legal Relationship 15. Acceptance of Terms	<p>BIDDER would request that any binding terms and conditions, including the RFP and other terms and conditions of the Contract will be binding subject to the comments herein and upon mutually agreed terms.</p> <p>BIDDER requests that the contents of the proposal be treated confidential because the same being proprietary to BIDDER.</p> <p>BIDDER would like to clarify that BIDDER's rights to Bank to reproduce would be restricted only for evaluation purpose within Bank but BIDDER would remain as the owner for all purposes as the contents are proprietary to the BIDDER.</p>	Clause stands as per RFP.
26	32; 39; 52	Part-V	18. Indemnity 33. Limitation of Liability Annexure-G	<p>BIDDER would like to clarify and requests the Bank that the any provisions concerning indemnification will be made on mutually agreeable terms. BIDDER would like to clarify that BIDDER is willing to indemnify only for any breach of confidentiality, gross negligence and willful misconduct (directly attributable) on the part of BIDDER, breach of intellectual property rights and for violation of any relevant local laws that are applicable to the provision of services under the agreement. Bidder will be unable to indemnify the Bank for any use by the Bank of the same, due to lack of visibility. BIDDER would also like to clarify that</p>	Clause stands as per RFP.

				it shall pass through the relevant indemnities of the manufacturer to the Bank for equipments, accessories etc.,	
27	26; 39	Part-V	3. Compliance with all applicable laws 32. Applicable Law and Jurisdiction of court	BIDDER would like to clarify that BIDDER will adhere to relevant and applicable local laws. BIDDER would requests that provisions concerning indemnification obligations shall be on a mutual basis.	Clause stands as per RFP.
28	13	Part-II	10. Confidentiality	BIDDER would requests the Bank that the confidentiality obligations will be on a mutual basis, as the BIDDER may share its proprietary information during the course of bid (including the bid submissions and related documents) and the term of the agreement.	Clause stands as per RFP.
29	28	Part-V	8. Paying Authority	BIDDER would like to clarify and requests the Bank that the payment by Bank shall be made as per the mutually agreed timeline.	Clause stands as per RFP.
30.	30	Part-V	11. Liquidated Damage	BIDDER would like to discuss with the Bank to arrive at a genuinely pre-estimated sum (%). BIDDER would request the Bank that a prior written notice and an opportunity of being heard shall be given to the BIDDER before making any adjustments and such adjustments may be made by the Bank for damages caused solely for reasons attributable to the BIDDER.	Before making any LD deduction, a prior notice will be given to the bidder by the Bank.
31	31	Part-V	13. Contract Period	BIDDER would like to clarify that the services be provided as per the mutually agreed specifications and scope; and thus the BIDDER requests	Clause stands as per RFP.

				the Bank to delete the terms "satisfactory performance" at the sole discretion of the Bank, as the quoted terms are subjective and vague.	
32.	31	Part-V	14. Service Level Agreement	BIDDER would requests the Bank to extend and fix a reasonable timeline for SLA execution.	The selected bidder will be required to sign the Service Level Agreement with the Bank within 30 days of the acceptance of the LOI/Purchase Order.
33	31	Part-V	16. Acceptance Testing	<p>BIDDER would like to clarify that any acceptance procedures be in accordance with mutually agreed acceptance criteria with due regard to the concept of deemed acceptance.</p> <p>BIDDER would like to clarify that its liability will be limited only to patent defects that can be detected through inspection, testing or due diligence by Bank. BIDDER cannot be made liable for any latent defects that cannot be reasonably deductible out of due diligence.</p>	Clause stands as per RFP.
34	31; 37	Part-V	17. Order Cancellation; 28. Termination	The breach of terms in Clause 17 is vague and would need to clearly elaborate and need to be linked to Cure period. BIDDER requests that any termination/order cancellation under the agreement shall be on a mutual basis and upon terms agreeable to both parties and further the same may be only for cause with a sufficient notice	Clause stands as per RFP.

				<p>period. BIDDER would requests the deletion of this provision on termination for convenience.</p> <p>BIDDER would like to clarify that after termination of this contract, transition of business and assistance to the next successful bidder can be done by the BIDDER for the price upon mutually agreed terms.</p> <p>BIDDER would requests the Bank that the arbitration be a compulsory dispute resolution mechanism and requests the Bank to delete the right of approaching the court directly except for injunctive relief</p>	
35	33	Part-V	19. Publicity	BIDDER would request that the clause be on a mutual basis.	Clause stands as per RFP.
36	34	Part-V	23. Audit	Any audit will be cooperative of BIDDER's confidentiality and security restrictions and guidelines and be conducted upon giving prior written notice.	Prior notice will be given and audit will be done as per the Audit Policy/rules decided by Bank.
37	35; 39	Part-V	25. Resolution of Disputes 31. Arbitration 32. Applicable law and Jurisdiction of Court	BIDDER would request the Bank that the arbitration be a compulsory dispute resolution mechanism and requests the Bank to delete the right of approaching the court directly except for injunctive relief. BIDDER would further request the Bank to have Chennai as seat of arbitration and court jurisdiction.	Clause stands as per RFP.
38	35	Part-V	26. Exit Option and Contract Re-Negotiation	BIDDER would request the Bank that the exit option clause be on a mutually agreed basis and to avoid vague and subjective terms like serious discrepancies. BIDDER	Clause stands as per RFP.

				would like to clarify that invoking such option by the Bank may be for reasons solely attributable to the BIDDER and after giving reasonable opportunity of being heard to the BIDDER and upon deducing a reasoned decision.	
39	38	Part-V	30. Effect of termination	BIDDER would like to clarify that post termination obligations and the most favored customer aspect can be mutually agreed by the parties in the agreement. BIDDER would also like to clarify that the then prevailing rates will apply.	Clause stands as per RFP
40	39	Part-V	33. Limitation of Liability	The Limitation of liability to the contract value is not acceptable. This would need to reduce to 3 months billing/ services charges	Clause stands as per RFP.
41	52		Annexure-G (Proforma for Deed of Indemnity)	Refer Comment provided for Indemnity. BIDDER would like to clarify that the indemnity obligations will be binding on the BIDDER only if the claims, damages, losses etc. are direct and solely attributable to the BIDDER and not for misuse, negligence, lack of visibility of services, software/products/deliverables by the Bank. BIDDER would like to discuss with the Bank to carve out malfunctioning of the equipments as it could happen even for reasons not attributable to the BIDDER. Survival of the deed be for a limited period post termination or expiration of the Agreement. Compulsory arbitration as dispute resolution mechanism and subject to exclusive	Clause stands as per RFP.

				jurisdiction of Chennai courts. Assignment clause is to be mutual to parties.	
42	61		Annexure-M (Pre-contract Integrity Pact)	BIDDER would request the Bank to delete the Fall Clause.	Clause stands as per RFP.
43	70		Annexure-N (Non-Disclosure Agreement)	BIDDER would requests that the NDA be mutual to the parties as the bid submission contains BIDDER's confidential and proprietary information.	Clause stands as per RFP.
44			General: New/Clauses to be included in consultation with the BIDDER	BIDDER requires inclusion of the following clauses on a mutually agreed basis and in this regard the BIDDER would like to discuss with Bank. This list is inclusive of various other terms of the agreement and is not exhaustive. 1) Limitation of Liability and exclusion of indirect damages from Liability 2) Non-solicitation 3) Intellectual Property Rights 4) Assignment etc. 5) Representation and Warranties 6) Indemnities 7) Arbitration 8) LD 9) Confidentiality 10) Penalties	Not acceptable.
45	7	Part-I 2. Objectives	The bidder should provide the required hardware, software, communication equipments, bandwidth etc. for the successful implementation of the proposed solution....	Per Part - IV (Scope of Work), we understand from the RFP that the SSOCT solution is to be provided as a service to the bank hosted from the vendor's premises. Request the bank to clarify the requirement of hardware/software to be provided to the bank in this regard.	As per the clause, bidder should provide all the required hardware, software, communication equipments, bandwidth etc. for the SSOCT service.

					The services should be provided to Bank from selected bidders' premises/Data Centre on per transaction basis as per the scope defined in this RFP.
46	7	Part-I 2. Objectives	...The solution shall be implemented in UCO Bank as well as Bank's Sponsored RRB's i.e Bihar Gramin Bank and Paschim Banga Gramin Bank.	Per Part - IV (Scope of Work), we understand from the RFP that the SSOC solution is to be provided as a service to the bank hosted from the vendor's premises. Consequently, this clause can be construed as to the SSOC has to be provided to UCO Bank, Bihar Gramin Bank and Paschim Banga Gramin Bank on a hosted model on shared infrastructure at the bidder's premises. Please clarify.	The services should be provided to Bank from selected bidders' premises/Data Centre on per transaction basis as per the scope defined in this RFP.
47	8	Part-I 3. Eligibility Criteria	7. Bidder should have the expertise of migration from existing 3D secure system having support for VISA/Master/Rupay cards to new system.	Request the bank to provide the details of the existing service provider for SSOC for the bank along with the end date of current contract.	Same shall be shared with selected bidder.
48		Part-IV – Scope of Work	The solution should interface with Visa/MasterCard/NPCI or any other interchange as desired by the Bank and have a direct interface to the Bank's debit/credit/Pre-Paid card host without any additional cost to the Bank.	Bidder understands that the interfacing would be bidder's responsibility and any cost/charge from the interchange would be borne by the bank. Request the bank to clarify.	Any cost/charge from the interchange to Bank would be borne by the bank.
49		Part-IV – Scope of Work	The selected bidder has to migrate all the registered card holders of UCO Bank/RRBs data from the existing service provider to its system within 4 weeks of LOI/Purchase Order.	Request the bank to provide the details of the existing service provider for SSOC for the bank along with the end date of current contract.	Same shall be shared with selected bidder.

50		Part-IV – Scope of Work	The selected Bidder should also support the requisite certifications, integration, maintenance, patching, and audit compliance, etc.	We assume that only support is required from the bidder for the said integration, maintenance, patching and audit compliance where the base activity per se would be carried out by the bank at its cost. Request the bank to clarify.	Clause stands as per RFP. All the activities have to be done by the selected bidder. No additional cost shall be paid by Bank.
51		Part-IV – Scope of Work	The Bidder should get the activities and or functions audited from time to time as per the requirements of the Bank, VISA, Master Card, NPCI, Reserve Bank of India or any other statutory body, where ever applicable. Cost of such audit should be borne by the Bidder throughout the period of agreement.	Request the bank to bear the cost of audit per se and the bidder to bear the cost of any reasonable modifications in response to audit observations. Request the bank to clarify.	Clause stands as per RFP.
52		Part-IV – Scope of Work	Bank may avail the facility of SMS service provider with him selected bidder has tie-up. The decision of the Bank in this regard is final.	Bidder assumes that the additional commercials for the cost of SMS (in case the bank uses the service provider's tie up) would be mutually discussed and agreed at a later stage of the contract. Request the bank to clarify.	Yes. The additional commercials for the cost of SMS (in case the bank uses the service provider's tie up) would be mutually discussed and agreed at a later stage of the contract.
53		Part-IV – Scope of Work	The system should support sending OTP on card holders registered e-mail ID.	Bidder assumes that the bidder would be using the bank's e-mail gateway for this purpose and the cost of the same would be borne by the bank. Request the bank to clarify.	The email has to be sent through Bank's e-mail gateway. Selected bidder has to integrate its solution with Bank's e-mail gateway without any additional cost to Bank.
54	27	Part-V – 6. Payment Terms	Apart from the amount payable by the Bank to the selected bidder for the Scope of Work as given in the RFP (which is inclusive of all charges, taxes, etc.), the Bank shall not pay any extra taxes or amounts.	Request the bank to allow the bidder to quote exclusive of taxes and to pass on the effect of increase/decrease in taxes or any future taxes to the bank.	Yes. Service tax will be paid by the bank at actual as mentioned in the clause or future tax will be considered in place of service tax as per Govt. notifications, if any.

55	27	Part-V – 6. Payment Terms	Bidder shall pass on to the Bank all fiscal benefits arising out of reductions in Government levies viz. Sales tax, excise duty, custom duty, etc.	We assume that in line with this clause, the effect of any increase in tax rates/introduction of future taxes will also be passed to the bank. Request the bank to clarify.	Please refer to serial number 54 of the pre-bid reply.
56	31	Part-V- 13. Contract Period	...The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving Two (02) months' notice without assigning any reasons.	We assume that the termination is limited only to reasons of deficiency in performance and not for convenience. Request the bank to modify the clause accordingly in line with Clause 17 mentioned in the same page as the current clause.	Clause stands as per RFP.
57	35	Part-V – 26. Exit Option and Contract Re-negotiation	The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the Selected Bidder at more favorable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality.	The bank is obtaining the best available price for the SSOC though open tender and a reverse auction. Request the bank to remove the clause on renegotiation of price/terms during the contract period since the other contracts in the market may have different set of deliverables and inherent contract conditions which may not be comparable with the bank's contract.	Clause stands as per RFP.
58	35	Part-V – 26. Exit Option and Contract Re-negotiation	The Bank shall have the option of purchasing the equipment from third-party suppliers, in case such equipment is available at a lower price and the Selected Bidder's offer does not match such lower price. Notwithstanding the foregoing, the Selected Bidder shall continue to have the same obligations as contained in this scope document in relation to such equipment procured from third-party suppliers.	Per Part - IV (Scope of Work), we understand from the RFP that the SSOC solution is to be provided as a service to the bank hosted from the vendor's premises. Request the bank to clarify the relevance of equipment purchase from third party suppliers in this regard.	Clause stands as per RFP.

60	38	Part-V – 30. Effect of Termination	The selected bidder agrees that after completion of the Term or upon earlier termination of the assignment the selected bidder shall, if required by the Bank, continue to provide maintenance services to the Bank at no less favorable terms than those contained in this scope document. In case the bank wants to continue with the selected bidder's services after the completion of this contract/ purchase order then the selected bidder shall offer the same or better terms to the bank. Unless mutually agreed, the rates shall remain firm.	As the RFP is on a hosted model, it is believed that this clause needs modification from "maintenance services" to ASP SSOC services. Request the bank to clarify.	Clause stands as per RFP.
61	59	Annexure – J Commercial Bid	General	Request the bank to allow a place holder for the bidder to quote for on time implementation/integration fee for this offering.	Clause stands as per RFP.
62	59	Annexure – J Commercial Bid	General	Request the bank to allow a place holder for the bidder to quote for annual hosting fee for this offering.	Clause stands as per RFP.
63	59	Annexure – J Commercial Bid	b. The price quoted should be inclusive of all applicable taxes/cess (except Service Tax which will be paid by the Bank at actual) and will not change due to exchange fluctuations, inflation, market conditions, etc.	We assume that any increase/decrease in service tax rates and any future tax introduced in place of service tax would be passed on to the bank. Request the bank to clarify.	Please refer to serial number 54 of the pre-bid reply.
64	34	23. Audit	The vendor also have to arrange a comprehensive quarterly or on demand audit of SLAs / benchmark and other relevant tests / IS Audit from qualified auditors at its own cost and provide the report directly	Request the bank to do this activity as an annual exercise instead of quarterly	Clause stands as per RFP.

			to the bank.		
65		General	Last date of submission of tender	Bidder would request the bank, to extend the submission date at least for 1 week	

Note:

Bank will not go for reverse auction. L-1 bidder will be determined on the basis of TCO (Total Cost of Ownership) quoted by the bidder.

Corrigendum

SI No	Page No. / Clause No.	Existing Clauses	Modified Clauses
1	6	<u>Bid Control Sheet</u> Last Date and Time for receipts of technical bids: 20.03.2017 at 3:00 pm	<u>Bid Control Sheet</u> Last Date and Time for receipts of technical bids: 24.03.2017 at 3:00 pm
2	6	<u>Bid Control Sheet</u> Last Date and Time for opening of technical bids: 20.03.2017 at 3:30 pm	<u>Bid Control Sheet</u> Last Date and Time for opening of technical bids: 24.03.2017 at 3:30 pm

Revised RFP Clauses

Part-II-Invitation For Bids and Instructions to Bidders

4. Earnest Money Deposit (EMD)

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

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

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

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

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

within the stipulated time period.

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

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

Note: exemption from submission of EMD shall be given to bidders, who are Micro, Small and Medium Enterprises (MSME), and are registered with National Small Scale Industrial Corporation (NSIC) under its "Single Point Registration Scheme". The bidder has to submit necessary document issued by NSIC to avail the exemption. To qualify for EMD exemption, firms should necessarily enclose a valid copy of registration certificate issued by NSIC which are valid on last date of submission of the tender documents. MSME firms which are in the process of obtaining NSIC certificate will not be considered for EMD exemption.

As per Govt. of India guidelines, there is a special provision for Micro and Small Enterprises owned by Schedule Castes and Schedule Tribes. Out of 20% target of annual procurement from Micro and Small Enterprises, a sub-target of 20% (i.e. 4% out of above 20%) shall be embarked for procurement from Micro and Small Enterprises owned by Schedule Castes and Schedule Tribe entrepreneurs. Provided that, in the event of failure of such Micro and Small Enterprises to participate in the tender process or meet tender requirements and L1 price, 4% sub-target for procurement embarked for procurement from Micro and Small Enterprises owned by Schedule Caste and Schedule Tribe entrepreneurs shall be met from other Micro and Small Entrepreneurs.

(It is clarified that necessary and valid documents should be submitted by the Micro and Small Enterprises and SC/ST Micro and Small Enterprises owners to avail the preference.)

Further, participating Micro and Small Enterprises bidders quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement if they agree to bring down their price to L1 price in a situation where L1 price is from some other firm other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply upto 20% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately.

22. Submission of Offer-Three Bid System

Separate Eligibility, Technical and Commercial Bids along with the soft copies duly sealed and superscribed as "Eligibility Bid", "Technical Bid" and "Commercial Bid" respectively should be put in a single sealed outer cover duly sealed and super-scribed "Implementation of SSOCT (Security System for Online Card Transactions) i.e. Two Factor Authentication of e-Commerce transactions using Debit card (Re-tendering) (Eligibility Bid)", "Implementation of SSOCT (Security System for Online Card Transactions) i.e. Two Factor Authentication of e-Commerce transactions using Debit card (Re-tendering) (Technical Bid)" and Implementation of SSOCT (Security System for Online Card Transactions) i.e. Two Factor Authentication of e-Commerce transactions using Debit card- (Re-tendering) (Commercial Bid) shall be submitted as per bid details given in the RFP.

Sealed separate envelopes carrying Eligibility Bid, Technical Bid and Commercial Bid along with the soft copies should be kept in a single sealed outer cover duly sealed and super-scribed "Implementation of SSOCT (Security System for Online Card Transactions) i.e. Two Factor Authentication of e-Commerce transactions using Debit card (Re-tendering)" as per the below mentioned diagram and as per bid details given in the RFP.

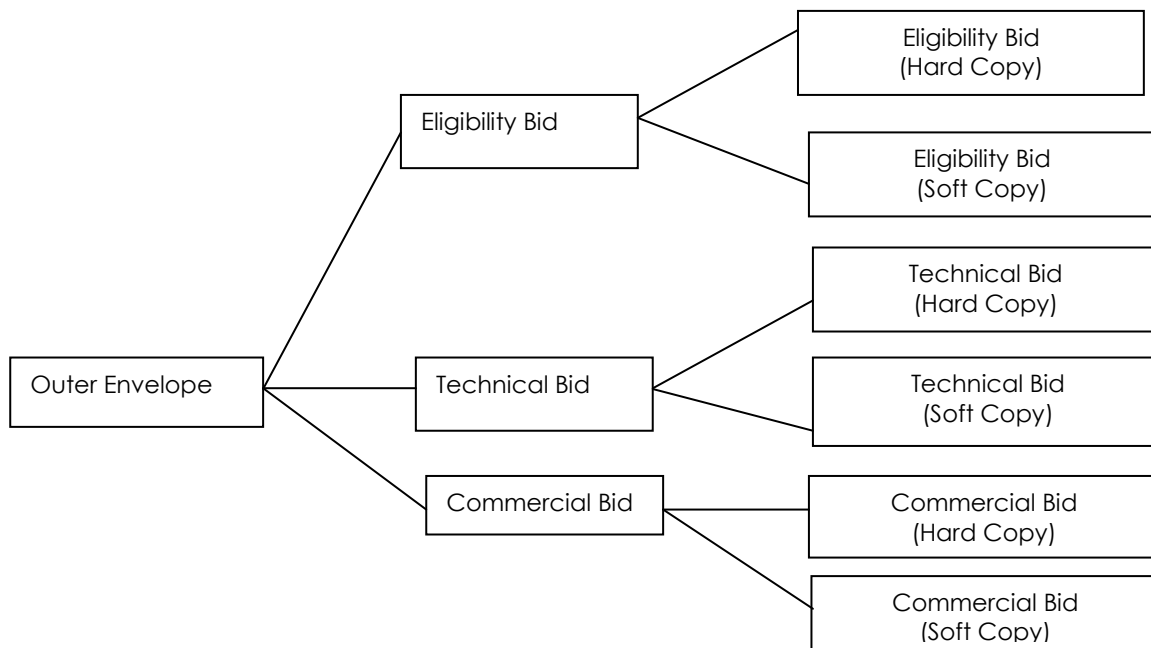
The bids (along with soft copy) shall be dropped/submitted at UCO Bank's address given in Bid Detail- Control Sheet Table, on or before the date specified therein.

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

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

- Name of the Bidder
- Offer Reference

- Type of Offer (Technical or Commercial)



The Eligibility and Technical Offer should be complete in all respects and contain all information asked for, in the exact format of eligibility and technical specifications given in the RFP, except prices. The Eligibility and Techno functional offers 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.

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

Note:

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

Part-II- Bid Opening and Evaluation Criteria

3. Commercial Evaluation

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

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

- 3.1 The bidder will be solely responsible for complying with any applicable Export / Import Regulations. The Bank will no way be responsible for any deemed Export benefit that may be available to the bidder.
- 3.2 In case there is a variation in value between numbers and words; the value mentioned in words would be considered.
- 3.3 The Bidder needs to provide Unit costs for components and services; unit rates with applicable taxes would be considered for the TCO purposes.
- 3.4 In the event the vendor has not quoted or mentioned the component or services required, for evaluation purposes the highest value of the submitted bids for that component or service would be used to calculate the TCO. For the purposes of payment and finalization of the contract, the value of the lowest bid would be used.

Annexure – J

Masked Commercial Bid

Sl. No.	Particulars	Rate per transaction (Rs.) (inclusive of all taxes except service tax)
A	Projected volume of transactions for 3 years = 50000000	(5 Crores)
B	Per Transaction Rate (As per the scope of RFP)	
C	Total Cost of Ownership [C=A*B]	

Note:

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

Place:

Date:

Signature of Bidder: _____

Name: _____

Business Address: _____

Note:

All other terms and conditions/clauses of the subject RFP/Pre-bid reply/corrigendum remain unchanged. The changes in the RFP clause mentioned herein above will be part and parcel of the RFP.

Date: 15/03/2017