



# UCO BANK

Department of Information Technology  
H.O. – II, 3 & 4 DD Block, Sector – 1,  
Salt Lake, Kolkata – 700064

## REQUEST FOR PROPOSAL (RFP) FOR IMPLEMENTATION OF ANTI-PHISHING MANAGED SERVICES

**RFP REF No. : DIT/006/80/2010-11**  
**Date : 20/01/2011**

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

*This document is prepared by UCO Bank for Implementation of Anti-Phishing Managed Services. It should not be reused or copied or used either partially or fully in any form.*

<b>Bid Details – Control Sheet Table</b>		
1.	Date of commencement of sale of Bidding Document	20-01-2011
2.	Last date and time for sale of Bidding Documents	21-02-2011 up to 3.00 PM.
3.	Last date, time & Venue for submission of Bid Documents	21-02-2011 4.00 PM at : <b>UCO Bank</b> Head Office – 2, Department of Information Technology(DIT), 5th Floor, 3 & 4 DD Block, Sector – I, Salt Lake, Kolkata 700 064. (Bid documents should be dropped in the Tender Box, kept at 5th Floor)
4.	Date and Time of Technical Bid & Commercial Bid Opening	a. Technical Bid - 21-02-2011 4.30 PM b. Date of Commercial Bid opening will be intimated to the bidder/s qualifying in Technical Bid.
5.	Place of opening of Bids	<b>UCO Bank</b> Head Office – 2, Department of Information Technology(DIT), "Conference Room", 5th Floor, 3 & 4 DD Block, Sector – I, Salt Lake, Kolkata 700 064.
6.	Address for communication	General Manager (IT) Department of Information Technology (DIT), 3 & 4 DD Block, Sector – I, Salt Lake, Kolkata 700 064. Tel no:033-23595607/23581202 Fax no:033-23595608 E-mail: hodit.calcutta@ucobank.co.in
7.	Cost of RFP document	₹ 1,000/- in the form of Demand Draft in favour of UCO Bank payable at Kolkata. The DD should be submitted along with the Technical Bid.

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

## 1. INTRODUCTION

UCO Bank having its head office at 10 BTM Sarani, Kolkata 700 001 is one of the leading Public Sector Bank of India having its presence throughout the country with more than 2150 Branches and more than 500 ATMs. The Bank has already achieved 100% CBS status and implemented FINACLE Core Banking Solution in all its branches across the country. The Bank also provides many innovative products and delivery channels like e-Banking, SMS/ mobile Banking etc, to its customers.

The Bank has taken a number of security initiatives including Periodic IS Audits, Disaster Recovery Drills etc. In addition to the above, Bank is in the process of Implementing two factor Authentication (2FA) Service for its Internet Banking customers. These initiatives have served the purpose of maintaining the basic level of security in the Bank. In the light of increasing risks, the Bank seeks to manage risks on a continuous basis and in a more sophisticated, systematic and professional manner. Towards achieving this and to ensure that customer enjoy the complete benefits of the services offered and to protect customers data going to the wrong hands, Bank intends to further strengthen its Information Systems Security by engaging vendors for continuous review, monitoring, management and mitigation of phishing attempts, threats and vulnerabilities.

Against the above backdrop UCO Bank invites Request for Proposal (RFP) from the prospective bidders having proven past experience and competence in the field providing Anti-Phishing Managed Services to safeguard the interests of customers against phishing and other social engineering attacks.

## 2. 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 all or any of the following eligibility criteria are liable to be rejected.**

- Bidder should be in existence in India for minimum of three years as on 31.03.2010
- The bidder submitting the offer should be having a turnover of minimum ₹ Ten Crore & above per year during last three years i.e. 2007-2008, 2008-2009 and 2009-2010. Copies of the last three financial year's audited balance sheets should be submitted along with the offer.
- Bidder should have reported net profit for last 3 financial years (2007-08, 2008-09, 2009-10).
- Bidder should have provided Anti-Phishing Managed Services in atleast one public sector/private sector/Foreign Bank in India during the last three years. The solution offered should be currently running successfully.
- The bidder or its global partner for anti-phishing should own full-fledged Security Operations Center (SOC) in India that is at least 2 years old and

should have active customers for at least last 2 years that are being/ were serviced from this SOC.

- Bidder should have not been black listed at any time by the Central /any of the State Governments in India or any Financial Institutions in India. An undertaking to this effect must be submitted in their letter head.
- Bidders who have an unsatisfactory record in completion of any of earlier contracts with UCO Bank shall not be eligible for participating in this tender.

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

### **3. BROAD SCOPE OF THE WORK**

Based on the contents of the RFP, the selected bidder shall be required to independently arrive at Approach and Methodology, based on globally acceptable standards and best practices, suitable for the Bank, after taking into consideration the effort estimate for completion of the same and the resource and the equipment requirements.

The selected bidder will proactively monitor for any phishing, pharming, spoofing attempts/attacks intended to get access to our Bank customer's bank accounts, passwords and other security informations. Selected bidder will be required to take rapid response to such attempts/attacks, at the same time advising the Bank about the incidence with details.

The bank is envisaging a model in which the selected bidder shall provide remote services from their Security Operations Center (SOC).

#### **Anti-Phishing Services**

Proposed Anti-phishing Managed Services shall cover the following services:

1. Selected Bidder should have 24x7x365 support to protect Banks Internet Banking customers from "Phishing" on Real time basis. Bidder should alert the Bank immediately in the event of Phishing attacks. The selected bidder should respond within 15 min upon detection of phishing attack and should work to shut down/take down the phishing site, anywhere in the world, within reasonable time and submit the report to the Bank.
2. The bidder should ensure bringing down the reactivated phishing site at earliest which was earlier detected as phishing site. If the same site becomes active again within a period of 180 days of its taking down, it should not be treated as a new incident and should be taken down as part of original incident.
3. Alternative response mechanisms other than web site take down to minimize impact of phishing

4. Selected Bidder should have the reach on their own or through official business partnerships to take up closure / mitigatory measures on phishing sites anywhere in the world.
5. Track hosting of phishing sites through digital watermark
6. Monitor web-server referrer logs
7. Monitoring similar domain name registration -: Track new domain name registrations to detect any spoofed or similar site being registered
8. Monitor Spam traps to detect phishing mails
9. Monitor spoofed email ids that may be used for sending emails to the customers of the Bank.
10. Monitor anti-phishing forums
11. Web site analysis to detect phishing sites
12. Selected bidder should benchmark Bank's website (3 sites) and suggest controls required to minimize impact from phishing attacks.
13. Selected bidder should assist the Bank for coordination with law enforcement agencies like CERT-IN, Banking Ombudsman etc.
14. To provide report on phishing trend in India and across the globe.
15. Assistance to bank in identifying customers affected by phishing
16. Monitor Pharming and phishing attempts through Trojans, Malware etc
17. Brand abuse cases
18. Monitoring of compromised servers for forensic information related to Bank's customers till the primary incident is closed.

**Anti Malware services:**

The vendor should provide anti malware services for UCO Bank's websites (three sites) to promptly detect the insertion of malicious codes in Bank's web pages. This will include

1. The Solution should monitor Website for 24x7 basis for any breach of (Confidentiality & Integrity).
2. 24x7 monitoring / scanning of web pages for realtime detection of malware injection. No skipping of page scanning.
3. Solution should support scanning of static as well as dynamic links.
4. Solution should proactively inform Bank about potential threats / vulnerabilities, new threats in circulation.
5. Low gap between the time malware links are introduced and detected.
6. Real-time alert via tel. call / SMS and Email in case of Malicious Mobile Code (MMC) attack / defacement
7. The Solution provider has to also suggest suitable counter measures to safeguard against such threats (MMC and Phishing) and advise /assist to eradicate it on utmost priority.

8. Solution should be independent of application platform.
9. The selected bidder should respond within 30 minutes on blocking/containment/recovery in case of Malware.

#### 4. 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 ₹. 1,000/- (Rupees One Thousand Only) in the form of Demand Draft or Banker's Cheque in favour of UCO BANK, payable at Kolkata.

General Manager (IT)  
 UCO Bank, Head Office-2  
 3 & 4 DD Block, 5<sup>th</sup> Floor  
 Sector-I, Salt Lake  
 Kolkata – 700064  
 Phone no: 033-23340862  
 Fax no: 033-23595608  
 E-Mail: hodit.calcutta@ucobank.co.in

The tender document may also be downloaded from the bank's official website [www.ucobank.com](http://www.ucobank.com). The bidder downloading the tender document from the website is required to submit a non-refundable fee of ₹.1,000/- (Rupees One Thousand) in the form of Demand Draft or Banker's Cheque in favour 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.

#### 4.1 EARNEST MONEY DEPOSIT

The Bidder(s) must submit Earnest Money Deposit in the form of Demand Draft/Pay Order in favour of UCO Bank payable at Kolkata for an amount mentioned hereunder:

Particulars of Job to be undertaken	EMD
Implementation of Anti-Phishing Managed Services	₹. 50,000/-

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. However please note that no interest shall be paid by the Bank for the Earnest Money Deposited with the Bank.

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 security in the form and manner to the satisfaction of UCO BANK within the stipulated time period.

#### **4.2 PERFORMANCE GUARANTEE**

The Bank will require the selected bidder to provide a Performance Bank Guarantee, within 7 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 (TCO), quoted by the bidder. The Performance Guarantee should be valid for a period of 12 months. 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. 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 selected bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.

#### **4.3 CLARIFICATIONS ON AND AMENDMENTS TO RFP DOCUMENT**

Prospective bidders may seek clarification on the RFP document by letter/fax/e-mail till 31/01/2011 at the address mentioned in Document's bid details Table. Further, at least 7 days time prior to the last date for bid-submission, the Bank may, for any reason, whether at its own initiative or in response to clarification(s) sought from prospective bidders, modify the RFP contents by amendment. Clarification /Amendment, if any, will be notified on Bank's website [www.ucobank.com](http://www.ucobank.com)

#### **4.4 SUBMISSION OF OFFER –TWO BID SYSTEM**

Separate Technical and Commercial Bids duly sealed and superscribed "Quotation for Implementation of Anti-Phishing Managed Services – Technical Bid" and "Quotation for Implementation of Anti-Phishing Managed Services — Commercial Bid" shall be submitted as per bid details given in the RFP.

Sealed Separate Envelopes carrying Technical Bid and Commercial Bid should be put in a single sealed outer envelop and superscribed "Quotation for Implementation of Anti-Phishing Managed Services". This single sealed outer envelop should be dropped/submitted on or before the last date and time for submission of Bid Documents given in Bid Detail-Control Sheet Table. Any Bid received by the Bank after deadline for submission of Bids prescribed, will be rejected and returned unopened to the

Bidder.

All envelopes must be superscribed with the following information:

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

**ENVELOPE-I (Technical Offer):**

The Technical Offer should be completed in all respects and contain all information asked for in the exact format 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.

**ENVELOPE-II (Commercial Offer):**

The Commercial Offer 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 & 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 technical & commercial bids then that bid will be rejected summarily.
- If any outer envelop 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 financial bid is not submitted in a separate sealed envelope duly marked as mentioned above, this will constitute grounds for declaring the bid non-responsive.

**4.5 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.

**4.6 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.

## 5. EVALUATION AND COMPARISON OF BIDS

The Bank will open the technical bids, in presence of Bidder's representative(s) (maximum two representatives per bidder) who choose to attend, at the time and date mentioned in Bid document on the date and venue mentioned in page 2. The bidder's representatives who are present shall sign the register evidencing their presence / attendance. In the event of the specified date of bid opening being declared a holiday for Bank, the bids shall be opened at the specified time and place on next working day.

### 5.1 TECHNICAL EVALUATION

- a) The proposals will be evaluated in two stages. In the first stage, i.e. Technical Evaluation, the bidders will be shortlisted, based on the responses given by the bidders in response to RFP. 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.
- 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 explanation.
- d) UCO Bank reserves the right to modify /amend the evaluation process at any time during the bid process, without assigning any reason, whatsoever and without any requirement of intimating the bidders of any such change.
- e) Technical bid evaluation methodology that UCO Bank would adopt is given below:
  - The requirements are given in Annexure –II
  - Marks would be awarded based on the response given by the bidder for the questionnaire given in Annexure-II.
  - 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.
  - The bidders should provide their response ('Y' or 'N')to the questionnaire in the column "Response" in Annexure-II
  - The Response should be as per the table below.

Response	Description
Y	Yes, available
N	No, not available

- 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'.

**Note:** Bidder should take adequate care while marking 'Y' or 'N' and should ensure that more than one response is not given against each sub section. Response given by the bidder should be marked within the concerned row and should not cross over to other rows.

- Basis for evaluation:

Marks will be allotted against each point mentioned in Annexure-IV, Table-1 as per the score mentioned against each point.

The marks allotted to the responses of the bidder after carrying out above step would be reduced to a scale of 1 to 100 as under:

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

The bidder needs to achieve a cut-off score of **65** % marks in order to qualify for the commercial evaluation stage.

## 5.2 COMMERCIAL EVALUATION

Commercial Bids of bidders, who meet all terms and conditions of this RFP/tender and secure Qualifying points in technical evaluation, 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 IV.

**The contract will be awarded only to the successful bidder after final evaluation of commercial bid (will be referred to as L1), as per CVC guidelines.**

## 5.3 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/tenderer.

## 6. CONTRACT PERIOD

The contract period for providing ANTI-PHISHING MANAGED SERVICESs will be for a period of One Year from the date of Agreement. However Bank reserves the right to extend the contract for a further period of one years with the same terms & conditions.

The selected bidder need to execute a **Service Level Agreement (SLA)** with UCO Bank covering the following performance and availability parameters in addition to all other terms and conditions of this RFP:

- 24X7X365 monitoring of phishing attacks
- Alert within 15 minutes of phishing attacks
- Initial response to the incident within 15 minutes with action plan on taking down and other alternative response mechanisms
- Resolution of the incident within 180 minutes.

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 (One Year from the date of Agreement) is liable for rejection.

## **7. SCHEDULE OF IMPLEMENTATION**

The vendor should start providing ANTI-PHISHING MANAGED SERVICES as per the 'Broad scope of work' mentioned herein above within four weeks from the date of award of contract.

## **8. ACCEPTANCE TESTS**

The selected bidder in presence of the Bank authorized officials will conduct acceptance test. No additional charges shall be payable by the Bank for carrying out these acceptance tests.

## **9. AUDIT BY THIRD PARTY**

Bank at its discretion may appoint third party for auditing the activities of on site services and operations of entire services provided to the Bank.

## **10. PAYMENT TERMS**

The invoices will be raised by Service Provider on quarterly basis after completion of each quarter. While raising the quarterly invoices, the take down charges should include only the charges for sites taken down during the invoice period. All claims made by the bidder regarding taking down/ shut down/ blocking of phishing site will have to be backed by documentary evidence establishing the fact that the aforesaid phishing site blocked/taken down is likely to make/ has made phishing attempts against UCO Bank's Internet Banking customers. In case the number of sites taken down doesn't exceed 50 by the end of contract period, the take down charges for the balance sites should be included in the invoice for the fourth quarter. Any dispute regarding the invoice will be communicated to the selected bidder and the payment shall be made after the resolution of dispute.

## **11. PAYING AUTHORITY**

The payments as per the Payment Schedule covered hereinabove shall be paid by this office (DIT, Head Office). However, Payment of the Bills would be payable, on receipt of advice/confirmation for satisfactory delivery/

installation/re-installation, live running and service report from the concerned office where the Services are delivered.

## **12. 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:-

- 12.1 The selected bidder commits a breach of any of the terms and conditions of the bid.
- 12.2 The bidder goes into liquidation, voluntarily or otherwise.
- 12.3 An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- 12.4 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.
- 12.5 If deductions of account of liquidated damages exceeds more than 10% of the total cost of ownership.
- 12.6 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.
- 12.7 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.

## **13. CONSEQUENCES OF TERMINATION**

- 13.1 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 bidder 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 takeover the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.
- 13.2 Nothing herein shall restrict the right of UCO BANK to invoke the

Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to UCO BANK under law or otherwise.

- 13.3 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.

#### **14. LIQUIDATED DAMAGES**

If the selected Bidder fails to complete the due performance of the contract in accordance to the specifications and conditions agreed during the final contract negotiation, the Bank reserves the right either to cancel the contract or to accept performance already made by the bidder. The Bank reserves the right to recover penalty / liquidated damages @ 0.5% of the TCO per week or part thereof, subject to a maximum of 10 % of TCO as Liquidated Damages for non-performance.

Both the above Liquidated Damages are independent of each other and are applicable separately and concurrently. LD is not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the bidder to prove that the delay is attributed to the Bank and Force Majeure. The bidder shall submit the proof authenticated by the bidder and Bank's official that the delay is attributed to the Bank and Force Majeure along with the bills requesting payment.

#### **15. DISPUTE RESOLUTION MECHANISM**

The Bank and the selected Bidder will have to make every effort to resolve amicably by direct informal negotiation between the respective Project managers of the Bank and the selected Bidder, any disagreement or dispute arising between them under or in connection with the Contract.

If, the Bank's Project Manager and the Bidder's Project Manager are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they will have to immediately escalate the dispute to the senior authorized personnel designated by the Bidder and the Bank respectively.

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

All questions, claims, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a Sole Arbitrator acceptable to both parties failing which the

number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the presiding arbitrator. The Arbitration and Reconciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings. The cost and expenses of arbitration proceedings will be paid as determined by The Arbitral Tribunal. However the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission or by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on:

- i. The business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or
- ii. The expiry of five days after posting if sent by registered post with A.D. or
- iii. The business date of receipt, if sent by courier.

This RFP document shall be governed and construed in accordance with the laws of India. Arbitration proceedings shall be held at Kolkata, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

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

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

## **16. JURISDICTION**

The jurisdiction of the courts shall be Kolkata.

## **17. 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.

## **18. 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.

## **19. CANCELLATION OF TENDER PROCESS**

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.

## **20. PUBLICITY**

Any publicity by the 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 bidder shall not make or allow to make a public announcement or media release about any aspect of the contract unless UCO BANK first gives the Vendor its prior written consent.

## **21. 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:

- a. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics
- b. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
- c. 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 survives termination of the contract.

## **22. 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 Vendor 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.

## **23. 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.

## **24. PERIOD OF VALIDITY OF BID**

Bids shall remain valid for 180 (One Hundred 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.

## **25. ADDRESS OF COMMUNICATION**

Offers/bid should be addressed to the address given in page no:2.

## **26. 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.

## **27. 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.

## **28. 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. Technical Offer/Technical bid with Specifications (Annexure –II)
- IV. General Details of the bidder (Annexure –III)
- V. Letter for Authorised representative.
- VI. Letter for acceptance and compliance of all the Terms and Conditions of RFP.
- VII. Valid Pay Order /Bank Draft / Bank Guarantee as EMD.
- VIII. Valid Pay Order /Bank Draft as Bid price if tender document is downloaded from Bank's website.
- IX. Bidder's Financial Details (audited balance sheets etc.) and other supporting documents, as asked in the RFP.
- X. Particulars of the Security Operations Center (SOC) of the bidder/bidder's global partner

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

## **29. FORMAT FOR COMMERCIAL OFFER**

The commercial offer should be quoted in Indian Rupees as per the format given in annexure –IV.

## **30. 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.

## **31. 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.

## **32. 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.

## **33. OWNERSHIP AND RETENTION OF DOCUMENTS**

- UCO BANK shall own the documents, prepared by or for the selected bidder arising out of or in connection with the Contract.
- 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 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.
- The bidder shall not, without the prior written consent of UCO BANK store, copy, distribute or retain any such Documents.
- The bidder shall preserve all documents provided by or originating from UCO BANK and all documents produced by or from or for the bidder in the course of performing the Service(s) in accordance with the legal, statutory, regulatory obligations of UCO BANK in this regard.

(Tender offer forwarding letter)

Tender Reference No.:\_\_\_\_\_

Date: XX . 02 . 2011

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

Dear Sir,

**Sub: Your RFP for “Implementation of Anti-Phishing Managed Services” Ref No. RFP No. DIT/006/80/2010-11 dated 20.01.2011.**

With reference to the above RFP, having examined and understood the instructions including all annexures, terms and conditions forming part of the Bid, we hereby enclose our offer for **Implementation of Anti-Phishing Managed Services** as mentioned in the RFP document forming Technical as well as Commercial Bids being parts of the above referred Bid.

In the event of acceptance of our Technical as well as Commercial Bids by the bank we undertake to commence Implementation of Anti-Phishing Managed Services as per your purchase orders.

In the event of our selection by the bank for undertaking Implementation of Anti-Phishing Managed Services, we will submit a Performance Guarantee for a sum equivalent to 10% of the Total Cost of Ownership (TCO), quoted by us, for a period of one year effective from the month of execution of Service Level Agreement in favour of UCO Bank.

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

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

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

We enclose the following Demand Drafts:

1. DD No. \_\_\_\_ dated \_\_\_\_ for ₹.1,000/- (Rupees One thousand only) as Cost of RFP Document &
2. DD No. \_\_\_\_ dated \_\_\_\_ for ₹.50,000/- (Rupees Fifty thousand only) as EMD .

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

Dated this \_\_\_\_ day of \_2010

Signature: \_\_\_\_\_

(In the Capacity of) \_\_\_\_\_

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

**Technical Offer/Technical bid with Specifications**

S.N.	Particular	Marks	Response
1	Bidder should possess experience in 24x7x365 Phishing monitoring and implementation of real time detection mechanisms and alerts, during the last three years in 3 financial institutions in India, of which one should be a <b>bank in India.</b>		
	i If criteria are met fully.	15	
	ii If the experience during the last three years only in one financial institution which should be a bank in India	9	
	iii Others	0	
2	Bidder should have experience in taking down Phishing sites anywhere in the world, during the last three years in 3 financial institutions in India, of which one should be a <b>bank in India.</b>		
	i If criteria are met fully.	15	
	ii If the experience during the last three years only in one financial institution which should be a bank in India	9	
	iii Others	0	
3	Should possess experience in implementation of referrer log analysis of web server, monitoring similar domain name registration and monitoring spam traps for detecting phishing mails, during the last three years in 3 financial institutions in India, of which one should be a bank in India.		
	i If criteria are met fully.	10	

	ii	If the experience during the last three years only in one financial institution which should be a bank in India	6	
	iii	Others	0	
4	Bidder should have experience in implementation of alternative response mechanisms other than taking down of phishing sites to minimize impact of phishing, during the last three years in 3 financial institutions in India, of which one should be a <b>bank in India.</b>			
	i	If criteria are met fully.	10	
	ii	If the experience during the last three years only in one financial institution which should be a bank in India	6	
	iii	Others	0	
5	Bidder should possess experience in website analysis to detect phishing sites and blocking of phishing sites in Internet Explorer or Firefox, during the last three years in 3 financial institutions in India, of which one should be a <b>bank in India.</b>			
	i	If criteria are met fully.	10	
	ii	If the experience during the last three years only in one financial institution which should be a bank in India	6	
	iii	Others	0	
6	Bidder should possess experience in providing assistance for identification of phishing affected customers and assistance for coordination with law enforcement agencies, CERTIn etc., during the last three years in 3 financial institutions in India, of which one should be a <b>bank in India.</b>			
	i	If criteria are met fully.	5	

	ii	If the experience during the last three years only in one financial institution which should be a bank in India	3	
	iii	Others	0	
7	Bidder should possess experience in benchmarking of internet banking websites and suggest controls to minimize impact of phishing attacks, during the last three years in 3 financial institutions in India, of which one should be a bank in India.			
	i	If criteria are met fully.	10	
	ii	If the experience during the last three years only in one financial institution which should be a bank in India	6	
	iii	Others	0	
8	Engagement Manager should have handled such projects in the Company for at least 2 years.			
	i	If criteria are met fully.	5	
	ii	Others	0	
9	Overall person responsible should have handled such projects in Company for at least 2 years.			
	i	If the criteria is met fully.	5	
	ii	Others	0	
10	Proposed team should have experience in executing similar projects in Financial Institutions in India out of which at least one should be a bank in India.			
	i	If the criteria is met fully.	5	
	ii	Others	0	
11	Demonstration of in-depth understanding of the Bank's project requirements through the technical proposal			

	i	Subjective Evaluation	5	
12		Technical Proposal with detailed broken-down activities to be performed, effort estimation, manpower to be deployed.		
	i	Subjective Evaluation- Best detailing and a schedule for involvement through the life-cycle of the project will earn maximum credit	2	

Note:

Financial Institutions exclude RRBs and Cooperative Banks.

**Place.**

**Date.**

**AUTHORISED SIGNATORY**

**Name:**

**Designation.**

**General Details of the Bidder**

**A. PROFILE OF BIDDER**

1. NAME OF BIDDER:

2. Location

Regd. Office:

Controlling Office:

3. CONSTITUTION

4. DATE OF INCORPORATION & DATE OF COMMENCEMENT OF BUSINESS:

5. MAJOR CHANGE IN MANAGEMENT IN LAST THREE YEARS

6. NAMES OF BANKER / S

**B. FINANCIAL POSITION OF BIDDER FOR THE LAST THREE FINANCIAL YEARS**

	2007-08	2008-09	2009-10
Paid up capital			
Tangible Net Worth (excluding revaluation reserve)			
Total Outside Liabilities/Tangible Net Worth			
Net Sales of the Company as a whole.			
Out of the above Net Sales, Net Sales from services			
Gross Profit			
Net Profit (Profit After Tax)			
<i>Summary of Financial Position and working results</i>			
Growth in Operations (%)			
Growth in profitability (%)			

**N.B. Enclose copies of Audited Balance Sheets along with enclosures**

**C. Proposed Service details in brief**

- **Description of service :**
- **Details of similar service provided to banks in India specifying the number of Banks and branches**
  - In PSU banks
  - In non-PSU banks

**Details of Experience in Providing Anti-Phishing Managed Services**

(i)

PSU		
Name of Bank	Period	
	From	To

(ii)

Non-PSU		
Name of Bank	Period	
	From	To

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

Place.

Date.

**AUTHORISED SIGNATORY**

**Name :**

**Designation.**

**Commercial Bid**

S.N.	Major Activities	Amount Per Annum exclusive of all taxes (in ₹) (A)	Taxes at present rate (in ₹) (B)	Total Cost (in ₹) C=(A+B)
1	24x7x365 Phishing monitoring			
2	Implementation of real time phishing detection mechanisms and alerts			
3	Taking down charges for a block of 50 sites per annum (If the number of phishing sites to be taken down in 12 months exceeds the block of 50, such sites in excess of the block of 50 should be taken down on per site basis and at the same per site rate that works out from the rate quoted for block of 50 take downs. If the same site becomes active again within a period of 180 days of its taking down, it should not be treated as a new incident and should be taken down as part original incident.)			
4	Implementation of tools for referrer log analysis of web server			
5	Monitoring similar domain name registration			
6	Monitoring spam traps to detect phishing mails			
7	Web site analysis to detect phishing sites			
8	Alternative response mechanisms other than web site take down to minimize impact of phishing			
9	Assistance to bank in identifying customers affected by phishing and for coordination with law enforcement agencies, CERT-In etc.			

10	Benchmarking of bank's internet banking site and suggest controls required to minimize impact from phishing attacks			
11	Anti malware services for UCO Bank's websites (3 sites)			
<b>Total cost of Ownership (TCO) (Inclusive of all the Taxes)</b>				
<b>(Amount quoted in figures)</b>				
<b>Total cost of Ownership (TCO) (Inclusive of all the Taxes)</b>				
<b>(Amount quoted in words)</b>				

**Place.**

**Date.**

**AUTHORISED SIGNATORY**

**Name:**

**Designation.**

**Notes**

1. Respondents should give the quote for a block of 50 take downs per annum. If the number of phishing sites to be taken down exceeds the block of 50, such sites in excess of the block of 50 should be taken down on per site basis and at the same per site rate that works out from the rate quoted for block of 50 take downs.
2. Bidders to strictly quote in the format and for periods as mentioned above.
3. No counter condition/assumption in response to commercial bid will be accepted. Bank has a right to reject such bid
4. UCO bank reserves the right to add more websites of the Bank during the contract period at the same rate quoted by the bidder for "Anti malware services"
5. The selected Bidder has to keep the finalized price valid during the contract period. There should not be any escalation due to fluctuation in taxes, foreign currency or change in duty structure or for any other reasons. However, impact of fall in prices, taxes, duties or any other external factors like downward movement of foreign exchange rates etc. would be passed on to The Bank suo moto.

**Format for Bank Guarantee**

To

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

Dear Sirs,

In response to your invitation to respond to your RFP for selection of service provider for IMPLEMENTATION OF ANTI-PHISHING MANAGED SERVICES Services, M/s \_\_\_\_\_ having their registered office at \_\_\_\_\_ (hereinafter called the 'Vendor') wish to respond to the said Request for Proposal (RFP) and submit the proposal for Implementation of Anti-Phishing Managed Services and to provide related services as listed in the RFP document.

Whereas the 'Vendor' has submitted the proposal in response to RFP, we, the \_\_\_\_\_ Bank having our head office \_\_\_\_\_ hereby irrevocably guarantee an amount of ₹. 50,000/- (Rupees Fifty Thousand only) as bid security as required to be submitted by the 'Vendor' 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 Vendor withdraws his proposal during the period of the proposal validity; or
2. If the Vendor, 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 Fifty Thousand only 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 vendor.

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed ₹.50,000/- (Rupees Fifty Thousand 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 \_\_\_\_\_.