

Request for Proposal (RFP)
For
Selection of Vendor for Implementation of National
Electronic Toll Collection (NETC) as an Issuer under OPEX
Model for issuance of FASTag (Re-tendering)



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

RFP Ref. No: DIT/BPR & BTD/OA/130/2020-21 Date: 30.04.2020

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

This document is prepared by UCO Bank for its requirement for RFP for selection of vendor for Implementation of National Electronic Toll Collection (NETC) as an Issuer under OPEX model for issuance of FASTag. It should not be reused or copied or used either partially or fully in any form.

Disclaimer

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

CONTENTS

PART – I	9
1. INTRODUCTION.....	9
2. OVERVIEW	9
3. ELIGIBILITY CRITERIA	9
PART – II: INVITATION FOR BIDS AND INSTRUCTIONS TO BIDDERS	13
1. INVITATION FOR BIDS.....	13
2. DUE DILIGENCE.....	13
3. TENDER DOCUMENT AND FEE	13
4. EARNEST MONEY DEPOSIT.....	14
5. REJECTION OF THE BID	15
6. PRE-BID MEETNG	15
7. MODIFICATION AND WITHDRAWAL OF BIDS.....	16
8. INFORMATION PROVIDED	16
9. CLARIFICATION OF OFFER	16
10. LATE BIDS.....	16
11. ISSUE OF CORRIGENDUM	16
12. FOR RESPONDENT ONLY	16
13. DISCLAIMER	17
14. SELECTION PROCESS	17
15. MSME.....	17
16. COSTS BORNE BY RESPONDENTS.....	18
17. NO LEGAL RELATIONSHIP	18

18.	CANCELLATION OF TENDER PROCESS	18
19.	CORRUPT AND FRAUDULENT PRACTICES.....	18
20.	NON-TRANSFERRABLE OFFER	19
21.	ADDRESS FOR COMMUNICATION	19
22.	PERIOD OF BID VALIDITY	19
23.	NO COMMITMENT TO ACCEPT LOWEST OR ANY BID.....	19
24.	SIGNING OF THE BID	20
25.	OTHER TERMS AND CONDITIONS	20
26.	ERRORS AND OMISSIONS.....	20
27.	ACCEPTANCE OF TERMS.....	21
28.	RFP RESPONSE.....	21
29.	RFP RESPONSE VALIDITY PERIOD	21
30.	NOTIFICATION	21
31.	ERASURES OR ALTERATIONS	21
32.	CLARIFICATIONS ON AND AMENDMENTS TO THE RFP DOCUMENT	21
33.	LANGUAGE OF BIDS	22
34.	AUTHORIZED SIGNATORY	22
35.	SUBMISSION OF OFFER – THREE BID SYSTEM	22
36.	ADOPTION OF INTEGRITY PACT	24
	PART – III: BID OPENING AND EVALUATION CRITERIA	26
	PART – IV :SCOPE OF WORK.....	30
	PART – V	38
1.	ORDER DETAILS	38

2.	SCHEDULE OF IMPLEMENTATION	38
3.	SCHEDULE OF DELIVERY OF FASTAGS	38
4.	PRELIMINARY SCRUTINY	38
5.	SINGLE POINT OF CONTACT	38
6.	INSTALLATION, CERTIFICATION AND COMMISSIONING	38
7.	RIGHT TO ALTER QUANTITIES.....	39
8.	PERFORMANCE BANK GUARANTEE.....	39
9.	TAXES.....	39
10.	CONFIDENTIALITY AND SECRECY	39
11.	AWARD OF CONTRACT	42
12.	PRICE VALIDITY	42
13.	TERMS OF PAYMENT.....	42
14.	PAYING AUTHORITY	43
15.	CANCELLATION OF CONTRACT & REALIZATION OF COMPENSATION	43
16.	NOTICES	44
17.	COMPLIANCE WITH LAWS.....	44
18.	UPTIME.....	45
19.	PENALTY	46
20.	LIQUIDATED DAMAGE	47
21.	FORCE MAJEURE	47
22.	CONTRACT PERIOD	48
23.	COMPLETENESS OF THE PROJECT.....	48
24.	ACCEPTANCE TESTING	48

25. ORDER CANCELLATION	49
26. INDEMNITY.....	49
27. PUBLICITY	50
28. PRIVACY AND SECURITY SAFEGUARDS	50
29. TECHNOLOGICAL ADVANCEMENTS.....	50
30. EXIT OPTION AND CONTRACT RE-NEGOTIATION.....	50
31. TERMINATION FOR CONVENIENCE	51
32. CONSEQUENCES OF TERMINATION	52
33. SIGNING OF CONTRACT	52
34. TECHNICAL INSPECTION AND PERFORMANCE EVALUATION.....	53
35. VERIFICATION	53
36. TERMINATION	53
37. COMPLIANCE WITH APPLICABLE LAWS OF INDIA	54
38. TERMINATION FOR INSOLVENCY	55
39. TERMINATION FOR DEFAULT	55
40. DISPUTE RESOLUTION MECHANISM	55
41. ARBITRATION	56
42. APPLICABLE LAW AND JURISDICTION OF COURT.....	57
43. INTELLECTUAL RIGHT OF PROPERTY	57
44. LIMITATION OF LIABILITY	57
ANNEXURE – A : TENDER OFFER FORWARDING LETTER	58
ANNEXURE – B : GENERAL DETAIL OF THE BIDDER.....	59
ANNEXURE – C : (I) MAF	60

ANNEXURE – C : (II) OSD	61
ANNEXURE – D : EMD	62
ANNEXURE – E : PBG	64
ANNEXURE – F : UNDERTAKING BY BIDDER	67
ANNEXURE – G : UNDERTAKING FOR NON-BLACKLISTING	68
ANNEXURE – H : UNDERTAKING TO ABIDE BY ALL BY-LAWS/RULES/REGULATIONS	69
ANNEXURE – I : UNDERTAKING FOR MINIMUM WAGES ACT & LABOUR LAWS	70
ANNEXURE – J : UNDERTAKING FOR GST LAW	71
ANNEXURE – K : UNDERTAKING FOR PRICE VALIDITY	72
ANNEXURE – L : UNDERTAKING FOR NO-DEVIATION.....	73
ANNEXURE – M : CERTIFICATE FROM CA	74
ANNEXURE – N : UNDERTAKING FOR PRE-BID QUERIES FORMAT	75
ANNEXURE – O : PRE-CONTRACT INTEGRITY PACT.....	76
ANNEXURE – P : NDA	82
ANNEXURE – Q : ELIGIBILITY COMPLIANCE	88
ANNEXURE – R : (I) TECHNICAL-FUNCTIONAL SPECIFICATIONS	92
ANNEXURE – R : (II) SCOPE OF WORK COMPLIANCE	94
ANNEXURE – S : MASKED COMMERCIAL BID	101
ANNEXURE – T : COMMERCIAL BID	103
ANNEXURE – U : DEED OF INDEMNITY	105
ANNEXURE – V : ESCALATION MATRIX	108

Bid Control Sheet

Tender Reference	RFP Ref No: DIT/BPR&BTD/OA/130/2019-20 Date: 30/04/2020
Cost of Tender documents	Rs. 10,000/- (Rupees Ten Thousand Only)
Date of issue of RFP	30/04/2020
Earnest Money Deposit (EMD)	Rs. 2,00,000/- (Rupees Two Lakh only)
Date of commencement of sale of tender document	30/04/2020
Last date for submitting queries for the Pre-bid Meeting	26/05/2020
Pre-Bid meeting /Venue	27/05/2020 at 12:30 A.M. at Head Office-2 Department of Information Technology 5th Floor, Conference Room, 3 & 4 DD Block, Sector -1, Salt Lake, Kolkata-700 064
Last Date and Time for receipts of tender bids	10/06/2020 at 04:00 PM
Opening of technical bids	10/06/2020 at 04:30 PM
Opening of Price Bid	Will be informed subsequently to technically qualified bidders.
Address of Communication	Head Office-2 Department of Information Technology 7th Floor, 3 & 4 DD Block, Sector -1 Salt Lake, Kolkata – 700 064.
Email address	hodit.proc@ucobank.co.in
Bids to be submitted	Tender box placed at: UCO BANK, Head Office-2, Department of Information Technology, 5th Floor, 3 & 4, DD Block, Sector – 1, Salt Lake, Kolkata – 700 064.

Note: Bids will be opened in presence of the bidders' representatives (maximum two representatives per bidder) who choose to attend. In case the specified date of submission & opening of Bids is declared a holiday in West Bengal under the NI act, the bids will be received till the specified time on next working day and will be opened at 04:30 PM. UCO Bank is not responsible for non-receipt of responses to RFP within the specified date and time due to any reason including postal holidays or delays. Any bid received after specified date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the specified date & time for submission of bids. No bidder shall be allowed to withdraw the bid.

Part – I

1. Introduction

UCO Bank, a body corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 10, B.T.M. Sarani, Kolkata-700001, India, and its Department of Information Technology at 3 & 4, DD Block, Sector – 1, Salt Lake, Kolkata – 700064, hereinafter called “the Bank”, is one of the leading public sector Banks in India having more than 3000+ Domestic Branches, four Overseas Branches two each at Singapore & Hong Kong Centres and 2500+ ATMs (including Biometric enabled ATMs), spread all over the country. All the branches of the Bank are CBS enabled through Finacle (Ver. 7.0.25) as a Core Banking Solution. Bank is having tie up with Visa & NPCI and distributes VISA and RuPay enabled debit cards to the customers. Bank has also installed some machines for cash deposit, cheque deposit and passbook printing. The existing Cash Deposit kiosks, Cheque Deposit Machines and Self-Service Passbook Printing Kiosks are directly integrated with Bank's Core Banking System.

2. Overview

UCO Bank intends to engage a vendor through the RFP Process who has the experience, capability and expertise to provide Bank the end to end NETC Issuer solution including the supply, personalization & support of the RFID based FASTags of approved quality (The FASTag provider must be an enlisted FASTag provider from competent authority) & marketing of the same. The selected bidder must provide Issuer Host Solution, necessary infrastructure & operations including settlements, reconciliation, dispute management and a 24X7 helpdesk service adhering Bank's requirement under OPEX model. Bank may allow selected bidder to handle the marketing part as an optional item. The marketing includes issuance of FASTags to the appropriate vehicle owners, corporate customers, etc. providing top Up facility, designing the solutions on sales outlets across the country adhering to Bank's requirement outlined in this RFP.

NETC would enable the plaza to electronically collect the toll from the vehicles in motion while passing through the plaza. The technology standard stipulated by the Government of India for NETC is FASTags based confirming to **RBI/NPCI/NHAI** standards. The key requirements for NETC system are to provide an integrated solution that can work throughout the country. The selected bidder is to adhere the guidelines issued by the regulatory body from time to time.

3. Eligibility Criteria

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

Sl. No.	Criteria	Proof of documents to be submitted
1	<p>Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956 / 2013 for the last 3 years as on the date of issuance of RFP.</p> <p>In case, bidder is a MSME company or a start up, then "The bidder should be recognized by Department for Promotion of industry and internal trade (DPIIT) or registered as MSME Entrepreneur, & still categorized as MSME as on the date of submission of RFP."</p>	<p>Certificate of Incorporation, PAN, TAN, GSTIN Certificate and any other tax related document, if applicable.</p> <p>Registration certificate issued by / from DIC, KVIC, DIHH, UAA or any other body specified by Ministry of MSME, relevant certificate issued by (Department for Promotion of industry and internal trade (DPIIT)).</p>
2	<p>The bidder should be an OEM / OSD or their authorized representative in India. In case of the OEM / OSD is participating in the tendering process directly, authorized representative of that OEM/OSD will not be permitted to participate in the same tendering process.</p>	<p>Undertaking / Power of Attorney (PoA) from the OEM / OSD mentioning a clause that OEM / OSD will provide support services during warranty period if the bidder authorized by them fails to perform.</p> <p>In case of an authorized representative, a letter of authorization (MAF) / OSD Authorization Form from original manufacturer / solution developer must be furnished in original duly signed & stamped (As per Annexure – C).</p>
3	<p>The bidder should have positive net worth for each of the last three financial years i.e., 2016-2017, 2017-2018 & 2018-2019.</p>	<p>Copy of the audited balance sheet, certificate from the Chartered Accountant (in case of Provisional Balance Sheet) of the company showing profit, net-worth and turnover of the company for the last three consecutive financial years i.e. 2016-2017, 2017-2018 and 2018-2019.</p>
4	<p>The bidder should have a minimum annual turnover of ₹ 5 Crores per year during the last three financial years i.e. 2016-2017, 2017-2018 & 2018-2019. This must be the individual Company's turnover and not that of any group of Companies.</p>	
5	<p>The bidder or OEM/OSD should have implemented/under implementation</p>	<p>Documentary evidence with relevant copies of Purchase</p>

	the proposed issuer host solution in any Public Sector Bank / Govt. Organization / Commercial Bank / RRBs / BFSI in India as on the date of issuance of RFP.	Order along with Client Certificate/Certificate of Satisfactory Working / Completion Certificate / Installation Report / Project Sign-Offs where the proposed solution should be implemented/under implementation in India including names of clients with Phone nos., and Fax numbers, E-Mail IDs, etc.
6	The OEM / OSD products offered in this RFP have been deployed/under-deployment in at least one Public Sector Bank / Govt. Organization / Commercial Bank / RRBs / BFSI with a minimum quantity of 10,000 FASTags in last two years in India as on the date of issuance of RFP.	Documentary evidence with relevant copies of Purchase Order along with Client Certificate/Certificate of Satisfactory Working / Completion Certificate / Installation Report / Project Sign-Offs in the last two years including names of clients with Phone nos., E-Mail IDs, etc.
7	The service provider should have its presence across the country either its own office or it should have tie-up arrangement with other agencies for support & marketing.	The detailed list of the office addresses along with contact details to be submitted on company letter head. Self-declaration regarding tie-up arrangement in case the service provider is not having its presence to be submitted.
8	The NETC solution offered should be in compliance with all listed guidelines issued by RBI, NPCI and IHMCL/NHAI/BANK etc. from time to time.	A self-declaration to this effect is to be submitted by the OEM on company's letter head.
9	The Bidder should own or have the software rights of the NETC solution, If not, the Bidder should have in place proper tie-ups, commercial agreements, authorized implementation partnership for deployment / resale / customization of software with the product OSD whose software products are offered.	Self-Declaration from the Bidder and an authorization letter from manufacturer (OEM) to this effect giving mandate to participate in this RFP. Self-declaration should also specify that the bidder would be solely responsible for designing, procuring and delivering the entire solution.

10	Bidder should not have been debarred / black-listed by any Bank or RBI or any other regulatory authority or Financial Institution in India as on date of submission of RFP.	Self-declaration to that on company letter head.
11	Bidder should submit an Undertaking regarding compliance of all Laws, Rules, Regulations, By-Laws, Guidelines, Notifications, etc.	Documentary evidence as per Annexure – H.
12	The service provider should ensure that there are no proceedings / inquiries / investigations have commenced / pending against service provider by any statutory or regulatory agencies or any other for which performance under the contract will/may get adversely affected/affected.	Declaration in the letterhead of the service provider's company to that effect.

Note: In this tender process authorized representative / distributor / dealer in India on behalf of Principal OEM (Original Equipment Manufacturer) or Principal OEM itself can bid but both cannot bid for the same tender. In such case only the OEM bid will be accepted. If an agent / distributor submits bid on behalf of the Principal OEM, the same agent / distributor shall not submit a bid on behalf of another Principal OEM in the same tender for the same item or product.

The service provider must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Documentary Evidence for compliance to each of the eligibility criteria must be enclosed along with the bid together with references. Undertaking for subsequent submission of any of the required document will not be entertained under any circumstances. However, UCO BANK reserves the right to seek clarifications on the documents submitted. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the service provider.

PART – II: INVITATION FOR BIDS AND INSTRUCTIONS TO BIDDERS

1. INVITATION FOR BIDS

This Request for Proposal (RFP) is to invite proposals from eligible bidders desirous of taking up the project for end to end solution for RFP for selection of vendor for Implementation of National Electronic Toll Collection (NETC) as an Issuer under OPEX model for issuance of FASTag (Re-tendering). Sealed offers / Bids (Bid) prepared in accordance with this RFP should be submitted as per details given in the Bid Control sheet. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at the Bank's discretion.

2. DUE DILIGENCE

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

3. TENDER DOCUMENT AND FEE

A complete set of tender document for **RFP for selection of vendor for Implementation of National Electronic Toll Collection (NETC) as an Issuer under OPEX model for issuance of FASTag (Re-tendering)** can be obtained from the following address during office hours on all working days on submission of a written application. The tender document may also be downloaded from the bank's official website www.ucobank.com. The bidder participating in the RFP is required to submit a non-refundable fee of **Rs. 10,000/- (Rupees Ten Thousand Only)** in the form of Demand Draft or Banker's Cheque or NEFT in favor of UCO BANK, payable at Kolkata, at the time of submission of the technical bid, failing which the bid of the concerned bidder will be rejected. The bidder has to provide the Bank with the UTR no. generated after the NEFT (hard copy of the receipt generated should be submitted along with the bid documents, failing which the bid of the concerned bidder will not be accepted.

The details of the Bank account for submission of Tender Fee are given below:

- **Account Number – 18700210000755**
- **Account Name – M/s H O DIT**
- **Type of Account – Current**
- **Branch – DD Block, Salt Lake branch**
- **IFSC- UCBA0001870**

4. EARNEST MONEY DEPOSIT

The Bidder(s) must submit Earnest Money Deposit in the form of Bank Guarantee valid for a period of 6 months together with a claim period of 30 days in favor of UCO Bank payable at Kolkata for the amount mentioned below:

Particulars of Job to be undertaken	EMD
RFP for selection of vendor for Implementation of National Electronic Toll Collection (NETC) as an Issuer under OPEX model for issuance of FASTag (Re-tendering)	Rs. 2,00,000/-

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 without any interest thereon. The EMD of successful bidder(s) will be returned to them on submission of Performance Bank Guarantee (s) either at the time of or before the execution of Service Level Agreement (SLA).

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

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

The Earnest Money Deposit will not bear any interest and this amount shall be forfeited in the event of any evasion, avoidance, refusal or delay on the part of bidder to sign and execute the Purchase Order / Service Level Agreements or any other documents, as may be required by the Bank, if the bid is accepted.

In case of bidders being an MSME under registration of any scheme of Ministry of MSME, they are exempted from the submission of EMD and the Tender Cost / Fee. A valid certificate in this regard issued by the Ministry of MSME has to be submitted.

UCO BANK reserves the right to accept or reject in part or full any or all offers without assigning any reason thereof and without any cost or compensation therefor. 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 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.

5. REJECTION OF THE BID

The Bid is liable to be rejected if:

- a. The document doesn't bear signature and stamp of the authorized person on each page of the bid.
- b. It is received through E-mail.
- c. It is received after expiry of the due date and time stipulated for bid submission.
- d. Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids/ deviation of terms & conditions or scope of work/ incorrect information in bid / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP) are liable for rejection.
- e. Bidder should comply with all the points mentioned in the RFP. Non-compliance of any point will lead to rejection of the bid.
- f. Any form of canvassing/lobbying/influence/query regarding short listing, status etc., will not be entertained and could be a reason for disqualification.
- g. Non-submission of Pre Contract Integrity Pact as per the format given in Annexure – O.

6. PRE-BID MEETING

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

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

7. MODIFICATION AND WITHDRAWAL OF BIDS

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

8. INFORMATION PROVIDED

The RFP document contains statements derived from information that is believed to be reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services. Neither Bank nor any of its employees, agents, contractors, or advisers give any representation or warranty, express or implied as to the accuracy or completeness of any information or statement given or made in this RFP document.

9. Clarification of Offer

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. The request for clarification from any of the bidders by the Bank does not indicate any commitment on the bid being acceptable by the Bank.

10. LATE BIDS

Any bid received by the Bank after the deadline (Date and Time mentioned in Bid Details table / Pre Bid / subsequent addenda / corrigenda) for submission of bids will be rejected and / or returned unopened to the bidder.

11. ISSUE OF CORRIGENDUM

At any time prior to the last date of receipt of bids, Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by a Corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP and all bidders are required to comply with such corrigendum.

12. FOR RESPONDENT ONLY

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

13. DISCLAIMER

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

14. SELECTION PROCESS

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

15. MSME

As per recommendations of GOI, Bank has decided to waive off EMD and tender cost for MSME entrepreneurs.

- i. Exemption from submission of EMD and Tender Fee / Cost shall be given to bidders who are Micro, Small & Medium Enterprises (MSME) and registered under provisions of the Policy i.e. registration with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME. Bids received without EMD and tender cost from bidders not having valid NSIC registered documents for exemption will not be considered.
- ii. To qualify for EMD & Tender Fee / Cost exemption, Concerns recognized by **Department of Industrial Policy & Promotion (DIPP)** and MSME registered firms should necessarily enclose a valid copy of registration certificate/relevant certificate which is valid on last date of submission of the tender documents. MSME firms who are in the process of obtaining registration will not be considered for EMD & Tender Fee / Cost exemption. (Traders are excluded who are engaged in trading activity without value addition / branding / packing. In such a case they will have to submit EMD and Tender Cost).
- iii. MSME bidder has to submit a self-declaration accepting that if they are awarded the contract and they fail to sign the contract or to submit a Performance Bank Guarantee before the deadline defined by the Bank, they will be suspended for a period of three years from being eligible to submit bids for contracts with the Bank.

- iv. An MSE unit will not get any purchase preference over any other MSE unit.
- v. Bids received without EMD for bidders not having valid NSIC/DIPP registered documents for exemption will not be considered. However, Performance Bank Guarantee has to be submitted by the bidder under any circumstance.

16. COSTS BORNE BY RESPONDENTS

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

17. NO LEGAL RELATIONSHIP

There will be no binding legal relationship between any of the Recipients / Respondents and the Bank until the execution of a contractual agreement.

18. CANCELLATION OF TENDER PROCESS

- a. UCO Bank reserves the right to cancel the tender process partly or fully at its sole discretion at any stage without assigning any reason or informing any of the participating bidder.
- b. The bidder shall indemnify UCO Bank and keep indemnified against any loss or damage that UCO Bank may sustain on account of any violation of patents, trademark etc., by the vendor in respect of the products supplied and/or services offered.

19. CORRUPT AND FRAUDULENT PRACTICES

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

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

AND

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

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

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

20. NON-TRANSFERRABLE 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. The purchase order issued to the successful bidder is also not-transferable.

21. ADDRESS For COMMUNICATION

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

22. PERIOD OF BID VALIDITY

Bids shall remain valid for 180 (One Hundred and Eighty) days after the date of opening of bids 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.

23. NO COMMITMENT TO ACCEPT LOWEST OR ANY BID

UCO Bank shall be under no obligation to accept the lowest or any other offer received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. UCO Bank reserves the right to make any changes in the terms and conditions of purchase. UCO Bank will not be obliged to meet and have discussions with any vendor, and or to consider any representations.

24. Signing of the Bid

The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested and stamped. In the case of a body corporate, the bid shall be signed by the person duly authorized by the Board of Directors / Competent Authority of the bidder or one having the Power of Attorney to sign being supported by internal corporate authorizations. **Power of Attorney (POA) / Authorization letter in this regard should be enclosed along with the bid document.**

25. OTHER TERMS AND CONDITIONS

- a. Cost of preparation and submission of bid document:** 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.
- b.** The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes if any, at any time prior to completion of evaluation of technical / eligibility bids from the participating bidders. The Bank reserves its right to negotiate with any or all bidders. The Bank reserves the right to accept any bid in whole or in part.
- c.** The Bank reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to the bidder. The Bank further reserves the right to reject any or all offers or cancel the whole tendering process due to change in its business requirement.
- d. Response of the Bid:** The Bidder should comply all the terms and conditions of RFP.
- e.** The bidder is solely responsible for any legal obligation related to licenses during contract period for the solution proposed and Bidder shall give indemnity to that effect.
- f.** 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.

26. ERRORS AND OMISSIONS

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

27. ACCEPTANCE OF TERMS

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

28. RFP RESPONSE

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

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

29. RFP RESPONSE VALIDITY PERIOD

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

30. NOTIFICATION

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

31. 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.

32. Clarifications on and Amendments to the RFP Document

Prospective bidders may seek clarification on the RFP document by letter/fax/e-mail till the date mentioned in the bid control sheet. 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 and will be binding on the bidders.

33. LANGUAGE OF BIDS

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.

34. Authorized Signatory

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 person who is duly authorized by the Board of Directors / Competent Authority of the bidder or having Power of Attorney.

The selected bidder shall indicate the authorized signatories who can discuss, sign negotiate, correspond and any other required formalities with the bank, with regard to the obligations. The selected bidder shall submit, a certified copy of the resolution of their Board certified by Company Secretary along with Power of Attorney duly stamped, authorizing an official or officials of the company to discuss, sign with the Bank, raise invoice and accept payments and also to correspond.

35. SUBMISSION OF OFFER – THREE BID SYSTEM

UCO Bank will follow Three Bid System i.e., Separate Eligibility Bid – containing Eligibility Information, Tender Fee, Earnest Money Deposit in the form of Bank Guarantee OR certificate from Ministry of MSME/DIPP (wherever required) and Pre Contract Integrity Pact (as per Annexure – O), Technical Bid – containing Technical Information and Commercial Bid – containing Price Information along with the soft copies duly sealed and super-scribed as –

- RFP for selection of vendor for Implementation of National Electronic Toll Collection (NETC) as an Issuer under OPEX model for issuance of FASTag (Re-tendering) (Eligibility Bid)
- RFP for selection of vendor for Implementation of National Electronic Toll Collection (NETC) as an Issuer under OPEX model for issuance of FASTag (Re-tendering) (Technical Bid)
- RFP for selection of vendor for Implementation of National Electronic Toll Collection (NETC) as an Issuer under OPEX model for issuance of FASTag (Re-tendering) (Commercial Bid), as per the format prescribed in Annexures respectively should be put in a single sealed outer cover duly sealed and super-scribed as – RFP for selection of vendor for Implementation of National Electronic Toll Collection (NETC) as an Issuer under OPEX model for issuance of FASTag (Re-tendering) as per the bid details given in the RFP.

Eligibility evaluation would be completed first followed by Technical & Functional evaluation. Thereafter, Price Information (Commercial Bid) of the eligible & technically qualified bidders will be opened and Lowest Bidder (L1) will be selected based on the Total Amount quoted in the commercial bid. The bids (along with soft copy preferably

in non-optical drives) shall be dropped/submitted at UCO Bank's address given in Bid Control Sheet Table, on or before the date specified therein.

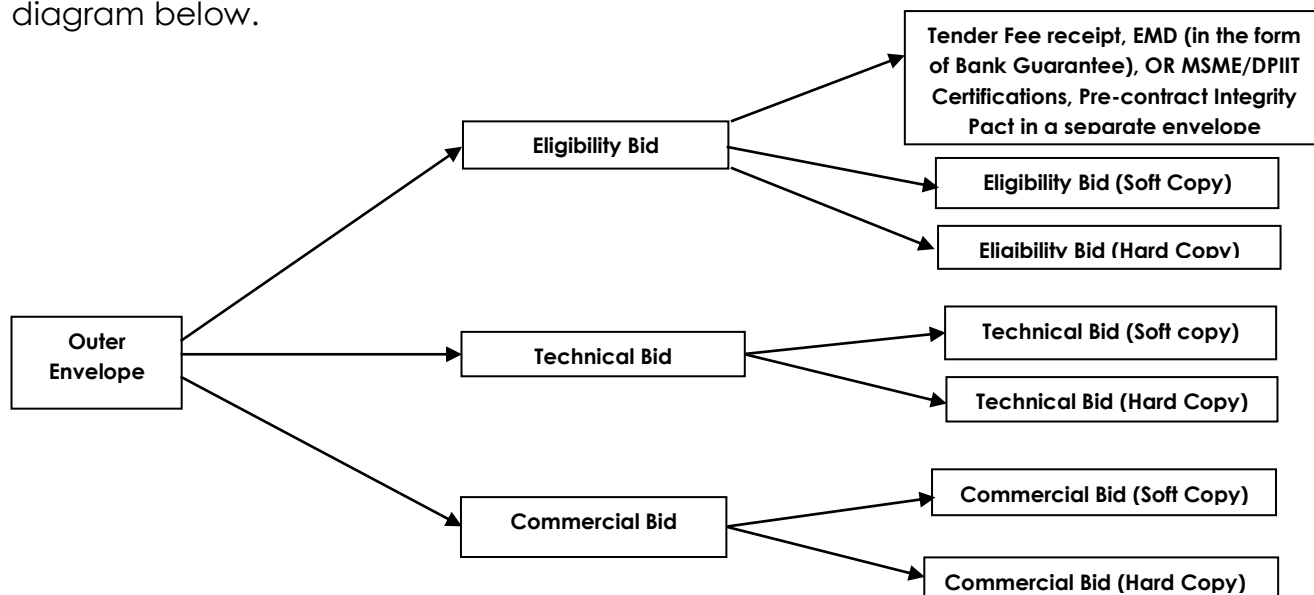
All envelopes must be super-scribed with the following information:

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

The Eligibility and Technical Offers 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 along with the Tender Fee, Earnest Money Deposit in the form of Bank Guarantee and the Pre Contract Integrity Pact on a non-judicial stamp paper of requisite value (**as per Annexure – O**). Tender Offer forwarding letter prescribed in **Annexure – A** should be submitted with the Eligibility / Technical Offer. The Eligibility and Technical offers must not contain any price information. UCO BANK, at its sole discretion, may not evaluate Eligibility or Technical Offer in case of non-submission or partial submission of eligibility or technical details. Any decision of UCO BANK in this regard shall be final, conclusive and binding on the bidder. The Technical bid should have **documentary proof in support of Eligibility Criteria and Annexures**.

The entire RFP, Pre-bid responses along with all the Addenda and Corrigenda should be stamped & signed by the authorized signatory of the participating bidder and to be submitted to the Bank with all other documents as part of the Eligibility bid.

The envelopes should contain separately the documents in the order mentioned in the diagram below.



The Commercial Offer (Hard Copy) should contain all relevant price information as per **Annexure – T**.

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

Note:

- i. If the outer cover / envelop are not sealed & super-scribed as required, the Bank will assume no responsibility for bid documents misplacement or premature opening.
- ii. The Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all Bids at any point of time prior to the issuance of purchase order without assigning any reasons whatsoever.
- iii. If any inner cover / envelope of a bid are found to contain Eligibility/ Technical & Commercial Bids together then that bid will be rejected summarily.
- iv. If any outer envelope is found to contain only the eligibility bid or technical bid or commercial bid, it will be treated as incomplete and that bid will be liable for rejection.
- v. 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.
- vi. 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.
- vii. Canvassing of any kind will be a disqualification and the Bank may decide to cancel the bidder from its empanelment.

36. Adoption of Integrity Pact

UCO Bank has adopted practice of Integrity Pact (IP) as per CVC guidelines. The Integrity Pact essentially envisages an agreement between the prospective vendors / bidders / sellers, who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. In case of bids for the purchase of Goods, Services, and Consultancy etc. not accompanied with signed IP by the bidders along with the technical bid, the offers shall be summarily rejected. The essential ingredients of the Pact include:

- i. Promise on the part of the principal not to seek or accept any benefit, which is not legally available.
- ii. Principal to treat all bidders with equity and reason
- iii. Promise on the part of bidders not to offer any benefit to the employees of the Principal not available legally
- iv. Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contract etc.

- v. Bidders not to pass any information provided by the Principal as part of business relationship to others and not to commit any offence under PC/IPC Act.
- vi. Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
- vii. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warrantee/guarantee. Format of IP is attached as Annexure – O for strict compliance.

The following Independent External Monitors (IEMs) have been appointed by UCO Bank, who will review independently and objectively, whether and to what extent parties have complied with their obligation under the pact.

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

All pages of Integrity Pact (IP) must be signed and stamped .Integrity Pact (IP) should be deposited with IT Department undertaken procurement at the address mentioned along with RFP document.

Part – III: BID OPENING AND EVALUATION CRITERIA

1. STAGES OF EVALUATION

There would be a three (3) stage evaluation process.

The stages are:

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

The Eligibility Criteria would be evaluated first for the participating bidders. The bidders, who qualify all Eligibility Criteria as mentioned in clause 2.1, will be shortlisted for the Technical bid evaluation. A detailed technical evaluation would be undertaken for eligible bidders and only the technically qualified bidders would be shortlisted for commercial opening.

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

The bidder with the lowest commercial quote will be declared as L1.

Evaluation Methodology

The objective of evolving this evaluation methodology is to facilitate the selection of the most cost-effective solution (Total Cost of Ownership) over contract period that appropriately meets the requirements of the Bank.

Eligibility & Technical Evaluation

The Bank will evaluate the technical response of the bidders who are found eligible as per the eligibility criteria mentioned in the RFP.

Bidders satisfying eligibility criteria will be thoroughly evaluated by the Bank on compliance of Technical Specifications / Requirements / Scope of Work of the desired solution. Only bidders meeting all of the Technical Specifications / Requirements / Scope of Work, as defined in the RFP document will be evaluated further. Bidders are expected to submit detailed documentary evidence for all services provided by their solution specifically the ones included in the Technical Specifications / Requirements / Scope of Work.

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 / e-mail seeking clarification / explanation.

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

- i. The technical requirement is in the form of a table which is given as **Annexure – R (i)** containing the required functionality features
- ii. The bidders should provide their response to the questionnaire in the column "Response".
- iii. The Response should be as per the table below.

Scale	Description
S	Standard: Required features readily available and to be provided by the bidder.
C	Customization Required: The bidder will provide the customisation within the time schedule of the Implementation of the solution at no extra cost to the Bank.

Basis for evaluation:

- i) Each line item in the functional and technical requirement mentioned in **Annexure – R (i)** carries a maximum of 10 marks.
- ii) Marks will be allotted against the responses to each of the point mentioned as per the following marking pattern:

Scale	Description
10	S – Standard feature
5	C – Customization required.

Note: The customization should be completed within 6 weeks of Purchase Order.

- iii) The marks allotted to the responses of the Prime Vendor after carrying out above step would be reduced to a scale of 1 to 100 as under:

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

Bank's decision in respect to evaluation methodology and short-listing bidders will be final and no claims whatsoever in this respect will be entertained.

The selected bidder needs to achieve a cut-off score of **75%** marks in order to become eligible for Commercial evaluation.

Non-compliance of any point in technical requirements and scope of work as per Annexure – R (i) and (ii) will lead to rejection from the further evaluation process. After

technical evaluation, the commercial bids of only those bidders declared as technically qualified will be opened.

Commercial Evaluation

The commercial bids of only technically qualified bidders will be opened and evaluated by the Bank and the evaluation will take into account the following factors:

- a. The Bill of Material must be attached in Technical Bid as well as Commercial Bid. The format will be identical for both Technical Bid and Commercial Bid, except that the Technical bid should not contain any price information (with Prices masked). Technical bid without masked Bill of Materials will be liable for rejection. Any deviations from the Bill of Material / non-submission of prices as per the format shall make the bid liable for rejection.
- b. The L1 bidder will be selected on the basis of the total amount quoted for the proposed solution as per commercial bid. However, in case of any discrepancy in calculation, unit cost for components & services shall prevail and TCO will be calculated accordingly.
- c. The optimized TCO (Total Cost of Ownership) identified in the commercial bid would be the basis of the entire outflow of the Bank for undertaking the scope of work.
- d. In case there is a variation between numbers and words, the value mentioned in words will/may be considered.

Short Listing

The evaluation will take into account the following factors:

- i. The optimized TCO identified in the commercial bid would be the basis of the entire outflow of the Bank for undertaking the scope of work. The Bank will consider the TCO over a Five-year period starting from the date of going live in production. Any further infrastructure or hardware (electrical components) required to meet the performance criteria of the Bank as stated in the RFP, during the tenure of the project, would be at the cost of the Bidder.
- ii. **Normalization of Bids:** The Bank will go through a process of Eligibility evaluation followed by the technical evaluation and normalization of the bids to the extent possible and feasible to ensure that shortlisted bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the technically short-listed bidders to re-submit the technical and commercial bids once again for scrutiny in part or full.

The resubmissions can be requested by the Bank in the following two manners:

- Incremental bid submission in part of the requested clarification by the Bank.

➤ Revised submissions of the entire bid in the whole.

- iii. The Bank can repeat this normalization process at every stage of bid submission or till the Bank is satisfied. The shortlisted bidder/s have to agree that they have no reservation or objection to the normalization process and all the technically short listed bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The shortlisted bidder/s, by submitting the response to this RFP, agrees to the process and conditions of the normalization process.
- iv. 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.
- v. The OEM needs to provide Unit costs would be provided for components and services; unit rates would be considered for the TCO purposes.
- vi. In the event the vendor has not quoted or mentioned the component or services required, for evaluation purposes the highest value of the submitted bids for that component or service would be used to calculate the TCO. For the purposes of payment and finalization of the contract, the value of the lowest bid would be used.

PART – IV : SCOPE OF WORK – (ISSUER) ON OPEX MODEL

1. Functional Requirements

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

- i. The selected bidder to provide NETC Issuer Host Solution to Bank on OPEX model, to process transactions request received from NETC System.
- ii. The selected bidder to develop & host issuer framework in secured infrastructure as per the standard set by the NPCI & other regulatory bodies in time to time.
- iii. The selected bidder to provide the FASTag Issuing solution for the registration (To register the tag holder onto the ETC Mapper), reloading and refund of FASTags with Centralized NETC System operated by NPCI.
- iv. The whole solution should be hosted with proper high availability (24x7 availability with 99.99% precision) and 100% DR replica. Highly scalable application should be capable of handling very high volume plazas transactions.
- v. The FASTag Issuing solution should integrate with various channels like CBS, Internet Banking, Mobile Banking, UPI, ATMs, POS/Kiosks and other alternative delivery channels as required in future by Govt., RBI, NPCI, NHAI or any other governing bodies without additional cost to Bank.
- vi. FASTag Inventory maintenance is to be bidder's responsibility; therefore the selected bidder should maintain sufficient stocks/inventory of FASTags. Life cycle management of FASTag is also a part of the selected bidder's responsibility. The selected bidder needs to tie-up with NPCI empanelled tag manufacturers only for personalization of the FASTags.
- vii. Delivery of the FASTags at specific location based on the requirement will also be selected bidder's responsibility. However, the requirement of number of FASTags may increase/decrease solely based on the demand from various point of sale/branches.
- viii. Selected bidder will maintain the FASTag rate as provided in response to the RFP for next 5 years. However, Bank reserves the right to re-negotiate the rate on time to time basis based on the market rate. Also Bank reserves right to procure the FASTag from any other vendor and in that case the selected bidder will manage the inventory and other activities as per the scope of this RFP.
- ix. Specification & physical quality of the FASTags may be verified on time to time basis. If any variance found between the specification approved or standard specification and the FASTag supplied, Bank reserves the right to ask for recertification and vendor will be bearing the cost for any re-certification.
- x. Any changes required to comply with the directives of Govt., RBI, NPCI, NHAI or any other governing bodies should be done by the selected bidder on free of cost basis.
- xi. The RBI or Bank or any authorized representatives should be allowed to audit the service provided by the selected bidder during the tenure of the agreement

subject to prior intimation of 5 working days. Any audit observation should comply by the selected bidder without any additional cost to Bank.

- xii.** Creating and providing an efficient issuing/top up infrastructure for FASTags viz. Cash, bank Account, Credit card, debit card, internet banking, mobile banking, UCO Bank wallet /UPI/IMPS and any other mode as decided by the Bank/NPCI time to time.
- xiii.** Create and provide a system to back up all the information i.e. FASTag registration details including vehicle category as per Toll Gazette of Government of India, Customer details etc. The data backup should be provided to bank on time to time basis as or when required.
- xiv.** Updating the customer pass and toll exemption details in the customer profile and central NETC portal as per the respective toll plaza guidelines.
- xv.** Blacklist, grey-list and hotlist Management and in case, the money in the FASTag account goes below the minimum prescribed level. It could be an optional item that the FASTag account may be recharged automatically by debiting linked Bank account.
- xvi.** Complete FASTag solution for day to day reconciliation of transactions, loading, refund and other financial adjustments. EOD report in Bank's prescribed format need to be submitted to Bank on daily basis for posting of funds.
- xvii.** Chargeback Processing: Chargeback is used for Dispute Management. The user can raise a query regarding inappropriate balance deduction for transactions. So, the transaction gets re-audited and appropriate balance resulting after re-audit is either credited or debited to the user wallet.
- xviii.** Help Desk (Setting of Centralized Call Centre) functionality to be provided to Bank for support of FASTag users/ customers.
 - a. Selected bidder to provide toll free no. which should be printed in Tag on which customer will give call for support.
 - b. It includes assisting the customers for raising transaction disputes by Tag holders.
 - c. Customer queries can come through email, website or telephone calls.
 - d. Answering of the customer queries addressing their concerns, complaints, escalations and working towards resolutions of the same.
 - e. All type of complaints/ queries must be logged and need to be closed within stipulated time.
 - f. Daily/monthly/yearly report of the complaint must be forwarded to Bank's team based on time to time.
- xix.** Selected bidder has to securely transmit data to any other parties through the necessary cryptographic keys as needed for the correct operation of the system.
- xx.** The selected bidder to perform fraud monitoring by verification of the transaction data.

xxi. The selected bidder should provide daily/monthly/yearly reports for reporting on issuance, topping-up, refunds and various transaction reports etc. as or when required.

xxii. Web portal for FASTag end to end issuance module management inclusive but not limited to the following functionalities under OPEX model -

- a.** To manage issuance of TAGS from POS locations designated bank branches (if opted)/ Kiosks, bulk consumer issuance interface.
- b.** To develop a service portal for management of account details for bulk customer.
- c.** To develop issuance client for bank branches integrating to CBS for validating an existing UCO Bank customer. This is done to avoid KYC process of customer again.
- d.** To develop/integrating KYC of new customers which are not UCO bank customers, with the existing e-KYC services.
- e.** Inventory Management facilities.
- f.** MIS & Reports.
- g.** To view financial postings at switch level and account adjustment functionalities.
- h.** Bank's administration functionalities.
- i.** 24*7 Call center/ help-desk functionality including dispute management.
- j.** EOD report for reconciliation.
- k.** Other operations related functionalities as a card management system.
- l. Rejection History:** Status of all rejected transactions should be shown as part of the violation history. Application should be capable in retrieving present and historical details of the transactions.
- m. Payment History:** Payment, Top up details and Top up history of all accounts/wallets including payment mode displayed using this form.
- n. Passage History:** Toll Transaction details of the account/Wallet are shown on this page. Following transaction related information should be shown in passage History -

- 1. Transaction Date Time
- 2. Transaction Upload Date Time
- 3. Reconciliation Status
- 4. Amount
- 5. Vehicle Details
- 6. Toll Plaza Details
- 7. Transaction Status – Discrepancy or Normal Transaction
- 8. Failed transactions history

xxiii. Web portal and Mobile Application for FASTag customers should be inclusive but not limited to the following functionalities under OPEX model -

- a.** Customer can do first time registration using the FASTag details.

- b. Tag recharge/ top-up functionality through various modes like Debit/Credit Card, Internet Banking, UPI and any other mode in future.
- c. User should have all FASTag related information in view.
- d. User should be able to check transactions history.
- e. Transaction's particular can also be viewed.
- f. Temporary blocking/ unblocking of FASTag.
- g. Raise dispute for a transaction.
- h. Update details like email id, mobile no etc. can be modified.

xxiv. Notifications

- Notification system should be easy to configure
- Supports notifications for all major events
- Notification can be configured in following types
 1. SMS
 2. E-Mail
 3. SMS and E-Mail

xxv. There should also be facility for customer to apply a FASTag through online process / mobile app / e-mail. Facility to upload the relevant document for KYC compliance by the customer should be present.

xxvi. Exception List maintaining is selected bidder's responsibility. The selected bidder should update various exception lists on NETC Mapper of NPCI. The exception list will consist of:-

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

- 1) VVIP convoy
- 2) Ambulance
- 3) Fire brigade
- 4) Police Vehicle
- 5) Other as per NHAI guidelines

xxvii. There should be provision to implement fee structure, minimum balance etc. in the given solution which must be parameterized mentioned as below.

- a. Various Charges like Issuance Charges and Reissuance Fees

- b. Minimum balance restriction should be available
- c. Primary features: **FASTag** Validity, Min Top up Amount, Notification Charges
- d. Non-Financial Requests: Charges for Closure, Blocking-Unblocking and Account Level Charges

xxviii. Discounts module for FASTag should be a part of the solution.

- a. Configurable (Parameterized) discount management system.
- b. Product can be configured in 2 modes.
 - Product Base Discounts
 - Local Discounts
- c. Supports automatic calculation of discount as per configuration
- d. Discount application and expiry can be configured for product and Local based types.
- e. Any other discount prescribed by the Bank from time to time.

a. Local Discounts:

- a. Supports creation of configurable (parameterized) Discount Rules.
- b. Can be applied to specific concessionaire or group of concessionaires
- c. Should be supporting the following types of Discounts configuration.
- d. Amount Based Discount
- e. Percentage Based Discount
- f. Time Based discounts

xxix. Complaint Management: The selected bidder has to provide the complaint management solution for addressing the grievances of the customer as well as Branches of our Bank to assist the disputes raised by Tag holder. The service provider is also responsible for the debit adjustment raised by acquirer as per the applicable TAT.

The complaint management, Dash Board & other portal access should be provided to all branches of the Bank.

xxx. Marketing & Branding: (This is an optional item therefore it should not be a calculating index to select the L1 bidder). This service is optional. Bank reserves the right to avail the said service as per its requirement. Decisions of the Bank in this regards is final and bind on the selected bidder. Bank may allow selected bidder to do the necessary marketing preferably by using technology based methods like mobile applications etc. ETC Marks includes the NPCI Logo, Brand Name, Slogan and other ancillary marks. The service provider shall accept NPCI's ownership of ETC marks. The service provider agrees that it will not object or challenge or do anything adverse, either legally or publicly against the ETC marks. The service provider will not modify, adopt, register or attempt to modify, adopt or register, any names, trademarks, service marks, trade names, logos, or any word or symbol that is remotely similar to or bears any resemblance to NPCI marks, as a part of the

member's trade name, company name, product names, marks, copyright or otherwise. All the participant's/service provider of ETC payment network must take prior approval from NPCI for printing the NPCI/IHMCL/NHAI logos on all the marketing material. The selected bidder has to market FASTags on behalf of Bank by following the below requirements -

- a. The selected bidder to set up, solution for Point of Sales (POS) kiosks at various locations such as Toll plazas, Fuel stations, State entry check posts, Automobile shops, Roadside amenities, etc.
- b. For issuance of FASTags to commercial and private vehicle owners the selected bidder should have the solution to issuance of the tags making it ubiquitous - anywhere, anytime, also image capturing of the vehicles, physical verification of vehicle, properly affixing of the tags to the appropriate vehicle should be ensured by the service provider in any condition.
- c. Distribution of FASTags to the proposed commercial, private vehicle users, verification of requisite documents i.e., KYC of the customer, vehicle details etc. and keeping a copy of the document. These KYC documents are to be provided to the Bank by the bidder (Bank will inform the location based on its feasibility it may be either centralized or decentralized).
- d. Providing facilities for recharge/ topping up of FASTag accounts of the vehicle User at POS kiosks. Creating and providing an efficient issuing/top up infrastructure for FASTags viz. Cash, bank Account, Credit card, debit card, internet banking, mobile banking, UCO Bank wallet using UCO BANK.
- e. Satisfying with all the compliances of the vehicle and its owner details, register the user and submit all the data on the central NETC portal operated by NPCI and issuer framework solution hosted by the bank.
- f. On the successful registration of the customer, capture fixing up the FASTag on the exact place of the vehicle as prescribed by IHMCL (Indian highway Management Company Ltd).
- g. Capture the responsibility of affixing the appropriate FASTag as per the vehicle type/class. All tags shall be stored along with vehicle class in the centralized business rule engine for computation.
- h. Development of Point of Sale Terminal.

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

Issuance

1. Retail
2. Corporate
3. Recharge
4. Account operations

5. Service Request Management

- a. Retail User Issuance:-** A new customer on-boarding shall be done by using Issuance functionality. Onboarding of a customer is a multi-step activity. Selected bidder's application provides an easy to use solution for on-boarding process. Application will require user, vehicle, and bank account details as well as supporting documents for on-boarding.
- b. Corporate User Issuance:-**
- i) Fleet Management: System have an efficient and easy to use fleet management module which consists of – Fleet Onboarding: Fleet Onboarding is multi-step operations and the system has tabular view for ease of access to the user. The following details are captured while on boarding of fleet customer:
 - Group Master
 - Company Master
 - Division Master (Optional)
 - Document
 - Wallet Verification
- c. Wallets of corporate:** Fleet to be automatically created when above steps are successfully completed.
- d. Authorization:** Authorization/rejection of uploaded data can be done by using this functionality.
- e. E-POS Assignment:** When the uploaded details are authorized, same can be assigned to POS for Issuance and activation of tag.
- f. Key elements in issuing:**
- i. Issuance of FASTags
 - ii. Top ups and recharges of FASTags through different channels
 - iii. Customization of Products for fleet and retail customers
 - iv. Discount mechanism at local and product level
 - v. Customer account management
 - vi. Inventory tracking
 - vii. Date, time, toll plaza wise, customer wise, history view of previous FASTag issuances
 - viii. Exception list Management
 - ix. Integration with existing Bank's products – Debit Card/M-banking/E-Banking/e-wallet/Account - NETC system / UPI.

Regulatory/Compliance Requirements

Service provider need to adhere to the compliance requirement and maintain the integrity of ETC payment system. The compliances, not limited to following, are brand compliance, certification compliance, Toll Plaza System management, third party compliance, vendor compliance etc. Service provider also needs to adhere with

compliance guidelines issued by the RBI, NPCI and IHMCL/NHAI/Bank/Government of India etc. from time to time without any additional cost to the Bank.

Limited Trial / Pilot Requirements

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

PART – V

1. Order Details

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

2. Schedule of Implementation

The selected bidder has to ensure the end to end completion of issuing FASTag for the Implementation of NETC as per the 'Scope of Work' mentioned herein above **within six weeks** from the date of issuance of Purchase Order / Letter of Intent.

3. Schedule of Delivery of FASTags

The selected bidder has to deliver the FASTags to the customer for the Implementation of NETC as per the 'Scope of Work' mentioned herein above **within 7 days** from the date of ordering through online / mobile app / e-mail.

4. Preliminary Scrutiny

UCO Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether all the necessary information supported by documentary evidences are submitted as per prescribed method. Offers not meeting the prescribed guidelines and or with incorrect information or not supported by documentary evidence, wherever called for, would summarily be rejected. However, UCO Bank, at its sole discretion, may waive any minor non-conformity or any minor irregularity in an offer. UCO Bank reserves the right for such waivers and this shall be binding on all vendors.

5. Single Point of Contact

The selected bidder shall appoint a single point of contact, with whom Bank will deal, for any activity pertaining to the requirements of this RFP.

6. Installation, Certification and commissioning

- 6.1** Selected bidder shall complete installation of solution set-up & certification of the necessary infrastructure as mentioned in the Scope of Work including end to end solution within Six weeks from the date of issue of Purchase Order.

- 6.2** If however, the delay is caused by any action pending from the Bank / NPCI end, the corresponding period will not be considered while calculation of delay period.
- 6.3** The solution supplied by the Bidder shall be legal and Bidder shall give indemnity to that effect.
- 6.4** Any license, if required, need to be provided by the successful bidder. The bidder is solely responsible for any legal obligation related to licenses during contract period for the solution proposed as implemented by the bidder and the bidder shall give indemnity to that effect.

7. Right to Alter Quantities

Presently, Bank has a requirement of **3,00,000 (Three Lakh) FASTags for RFP for selection of vendor for Implementation of National Electronic Toll Collection (NETC) as an Issuer under OPEX model for issuance of FASTag (Re-tendering)**. However, Bank reserves the right to place an indicative order of $\pm 25\%$ (Twenty Five Percent) of the projected quantity with the bidder/s at the quoted price, terms and conditions as mentioned in the commercial format i.e. Annexure – T during the contract period of 60 months. Any decision of the Bank in this regard shall be final, conclusive and binding upon the bidder.

8. Performance Bank Guarantee

The successful bidder shall be required to provide a Bank Guarantee for 10% of the Total Order Value issued by any scheduled commercial bank (other than UCO Bank) valid for **60 months (60+3 months claim period)**, indemnifying any loss to the Bank, as per the format of **Annexure – E**. The bank guarantee shall be provided to the bank either before or at the time of execution of the Service Level Agreement (SLA). **Upon furnishing the Performance Bank Guarantee, the EMD of the selected bidder shall be returned.**

The Performance Bank Guarantee shall act as a security deposit and either in case the prime vendor is unable to start the project within the stipulated time or start of the project is delayed inordinately beyond the acceptable levels, the Bank reserves the right to forfeit the same.

Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the Prime Vendor is not able to fulfill any or all conditions specified in the document or is unable to complete the project within the stipulated time. This is independent of the LD on Delivery and installation.

9. Taxes

- a.** Bidder shall be solely liable for the payment of all taxes, duties, fines, penalties, etc., by whatever name called as may become due and payable under the

local, state and/or central laws, rules and/or regulations as may be prevalent and as amended from time to time in relation to the services rendered pursuant to this agreement. The Bank may in its discretion, but without being bound to do so, make payment of Taxes, duties as aforesaid and in the event of such payment, Bank shall be entitled to deduct the payment so made from the payment due to Bidder in respect of Bills.

- b. The Bank shall not be liable nor responsible for collection and / or payment of any such taxes, duties, fines, penalties etc., by whatever name called, that are due and payable by bidder, under the local, state and/ or central laws, rules and /or regulations as may be prevalent and as amended from time to time.
- c. Nothing contained herein shall prevent the Bank from deducting taxes deductible at source as required by any law/s or regulation/s. Bidder shall be responsible to report any non-receipt of certificate of taxes deducted at source within ninety (90) days of deduction of such taxes at source by the Bank to bidder. The Bank will not issue any duplicate certificate for deduction of taxes at source unless such request is made within ninety (90) days of the closure of the financial year.
- d. Bidder shall co-operate fully in the defence of any claim/s by any local, state or union authorities against The Bank with respect to any taxes and/or duties due and payable by bidder and /or individuals assigned by bidder under this agreement. Without limiting the generality of the foregoing bidder shall upon request by The Bank, give to The Bank all documents, evidences in a form satisfactory to The Bank to defend such claim/s. Any claims filed against The Bank, the cost to be borne by the selected bidder.
- e. The payments which is/are **inclusive of GST and other taxes, fees etc.** as per the Payment Schedule covered herein above shall be paid by Department of Information Technology, UCO Bank, Head Office – Kolkata. However, Payment of the Bills would be released, on receipt of advice / confirmation for satisfactory delivery and commissioning, live running and service report etc. after deducting all penalties.

10. Confidentiality and Secrecy

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

The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in

any way with Bank or any of its customers, suppliers, or agents without the prior written consent of Bank.

The bidder/selected bidder must undertake that they shall hold in trust any Information received by them under the Contract/Service Level 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 BANK;
- To only make copies as specifically authorized by the prior written consent of 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.
- The selected service provider acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, data, papers, statements, any business/customer information, trade secrets and process of the UCO Bank relating to its business practices in connection with the performance of services under this Agreement or otherwise, is deemed by the UCO Bank and shall be considered to be confidential and proprietary information ("Confidential Information"), solely of the UCO Bank and shall not be used/disclosed to anybody in any manner except with the written consent of The UCO Bank.
- The selected service provider shall ensure that the same is not used or permitted to be used in any manner incompatible or inconsistent with that authorized by the UCO Bank. The Confidential Information will be safeguarded and the selected service provider will take all necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof.
- **Conflict of interest:** The Vendor shall disclose to 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.
- The successful Bidder is required to execute a Non-Disclosure Agreement to the bank as per bank's format before or at the time of execution of the Master Contract.

11. Award of Contract

The bidder who qualifies in the technical evaluation and scoring for technical specifications compliance will qualify for commercial evaluation. The bidder whose bid has been determined to be responsive and who quotes the lowest price will be treated as L1 Bidder. Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the bidder(s).

12. Price Validity

The selected bidder will be required to keep the price will be valid for one year period from the date of issuance of 1st Purchase Order. Post 1st year, the price will be re-negotiated for the subsequent years. There shall be no increase in price for any reason whatsoever during the respective year / period and Bank may place the additional Purchase Orders to the selected bidder for any or all of the services at the agreed unit rate for line items as mentioned in the commercial format i.e. Annexure – T. **If there is any change in the FASTag price, bank reserves the right to negotiate the unit price on later phase.**

13. Terms of Payment

A. One Time Setup Cost:

- i. 25% of the onetime setup cost after completion of successful installation / go-live & UAT of the software. The payment will be made on receipt of the invoices along with duly Completion Certificate.
- ii. 50% of the onetime setup cost on successful GO-LIVE and **after (1) one month** of the successful pilot run.
- iii. Remaining 25% of the onetime setup cost **after 6 (six) month of** successful roll-out.
- iv. Any delay in achievement of milestones/ deliverables/ activities from Bidder shall automatically result in delay of corresponding payment from Bank.
- v. The Bidders should note that the contract entered with the successful bidder, which is valid from the date of Purchase Order for a period of 5 years, extendable at the Bank's discretion. The Bank will have the right, in its sole discretion to re-negotiate the prices/ terms and conditions.

B. Payment of the transactional & tag procurement cost

The payment per transaction & tag to be billed on monthly basis.

C. Call Centre Payment

The payment of the call centre to be billed based on per seat per month (24*7) basis.

Bidder will have to submit the documents at UCO Bank along with request letter for payment in case of transactions related to UCO Bank. Documents related to each phase should be submitted for payment in single lot separately.

Terms of Payment will be as under:

- 1) No advance payment will be made.
- 2) TDS will be **deducted as** applicable

Payment will be released by the Bank after deduction of applicable taxes at source of the agreed payment to the bidder (for which contract will be executed) in stages on completion of the activities as per the phases defined in the scope of services under the RFP. Further, it may be noted that the criteria mentioned above is only for the purpose of effecting agreed price payment.

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

The payment will be made in **monthly basis** after receipt of necessary details from the selected bidder and clearance or queries of the Bank.

The Payment will be made for all the transactions processed by the selected bidder.

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.

14. Paying Authority

The payment will be made by UCO Bank, Head Office – 2, DIT. However, all the payments shall be subject to the performance / delivery of the Services to the satisfaction of the Bank for this purpose.

The paying authority for the billing of marketing and branding will be decided mutually with the selected bidder at the time of handing over the marketing & branding part.

However, Payment of the Bills would be released, on receipt of advice / confirmation for satisfactory delivery and commissioning, live running and service report etc. after deducting all penalties.

15. Cancellation of Contract & Realization of Compensation

The bank reserves the right to cancel the order placed on the selected bidder and realize compensation on the following circumstances:

- i. The bidder commits a breach of any of the terms and conditions of the offer or any of the terms and conditions of the Purchase Order / SLA.

- ii. The bidder goes into liquidation voluntarily or otherwise.
- iii. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the order.
- iv. The progress regarding execution of the order accepted made by the vendor is found to be unsatisfactory.
- v. If deductions on account of liquidated damages exceed more than 10% of the total order price.
- vi. In case the bidder fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the selected bidder.
- vii. If the bidder does not perform satisfactorily or delays execution of order, UCO Bank reserves the right to get the balance order executed by another party of its choice by giving 10 days' notice for the same. In this event the bidder is bound to make good the additional expenditure, which UCO Bank may have to incur in executing the balance order. This clause is applicable, if for any reason, the order is cancelled.
- viii. UCO Bank reserves the right to recover any dues payable by the bidder from any amount outstanding to the credit of the bidder, including the bills and /or invoking the Bank Guarantee under this purchase order.
- ix. Non-compliance of the scope of the job.
- x. Repetitive failure of the deployed personnel to perform the job to the satisfaction of the bank.
- xi. On the events of data piracy / privacy / system failures / security failures.

16. Notices

- a. Notice or other communications given or required to be given under the contract shall be in writing and shall be hand-delivered with acknowledgement thereof, or transmitted by pre-paid registered post or courier.
- b. Any notice or other communications shall be deemed to have been validly given on date of delivery if hand-delivered & if sent by registered post than on the expiration of seven days from the date of posting.
- c. The purchase order is being sent in duplicate. Please acknowledge the same and return one copy to us duly signed by you in token of having accepted the purchase order.

17. Compliance with Laws

- a. The selected service provider hereto agrees that it shall comply with Labour Laws and all applicable union, state and local laws, ordinances, regulations, CVC / RBI guidelines / statutory requirements and codes in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required at no additional cost to the Bank.
- b. The selected service provider has represented that their company holds all valid,

licenses/registrations as may be required under the laws prevalent from time to time, in particular but not limited to, The Contract Labor (Abolition and Regulation Act) and other labor laws. The service provider shall ensure that all such registrations/licenses where required, are kept valid and subsisting throughout the term of this agreement.

If at any time during the term of this Agreement, if UCO Bank is informed or information comes to its attention that the selected service provider is or may be in violation of any terms and conditions mutually agreed between the UCO Bank and the service provider, which proves to be unsatisfactory to the UCO Bank, then the UCO Bank shall be entitled to terminate this Agreement by giving not less than one month notice in writing.

18. Uptime

Service Providers should maintain round-the-clock connectivity of the issuing host network and related things etc. for ETC services, users of FASTags, NPCI etc. with an up-time of 99.00 % of their Host systems. The Uptime is equal to total contracted hours in a month less Downtime. The Downtime is the time between the time of report by the Bank and time of restoration of service within the contracted hours. Restoration is the condition when the selected bidder demonstrates that the solution is in working order and the Bank acknowledges the same. If the bidder fails to maintain guaranteed uptime on monthly basis, Bank shall impose penalty. If the uptime is below 96 %, the Bank shall have full right to terminate the contract under this RFP.

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

[Total Minutes (24X7 basis) in Month - Total Downtime in Minutes (24X7 basis) in Month] x 100

% of uptime =

[Total Minutes (24X7 basis) in month]

Performance Requirements & Penalties

The vendor shall guarantee NETC Issuer Host System Uptime of 99.00% per month. If uptime of NETC Issuer Host system services goes below 99.00% quarterly a penalty of INR 20,000 for each 1% downtime below 99.00% will be charged. Uptime of 99.00% will be tracked on monthly basis. However penalty will be calculated for quarter uptime calculation and will be from the last quarter payments by the bank. If the uptime is below 96 %, then Bank will penalize the vendor INR 20,000 for each 1% downtime below 99.00% and shall have full right to terminate the contract under this RFP.

Monthly Uptime in %	Penalty
>= 99.00% or more	No Penalty
>96.00% to <99.00%	Penalty of Rs. 20, 000/- per 1% per

	downtime
Less than 96.00%	Penalty of Rs. 20, 000/- per 1% per downtime. Bank shall have full right to invoke the Bank Guarantee and terminate the contract under this RFP

Maximum cap on penalty on above shall be 10%. In addition to above Bank may invoke the Performance Bank Guarantee (PBG) and may cancel the order. The penalty amount will be deducted from PBG or annual rental amount.

19. Penalty

- The Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.
- If any act or failure by the bidder under the agreement results in failure or inoperability of systems **including loss /disclosure of Bank's data** and if the Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
- Bank may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of Bidder.
- The Bank shall implement all penalty clauses after giving due notice to the bidder.
- If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.
- SLA violation will attract penalties.
- In case any complaint registered by the FASTag holder at Bank and forwarded to the selected bidder, remains unresolved/ open beyond 24 hours, solely on account of inaction by the selected Bidder, a penalty of Rs. 1,000/- (Rupees One thousand only) per instance per day will be levied from the 2nd day, besides recovery of the damages suffered by the Bank, if any, due to such action.
- If the uptime is **below 96% on monthly basis**, the Bank shall have full right to invoke the Bank Guarantee and terminate the contract under this RFP.
- Notwithstanding anything contained above, no such penalty will be chargeable on the Vendor under the above clauses for the inability occasioned, if such inability is due to reasons entirely attributable to the Bank.

- The sum total of penalties will not exceed 10% of the Total Cost of Ownership (TCO) for the entire contract period. Thereafter, the contract/purchase order may be cancelled and Performance Bank Guarantee may be revoked.
- Penalty for not carrying customization & not providing solution after agreed time line, the penalty charges will be taken into account on per day basis.

20. Liquidated Damage

Notwithstanding the Bank's right to cancel the order, liquidated damages at **0.5% (Half percent) of the TCO for every week's delay of the solution** subject to a maximum of 10% of the total cost of ownership after which Bank will have right to terminate the project. Liquidated damages will be calculated per week basis.

Notwithstanding the Bank's right to cancel the order, liquidated damages at **1% (One percent) per day for the undelivered portion of the FASTags** subject to a maximum of 10% of the total cost of ownership after which Bank will have right to terminate the project. Liquidated damages will be calculated on every days delay.

The Bank reserves its right to recover these amounts by any mode including adjusting from any payments to be made by the Bank to the Bidder or from the performance Bank Guarantee. Bank may invoke the Bank Guarantee for further delay in delivery, marketing & branding.

If the selected Bidder fails to complete the due performance of the contract in accordance to the specification and conditions of the bid document, the Bank reverses the right either to cancel the entire order placed on the selected bidder or to accept performance already made by the bidder. The Bank reserves the right to invoke the Performance Bank Guarantee submitted by the bidder.

Liquidated Damage is not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility / onus 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.

21. Force Majeure

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

- Natural phenomenon, including but not limited to floods, droughts, earthquakes, epidemics,

- Situations, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,
- Terrorist attacks, public unrest in work area,

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

22. Contract Period

The Period of contract is initially **for 5 (five) years** from the date of signing of contract which may be further extended at agreed prices based on the satisfactory performance of the Bidder at the sole discretion of the Bank. The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving **Two (02) months' notice** without assigning any reasons. Any offer falling short of the contract validity period is liable for rejection.

Bank reserves the right to renew the Agreement for a further period of 2 years on mutually agreed terms and conditions between the parties based on the satisfactory performance of the selected bidder.

The selected bidder is required to enter into a Service Level Agreement (SLA), the format whereof is to be supplied by the Bank.

23. Completeness of the Project

The project will be deemed as incomplete if the desired objectives of the project as mentioned in Section "Scope of Work" of this document are not achieved.

24. Acceptance Testing

The Bank will carry out the acceptance tests as per Scope of work Part – IV supplied & implemented by the selected bidder as a part of the Project. The Vendor shall assist the Bank in all acceptance tests to be carried out by the Bank. The provisioned items will be deemed accepted only on successful acceptance of those products and the vendor would need to provision insurance of those items till successful acceptance. The Bank at its discretion may modify, add or amend the acceptance tests which then will have to be included by the vendor. The Vendor shall arrange for the tests at the relevant sites in the presence of the officials of the Bank. The Vendor should ensure that the tests will involve trouble-free operation of the complete system apart from physical verification and testing and that there shall not be any additional charges payable by the Bank for carrying out this acceptance test.

25. Order Cancellation

The Bank reserve its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:

- Delay in commissioning / implementation / testing beyond the specified period.
- Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process.
- In case of cancellation of order, any payments made by the Bank to the Vendor would necessarily have to be returned to the Bank, further the Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid.
- Vendor should be liable under this section if the contract/ purchase order has been cancelled in case sum total of penalties and deliveries equal to exceed 10% of the TCO.

26. Indemnity

The selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any claim for infringement of intellectual property rights.

The selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any breach of the terms and conditions contained in this RFP or Service Level Agreement to be executed.

The selected Bidder agrees to indemnify and keep indemnified Bank at all times against all claims, demands, actions, costs, expenses (including legal expenses), loss of reputation and suits which may arise or be brought against the Bank, by third parties on account of negligence or failure to fulfil obligations by the selected bidder or its employees/personnel.

All indemnities shall survive notwithstanding expiry or termination of Service Level Agreement and the Vendor shall continue to be liable under the indemnities.

Selected Bidder is required to furnish a separate Letter of Indemnity (Format whereof to be supplied by the Bank) in Bank's favour in this respect before or at the time of execution of the Service Level Agreement.

27. Publicity

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

28. Privacy and Security Safeguards

The selected bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the selected bidder under this contract or existing at any Bank location. The Selected bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank Data and sensitive application software. The Selected bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the selected bidder under this contract or existing at any Bank location.

29. Technological Advancements

The Selected bidder shall take reasonable and suitable action, taking into account economic circumstances, at mutually agreed increase / decrease in charges, and the Service Levels, to provide the Services to the Bank at a technological level that will enable the Bank to take advantage of technological advancement in the industry from time to time.

30. Exit Option and contract Re-Negotiation

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

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

- Serious discrepancy in maintenance of project.

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

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

The Bank shall have the option of purchasing the equipment from third-party suppliers, in case such equipment is available at a lower price and the Selected Bidder's offer does not match such lower price. Notwithstanding the foregoing, the Selected Bidder shall continue to have the same obligations as contained in this scope document in relation to such equipment procured from third-party suppliers.

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

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

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

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

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

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

31. Termination for Convenience

The Bank, by written notice sent to the vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that

termination is for the Bank's convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective. A notice period of 2 months will be given before termination on convenience.

32. Consequences of Termination

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 Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution / continued execution of the scope of the Contract.

In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by UCO Bank, the bidder herein shall be obliged to provide all such assistance to the next successor bidder or any other person as may be required and as UCO Bank may specify including training, where the successor(s) is a representative/personnel of UCO Bank to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

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.

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.

33. Signing of Contract

The selected bidder(s) shall be required to enter into a service level agreement (SLA) with UCO Bank, within 15 days of the award of the Bid through a Letter of Empanelment or within such extended period as may be specified.

The SLA shall be based on the requirements of this RFP, the terms and conditions of purchase order, the letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the proper performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions contained in a Memorandum of Understanding to be signed at the time of execution of the Form of Contract.

The selected bidder will also sign a Non-Disclosure Agreement and Deed of Indemnity with the Bank on a format prescribed by the Bank.

34. Technical Inspection and Performance Evaluation

UCO Bank reserves its right to carry out a technical inspection and performance evaluation (bench-marking) of the offered item(s). Bank may instruct eligible bidders to make technical presentation at Bank's Head Office, Kolkata for the proposed solution / service. Bidders will have to make such presentation at their own cost.

35. Verification

UCO Bank reserves the right to verify any or all statements made by the vendor in the Bid document and to inspect the vendor's facilities, if necessary, to establish to its satisfaction about the vendor's capacity to perform the job.

36. Termination

UCO BANK reserves the right to cancel the work/purchase order or terminate the SLA by giving 90 (ninety) days' prior notice in writing and recover damages, costs and expenses etc., incurred by Bank under the following circumstances: -

- a)** The selected bidder commits a breach of any of the terms and conditions of this RFP or the SLA to be executed between the Bank and the selected Bidder.
- b)** The selected bidder goes into liquidation, voluntarily or otherwise.
- c)** The selected bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.
- d)** An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- e)** The selected bidder fails to complete the assignment as per the time lines prescribed in the Work Order/SLA and the extension, if any allowed.
- f)** Deductions on account of liquidated damages exceed more than 10% of the total work order.
- g)** In case the selected bidder fails to deliver the resources as stipulated in the delivery schedule, UCO BANK reserves the right to procure the same or similar resources from alternate sources at the risk, cost and responsibility of the selected bidder.
- h)** 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 the contract is cancelled for any reason, whatsoever.

- i) 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 adjustment of pending bills and/or invoking the Performance Bank Guarantee under this contract.

The rights of the Bank enumerated above are in addition to the rights/remedies available to the Bank under the Law(s) for the time being in force.

37. Compliance With Applicable Laws of India

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

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

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

The selected bidder confirms to Bank that it complies with all Central, State, Municipal laws and local laws and rules and regulations and shall undertake to observe, adhere to, abide by, comply with and notify Bank about compliance with all laws in force including Information Technology Act 2000, or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and for all purposes of this Contract, and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their

own business under any applicable Law, Government Regulation / Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate Bank and its employees/officers/staff/personnel/representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

38. Termination for Insolvency

The Bank may at any time terminate the Contract by giving written notice to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

39. Termination for Default

The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the bidder, may terminate this Contract in whole or in part, if the bidder fails to perform any obligation(s) under the Contract.

40. Dispute Resolution Mechanism

- a.** The Bidder and The Bank shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:
 - i.** The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
 - ii.** The matter will be referred for negotiation between Deputy General Manager of The Bank / Purchaser and the Authorised Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.
- b.** In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

- c. The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.
- d. The arbitrators shall hold their sittings at Kolkata. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Kolkata alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.
- e. 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.

41. Arbitration

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

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

42. Applicable Law and Jurisdiction of Court

The Contract with the Selected bidder shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Courts at Kolkata (with the exclusion of all other Courts).

43. Intellectual Right of Property

- a.** The Selected bidder shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the supplier shall be fully responsible for, including all expenses of the court and legal fees.
- b.** The Selected bidder shall, at their own expense, defend and indemnify the Bank against all third party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.
- c.** The Bank will give notice to the Selected bidder of any such claim without delay, provide reasonable assistance to the Supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim

44. Limitation of Liability

Bidder's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for

- a. IP Infringement indemnity.
- b. Bodily injury (including Death) and damage to real property and tangible property caused by Bidder/s' gross negligence. For the purpose of this section, contract value at any given point of time, means the aggregate value of the purchase orders placed by Bank on the Bidder that gave rise to claim, under this RFP.
- c. Bidder shall be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.

Annexure – A : Tender Offer Forwarding letter

To
The Deputy General Manager
DIT, BPR & BTD
UCO Bank, Head Office
5th Floor, 3 & 4 DD Block, Sector -1,
Salt Lake, Kolkata -700064

Dear Sir,

Sub: RFP for selection of vendor for Implementation of National Electronic Toll Collection (NETC) as an Issuer under OPEX model for issuance of FASTag (Re-tendering) Vide RFP Ref No.: DIT/BPR & BTD/OA/130/2020-21 Date: 30/04/2020

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 RFP for selection of vendor for Implementation of National Electronic Toll Collection (NETC) as an Issuer under OPEX model for issuance of FASTag (Re-tendering), 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 RFP for selection of vendor for Implementation of National Electronic Toll Collection (NETC) as an Issuer under OPEX model for issuance of FASTag (Re-tendering) as per the terms & conditions of your purchase orders.

In the event of our selection by the bank for undertaking of the RFP for selection of vendor for Implementation of National Electronic Toll Collection (NETC) as an Issuer under OPEX model for issuance of FASTag (Re-tendering), we will submit a Performance Guarantee for a sum equivalent to 10% of the project cost for a period of 05 years 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 draft(s)/Bank Guarantee:

1. DD No. Dated for Rs. 10,000/- (Rupees Ten Thousand Only) as Cost of RFP Document &
2. BG No. Dated for Rs. 2,00,000/- (Rupees Two Lakh Only) as EMD.

Dated this day of 2020

Signature:

(In the Capacity of)

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

Annexure – B : General Detail of the Bidder

Sub: RFP for selection of vendor for Implementation of National Electronic Toll Collection (NETC) as an Issuer under OPEX model for issuance of FASTag (Re-tendering) Vide RFP Ref No.: DIT/BPR & BTD/OA/130/2019-20 Date: 30/04/2020

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

	2016-2017	2017-2018	2018-2019
Net Worth			
Turnover			
Net Profit (Profit After Tax)			

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

C. Proposed Service details in brief

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

Details of Experience in implementation of similar orders

Sl. No.	Name of Organization	Description of application	Period during which installed (last 5 Years)	
			From	To

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

Place: **AUTHORISED SIGNATORY**

Date: **Name:**

Designation:

Annexure – C : (i) MAF

(Letter to be submitted by the Manufacturer on firm's official letter head)

Manufacturer Authorization Form (MAF)

To

Deputy General Manager

DIT, BPR & BTD

UCO Bank, Head Office,

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

Salt Lake, Kolkata – 700064.

Dear Sir,

Ref: RFP for selection of vendor for Implementation of National Electronic Toll Collection (NETC) as an Issuer under OPEX model for issuance of FASTag (Re-tendering) vide RFP Ref No. DIT/BPR & BTD/OA/130/2020-21 Date: 30.04.2020

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

We hereby extend our guarantee/ warranty and AMC as per terms and conditions of the RFP Noand the contract for the equipment and services offered for supply against this RFP No..... By the above-mentioned Bidder, and hereby undertake to perform the obligations as set out in the RFP No..... In respect of such equipments and services. We undertake to provide back-to-back support for spare and skill to the bidder for subsequent transmission of the same to the Bank. We also undertake to provide support services during warranty as well as ATS period if the above bidder authorized by us fails to perform in terms of the RFP.

Yours Faithfully

Authorized Signatory

(Name:

Phone No. Fax E_mail)

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

(Letter to be submitted by the OSD on firm's official letter head)
Original Solution / Software Developer Authorisation form (OSDF)

To,

**Deputy General Manager,
DIT, BPR & BTD
UCO Bank, Head Office,
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064**

Dear Sir,

Ref: RFP for selection of vendor for Implementation of National Electronic Toll Collection (NETC) as an Issuer under OPEX model for issuance of FASTag (Re-tendering) vide RFP Ref No. DIT/BPR & BTD/OA/130/2020-21 Date: 30.04.2020

We (Name of the developer) who are established and reputable developer/solution provider of having factories / offices at,, and do hereby authorize M/s (Name and address of Bidder) who is the bidder submitting its bid pursuant to the Request for Proposal issued by UCO Bank on behalf, to submit a Bid and negotiate and conclude a contract with you for supply of solution / software developed by us against the Request for Proposal received from your bank by the Bidder and we have duly authorized the Bidder for this purpose.

We hereby extend our guarantee/ warranty and ATS as per terms and conditions of the RFP Noand the contract for the solution / software and services offered for supply against this RFP No..... By the above-mentioned Bidder, and hereby undertake to perform the obligations as set out in the RFP No..... In respect of such solution / software and services. We undertake to provide back-to-back support for modifications / customization and skill to the bidder for subsequent transmission of the same to the Bank. We also undertake to provide support services during warranty as well as ATS period if the above bidder authorized by us fails to perform in terms of the RFP.

Yours Faithfully

Authorized Signatory

(Name:

Designation:

Phone No:

E_mail:)

Annexure – D : EMD

Format of Bank Guarantee (EMD)

To
The Deputy General Manager
DIT, BPR&BTD
UCO BANK, Head Office,
5th 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 vendor for Implementation of National Electronic Toll Collection (NETC) as an Issuer under OPEX model for issuance of FASTag (Re-tendering), M/s _____ having their registered office at _____ (hereinafter called the 'Bidder') wish to respond to the said Request for Proposal (RFP) and submit the proposal for Selection of bidder for RFP for selection of vendor for Implementation of National Electronic Toll Collection (NETC) as an Issuer under OPEX model for issuance of FASTag (Re-tendering) and to provide related services as listed in the RFP document.

Whereas the 'Bidder' has submitted the proposal in response to RFP, we, the _____ Bank having our head office _____ hereby irrevocably guarantee an amount of Rs. 2,00,000/- (Rupees Two Lakh only) as bid security as required to be submitted by the 'Bidder' as a condition for participation in the said process of RFP.

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

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

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

Notwithstanding anything contained herein:

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

before_____.

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

Yours faithfully,

For and on behalf of

_____ Bank.

Authorized Official

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

Annexure – E : PBG

Sub: RFP for selection of vendor for Implementation of National Electronic Toll Collection (NETC) as an Issuer under OPEX model for issuance of FASTag (Re-tendering) Vide RFP Ref No.: DIT/BPR & BTD/OA/130/2020-21 Date: 30/04/2020

PROFORMA FOR PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with the stamp act)

1. In consideration of UCO BANK, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970, having its head office at 10 BIPLABI TRILOKYA MAHARAJ SARANI (BRABOURNE ROAD), Kolkata-700001 (hereinafter called "UCO BANK") having agreed to exempt **M/s** _____, a Company incorporated under the Companies Act, 1956 having its registered office at (Address of the selected bidder company) (hereinafter called "the said SELECTED BIDDER") from the demand, under the terms and conditions of UCO BANK's purchase order/ Letter of Intent bearing no.dated..... issued to the Selected bidder and an Agreement to be made between UCO Bank and the Selected bidder for a period of In pursuance of Request For Proposal no.....dated....., as modified, (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said SELECTED BIDDER of the Terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(Rupees.....Only). We,..... [indicate the name of the bank ISSUING THE BANK GUARANTEE] (hereinafter referred to as "the Bank") at the request of [SELECTED BIDDER] do hereby undertake to pay to UCO BANK an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by UCO BANK by reason of any breach by the said SELECTED BIDDER of any of the terms or conditions contained in the said Agreement.
2. We [indicate the name of the bank ISSUING THE BANK GUARANTEE] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from UCO BANK stating that the amount claimed is due by way of loss or damage caused to or breach by the said SELECTED BIDDER of any of the terms or conditions contained in the said Agreement or by reason of the SELECTED BIDDER'S failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....
3. We undertake to pay to UCO BANK any money so demanded notwithstanding any dispute or disputes raised by the SELECTED BIDDER in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being

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

4. We,[indicate the name of the Bank ISSUING THE GUARANTEE] further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BANK under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till UCO BANK certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said SELECTED BIDDER and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before(Expiry of claim period), we shall be discharged from all liabilities under this guarantee thereafter.
5. We [indicate the name of Bank ISSUING THE GUARANTEE] further agree with UCO BANK that UCO BANK shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said SELECTED BIDDER from time or to postpone for any time, or from time to time any of the powers exercisable by UCO BANK against the said SELECTED BIDDER and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variation, or extension being granted to the said SELECTED BIDDER or for any forbearance, act or omission on the part of UCO BANK of any indulgence by UCO BANK to the said SELECTED BIDDER or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the SELECTED BIDDER.
7. We, [indicate the name of Bank ISSUING THE GUARANTEE] lastly undertake not to revoke this guarantee during its currency except with the previous consent of UCO BANK in writing.

Notwithstanding anything contained herein:

- a.** Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees.....) Only.
- b.** This Bank Guarantee shall be valid uptoand
- c.** We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or

before(date of expiry of Guarantee including claim period).

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

Yours' faithfully,

For and on behalf of

_____ Bank

Authorized Official

NOTE:

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

Annexure – F : Undertaking by bidder

Sub: RFP for selection of vendor for Implementation of National Electronic Toll Collection (NETC) as an Issuer under OPEX model for issuance of FASTag (Re-tendering) Vide RFP Ref No.: DIT/BPR & BTD/OA/130/2020-21 Date: 30/04/2020

Undertaking by the bidder

(To be included in Technical & Commercial Bid Envelope)

It is certified that the information furnished here in and as per the document submitted is true and accurate and nothing has been concealed or tampered with.

We have gone through all the conditions of bid and are liable to any punitive action for furnishing false information / documents.

Dated this ____ day of _____ 2020

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

Annexure – G : Undertaking for Non-Blacklisting
Undertaking for Non-Blacklisting / Non-Debarment of the bidder

To
The Deputy General Manager
DIT, BPR & BTD
UCO Bank, Head Office
5th Floor, 3 & 4 DD Block, Sector -1,
Salt Lake, Kolkata -700064

Dear Sir(s),

Sub: RFP for selection of vendor for Implementation of National Electronic Toll Collection (NETC) as an Issuer under OPEX model for issuance of FASTag (Re-tendering) vide RFP Ref No. DIT/BPR & BTD/OA/130/2020-21 Date:30.04.2020

- a. We M/s _____, the undersigned hereby confirm that we have read and understood the eligibility criteria and fulfil the same.
- b. We further confirm that all the information as per requirement of the Bank have been included in our bid.
- c. Further we hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Bank. We understand that any deviation may result in disqualification of our bid.
- d. We have not been blacklisted by any Nationalized Bank/RBI/IBA or any other Government agency/ICAI. No legal action is pending against us for any cause in any legal jurisdiction.
- e. We undertake that adequate number of resources, if required by the Bank, will be deployed for the project to complete the assignment within stipulated time.
- f. (Deviation to the above if any, the Bidder must provide details of such action(s)
 - 1.
 - 2.

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

Place:

Signature of Bidder: _____

Date:

Name: _____

Business Address: _____

Annexure – H : Undertaking to abide by all by-laws/rules/regulations

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

To
The Deputy General Manager
DIT, BPR & BTD
UCO Bank, Head Office – II,
5th Floor, 3 & 4 DD Block, Sector – 1
Salt Lake, Kolkata – 700064.

Sub: Declaration-Cum-Undertaking regarding compliance with all statutory requirements

In consideration of UCO Bank, a body corporate, constituted under Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001 (hereinafter referred to as "Bank" which expression shall include its successors and assigns), we, M/s....., having its Registered Office at....., do hereby, having examined the RFP including all Annexure, confirm and agree to comply with all Laws, Rules, Regulations, By-Laws, Guidelines, Notifications etc.

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP Ref No. DIT/BPR & BTD/OA/130/2019-20 Date: 30.04.2020 including all annexure, addendum, corrigendum and amendments, if any. We certify that the services offered shall be in conformity with the terms & conditions and Scope of Work stipulated in the annexures of the said RFP.

We do also hereby irrevocably and unconditionally agree and undertake to save and keep the Bank, including its respective directors, officers, and employees and keep them harmless from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and any damage caused from and against all suits and other actions that may be instituted taken or preferred against the Bank by whomsoever and all losses, damages, costs, charges and expenses arising out of non-compliance with or non-adherence to any statutory/regulatory requirements and/or any other law for the time being in force.

We also confirm that payment to the engaged employees shall be made in consonance with the Minimum Wages Act in vogue and their duty hours will also be as per applicable labour laws of country.

Dated this _____ day of _____, 20 _____ .

Place:

For M/s.

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

Annexure – I : Undertaking for minimum wages act & labour laws

**Undertaking Letter on the selected bidder's letterhead for Central Minimum Wages Act
& Labour Laws**

To,
Deputy General Manager
DIT, BPR & BTD
UCO Bank, Head Office
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064

Sir,

Sub: Confirmation for Government Rules relating to Minimum Wages: RFP for selection of vendor for Implementation of National Electronic Toll Collection (NETC) as an Issuer under OPEX model for issuance of FASTag (Re-tendering) vide (RFP Ref No. DIT/BPR & BTD/OA/130/2020-21 Date: 30.04.2020)

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

In this regard we confirm that the employees engaged by our Company to carryout the services in your bank for the above said contract are paid minimum wages / salaries as stipulated in the Government (Central / State) Minimum Wages / Salaries act in force. All the employees/operator deployed by the selected bidder for the digitization activity must comply with government's rules and regulations like minimum wages act, Provident Fund and ESIC facility standard. We also indemnify the Bank against any action / losses / damages that arise due to action initiated by Commissioner of Labour for non-compliance to the above criteria.

We further authorize the Bank to deduct from the amount payable to the Company under the contract or any other contract of the Company with the Bank if a penalty is imposed by Labour Commissioner towards non-compliance to the "Minimum Wages / Salary stipulated by government in the Act by your company.

(Proof of compliance and labour license needs to be submitted along with the quotation)

Yours faithfully,

Authorized Signatory

Designation

Bidder's corporate name

Place:

Date:

Annexure – J : Undertaking for GST Law

Undertaking Letter on the vendor's letterhead for GST Law

To
The Deputy General Manager,
DIT, BPR & BTD,
Bank, Head Office,
5th Floor, 3&4, DD Block, Sector-I,
Salt Lake, Kolkata -700064.

Dear Sir,

Sub: RFP for selection of vendor for Implementation of National Electronic Toll Collection (NETC) as an Issuer under OPEX model for issuance of FASTag (Re-tendering) vide (RFP Ref No. DIT/BPR & BTD/OA/130/2020-21 Date: 30.04.2020)

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

We, the bidder M/s, hereby agree to comply with all applicable GST Laws including GST Acts, Rules, Regulations, Procedures, Circulars & Instructions thereunder applicable in India from time to time and to ensure that such compliance is done.

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

Annexure – K : Undertaking for price validity

Undertaking for Price Validity & Acceptance of all terms & conditions of RFP

To
The Deputy General Manager
DIT, BPR & BTD
UCO Bank, Head Office
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064.

Dear Sir,

Sub: RFP for selection of vendor for Implementation of National Electronic Toll Collection (NETC) as an Issuer under OPEX model for issuance of FASTag (Re-tendering) vide (RFP Ref No. DIT/BPR & BTD/OA/130/2020-21 Date: 30.04.2020)

We understand that Bank is not bound to accept the lowest or any bid received and Bank may reject all or any bid. We shall keep the price valid for the entire contract period from the date of issuance of the first Work order.

If our bid is accepted, we are responsible for the due performance as per the scope of work and terms & conditions as per mentioned in RFP.

Yours faithfully,

For.....

(Signature and seal of authorized person)

Place:

Date:

Annexure – L : Undertaking for No-deviation

Undertaking for No Deviation

To
The Deputy General Manager
DIT, BPR & BTD
UCO Bank, Head Office
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064.

Dear Sir,

Sub: RFP for selection of vendor for Implementation of National Electronic Toll Collection (NETC) as an Issuer under OPEX model for issuance of FASTag (Re-tendering) vide (RFP Ref No. DIT/BPR & BTD/OA/130/2020-21 Date:30.04.2020)

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

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents if any, issued by the Bank. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

Annexure – M : Certificate from CA

Certificate from Chartered Accountant (signed & stamped) showing company's financial position in last 3 years (annual turnover, profit / loss, networth etc.)

	2016-2017	2017-2018	2018-2019
Turnover			
Profit / Loss			
Net-worth			

Place:

Signature of Bidder: _____

Date:

Name: _____

Business Address: _____

Annexure – N : Undertaking for Pre-bid Queries format

Sub: RFP for selection of vendor for Implementation of National Electronic Toll Collection (NETC) as an Issuer under OPEX model for issuance of FASTag (Re-tendering) vide (RFP Ref No. DIT/BPR & BTD/OA/130/2020-21 Date: 30.04.2020)

Format of Pre-Bid Queries to be submitted by the Bidder(s)

To be e-mailed in .doc format

Name of the Bidder:

Name of the Contact Person of the Bidder:

Contact Number of the Contact Person:

Email id of the Contact Person:

SI No	RFP Page No.	RFP Clause No.	Original RFP Clause	Subject/Description	Query sought/Suggestions of the Bidder

Place:

Signature of Bidder: _____

Date:

Name: _____

Business Address: _____

Annexure – O : Pre-contract Integrity Pact

PRE CONTRACT INTEGRITY PACT

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

1. Whereas UCO Bank having its registered office at UCO BANK, a body corporate constituted under the Banking companies (Acquisition & Transfer Act of 1970), as amended by The Banking Laws (Amendment) Act, 1985, having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001 acting through its Department of IT, represented by Authorised Signatory hereinafter referred to as the Buyer and the first party, proposes to procure **(RFP for selection of vendor for Implementation of National Electronic Toll Collection (NETC) as an Issuer under OPEX model for issuance of FASTag (Re-tendering))** hereinafter referred to as Stores and / or Services.

And

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

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

3. Preamble

Buyer has called for tenders under laid down organizational procedures intending to enter into contract /s for supply / purchase / etc. of **RFP for selection of vendor for Implementation of National Electronic Toll Collection (NETC) as an Issuer under OPEX model for issuance of FASTag (Re-tendering)** and the Bidder /Seller is one amongst several bidders /Proprietary Vendor /Customer Nominated Source/Licenser who has indicated a desire to bid/supply in such tendering process. The Buyer values and takes primary responsibility for values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder (s) and / or Seller(s).

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

4. Commitments of the Buyer

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

- (i) No employee of the Buyer, personally or through family members, will in connection with the tender, or the execution of a contract demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- (ii) The Buyer will during the tender process treat all Bidder(s) /Seller(s) with equity and reason. The Buyer will in particular, before and during the tender process, provide to all Bidder (s) /Seller(s) the same information and will not provide to any Bidders(s) /Seller(s) confidential /additional information through which the Bidder(s) / Seller(s) could obtain an advantage in relation to the process or the contract execution.
- (iii) The Buyer will exclude from the process all known prejudiced persons.

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

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

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

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

shall be held responsible for any violation/breach of the provisions by its sub-supplier(s) /Sub-contractor(s).

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

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

5.4 Agents / Agency Commission

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

6. Previous Transgression

6.1 The Bidder /Seller declares that no previous transgressions have occurred in the last three years from the date of signing of this Integrity Pact with any other

company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify Bidder's /Seller's exclusion from the tender process.

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

7. Company Code of Conduct

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

8. Sanctions for Violation

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

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

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

9. Compensation for Damages

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

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

10. Independent External Monitor(s)

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

10.2 As soon as the integrity Pact is signed, the Buyer shall provide a copy thereof, along with a brief background of the case to the independent External Monitors.

10.3 The Bidder(s) / Seller(s) if they deem it necessary, May furnish any information as relevant to their bid to the Independent External Monitors.

10.4 If any complaint with regard to violation of the IP is received by the buyer in a procurement case, the buyer shall refer the complaint to the Independent External Monitors for their comments / enquiry.

10.5 If the Independent External Monitors need to peruse the records of the buyer in connection with the complaint sent to them by the buyer, the buyer shall make arrangement for such perusal of records by the independent External Monitors.

10.6 The report of enquiry, if any, made by the Independent External Monitors shall be submitted to MD & CEO, UCO Bank, Head Office at 10, Biplabi Trailokya Maharaj Sarani , Kolkata-700001 within 2 weeks, for a final and appropriate decision in the matter keeping in view the provision of this Integrity Pact.

10.7 The word "Monitor" would include both singular and plural.

11. Law and Place of Jurisdiction

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

12. Other Legal Actions

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

13. Integrity Pact Duration.

13.1 This Integrity Pact begins when both parties have legally signed it. It expires of order / finalization of contract.

13.2 If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by MD & CEO, UCO Bank .

13.3 Should one or several provisions of this Integrity Pact turn out to be invalid, the reminder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

14 Other Provisions

14.1 Changes and supplements need to be made in writing. Side agreements have not been made.

14.2 The Bidders (s)/ Sellers (s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers its report.

14.3 In view of nature of this Integrity Pact, this Integrity Pact shall not be terminated by any party and will subsist throughout its stated period.

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

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

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

17. The Parties here by sign this Integrity Pact.

BUYER

Signature:

Authorized Signatory

Department of IT

Place:

Date:

Witness:

(Name & Address)

BIDDER /SELLER

Signature:

Authorized Signatory (*)

Witness:

(Name & Address)

NON-DISCLOSURE AGREEMENT

(To be executed on non-judicial stamp paper of requisite value)

This Non-Disclosure Agreement is entered into on this day of..... 2020

BETWEEN

UCO Bank, a body corporate, constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at No.10, BTM Sarani, Kolkata-700001 hereinafter referred to as **"the Bank"** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrators and successors) **of the FIRST PART/ DISCLOSING PARTY**

AND

.....
..... (Which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrator and successors) of the **SECOND PART/ RECEIVING PARTY**
(Each of Bank and the vendor is sometimes referred to herein as a **"Party"** and together as the **"Parties"**).

WHEREAS the Vendor/Receiving Party is inter alia engaged for **RFP for selection of vendor for Implementation of National Electronic Toll Collection (NETC) as an Issuer under OPEX model for issuance of FASTag (Re-tendering)** as per the terms and conditions specified in the RFP Ref. No. DIT/BPR&BTD/OA/130/2020-21 Date: 30.04.2020. The Vendor/Receiving Party would be the single point of contact for this project.

WHEREAS Bank/Disclosing Party is inter alia engaged in the business of Banking; and

WHEREAS the Parties presently desire to discuss and/or consult with each other's business for the purposes of entering into Agreements for **RFP for selection of vendor for Implementation of National Electronic Toll Collection (NETC) as an Issuer under OPEX model for issuance of FASTag (Re-tendering)**.

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

WHEREAS in the course of consultation with respect to the potential business venture, the Parties anticipate disclosing to each other certain information of a novel,

proprietary, or confidential nature, and desire that such information be subject to all of the terms and conditions set forth herein below;

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

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

2. Use of Confidential Information. The Vendor/Receiving Party agrees not to use the Bank/Disclosing Party's confidential Information for any purpose other than for the specific consultation regarding the potential business venture. Any other use of such Confidential Information by the Receiving Party shall be made only upon the prior written consent from an authorized representative of the Disclosing Party which wishes to disclose such information or pursuant to subsequent agreement between the Parties hereto.

3. Restrictions. Subject to the provisions of paragraph 4 below, the Party receiving Confidential Information (the “**Receiving Party**”) shall, for contract period of Five (5) years from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever), use the same care and discretion to limit disclosure of such Confidential Information as it uses with similar confidential information of its own and shall not disclose, lecture upon, publish, copy, modify, divulge either directly or indirectly, use(except as permitted above under clause (2) or otherwise transfer the Confidential Information to any other person or entity, including taking reasonable degree of care and steps to:

(a) Restrict disclosure of Confidential Information solely to its concerned employees, agents, advisors, consultants, contractors and /or subcontractors with a need to know and not disclose such proprietary information to any other parties; and

(b) Advise all receiving Party's employees with access to the Confidential Information of the obligation to protect Confidential Information provided hereunder and obtain from agents, advisors, contractors and/or consultants an agreement to be so bound.

(c) Use the Confidential Information provided hereunder only for purposes directly related to the potential business venture.

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

(a) is already known to the Receiving Party at the time of the disclosure without an obligation of confidentiality;

(b) is or becomes publicly known through no unauthorized act of the Receiving Party;

(c) is rightfully received from a third Party without restriction and without breach of this Agreement;

(d) is independently developed by the Receiving Party without use of the other Party's Confidential Information and is so documented;

(e) is disclosed without similar restrictions to a third party by the Party owning the Confidential Information;

(f) is approved for release by written authorization of the Disclosing Party; or

(g) is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however, that the Receiving Party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the Confidential Information and/or documents so disclosed be used only for the purposes for which the order was issued.

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

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

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

8. Breach. In the event the Receiving Party discloses, disseminates or releases any Confidential Information received from the Disclosing Party, except as provided above, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party shall have the right to demand prompt return

of all Confidential Information previously provided to the Receiving Party and in such case, the Receiving party shall be bound to return all information within 30 days from the date of such demand. The provisions of this paragraph are in addition to any other legal right or remedies, the Disclosing Party may have under the Law for the time being in force.

9. Arbitration and Equitable Relief.

(a) Arbitration. The Parties shall endeavor to settle any dispute/difference arising out of or relating to this Agreement through consultation and negotiation. In the event no settlement can be reached through such negotiation and consultation, the Parties agree that such disputes shall be referred to and finally resolved by arbitration under the provisions of the Arbitration and Conciliation Act, 1996 and the rules made thereunder from time to time. The arbitration shall be held at city of Head Office of member Bank. The language used in the arbitral proceedings shall be English. The arbitration proceeding shall be conducted by a panel of three arbitrators, each party shall appoint his own arbitrator and the two appointed arbitrators shall appoint the third arbitrator who shall act as presiding Arbitrator.

(b) Equitable Remedies. The Parties agree that in event of breach of any of the covenants contained in this Agreement due to negligence/fault/lack of the Receiving Party, the Disclosing party shall have, in addition to any other remedy, the right:

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

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

(d) Indemnification: The Receiving Party shall indemnify the Bank and hold the Bank harmless against any loss caused to it as a result of the non-performance or improper performance of this Agreement by the Receiving Party, or its servants or agents to perform any aspect of its obligations forming part of the subject matter of this Agreement.

10. Term. This Agreement may be terminated by either Party giving sixty (60) days' prior written notice to the other Party; provided, however, the obligations to protect the

Confidential Information in accordance with this Agreement shall survive for a period of five (5) years from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever).

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

12. General Provisions.

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

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

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

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

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

(f) Jurisdiction of Court: All disputes under this Non-Disclosure Agreement are subject to the jurisdiction of Courts at City of Head office of Individual member Bank in India.

(g) Two original sets of Non-Disclosure Agreement are executed and retained by either parties, Bank and _____ (the selected vendor)

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

For and on behalf of

.....

Signature: _____

Name: _____

Designation: _____

Date: _____

For and on behalf of

.....

(the selected bidder)

Signature: _____

Name: _____

Designation: _____

Date: _____

Annexure – Q : Eligibility Compliance

Sub: RFP for selection of vendor for Implementation of National Electronic Toll Collection (NETC) as an Issuer under OPEX model for issuance of FASTag (Re-tendering) vide (RFP Ref No. DIT/BPR & BTD/OA/130/2020-21 Date: 30.04.2020)

Eligibility Criteria Compliance

Sl. No.	Criteria	Proof of documents to be submitted	Bidder's Compliance (Yes/No)	Submitted supporting documents
1	<p>Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956 / 2013 for the last 3 years as on the date of issuance of RFP.</p> <p>In case, bidder is a MSME company or a start up, then "The bidder should be recognized by Department for Promotion of industry and internal trade (DPIIT) or registered as MSME Entrepreneur, & still categorized as MSME as on the date of submission of RFP."</p>	<p>Certificate of Incorporation, PAN, TAN, GSTIN Certificate and any other tax related document, if applicable.</p> <p>Registration certificate issued by / from DIC, KVIB, NSIC, KVIC, DIHH, UAA or any other body specified by Ministry of MSME, relevant certificate issued by (Department for Promotion of industry and internal trade (DPIIT)).</p>		
2	<p>The bidder should be an OEM / OSD or their authorized representative in India. In case of the OEM / OSD is participating in the tendering process directly, authorized representative of that OEM/OSD will not be permitted to participate in the same tendering process.</p>	<p>Undertaking / Power of Attorney (PoA) from the OEM / OSD mentioning a clause that OEM / OSD will provide support services during warranty period if the bidder authorized by them fails to perform.</p> <p>In case of an authorized representative, a letter of authorization (MAF) / OSD Authorization Form from original manufacturer / solution developer must be furnished in original</p>		

		duly signed & stamped (As per Annexure – C).		
3	The bidder should have positive net worth for each of the last three financial years i.e., 2016-2017, 2017-2018 & 2018-2019.	Copy of the audited balance sheet, certificate from the Chartered Accountant (in case of Provisional Balance Sheet) of the company showing profit, net-worth and turnover of the company for the last three consecutive financial years i.e. 2016-2017, 2017-2018 and 2018-2019.		
4	The bidder should have a minimum annual turnover of ₹ 5 Crores per year during the last three financial years i.e. 2016-2017, 2017-2018 & 2018-2019. This must be the individual Company's turnover and not that of any group of Companies.			
5	The bidder or OEM/OSD should have implemented/under implementation the proposed issuer host solution in any Public Sector Bank / Govt. Organization / Commercial Bank / RRBs / BFSI in India as on the date of issuance of RFP.	Documentary evidence with relevant copies of Purchase Order along with Client Certificate/Certificate of Satisfactory Working / Completion Certificate / Installation Report / Project Sign-Offs where the proposed solution should be implemented/under implementation in India including names of clients with Phone nos., and Fax numbers, E-Mail IDs, etc.		
6	The OEM / OSD products offered in this RFP have been deployed/under deployment in at least one Public Sector Bank / Govt. Organization / Commercial Bank / RRBs / BFSI with a minimum quantity of 10,000 FASTags in last two years in India as on the date of issuance of RFP.	Documentary evidence with relevant copies of Purchase Order along with Client Certificate/Certificate of Satisfactory Working / Completion Certificate / Installation Report / Project Sign-Offs in the last two years including names of clients with Phone nos., E-Mail IDs, etc.		

7	The service provider should have its presence across the country either its own office or it should have tie-up arrangement with other agencies for support & marketing.	The detailed list of the office addresses along with contact details to be submitted on company letter head. Self-declaration regarding tie-up arrangement in case the service provider is not having its presence to be submitted.		
8	The NETC solution offered should be in compliance with all listed guidelines issued by RBI, NPCI and IHMCL/NHAI/BANK etc. from time to time.	A self-declaration to this effect is to be submitted by the OEM on company's letter head.		
9	The Bidder should own or have the software rights of the NETC solution, If not, the Bidder should have in place proper tie-ups, commercial agreements, authorized implementation partnership for deployment / resale / customization of software with the product OSD whose software products are offered.	Self-Declaration from the Bidder and an authorization letter from manufacturer (OEM) to this effect giving mandate to participate in this RFP. Self-declaration should also specify that the bidder would be solely responsible for designing, procuring and delivering the entire solution.		
10	Bidder should not have been debarred / black-listed by any Bank or RBI or any other regulatory authority or Financial Institution in India as on date of submission of RFP.	Self-declaration to that on company letter head.		
11	Bidder should submit an Undertaking regarding compliance of all Laws, Rules, Regulations, By-Laws, Guidelines, Notifications, etc.	Documentary evidence as per Annexure – H.		
12	The service provider should ensure that there	Declaration in the letterhead of the service		

	are no proceedings / inquiries / investigations have commenced / pending against service provider by any statutory or regulatory agencies or any other for which performance under the contract will/may get adversely affected/ affected.	provider's company to that effect.		
--	--	------------------------------------	--	--

Note: In this tender process authorized representative / distributor / dealer in India on behalf of Principal OEM (Original Equipment Manufacturer) or Principal OEM itself can bid but both cannot bid for the same tender. In such case only the OEM bid will be accepted. If an agent / distributor submits bid on behalf of the Principal OEM, the same agent / distributor shall not submit a bid on behalf of another Principal OEM in the same tender for the same item or product.

The service provider must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Documentary Evidence for compliance to each of the eligibility criteria must be enclosed along with the bid together with references. Undertaking for subsequent submission of any of the required document will not be entertained under any circumstances. However, UCO BANK reserves the right to seek clarifications on the documents submitted. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the service provider.

Place:

Signature of Bidder: _____

Date:

Name: _____

Business Address: _____

Annexure – R : (i) Technical-Functional Specifications

Sub: RFP for selection of vendor for Implementation of National Electronic Toll Collection (NETC) as an Issuer under OPEX model for issuance of FASTag (Re-tendering) vide (RFP Ref No. DIT/BPR & BTD/OA/130/2020-21 Date: 30.04.2020)

Technical-Functional Specifications Compliance

All the solutions sought in technical specification must be provided as end-to-end solution. The participating bidder should provide its compliance **(S/C)** for each of the below mentioned line items of this RFP to be eligible for evaluation of Commercial Bids.

Technical-Functional Specifications for Compliance by the Bidders for NETC Solution Issuer on OPEX Model

Sl. No.	Techno-Functional Specification	Bidders Response (S/C Only*)
1	Selected bidder should possess relevant infrastructure for issuance of the NETC Tags	
2	The application software to have the provision of providing the top-up (for prepaid link account) facility through Mobile/Internet Banking/ATM/UPI/IMPS/Credit cards, etc.	
3	The solution should offer a wallet facility to the vehicle owners for top up recharge.	
4	The selected bidder to have inventory management of NETC tags.	
5	The selected bidder's application to be capable for integration with NETC system of NPCI.	
6	Registration of tag holder to NETC mapper.	
7	To manage the various exception list defined in the NETC mapper.	
8	Application software should process online transactions request received from NETC system.	
9	To reimburse the acquirer for NETC payment transactions, a EOD report to be shared to Bank after reconciliation.	
10	To securely transmit to any other parties (tag vendor) the necessary cryptographic keys needed for the correct operation of the system.	
11	To assist/settle the disputes raised by tag holder	
12	Necessary fraud monitoring to be in place for verification of the transaction data.	
13	Marketing (if required) & issuance of FASTags. (The selected bidder to be equipped with relevant infrastructure & organized team for issuance & marketing of FASTags supplied by Bank/Tag Manufacturer)	
14	Product Management: (a) Parameterization & Product customization as per requirements from time to time	

15	Easy On-boarding process (a) Customer category wise on-boarding & Single/bulk uploading of customer details Facility	
16	Discounts (a) Discount categories and types & Auto discount calculation and notification as per the toll plazas, customer category, etc.	
17	Top up and payments (a) Type(s) of top up channels, Accuracy, Channels which are available offline & Online	
18	FASTag holder portal 1. User Interface of the app 2. Availability on mobile, web, app etc. 3. uninterrupted 24x7 availability on different OS 4. Complaint Management and resolution through portal.	
19	Security (a) Type of validations (first factor, second factor etc.)/Password management/History management	
20	Notifications (a) SMS/E-Mail/Both/Any other	
21	Chargeback Processing for Dispute Management & Reconciliation of Transaction	
22	100% DR replica of the Hosting Solution should be present within India	
23	Marketing and Issuance of FASTag	

Place:

Signature of Bidder: _____

Date:

Name: _____

Business Address: _____

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

Scale	Description
S	Standard: Required features readily available and to be provided by the bidder.
C	Customization Required: The bidder will provide the customisation within the time schedule of the Implementation of the solution at no extra cost to the Bank.

Scale	Description
10	S- Standard feature
5	C – Customization required.

Note: The customization should be completed within 6 weeks of Purchase Order.

Annexure – R : (ii) Scope of Work Compliance

Sub: RFP for selection of vendor for Implementation of National Electronic Toll Collection (NETC) as an Issuer under OPEX model for issuance of FASTag (Re-tendering) vide (RFP Ref No. DIT/BPR & BTDOA/130/2020-21 Date: 30.04.2020)

Scope of Work Compliance

Functional Requirements

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

Sl. No.	Details	Bidder's Compliance (Yes/No)
1	The selected bidder to provide NETC Issuer Host Solution to Bank on OPEX model, to process transactions request received from NETC System.	
2	The selected bidder to develop & host issuer framework in secured infrastructure as per the standard set by the NPCI & other regulatory bodies in time to time.	
3	The selected bidder to provide the FASTag Issuing solution for the registration (To register the tag holder onto the ETC Mapper), reloading and refund of FASTags with Centralized NETC System operated by NPCI.	
4	The whole solution should be hosted with proper high availability (24x7 availability with 99.99% precision) and 100% DR replica. Highly scalable application should be capable of handling very high volume plazas transactions.	
5	The FASTag Issuing solution should integrate with various channels like CBS, Internet Banking, Mobile Banking, UPI, ATMs, POS/Kiosks and other alternative delivery channels as required in future by Govt., RBI, NPCI, NHAI or any other governing bodies without additional cost to Bank.	
6	FASTag Inventory maintenance is to be bidder's responsibility; therefore the selected bidder should maintain sufficient stocks/inventory of FASTags. Life cycle management of FASTag is also a part of the selected bidder's responsibility. The selected bidder needs to tie-up with NPCI empanelled tag manufacturers only for personalization of the FASTags.	
7	Delivery of the FASTags at specific location based on the requirement will also be selected bidder's responsibility. However, the requirement of number of FASTags may increase / decrease solely based on the demand from various point of sale / branches.	
8	Selected bidder will maintain the FASTag rate as provided in response to the RFP for next 5 years. However, Bank reserves the right to re-negotiate the rate on time to time basis based on the market rate. Also Bank reserves right to procure the FASTag from any other vendor and in that case the selected bidder will manage the inventory and other activities as per the scope of this RFP.	
9	Specification & physical quality of the FASTags may be verified on time to time basis. If any variance found between the specification approved or standard specification and the FASTag supplied, Bank reserves the right to ask for recertification and vendor will be bearing the cost for any re-certification.	
10	Any changes required to comply with the directives of Govt., RBI, NPCI, NHAI or any other governing bodies should be done by the selected bidder on free of cost basis.	

11	The RBI or Bank or any authorized representatives should be allowed to audit the service provided by the selected bidder during the tenure of the agreement subject to prior intimation of 5 working days. Any audit observation should comply by the selected bidder without any additional cost to Bank.	
12	Creating and providing an efficient issuing/top up infrastructure for FASTags viz. Cash, bank Account, Credit card, debit card, internet banking, mobile banking, UCO Bank wallet /UPI/IMPS and any other mode as decided by the Bank/NPCI time to time.	
13	Create and provide a system to back up all the information i.e. FASTag registration details including vehicle category as per Toll Gazette of Government of India, Customer details etc. The data backup should be provided to bank on time to time basis as or when required.	
14	Updating the customer pass and toll exemption details in the customer profile and central NETC portal as per the respective toll plaza guidelines.	
15	Blacklist, grey-list and hotlist Management and in case, the money in the FASTag account goes below the minimum prescribed level. It could be an optional item that the FASTag account may be recharged automatically by debiting linked Bank account.	
16	Complete FASTag solution for day to day reconciliation of transactions, loading, refund and other financial adjustments. EOD report in Bank's prescribed format need to be submitted to Bank on daily basis for posting of funds.	
17	Chargeback Processing: Chargeback is used for Dispute Management. The user can raise a query regarding inappropriate balance deduction for transactions. So, the transaction gets re-audited and appropriate balance resulting after re-audit is either credited or debited to the user wallet.	
18	Help Desk (Setting of Centralized Call Centre) functionality to be provided to Bank for support of FASTag users/ customers.	
	a. Selected bidder to provide toll free no. which should be printed in Tag on which customer will give call for support.	
	b. It includes assisting the customers for raising transaction disputes by Tag holders.	
	c. Customer queries can come through email, website or telephone calls.	
	d. Answering of the customer queries addressing their concerns, complaints, escalations and working towards resolutions of the same.	
	e. All type of complaints/ queries must be logged and need to be closed within stipulated time.	
	f. Daily/monthly/yearly report of the complaint must be forwarded to Bank's team based on time to time.	
19	Selected bidder has to securely transmit data to any other parties through the necessary cryptographic keys as needed for the correct operation of the system.	
20	The selected bidder to perform fraud monitoring by verification of the transaction data.	
21	The selected bidder should provide daily/monthly/yearly reports for reporting on issuance, topping-up, refunds and various transaction reports etc. as or when required.	
22	Web portal for FASTag end to end issuance module management inclusive but not limited to the following functionalities under OPEX model -	
	a. To manage issuance of TAGS from POS locations designated bank branches (if opted)/ Kiosks, bulk consumer issuance interface.	

	b. To develop a service portal for management of account details for bulk customer.	
	c. To develop issuance client for bank branches integrating to CBS for validating an existing UCO Bank customer. This is done to avoid KYC process of customer again.	
	d. To develop/integrating KYC of new customers which are not UCO bank customers, with the existing e-KYC services.	
	e. Inventory Management facilities.	
	f. MIS & Reports.	
	g. To view financial postings at switch level and account adjustment functionalities.	
	h. Bank's administration functionalities.	
	i. 24*7 Call center/ help-desk functionality including dispute management.	
	j. EOD report for reconciliation.	
	k. Other operations related functionalities as a card management system.	
	l. Rejection History: Status of all rejected transactions should be shown as part of the violation history. Application should be capable in retrieving present and historical details of the transactions.	
	m. Payment History: Payment, Top up details and Top up history of all accounts/wallets including payment mode displayed using this form.	
	n. Passage History: Toll Transaction details of the account/Wallet are shown on this page. Following transaction related information should be shown in passage History - <ol style="list-style-type: none"> 1. Transaction Date Time 2. Transaction Upload Date Time 3. Reconciliation Status 4. Amount 5. Vehicle Details 6. Toll Plaza Details 7. Transaction Status – Discrepancy or Normal Transaction 8. Failed transactions history 	
23	Web portal and Mobile Application for FASTag customers should be inclusive but not limited to the following functionalities under OPEX model -	
	a. Customer can do first time registration using the FASTag details.	
	b. Tag recharge/ top-up functionality through various modes like Debit/Credit Card, Internet Banking, UPI and any other mode in future.	
	c. User should have all FASTag related information in view.	
	d. User should be able to check transactions history.	
	e. Transaction's particular can also be viewed.	
	f. Temporary blocking/ unblocking of FASTag.	
	g. Raise dispute for a transaction.	
	h. Update details like email id, mobile no etc. can be modified.	
24	Notifications	
	<ul style="list-style-type: none"> • Notification system should be easy to configure • Supports notifications for all major events 	
	<ul style="list-style-type: none"> • Notification can be configured in following types <ol style="list-style-type: none"> 1. SMS 2. E-Mail 3. SMS and E-Mail 	

25	There should also be facility for customer to apply a FASTag through online process / mobile app / e-mail. Facility to upload the relevant document for KYC compliance by the customer should be present.	
26	Exception List maintaining is selected bidder's responsibility. The selected bidder should update various exception lists on NETC Mapper of NPCI. The exception list will consist of:-	
	a. Blacklist: A blacklist is a list of tag ID which will not be accepted at toll plaza. The government authorities can request the selected bidder or acquirer to add/remove the tag ID in the blacklist.	
	b. Low Balance List/Grey list: If the balance in the customer's account linked to the tag comes below a threshold limit, that Tag ID will be added to this list and the notification is sent to the customer for low balance. This list will be provided by the selected bidder.	
	c. Exempted Vehicle Class List: Unless otherwise stipulated, no toll fare will be charged for the vehicles that come under this category as defined by the respective authorities from time to time. Few examples can be, as mentioned below: - 1) VVIP convoy 2) Ambulance 3) Fire brigade 4) Police Vehicle 5) Other as per NHAI guidelines	
27	There should be provision to implement fee structure, minimum balance etc. in the given solution which must be parameterized mentioned as below.	
	a. Various Charges like Issuance Charges and Reissuance Fees b. Minimum balance restriction should be available c. Primary features: FASTag Validity, Min Top up Amount, Notification Charges d. Non-Financial Requests: Charges for Closure, Blocking-Unblocking and Account Level Charges	
28	Discounts module for FASTag should be a part of the solution.	
	a. Configurable (Parameterized) discount management system. b. Product can be configured in 2 modes. <ul style="list-style-type: none"> • Product Base Discounts • Local Discounts c. Supports automatic calculation of discount as per configuration d. Discount application and expiry can be configured for product and Local based types. e. Any other discount prescribed by the Bank from time to time.	
	a. Local Discounts: a) Supports creation of configurable (parameterized) Discount Rules. b) Can be applied to specific concessionaire or group of concessionaires c) Should be supporting the following types of Discounts configuration. d) Amount Based Discount e) Percentage Based Discount f) Time Based discounts	
29	Complaint Management: The selected bidder has to provide the complaint management solution for addressing the grievances of the customer as well as Branches of our Bank to assist the disputes raised by Tag holder. The service provider is also responsible for the debit adjustment raised by acquirer as per the applicable TAT. The complaint management, Dash Board & other portal access should be provided to all branches of the Bank	

30	<p>Marketing & Branding: (This is an optional item therefore it should not be a calculating index to select the L1 bidder). This service is optional. Bank reserves the right to avail the said service as per its requirement. Decisions of the Bank in this regards is final and bind on the selected bidder. Bank may allow selected bidder to do the necessary marketing preferably by using technology based methods like mobile applications etc. ETC Marks includes the NPCI Logo, Brand Name, Slogan and other ancillary marks. The service provider shall accept NPCI's ownership of ETC marks. The service provider agrees that it will not object or challenge or do anything adverse, either legally or publicly against the ETC marks. The service provider will not modify, adopt, register or attempt to modify, adopt or register, any names, trademarks, service marks, trade names, logos, or any word or symbol that is remotely similar to or bears any resemblance to NPCI marks, as a part of the member's trade name, company name, product names, marks, copyright or otherwise. All the participant's/service provider of ETC payment network must take prior approval from NPCI for printing the NPCI/IHMCL/NHAI logos on all the marketing material. The selected bidder has to market FASTags on behalf of Bank by following the below requirements -</p>	
	<p>a. The selected bidder to set up, solution for Point of Sales (POS) kiosks at various locations such as Toll plazas, Fuel stations, State entry check posts, Automobile shops, Roadside amenities, etc.</p>	
	<p>b. For issuance of FASTags to commercial and private vehicle owners the selected bidder should have the solution to issuance of the tags making it ubiquitous - anywhere, anytime, also image capturing of the vehicles, physical verification of vehicle, properly affixing of the tags to the appropriate vehicle should be ensured by the service provider in any condition.</p>	
	<p>c. Distribution of FASTags to the proposed commercial, private vehicle users, verification of requisite documents i.e., KYC of the customer, vehicle details etc. and keeping a copy of the document. These KYC documents are to be provided to the Bank by the bidder (Bank will inform the location based on its feasibility it may be either centralized or decentralized).</p>	
	<p>d. Providing facilities for recharge/ topping up of FASTag accounts of the vehicle User at POS kiosks. Creating and providing an efficient issuing/top up infrastructure for FASTags viz. Cash, bank Account, Credit card, debit card, internet banking, mobile banking, UCO Bank wallet using UCO BANK.</p>	
	<p>e. Satisfying with all the compliances of the vehicle and its owner details, register the user and submit all the data on the central NETC portal operated by NPCI and issuer framework solution hosted by the bank.</p>	
	<p>f. On the successful registration of the customer, capture fixing up the FASTag on the exact place of the vehicle as prescribed by IHMCL (Indian highway Management Company Ltd).</p>	
	<p>g. Capture the responsibility of affixing the appropriate FASTag as per the vehicle type/class. All tags shall be stored along with vehicle class in the centralized business rule engine for computation.</p>	
	<p>h. Development of Point of Sale Terminal.</p>	

	<p>Point-of-Sale (POS) portal shall be used for all Tag issuance and related activities etc. The portal facility may be provided at UCO Bank branches/Offices also. It should be an easy to use portal and as per the NPCI/Bank specifications, which will be used by POS user to perform following activities:</p> <p><u>Issuance</u></p> <ol style="list-style-type: none"> 1. Retail 2. Corporate 3. Recharge 4. Account operations 5. Service Request Management 	
	<p>a. Retail User Issuance:- A new customer on-boarding shall be done by using Issuance functionality. Onboarding of a customer is a multi-step activity. Selected bidder's application provides an easy to use solution for on-boarding process. Application will require user, vehicle, and bank ac-count details as well as supporting documents for on-boarding.</p>	
	<p>b. Corporate User Issuance:-</p> <p>i) Fleet Management: System have an efficient and easy to use fleet management module which consists of – Fleet Onboarding: Fleet Onboarding is multi-step operations and the system has tabular view for ease of access to the user. The following details are captured while on boarding of fleet customer:</p> <ul style="list-style-type: none"> ▪ Group Master ▪ Company Master ▪ Division Master (Optional) ▪ Document ▪ Wallet Verification 	
	<p>c. Wallets of corporate: Fleet to be automatically created when above steps are successfully completed.</p>	
	<p>d. Authorization: Authorization/rejection of uploaded data can be done by using this functionality.</p>	
	<p>e. E-POS Assignment: When the uploaded details are authorized, same can be assigned to POS for Issuance and activation of tag.</p>	
	<p>f. Key elements in issuing:</p> <ol style="list-style-type: none"> i. Issuance of FASTags ii. Top ups and recharges of FASTags through different channels iii. Customization of Products for fleet and retail customers iv. Discount mechanism at local and product level v. Customer account management vi. Inventory tracking vii. Date, time, toll plaza wise, customer wise, history view of previous FASTag issuances viii. Exception list Management ix. Integration with existing Bank's products – Debit Card/M-banking/E-Banking/e-wallet/Account - NETC system / UPI. 	
	<p>Regulatory/Compliance Requirements</p> <p>Service provider need to adhere to the compliance requirement and maintain the integrity of ETC payment system. The compliances, not limited to following, are brand compliance, certification compliance, Toll Plaza System management, third party compliance, vendor compliance etc. Service provider also needs to adhere with compliance guidelines issued by the RBI, NPCI and IHMCL/NHAI/Bank/Government of India etc. from time to time without any additional cost to the Bank.</p>	

Limited Trial / Pilot Requirements

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

Place:

Date:

Signature of Bidder: _____

Name: _____

Business Address: _____

Annexure – S : Masked Commercial Bid

Sub: RFP for selection of vendor for Implementation of National Electronic Toll Collection (NETC) as an Issuer under OPEX model for issuance of FASTag (Re-tendering) vide (RFP Ref No. DIT/BPR & BTD/OA/130/2020-21 Date: 30.04.2020)

Masked Commercial Bid

(To be submitted with technical Bid)

Table – (A)					
Sl. No.	Description	Unit Price (in Rs.) (a)	GST (%) (b)	GST Amount (In Rs.) (c)	Total Cost, d=a+c In Rs.
1	One time development and project management fee for end to end NETC Issuing module management system & Customization and integration Cost if any (to meet the scope of the RFP) (in Figures)	XXXX	XXXX	XXXX	XXXX
2	Total Cost of (A) (In words)				XXXX

Table – (B)						
Sl. No.	Description	Number of Transactions (a)	Unit Price (in Rs.) (b)	GST (%) (c)	GST Amount (in Rs.) (d)	Total Cost for 5 years, (e) = (a)*(b+d) (In Rs.)
1	Recurring Fee					
	a. Transaction processing fee (per transaction)	15,00,000 *	XXXX	XXXX	XXXX	XXXX
2	Total Cost of (B) (In words)					XXXX

* The number of transactions will be considered for TCO calculation only. The payment should be done based on number of transactions.

Table – (C)					
Sl. No.	Description	Unit Price (in Rs.) (a)	GST (%) (b)	GST Amount (In Rs.) (c)	Total Cost for 5 years, (d) = [(a) +(c)] X 12 X 5 (In Rs.)
1	Recurring Fee				
	a. Call center charges per seat per month on (24*7)	XXXX	XXXX	XXXX	XXXX
2	Total Cost of (C) (In words)				XXXX

Table – (D)					
Sl. No.	Description	Unit Price (in Rs.) (a)	GST (%) (b)	GST Amount (In Rs.) (c)	Total Cost, d=(a+c)X3,00,000 FASTags* In Rs.
1	Per Tag Procurement Cost	XXXX	XXXX	XXXX	XXXX
2	Total Cost of (D) (In words)				XXXX

* The above quantity will be considered for the TCO calculation only. The actual figure may vary. There is no minimum commitment of Quantity. The courier charges will be paid as per actuals.

Table E – Consolidation		
Sl. No.	Details	Price (in Rs.)
1	Total Cost of Table (A)	XXXX
2	Total Cost of Table (B)	XXXX
3	Total Cost of Table (C)	XXXX
4	Total Cost of Table (D)	XXXX
5	Grand Total, (E) (in figures) =(A)+(B)+(C)+(D)	XXXX
6	Grand Total, (E) (in Words)	XXXX

Sl. No.	Description	Price (in Rs.)
1	Marketing & Branding per tag basis	XXXX

Note: This will not be considered for calculating the total cost of ownership (TCO). In future, if Bank required this, through the selected bidder, then the mentioned price for the marketing & branding will be negotiated.

The above quotation is subject to the following considerations:-

- i. The calculation for arriving at TCO is properly mentioned in the appropriate columns. In case of any anomalies in the calculation for arriving at TCO the Bank will have the right to correct the same and it will be binding upon the selected bidder. TCO will be calculated based on **Table – E**. 6th table is nowhere in consideration for TCO purpose. Hence, for arriving at L1 bidder, TCO will be taken excluding GST, i.e. **Table – E** only.
- ii. If the cost for any line item is indicated as zero or blank then Bank may assume that the said item is provided to the bank without any cost. All cost is quoted in INR only.
- iii. In case of any discrepancy between figures & words, the amount in words shall prevail.
- iv. Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
- v. We have ensured that the price information filled in the Commercial Offer at appropriate column is without any typographical or arithmetic errors. All fields have been filled in correctly.
- vi. Lowest Bidder (L1) will be determined based on the **Table – E**, i.e. **Total Cost of Ownership, i.e. TCO**.
- vii. We have not added or modified any clauses/ statements/ recordings/ declarations in the commercial offer, which is conditional and /or which contain any deviation in terms & conditions or any specification and/or qualified or subjected to suggestions.
- viii. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
- ix. Please note that any Commercial Offer which is conditional and/ or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so such offer will be summarily rejected.

We hereby agree to abide by all the terms and conditions mentioned in the Bank's RFP dated 22.01.2020 and subsequent pre-bid and amendments.

Company Seal

Date

Name & Designation:

Authorized Signatory

Annexure – T : Commercial Bid

Sub: RFP for selection of vendor for Implementation of National Electronic Toll Collection (NETC) as an Issuer under OPEX model for issuance of FASTag (Re-tendering) vide (RFP Ref No. DIT/BPR & BTDOA/130/2019-20 Date: 30.04.2020)

COMMERCIAL BID

Table – (A)					
Sl. No.	Description	Unit Price (in Rs.) (a)	GST (%) (b)	GST Amount (In Rs.) (c)	Total Cost, d=a+c In Rs.
1	One time development and project management fee for end to end NETC Issuing module management system & Customization and integration Cost if any (to meet the scope of the RFP) (in Figures)				
2	Total Cost of (A) (In words)				

Table – (B)						
Sl. No.	Description	Number of Transactions (a)	Unit Price (in Rs.) (b)	GST (%) (c)	GST Amount (in Rs.) (d)	Total Cost for 5 years, (e) = (a)*(b+d) (In Rs.)
1	Recurring Fee					
	b. Transaction processing fee (per transaction)	15,00,000 *				
2	Total Cost of (B) (In words)					

* The number of transactions will be considered for TCO calculation only. The payment should be done based on number of transactions.

Table – (C)					
Sl. No.	Description	Unit Price (in Rs.) (a)	GST (%) (b)	GST Amount (In Rs.) (c)	Total Cost for 5 years, (d) = [(a) +(c)] X 12 X 5 (In Rs.)
1	Recurring Fee				
	b. Call center charges per seat per month on (24*7)				
2	Total Cost of (C) (In words)				

Table – (D)					
Sl. No.	Description	Unit Price (in Rs.) (a)	GST (%) (b)	GST Amount (In Rs.) (c)	Total Cost, d=(a+c)X3,00,000 FASTags* In Rs.
1	Per Tag Procurement Cost				
2	Total Cost of (D) (In words)				

* The above quantity will be considered for the TCO calculation only. The actual figure may vary. There is no minimum commitment of Quantity. The courier charges will be paid as per actuals.

Table E – Consolidation		
Sl. No.	Details	Price (in Rs.)
1	Total Cost of Table (A)	
2	Total Cost of Table (B)	
3	Total Cost of Table (C)	
4	Total Cost of Table (D)	
5	Grand Total, (E) (in figures) =(A)+(B)+(C)+(D)	
6	Grand Total, (E) (in Words)	

Sl. No.	Description	Price (in Rs.)
1	Marketing & Branding per tag basis	

Note: This will not be considered for calculating the total cost of ownership (TCO). In future, if Bank required this, through the selected bidder, then the mentioned price for the marketing & branding will be negotiated.

The above quotation is subject to the following considerations:-

- i. The calculation for arriving at TCO is properly mentioned in the appropriate columns. In case of any anomalies in the calculation for arriving at TCO the Bank will have the right to correct the same and it will be binding upon the selected bidder. TCO will be calculated based on **Table – E**. 6th table is nowhere in consideration for TCO purpose. Hence, for arriving at L1 bidder, TCO will be taken excluding GST, i.e. **Table – E** only.
- ii. If the cost for any line item is indicated as zero or blank then Bank may assume that the said item is provided to the bank without any cost. All cost is quoted in INR only.
- iii. In case of any discrepancy between figures & words, the amount in words shall prevail.
- iv. Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
- v. We have ensured that the price information filled in the Commercial Offer at appropriate column is without any typographical or arithmetic errors. All fields have been filled in correctly.
- vi. Lowest Bidder (L1) will be determined based on the Table – E, i.e. Total Cost of Ownership, i.e. TCO.
- vii. We have not added or modified any clauses/ statements/ recordings/ declarations in the commercial offer, which is conditional and /or which contain any deviation in terms & conditions or any specification and/or qualified or subjected to suggestions.
- viii. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
- ix. Please note that any Commercial Offer which is conditional and/ or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so such offer will be summarily rejected.

We hereby agree to abide by all the terms and conditions mentioned in the Bank's RFP dated 22.01.2020 and subsequent pre-bid and amendments.

Company Seal

Date

Name & Designation:

Authorized Signatory

Annexure – U : Deed of Indemnity

PROFORMA FOR DEED OF INDEMNITY

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

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

IN FAVOUR OF

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

WHEREAS

1. The Obligor has

- A. offered to provide solution for the **RFP for selection of vendor for Implementation of National Electronic Toll Collection (NETC) as an Issuer under OPEX model for issuance of FASTag (Re-tendering)** with the specifications as prescribed in the Agreement / Contract dated _____ during the period of **Five years** from the date of acceptance of the purchase orders issued by the Bank from time to time. The Supply of solution by the obligor is herein after referred to as “**Supply**”.
- B. Agreed to install and provide comprehensive maintenance for the Equipments, material used and workmanship by them in terms of the Agreement / Contract dated _____ and respective Purchase Orders issued from time to time during the warranty period of **60 months** and also during the post warranty period if required at the discretion of UCO BANK. (The installation and maintenance are herein after collectively referred to as “**Service/s**”).
- C. Represented and warranted that they have all permissions, consents, approvals from all authorities, both regulatory and non-regulatory, for providing solution for the **RFP for selection of vendor for Implementation of National Electronic Toll Collection (NETC) as an Issuer under OPEX model for issuance of FASTag (Re-tendering)**.
 - a. Represented and warranted that the aforesaid supply/services offered to UCO BANK do not violate any provisions of the applicable laws, regulations or guidelines including legal and environmental. In case there is any violation of any law, rules or regulation, which is capable of being

remedied, the same will be got remedied immediately during the installation, maintenance and contract period to the satisfaction of UCO BANK.

b. Represented and warranted that they are authorized and legally eligible and otherwise entitled and competent to enter into such Contract/ Agreement with UCO BANK.

2. One of the conditions of the aforesaid Agreement is that the Obligor is required to furnish an indemnity in favor of UCO BANK indemnifying the latter against any claims, losses, costs, actions, suits, damages and / or otherwise arising due to or on account of Obligor's violations of any trademarks, patents, copyrights and licenses, the applicable laws, regulations, guidelines during the Supply / Services to UCO BANK as also for breach committed by the Obligor on account of misconduct, omission and negligence by the Obligor.
3. In pursuance thereof, the Obligor has agreed to furnish an indemnity in the form and manner and to the satisfaction of UCO BANK as hereinafter appearing;

NOW THIS DEED WITNESSETH AS UNDER:-

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

- (1) The Obligor shall, at all times hereinafter, save and keep harmless and indemnified UCO BANK, including its respective directors, officers, and employees and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against UCO BANK by whomsoever and all losses, damages, costs, charges and expenses that UCO BANK may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, guidelines and also from the environmental damages, if any, which may occur during the contract period.
- (2) The Obligor further agrees and undertakes that the Obligor shall, during the contract period, ensure that all the permissions, authorizations, consents are obtained from the local and/or municipal and/or governmental authorities, as may be required under the applicable laws, regulations, guidelines, orders framed or issued by any appropriate authorities.
- (3) The Obligor further agrees to provide complete documentation of all Equipments/accessories/and other software, they are having. The Obligor shall

also indemnify and keep indemnified UCO BANK against any levies/penalties/claims/demands, litigations, suits, actions, judgments, in this regard.

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

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

Signed and Delivered on behalf of (_____)

By the hand of (_____) the authorized official of the Obligor)

Annexure – V : Escalation Matrix

Sub: RFP for selection of vendor for Implementation of National Electronic Toll Collection (NETC) as an Issuer under OPEX model for issuance of FASTag (Re-tendering) vide (RFP Ref No. DIT/BPR & BTD/OA/130/2020-21 Date: 30.04.2020)

RFP Ref No.: DIT/BPR&BTD/OA/130/2020-21 Date: 30.04.2020.

Escalation Matrix
(Format of Supporting Centre's Details)

Sl. No.	Name	Role	Designation	Full Office Address	Contact Details	Email Address
1			First Level contact			
2			Second level contact (if response not received within 3 hours)			
3			Regional / Zonal Head (If response not received in 12 Hours)			
4			Country Head (If response not received in 24 Hours)			

Note: Any change in designation, substitution will be informed to us immediately.

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date: