



UCO BANK

Department of Information Technology


Request for Proposal (RFP) to Set up, Manage and Operate Merchant Acquiring Business through POS on Rental Model.

RFP Ref. No.: DIT/BPR & BTD/OA/1488/2019-20 Dated: 08/07/2019


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

Sl. No.	RFP Page No.	RFP Clause No.	Original RFP Clause	Subject/Description	Query sought/Suggestions	Bank Response
1	73	Annexure-9, Clause-1		Availability of Switching, related Hardware, software and technical expertise: Own (Primary as well as DR):20	Since the RFP allows to use a 3rd party partner for switching, pls clarify if the 3rd party partner has its own primary /DR setup then can we be eligible for 20 points in this section.	Yes.
2	74	Annexure-9, Clause-3		Robustness and scalability of processing platform. Installed and utilized Capacity details should be provided	We believe that the terminal slabs are on the higher side as not many vendors would have such high installation count. Request for granting max points if 50,000 terminals are present, as this count is a high enough number for proving robustness. Also, the next clause give a transaction volume slab which again establishes robustness.	Clause Stands as per RFP.


3	82	Annexure-14		Bill of material (commercial format)	How to arrive at cost of ownership? Is there any terminal count & installation period we should assume for each item to compute the TCO?	Commercial is based on monthly rent per unit. Please refer Annexure 14, commercial also attracts weightage under item description. Bidder to quote the unit price.
4	15	8 A(a)		Rent recovery from merchant	Since the agreement is between bank and merchant, bidder has no legal authority to recover rent from merchant, we request bank to amend the clause.	Bank will put necessary clause in Master agreement with merchant stating that Bank will render support in recovery if any from merchant. However, if any rent or terminal, if missing, are incurring losses on account of non-submission of machine or rent, the Bank will share 50% of the cost of terminal as per WDV as per bank's policy for electronic goods.. The bidder is to ensure that the terminal are covered under insurance and benefit of insurance claim if any is to be passes to the Bank.
5	18	8 E (i)		Emi	Please advise who will having tie up with banks for EMI.	Selected bidder will take up with the issuing Banks for EMI service.


6	18	8 E(i)		DCC	Please advise who will bear the annual cost of DCC registration with schemes	Bank has dropped DCC service as part of this RFP. If in future, DCC service is required Bank will take the call with the selected partner on mutual agreed terms and condition.
7	37	44 (e)		SLA Timelines	We request Bank to increase the TAT of repair/replacement.	Clause Stands as per RFP. National Holidays and weekly holiday (Sunday) will be excluded.
8	37	45		Penalties	 We request bank to change the penalty from hrs. to days and reduce the amount	Please treat modified line for Penalty for Service level as " The penalty for the downtime will be calculated at Rs. 50/- per day subject to maximum of Rs. 300/- per month per terminal as Liquidated Damages/Penalty for downtime based on the downtime report submitted by the bidder on monthly basis. In case if POS terminal is out of order(which requires a support from bidder) for more than 15 days the monthly rent will not be served/paid for such terminals.

9	39	50		Project Timelines	Timelines have dependency on schemes for issuance of bin and certification slots	Clause Stands as per RFP.
10	9	5. Eligibility Criteria		"The Bidder should be a single entity. No consortium is allowed"	Please allow Consortium either Indian or global. This will also invite more competitive bids	Clause Stands as per RFP.
11	9	5. Eligibility Criteria		The bidder should have executed at least ONE full cycles of ME business process right from acquisition of merchants to Reconciliation and settlement and also managing chargeback process and risks for at least 1 Scheduled Commercial banks in India and has installed minimum of 25,000 POS terminals.	"Request to please amend as under: The bidder should have executed at least ONE full cycles of ME business process right from acquisition of merchants to Reconciliation and settlement and also managing chargeback process and risks for at least 1 Scheduled Commercial banks in India and has installed minimum of 25,000 POS terminals. (OR) Supply of PoS device to any Government sectors during the last 3 years."	Clause Stands as per RFP.
12	38	47. Payment Terms		"i. The Bidder must accept the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment	please provide payment on milestone completed.	Clause Stands as per RFP.

				<p>shall not amount to a default on the part of the Bank.</p> <p>ii. The payments will be released/accepted only through NEFT / RGTS and the Successful Bidder/s has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc.</p> <p>iii. The payment will be released after deducting applicable GST & TDS."</p>		
13	10	Point no .7/ Eligibility criteria		<p>The bidder should have both primary and DR centre fully audited and complied with VISA/MASTER , rupay and Amex guidelines</p> <p style="text-align: center;"></p>	<p>There was no defined audit guidelines from the network.. It will be audited on the standard protocol in general.. Pl check an clarify</p>	<p>PCI-DSS certificate and other relevant audit compliance is to be submitted. All the regulatory guidelines issued from time to time be adhered without any cost to the Bank.</p>
14	12	Point No. b /revenue sharing model		<p>The net revenue generated from the acquiring business after apportioning VISA/MC/RUPAY/AMEX transacgion charges & issuer interchange Net revenue after removing all the cost) shall between the bank and the successful bidder on 60:40 (60% will be of the bank and 40% of the selected bidder)</p>	<p>if the bidder to invest on the certification . Recurring charges of the network, why the bank expect for 60% of the net revenue share.Bank should consider reducin the share as the bank enjoyt the float , interest from the merchants as additional income, which many not be the case with the bidder.</p>	<p>Please refer corrigendum.</p>
15	12	Point No. d / revenue sharing model		<p>MDR and other charges to be levied to the merchants will be decided by the bank in consultation with the selective bidder.</p>	<p>Is it the standard MDR? Request to be differential rates</p>	<p>Post selection of the bidder, bank in consultation with the selected partner will fix the MDR based on MCC so that it will be competitive as well help to garner the</p>

						business.
16	13	Point No. h/ revenue sharing model		VISA/MASTER/RUPAY/JCB/UPI & AMEX certification charges including audit charges shall be borne by the successful bidder	Industry practice normally the bank used to bear the charges, there will be one time and recurring charges from the network, request the bank to at least bear the recurring cost.	Clause Stands as per RFP.
17	13	Point No. g/ revenue sharing model		The rate quoted should be in terms of percentage of net revenue. यूको बँक UCO BANK	Whereas in commercial BID format, it was stated as rentals...please clarify	Commercial is based on monthly rent per unit. Please refer Annexure 14, commercial also attracts weightage under the item description. Bidder to quote the unit price. Revised commercial format enclosed.
18	48	Point 66, All Sub - clause		All sub-clause	Call center is required 24x7 or 7 am to 10 pm	24x7, with sufficient man power to handle the calls and execute support on timely basis.
19					Paper rolls will be normal or special, with branding or without branding. If Paper rolls are to be procured by FSS then branding will be of FSS or Bank or of both. Branding will be coloured or monochrome	BANK branding to be done.
20					For fresh terminal installations, FSS will make 3 attempts. In case merchant is refusing / not available / avoiding the installation	Bank will coordinate between merchant and selected partner for better coordination.

					then it will be Bank's SPOC's responsibility to arrange for the joint visit at merchant location with field engineer and get the installation done in his presence	
21	8	Point no-3	Clause no-1		Request the bank to specify the list of other associated acquiring channels that the bank wishes to set up, Manage apart from POS	RFP speaks up clearly on this, please go through it.
22	12	7	Clause point-L		The schemes/Interchanges to be supported as per of the scope of the RFP are RuPay, VISA, MasterCard and Amex. Request the bank to provide complete list of interchanges to be supported	RFP speaks clearly of business model and also interchanges are very much available in industry to derive any conclusion. Once on boarded it will be shared.
23					ALL mentioned VAS services we assume will be integrated with Banks VAS servers. Possibility switch will have capability for integration. Please confirm	As and when demand or need comes for VAS service, selected partner to ensure for its availability.
24	9	Eligibility Criteria	Clause no-2	The bidder should have executed at least ONE full cycles of ME business process right from acquisition of merchants to Reconciliation and settlement and also managing chargeback process and risks for at least 1 Scheduled Commercial banks in India and has installed minimum of 25,000 POS terminals.	Request Bank for waiver of this clause	Clause Stands as per RFP.
25	10	Eligibility Criteria	Clause no-5	The Bidder should own/ have a valid license from Card Network Associations Visa, Master & Rupay and should be in POS Acquiry Business for the past two	Request Bank for waiver of this clause	Clause stands as per RFP.


				years which involves activities like Direct Acquisition of Merchants, POS deployment, maintenance, transaction, POS transaction processing, enabling the payments to Acquiring Banks, Merchant Payment net of MDR, monitoring of transactions, dispute Management etc. The infrastructure should be in use by at least One Scheduled Commercial banks in India for switching POS transactions.		
26	66	Annexure-5	point 6 &7		Please clarify meaning of "Not of the group"	The bidder must submit the financial strength of its own rather of any parent or sister company.
27	67	Annexure-5	Point-12		Please modify this clause as "Capability of managing Merchant Acquiring Business through POS" . Self certificate to be provided	Clause Stands as per RFP.
28	70	Annexure-7	Point-6C		"Nature & Description, Staff consultancy work ordered by the customer during 2years." require clarity on Staff consultancy.	Clause stands deleted.
29	74	Annexure-9	Point-4		Request Bank for waiver of this clause	Clause Stands as per RFP.
30	74	Annexure-9	Point-6		Bank to reconsider initial slab of employees working in call center to start from 15 instead of 50	Clause Stands as per RFP.

31	81	Annexure-13			Request Bank to reconsider number of POS terminals installed to 2000 from 5000	Clause Stands as per RFP.
32	12	7	Point-d		" MDR and other charges to be levied to the merchants will be decided by the Bank in consultation with the successful Bidder. Bidder would like to clarify that any charges levied shall be subject to applicable laws and statutory provisions."	Clause Stands as per RFP.
33	14	7	Point-u	Amount due to the Bank from Network Associations (VISA, MasterCard, RuPay & Amex) during the settlement process shall be claimed & received promptly and any delay in staging/claiming legitimate amount due to the Bank and consequent income loss including the cost of funds on account of that shall be borne by the successful Bidder and shall be compensated to the Bank.	Bidder requests this clause to be deleted	Clause Stands as per RFP.
34	15	8. Scope of Work	Point-a of A.	There will be a master contract between the Bank and the selected Bidder for entire POS business so that for each merchant acquisition, Bank can execute the contract with the merchant directly. However, due to any reason, if the rent is not recoverable from the merchant, the responsibility will be on the respective bidder for recovery of rent. Bank will assist the Bidder in every possible way for recovery of the rent/loss on the strength of the merchant agreement	"Bidder requests that the term ""However, due to any reason, if the rent is not recoverable from the merchant, the responsibility will be on the respective bidder for recovery of rent"" in the clause be deleted"	Clause Stands as per RFP. However, please refer earlier reply in pre bid for clarity.

				executed by the merchant with the Bank.		
35	16	8. Scope of Work	Point-b of B	Financial penalties as decided by the Bank would be imposed in case of infringement of these data security standards besides recovering the monetary loss to the Bank.	Bidder requests this clause to be deleted	Clause Stands as per RFP.
36	17	8. Scope of Work	Point-h of B	Cost of patch and software up gradation, additional features in POS machine on account of Regulatory, statutory, Network, Security compliance shall be borne by the successful Bidder	Bidder would like to clarify that any such upgradation shall be subject to mutual agreement and till the successful conclusion of such mutual discussion, Bidder shall not be liable to comply with any such new compliance requirements.	Clause Stands as per RFP.
37	18	8. Scope of Work	Point-f of E	Amount due to the Bank from Network Associations (VISA, Master Card, RuPay, Amex etc) during the settlement process shall be claimed & received promptly and any delay in staging/claiming legitimate amount due to the Bank and consequent income loss including the cost of funds on account of that shall be borne by the successful Bidder and shall be compensated to the Bank.	Bidder requests Bank to delete the term "and any delay in staging/claiming legitimate amount due to the Bank and consequent income loss including the cost of funds on account of that shall be borne by the successful Bidder and shall be compensated to the Bank" in this clause.	Clause Stands as per RFP.
38	18	8. Scope of Work	Point-g of E	The successful bidder shall have dedicated team for attending trouble shooting calls and other Merchant queries.	Bidder requests Bank to delete the word "dedicated" in this clause	Clause Stands as per RFP.
39	32	33. Proposal Ownership	Point-a	The proposal and all supporting documentation submitted by the bidder shall become the property of the Bank.	BIDDER would like to clarify that the use of submitted response to this RFP Document would be restricted only for evaluation purpose within Bank but	Clause Stands as per RFP.


					BIDDER would remain as the owner for all purposes and be treated confidential as the same being proprietary to the BIDDER and be subject to relevant confidentiality restrictions as appropriate.	
40	35	40.	Point-d	The Bank will consider the inability of the Bidder to carry out the Solution within the specified time limit. The breach of contract would entail the payment of Liquidation Damages on the part of the Bidder.	Bidder requests this clause to be deleted	Clause Stands as per RFP.
41	38	45.	Point-d	Penalty/LD is not applicable for the reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the Bidder to prove that the delay is attributed to the Bank or Force Majeure. The Bidder shall submit the proof authenticated by the Bidder and Bank's official that the delay is attributed to the Bank or Force Majeure along with the bills requesting payment.	Bidder requests that the burden of proof should not be on the Bidder	Clause Stands as per RFP.
42	38	47.	Payment Terms	"The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank."	Bidder requests this clause to be deleted	Clause Stands as per RFP.
43	39	48	Order Cancellation	Order Cancellation	"BIDDER would like to discuss with Bank to have a mutual termination clause. Further, BIDDER would like to discuss with Bank that any termination by Bank under this contract be only for	Clause Stands as per RFP.

					<p>cause accompanied with an adequate cure period (minimum of 90 days) for the rectification of the default.</p> <p>BIDDER requests that the excess costs of such procurement of third party Goods/Services vests with the Bank as opposed to BIDDER.</p> <p>"</p>	
44	39	49	Training	Training	Bidder requests that Bank reimburse the cost of out of pocket expenses .	Clause Stands as per RFP.
45	40	51, point-2	Period of Contract	"Period of contract The period of contract is for 3 years and can be extended based on the satisfactory performance of the bidder for another 2 years with the same terms & conditions at the sole discretion of the Bank. However, there shall be a yearly review of the performance of the Bidder/s by the Bank."	Bidder requests any renewal of contract should be subject to mutually agreed terms and conditions especially commercials. The review of performance of Bidder/s by the Bank should be subject to 90days of cure period in case of any default.	Extension of contract for another 2 years will be based on mutual agreement. Other clause stands as per the RFP.
46	40	51, point-4	Adherence to Standards		Bidder clarify that any such exeruse should not result in any loss of business, goodwill and/or reputation of the Bidder.	Clause Stands as per RFP.
47	42	51, point-10	Cancellation of contract and compensation		"BIDDER would like to discuss with Bank to have a mutual termination clause. Further, BIDDER would like to discuss with Bank that any termination by Bank under this contract be only for cause accompanied with	Clause Stands as per RFP.

					<p>an adequate cure period (minimum of 90 days) for the rectification of the default.</p> <p>BIDDER would request the Bank that before taking any decision on discrepancy, unsatisfactory performance or delay, reasonable opportunity to be heard to be given to the BIDDER.</p> <p>BIDDER requests that the excess costs of such procurement of third party Goods/Services vests with the Bank as opposed to BIDDER.</p> <p>"</p>	
48	43	53	Intellectual property rights	 <p>""BIDDER would like to clarify that BIDDER is willing to indemnify for any breach of any intellectual property of products as delivered by BIDDER (and not for any use by the Bank due to lack of visibility on the same) provided such breach of IPR is solely caused by any act or omission of the BIDDER. Further, the BIDDER would like to clarify that its indemnification obligation will be limited to direct claim cap on liability included in the contract and subject to the Bank: (i) notifies the BIDDER immediately after the claim</p>	Clause Stands as per RFP.	

					is asserted or threatened, (ii) BIDDER has full control over the defence, settlement or other resolution of the claim, (iii) Bank does not take a position that is adverse to BIDDER, (iv) at BIDDER's request, Bank assists the BIDDER in defending, settling or otherwise resolving the claim, and (v) there is no modification to the Services without the written authorization of the BIDDER. Further, any deduction from the BIDDER's fee is subject to its prior written consent. "	
49	43	53, point-c	Intellectual property rights	Remedies contained herein, the bidder shall be responsible for payment of penalties in case service levels are not met because of inability of the bank to use the proposed solution.	Bidder requests Bank to delete this clause as it is not agreeable to Bidder	Clause Stands as per RFP.
50	44	55	Indemnity		Bidder requests this clause be modified, as BIDDER would like to clarify that BIDDER is willing to indemnify only for any breach of confidentiality, gross negligence and wilful misconduct (directly attributable) on the part of BIDDER, breach of intellectual property rights. Bidder will be unable to indemnify the Bank for any use by the Bank of the	Clause Stands as per RFP.

					same, due to lack of visibility. BIDDER would also like to clarify that it shall pass through the relevant indemnities of the manufacturer to the Bank for equipment's, accessories etc.,	
51	45	56	Inspection of Records		Any audit will be cooperative of BIDDER's confidentiality and security restrictions and guidelines.	Clause Stands as per RFP.
52	45	58	Publicity		Bidder requests this clause be a mutual restriction on both parties	Clause Stands as per RFP.
53	45	60	Confidentiality and Non-Disclosure		Bidder requests Bank that this Clause be mutual	Clause Stands as per RFP.
54	47	63	Negligence		Bidder requests deletion of this clause as it is contrary to the cure period of 90 days required by the Bidder	Clause Stands as per RFP.
55	2		Bid Control Sheet	Last Date and Time for receipts of tender bids - 08.08.2019 at 4:00 PM	Request the bank to provide an extension of atleast 15 days for the bid submission post publishing the corrigendum.	Please refer notice dated 07.08.2019. Bid submission date is extended upto 27.08.2019 4:00 PM
56	10		Eligibility Criteria: 6	The bidder through own switch/ third party switch (which bidder is licensed to use) should have connectivity with Network/scheme provider for routing VISA, AMEX, Mastercard and RuPay transactions.	We understand that any connectivity between Bank and Bidder's DC & DR will be borne by the Bank in terms of costing and management. Please confirm our understanding.	Clause Stands as per RFP. The cost is to be borne by the bidder. For further clarity please refer corrigendum.


57	11		Eligibility Criteria: 9	The firm/Company should have a positive net worth in last two years.	Request the bank to Maintain 3 years Profit and 3 years Positive Net Worth in its Eligibility Criteria, to ensure players with proven track record are allowed to bid who can then partner with the bank towards achieving its business goals.	Clause Stands as per RFP.
58	12		"7. Requirement Details: Revenue sharing Model - a)"	The successful Bidder shall manage the end-to-end POS acquiring business ranging from Capital investment in procurement of POS machines 	"1. Would terminals be Owned by the bidder? Or would the bank Buy these terminals from the Bidder? 2. What are the terminal models expected by the Bank (PSTN/GPRS/MPOS)? 3. Bidder also requests the Bank to clarify whether the terminals PO would be under lock-in arrangement." "	Yes. Terminals will be owned by the bidder as it is on rental model. For rest of other queries RFP is clear.
59	13		"7. Requirement Details: Revenue sharing Model - q)"	Acquiring BIN will be of the Bank	As the BIN will be of the bank, hence all cost associated to Schemes should be borne by the bank only. Please confirm.	Please refer corrigendum.
60	13		"7. Requirement Details: Revenue sharing Model - l)"	VISA, MasterCard, RuPay, JCB, UPI & Amex certification charges including audit charges shall be borne by the Successful Bidder along with all other tools charges.	Certification charges to the schemes is ideally borne by the bank. Request the bank to Bear these charges, while the bidder supports the bank with the certification activity.	Clause Stands as per RFP .
61	13		"7. Requirement Details: Revenue sharing	There will not be any Capital or revenue investment from the Bank	Would the terminals thus be owned by the bidder? Is the bidder thus permitted to collect the Terminal Rental Directly from the merchant?	Rent collection will be done by the Bank.


			Model - p)"			
62	13		7. g)	The rate quoted should be in terms of percentage (%) of Net revenue (MDR+ charges for VAS + surcharge if any+ Any other revenue other than monthly rent for POS machines – interchange – Network charges) exclusive of GST & other applicable taxes.	Bidder requests the Bank to clarify whether the VAS capability fulfillment on terminals is to be there from Day 1 or can that be developed as our partnership progresses?	As and when the demand or need arises, VAS facilities to be introduced but cash@pos to be from day 1.
63	14		"7. Requirement Details: Revenue sharing Model - v)"	The successful bidder shall have a dedicated team for attending trouble shooting calls and other Merchant queries. The trouble shooting shall be done as per the timelines fixed in the Service Level Support Response Time & Penalties (Clause No: 44). Any delay attracts levy of Liquidated damages/penalty by the Bank, as per Clause No 44 of this document.	"Bidder requests the Bank to clarify whether the bank is requesting for a dedicated contact service centre or a shared contact service centre? Also, Bidder requests the Bank to clarify whether the contact centre can function for 16hrs X 365 days from 07:00hrs to 23:00hrs?"	Clause Stands as per RFP and is clear. The thought behind the clause is as and when Bank's merchant or officials needs assistance, it is to be responded and resolved well in time.
64	14		"7. Requirement Details: Revenue sharing Model - u)"	Amount due to the Bank from Network Associations (VISA, MasterCard, RuPay & Amex) during the settlement process shall be claimed & received promptly and any delay in staging/claiming legitimate amount due to the Bank and consequent income loss including the cost of funds on account of that shall be borne by the successful Bidder and shall be compensated to the Bank.	"Income loss has to be borne by Bank in case of foreign exchange differences fluctuations. Please confirm." "	Clause Stands as per RFP.
65	15		8.A	Scope of contract and Deliverables	"1. Bidder requests the Bank to clarify whether while creating Lead will the Bank ensure stock availability with Bidder and whether such	Clause Stands as per RFP and only modification part is " If the merchant is Bank's existing customer or if


					requirements will be highlighted to the Bidder at least 1 month in advance? 2. Bidder requests the Bank to clarify whether the Bidder will be the only liable for rent recovery from merchants, in case merchants do not pay the charges, as 60% stake will be of Bank and Bidder will have only 40% stake as per the scope."	merchant has been brought by the selected partner and maintains account for 9 months, any rent recovery default/loss will be bear by the Bank and selected partner in 50:50 ratio on WDV (Written Down Value).
66	16		8.B.d	Should provide network monitoring and ensuring seamless connectivity of POS machines	"Bidder requests the Bank to clarify whether the Bidder will be able to clearly identify and monitor the Network issue at NSP or with Bidder Network . Bidder requests the Bank to clarify whether the Bank would provide the SIM's or would the SIM's be procured by the Bidder."	Clause Stands as per RFP. SIM to be procured by the bidder.
67	17		"8. Scope of Work E. The Bank also requires the following services to be provided by the successful Bidder"	c. Execution of Merchant Agreement on behalf of the Bank and advising the identified branch for account opening activities	"Would this be a tripartite agreement between Merchant, Bidder and Bank? Who would bear the cost of the Stamp Duty? What would the Jurisdiction for the agreements signed (to arrive at the stamp duty cost)? Would there be a separate Temrinal Rental Agreement between the Merchant and the Bidder?"	The master agreement will be between Bank and bidder. This agreement will be executed at Kolkata. For faster delivery and execution, merchant acquisition/onboarding agreement will be between Bank and merchant only.

68	18		"8. Scope of Work E. The Bank also requires the following services to be provided by the successful Bidder"	g. The successful bidder shall have dedicated team for attending trouble shooting calls and other Merchant queries	Does the bank require a dedicated set of resources for this activity? Or can the bidder manage this from his pool of shared resources?	Clause Stands as per RFP and is clear. The thought behind the clause is as and when Bank's merchant or officials needs assistance, it is to be responded and resolved well in defined time.
69	29		25. Normalization of Bids:	b. Incremental bid submission in part of the requested clarification by the Bank. OR Revised submissions of the entire bid in the whole	"Please provide more details on the Normalization process. Since the final selection is based on Commercial H1, please provide details of the impact of any Normalization on the Final selection process."	Clause Stands as per RFP. Selection of bidder is based on the lowest rent offered per unit per month against the weightage assigned for the item description.
70	30		30.b.	On completion of evaluation process of commercial bids and based on any other clarification submitted by the Bidder in response to the Bank's query, the contract will be awarded to the H1 Bidder as stated above in 26(e).	The Bill of Material Commercial Format includes "Total Cost of Ownership", hence the contract should be awarded to the Lowest -L1 Bidder, whereas the RFP mentions that the contract will be awarded to the Highest -H1 Bidder. Please Clarify.	Selection of bidder is based on lowest rent offered per unit per month against the weightage assigned under item description.
71	31		31.i.	"The award of the contract will be given in the following order:- H1 45% H2 30% H3 25% However, Bank may change the above ratio based on performance,	Bidder requests the Bank to provide clarity on the distribution of the Business to the Bidder. Will it be on Geographical basis? Please provide detailed information.	RFP clause stands modified as under:- "The award of the contract will be given in the following order:- L1 60% L2 40%


				urgency as well on business need. "		However, Bank may change the above ratio based on performance, urgency as well on business need.
72	35	C		Bidder/s should ensure the latest software and hardware for the solution with capability to take the present and future load with better efficiency and uptime of 99.5%.	Request the bank to relax the uptime requirement to 99%.	Clause Stands as per RFP.
73	37	44. e		<p>"Metro 24 Hours 3 Days Urban 48 Hours 5 Days Semi Urban 72 Hours 7 Days Rural 72 Hours 7 Days For each of the downtime, there should be a base data, which captures the date and time of non-availability (the start date and time (Timestamp of complaint lodgment) and also end date and time (Timestamp of call closure) for each nonavailable reason). Reports should be generated automatically from the data based on scheduled tool provided by the Bidder/s. In cases of disputes on uptime, Bank's decision will be final. The penalty for downtime will be calculated @ Rs. 20 per hour per MC of downtime."</p>	<p>"Bidder requests the Bank to revise the TAT's as per below which is practical and acceptable by the Acquiring Banks in India: Metro Service TAT -2 days, Subregions or remote location TAT - 5 days. Also, Bidder requests the Bank that all penalties mentioned in RFP to be capped at 10 % of monthly billing."</p>	<p>Clause Stands as per RFP. National Holidays and weekly holiday (Sunday) will be excluded. Please treat modified line for Penalty for Service level as " The penalty for the downtime will be calculated at Rs. 50/- per day subject to maximum of Rs. 300/- per month per terminal as Liquidated Damages/Penalty for downtime based on the downtime report submitted by the bidder on monthly basis. In case if POS terminal is out of order(which requires a support from bidder) for more than 15 days the monthly rent will not be served/paid for such terminals.</p>

74	37	45		Penalty	Bidder requests the Bank that all penalties mentioned in RFP to be capped at 10 % of monthly billing.	All Clause Stands as per RFP other than modified ones in pre bid response.
75	37	45		"Penalty for Service level: The penalty for the downtime will be calculated at Rs.20/- per hour subject to a maximum of Rs.300/- per month as Liquidated Damages/Penalty for downtime based on the downtime report submitted by the bidder on monthly basis." 	Penalty amount is too high, Bidder requests the Bank to have a maximum capping of Rs.50.	Please treat modified line for Penalty for Service level as " The penalty for the downtime will be calculated at Rs. 50/- per day subject to maximum of Rs. 300/- per month per terminal as Liquidated Damages/Penalty for downtime based on the downtime report submitted by the bidder on monthly basis. In case if POS terminal is out of order(which requires a support from bidder) for more than 15 days the monthly rent will not be served/paid for such terminals.
76	39	48.c		Bank shall serve the notice of termination to the bidder at least 30 days prior, of its intention to terminate services during the contract period.	Bidder Requests the Bank to revise the notice of termination to the bidder to atleast six months.	Bank shall serve the notice of termination to the bidder at least 90 days prior, of its intention to terminate services during the contract period.
77	40	5		It may be noted that Bank will not pay any expenses / charges/ fees / traveling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket	"Bidder Requests the Bank to provide clarity on Installation and Service calls for remotest locations like Leh/Laddhakh, Tawang,	Clause Stands as per RFP however for extreme geographical places like Leh/Laddhalk , Tawang


				expenses under any circumstances.	Port Blair and other Islands. To service at exceptional geographies, Bidder gets compensated by existing clients to cover up the travel and boarding expenses in such remote geographically challenging locations. Request the bank to look into this aspect and confirm to compensate the Bidder for such Servicing by providing approval basis the supporting documents submitted by the Bidder."	separate timeline may be fixed.
78	44	55		Indemnity 	The bidder's aggregate liability in connection with obligation, under taken as part of this project regardless of the form or nature of the action giving rise to such liability, shall be limited to the Annual Value of Contract of the project.	Clause Stands as per RFP.
79	48	65		"65. Responsibilities of the Bank: f. To finalize the POS pricing policy for merchants in consultation with successful Bidder"	"1. Believe this would be a model based pricing driven by the Bidder as the bidder would be the Asset (Terminal) owner. 2. Request the bank to add the ""Collection of Monthly terminal rental from the Merchants"" to its responsibility and that the bank would be paying the Bidder for the terminal rental irrespective of the collection of such amounts from the merchant"	Clause Stands as per RFP. Clarification already provided in pre bid queries.

80	48	66		<p>"66. Responsibilities of the successful Bidder g. Purchase, storage, insurance, repairs and maintenance of POS terminals"</p> 	<p>"1. Since the Bidder is responsible for the purchase of the terminals, the decision on the make/model chosen for purchase should rest solely with the bidder. Please confirm our understanding. 2. Bidder will take insurance for Bidder owned terminals & for bank owned terminals, the Bank has to take the insurance. Similarly, for Bidder owned terminals repairs activity will be carried out as per the agreed T&C whereas for Bank owned terminals the repairs activity to be taken care by the bank. Please confirm/clarify our understanding."</p>	<p>Clause Stands as per RFP.</p>
81	49	66. t		<p>Undertake POS terminal maintenance, repair or replacement as required.</p>	<p>For any adapter/battery lost cases or physical abuse of POS machine by merchants, bank would liable to compensate the cost to Bidder. Please confirm.</p>	<p>Clause Stands as per RFP. Please refer earlier reply.</p>
82	50	ii		<p>The successful Bidder may procure the services of local vendors/ sub-contractors, with the explicit permission of the Bank, for terminal installation, merchant training, merchant help desk, terminal repair and servicing, supply of spares and consumables, terminal replacement and installation of terminal application software, should that be required by them. The service provider will be</p>	<p>Agreement copy of sub-contractor may not be possible to be shared since the contractor is a multiple party service provider and service levels of other parties will be an integrity issue if made available to a different party.</p>	<p>Agreement will be preferred however Names, contact details of the sub-contractor to be shared with the Bank.</p>

				solely responsible for under or nonperformance and deficiency of services of such third party bidder (s). No payment will be made by the Bank to the third party bidder (s) for their services. The service provider shall enter into agreement with such bidders and provide a copy of such agreement to the Bank. The agreement between service provider and local vendors/sub-contractors should explicitly include a clause regarding confidentiality of data and other information related to business		
83	51	67. a.		"67. Human Resource Requirement a. The Bidder shall provide a contingent of well trained personnel and extend necessary mentoring and operational support to the intermediary network of agents, etc. as part of the solution/service"	"Please clarify if the personnel requested herein would be working from the bidders premises or the banks premise? In case of Bidders premise, can these be shared resources based on the banks business requirement?"	Clause Stands as per RFP. The bidder is supposed to share / assist/support/educate the Bank officials, merchants as per the need. However at least one resource at Bank premise is required for better coordination, effective rollout and monitoring of the project.
84	82	Annexure 14		"Commercials for Set up, Manage and Operate Merchant acquiring business through POS on revenue sharing Model: Monthly rent quoted by Bidder (in Rs.) inclusive of all Applicable Taxes) (A) "	While the RFP is to Set up, Manage and Operate Merchant Acquiring Business through POS on Revenue Sharing Model, the Commercial Model is on a Per Terminal Per Month basis. Please Clarify.	The Commercial Model is on a Per Terminal Per Month basis against the weightage assigned under item description.
85	--	--	--	Reconciliation	Bidder requests the Bank to provide clarification on the Reconciliation process that the bank wants to include -	The end to end POS management including reconciliation is to be taken care by the

					Please clarify whether the bank is looking at end to end GL level Reconciliation?	selected bidder.
86	--	--	--	Place of operation	Trust the vendor can operate from their own premises and no onsite support is required by the Bank.	At least one resource at Bank premise is required for better coordination, effective rollout and monitoring of the project.
87	--	--	--		Bidder requests the Bank to provide detailed information on the Process for NSTP /Lost terminals recovery from ME/Bank as this is not mentioned in the RFP document	Please refer various pre bid query reply.
88	--	--	--		Bidder requests the Bank to provide detailed information on Paper Rolls and SIM related requirements as these are not mentioned in the RFP document	End to End process along with the operational matter will be part of the selected Bidders which also includes paper and SIM too.
89	--	--	--		Can the Bidder form a Consortium for Non-Technical services? Can Such Consortium partner be part of the Merchant agreement signed?	Selected bidder is liable and govern by the SLA and RFP and its process.
90	--	--	--		Bidder requests the Bank to provide clarity on who will underwrite the financial risk.	Please refer RFP and pre bid reply.
91	--	--	--		Bidder requests the Bank to provide Volume Projections over the contract period for Number of terminals and	Please refer RFP.

					also Average Monthly Transaction throughput per terminal with the average ticket size.	
92	11	Clause 5: Eligibility Criteria, Point. 9		The firm/Company should have a positive net worth	This criteria is not part of Annexure 2 - Eligibility Criteria	Please refer addendum below.
93	11	Clause 6 - Participati on Methodol ogy, Sl. b		If an agent bids on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same solution.	Trust there is no restriction for multiple agents to bid for same OEM, for this RFP	Clause Stands as per RFP. No restriction for multiple agents to bid for same OEM, for this RFP
94	12	Clause 7 - Requireme nt, Pt. a		The successful Bidder shall manage the end-to-end POS acquiring business ranging from Merchant sourcing, Documentation, On-Boarding of Merchants, Capital investment in procurement of POS machines, deployment of POS Machines, Merchant training/Education, maintenance of POS EDC terminals along with operating system & other peripherals, Attending Merchant queries/ ,complaints, Providing consumables, transaction processing, field services at Merchant locations for acceptance of all types of cards issued in association with VISA, MasterCard, RUPAY & Amex, Fraud Risk Management, Recon & Merchant Settlement, Settlement with Card Associations including issuer interchange, network charges etc., Staging, de-installation of POS machines (at MEs request/un-remunerative machines after proper notice to the MEs), Managing disputes	What is the policy of bank in case of digital onboarding, e-onboarding, KYC of existing Merchants, digital processes or soft copies of installation acknowledgement. Can bidder work as a Payment Facilitator to onboard merchants on bank bin facilitated by back to back agreement with Bank and Merchant directly. There are restrictions for merchant onboarding and payout to Merhant for Amex may be required to be routed via designated Nodal bank. Also risk should be ideally be shared as the decision to onboard merchants is with the bank, where in such case the chargeback liability and general business liability for merchants	Clause Stands as per RFP. To better and fasten the merchant acquisition, better practice to be adopted which can be improvised with the time during the contract period on mutual terms.


				like charge back etc. and incurring chargeback liability, any penalties from regulator/Network Associations for non compliance (including KYC), fraud liability, VISA VFMP, MasterCard QMAP & other network liabilities, on Revenue Sharing Model with no cost to the Bank.	onboarded by bank be borne by bank and Merchants onboarded by bidder, be borne by bidder as the legal liability to recover the dues lies with the entity signing the agreement with the merchant. Also benefit for all incentives, promotions and schemes extended by card associations and govt. subsidy to bank should be extended to bidder, as all marketing expences are to be borne by bidder. For purpose of clarity rental to be excluded from revenue share to bank as the bank is not looking to incur any cost for infrastructure or towards device cost.	
						
95	12	Clause 7: Requirement Details, Point. B		The net revenue generated from the acquiring business after apportioning VISA/MC/ RUPAY/Amex transaction charges & Issuer Interchange (Net revenue after removing all the cost) shall be shared between the Bank and the successful Bidder on 60:40 (60 percent will be of the Bank and 40 percent of the selected bidder).	Since all costs and liabilities are being borne by the bidder, the Net Revenue should be shared on 80:20 (80 percent will be of the selected bidder and 20 percent of the bank)	Please refer corrigendum.
96	12	Clause 7: Requirement Details, Point. D		"MDR and other charges to be levied to the merchants will be decided by the Bank in consultation with the successful Bidder."	If the bank would like the bidder to source merchants and share biz liability, Payment facilitator model; would be the best fit for each sourcing party to finalize MDR with ME	Clause Stands as per RFP. However the final call on MDR will be mutually finalized by the Bank and the selected bidder.

97	12	Clause 7: Requirement Details, Point. E		If the MDR is lower than the standard MDR or waived by the Bank and also rent is waived or reduced by the Bank, the differential cost shall be borne by the Bank and the proportionate amount due to the vendor as per stipulated standard MDR shall be paid to the successful bidder	Trust, the proportionate amount due to the vendor towards the differential cost will be settled by bank to bidder by next RTGS working day. Also for purpose of clarity, as bank will not bear any infrastructure or CAPEX cost, rent component will be payable only to bidder and will not be part of the revenue sharing arrangement	Clause Stands as per RFP. Rent component will be paid to the selected bidder as per the terms and conditions of the RFP.
98	12	Clause 7: Requirement Details, Point. F		Similarly if MDR/rent is waived or reduced by the successful Bidder, the same shall be borne by the successful bidder and the proportionate amount due to the Bank as per stipulated standard MDR shall be recovered from the successful bidder.	Will the bank offer lower MDR to New Merchants acquired by the bidder on Payment facilitator / aggregator arrangement, where the customers open an account with the bank	Clause Stands as per RFP. Post onboarding of the selected bidder, Scenarios narrated can be discussed and finalized on case to case basis after going through various factors like cost benefit analysis etc.
99	13	Clause 7: Requirement Details, Point. K		Bidder can source Merchants with or without CASA accounts with UCO Bank.	For merchants desiring to avail POS service sourced by bidder without UCO Bank CASA, bank will agree to merchant payout via NEFT/RTGS in T+1 or via Nodal bank arrangement in case of Payment facilitator	Yes.
100	13	Clause 7: Requirement Details, Point. M		Successful Bidder shall provide details of transactions(BTH file), Transaction alert reports, POS Terminal-wise performance, and other reports as per the requirement of the Bank	Are there any specific formats followed by the bank? If so, can these be shared?	Once the bidder is onboarded formats will be shared. MIS is dynamic and can be demanded as per the need and demand.


101	13	Clause 7 - Requirement Details, Point. T		The settlement will be routed through the Bank and all support for settlement process shall be provided by the successful Bidder including Merchant payment after collecting MDR, rent & other charges, settlement with Card Associations like payment of issuer interchange, transaction charges, issuer interchange to our Bank for on-us card transactions, GST payments, income sharing etc.	Bank will agree to merchant payout via bidder Nodal bank arrangement for Amex and in case of Payment facilitator arrangement. Also benefit for all incentives, promotions and schemes extended by card associations and govt. subsidy to bank should be extended to bidder, as bank not looking to bear network related costs and has to be borne by bidder.	Clause Stands as per RFP.
102	14	Clause 7 - Requirement Details, Point. X		The selected bidder/s is required to interact and integrate with other aggregators present in the market for tapping the super retail merchant segment.	Please explain the engagement model of Bidder with other aggregators and what kind of integration is expected	Clause Stands as per RFP. As per this clause bidder is requested to provide the integrated POS facility directly or through partner wherever required like super retail merchant, corporates etc.
103	14	Clause 7: Requirement Details, Point. V		The successful bidder shall have a dedicated team for attending trouble shooting calls and other Merchant queries. The trouble shooting shall be done as per the timelines fixed in the Service Level Support Response Time & Penalties (Clause No: 44). Any delay attracts levy of Liquidated damages/penalty by the Bank, as per Clause No 44 of this document.	Trust the SLA is calculated basis Bank working days only	Clause Stands as per RFP.
104	14	Page 14, Clause 7: Requirement Details, Point. W		Successful Bidder shall adhere to the timelines fixed in the Service Level Support Response Time & Penalties (Clause No:44) for installation/de-installation of POS machines and in attending & rectifying trouble shooting	Trust the SLA in hours is calculated only for Bank working days.	Clause Stands as per RFP. Refer reply in pre bid queries.

				calls by Merchants. Any delay attract levy of Liquidated damages/penalty by the Bank, as per Clause No 44 of this document.		
105	15	Clause 8 - Scope of Contract - (A) Point.-E		The Merchant should be able to submit the daily Transactions/Bills online to the bidder for settlement through Batch Settlement / auto batch settlement process. The merchant agreement between the Bank and Merchant will provide for safe keeping of the records including charge slip by the merchant	We have an advanced process for ME to auto opt for auto settlement. ME can access Mobile App or Service Portal to access further info. Trust no further requirement in such a case	Clause Stands as per RFP.
106	15	Clause 8 - Scope of Contract - (A) Point. E		The Merchant should be able to submit the daily Transactions/Bills online to the bidder for settlement through Batch Settlement / auto batch settlement process. The merchant agreement between the Bank and Merchant will provide for safe keeping of the records including charge slip by the merchant	Trust bank will reimburse bidder for agreement and franking/stamp paper related charges where Merchant agreement is to be executed with bank	Clause Stands as per RFP. Agreement stamp paper cost will be borne by the merchant.
107	17	Clause 8 - Scope of Contract - (B) Point.-F		The bidder should provide Transaction and Merchant Monitoring reports to the Bank and should effectively manage frauds monitoring and any suspicious transactions.	Trust bank will share specific formats with bidder for providing reports	Clause Stands as per RFP.
108	17	Clause 8(B) - Scope of work - Point. G		The EDC terminals deployed by the bidder should be capable of providing value- added services through the terminals e.g. Mobile Recharge, Bill Payment, BBPS, E-ticketing, Cash @POS, EMI, Dynamic Currency Conversion & Multi currency, Bharat QR on POS, UPI on POS, Android POS, NFC, accept NCMC & offline wallets etc, as and when required by the Bank.	Please clarify purpose of listing Android POS as value added services. A quote is not asked for Android POS device in RFP. Kindly elaborate for e-ticketing services, Multi currencies to be supported and requirements thereof, scope for offline wallets. Does UPI through Bharat QR meet requirement of UPI? as	Clause Stands as per RFP. Please refer previous pre bid reply, the value added services will be required as and when need and demand comes.

					separate UPI on POS through VPA is not user friendly.	
109	17	Clause 8(B) - Scope of work - Point. G		The EDC terminals deployed by the bidder should be capable of providing value-added services through the terminals e.g. Mobile Recharge, Bill Payment, BBPS, E-ticketing, Cash @POS, EMI, Dynamic Currency Conversion & Multi currency, Bharat QR on POS, UPI on POS, Android POS, NFC, accept NCMC & offline wallets etc, as and when required by the Bank.	Is NCMC acceptance mandatory or it will be required as needed. Some devices of Bidder may be undergoing NCMC certification and may require timeline of about 2 months for the same. Since certification is in process, can this be considered as meeting the criteria, for bidder to quote for the latest devices ?	Clause Stands as per RFP. The value added services will be required as and when need and demand comes.
110	17	Clause 8(B) - Scope of work - Point. G		The EDC terminals deployed by the bidder should be capable of providing value-added services through the terminals e.g. Mobile Recharge, Bill Payment, BBPS, E-ticketing, Cash @POS, EMI, Dynamic Currency Conversion & Multi currency, Bharat QR on POS, UPI on POS, Android POS, NFC, accept NCMC & offline wallets etc, as and when required by the Bank.	Bidder currently has VISA, Mastercard and UPI on BQR. Rupay CC & DC is under certification and will be available in about 2 months. Since integration/certification is in process, trust this will meet the criteria.	Clause Stands as per RFP. The requested services will be required as and when need and demand comes.
111	17	Clause 8 - Scope of Contract - (C) Point. B		Generating the exceptions and taking appropriate action with the approval of the Bank	Please share more info on exceptions or further requirements of bank, in this regard	Clause Stands as per RFP. Once the bidder is onboarded, details can be shared with the bidder depending on requirement and necessity.
112	17	Clause 8(E) - Scope of work -		a. Merchant Acquisition (enrolment of new merchants)	If the bank would like the bidder to source merchants and share business liability, Payment facilitator model is	Clause Stands as per RFP.

		Point. A			the best fit	
113	17	Clause 8(E) - Scope of work - Point. B		The vendor to source Merchants directly through their sales team	Trust bank will reimburse bidder for agreement for merchant acquiring costs, sales team cost, conveyance, etc in the case where merchant is sourced for bank and not vide a Payment facilitator arrangement	Clause Stands as per RFP.
114	17	Clause 8(E) - Scope of work - Point. C		c. Execution of Merchant Agreement on behalf of the Bank and advising the identified branch for account opening activities 	Trust bank will reimburse bidder for agreement and franking/stamp paper related charges in the case where the agreement is not vide a Payment facilitator arrangement.	Clause Stands as per RFP. Please refer pre bid reply.
115	18	Clause 8(E) - Scope of work - Point. I		The successful Bidder should be able to provide a range of Value added Services & in-store applications to cater to the requirements for the selected merchants. The following value added services should be readily available for deployment at selected merchant location based on demand :: i. Bharat QR ii. PC - PoS iii. Cash @ POS iv. UPI on POS v. EMI vi. Dynamic Currency conversion & Multi currency vii. Android POS viii. NFC ix. Bharat Bill Payment System (BBPS) x. Acceptance of NCMC and offline wallets	Please elaborate on scope for PC-POS, Multi currency, Android POS and Acceptance of NCMC and offline wallets. How bank plans to reimburse bidder for additional cost incurred for VAS, charges associated with VAS, BBPS, DCC, Multi-currency, Android POS & PC POS	Clause Stands as per RFP. Please refer pre bid replies.
116	18	Point I, II & VI		PC-PoS, Dynamic Currency conversion & Multi currency	"What is the expectation with respect to PC-POS? What multi-currency scenarios would the bank	Please refer pre bid reply. For the time being Bank has dropped DCC.

					like to be addressed?"	
117	31	Clause 31 - Splitting of Purchase Orders, Point. I		The award of the contract will be given in the following order:- H1 45% H2 30% H3 25% However, Bank may change the above ratio based on performance, urgency as well on business need.	Considering ICA/BIN costs to be borne by three vendors who may be on different switches may not be feasible, especially for H2 and H3 to bear BIN costs low TID's. Its best to award entire contract 55-45 to H1 & H2 for commercial viability. Also, Bidder should be able to aggregate their own merchants for whom the transactions would be routed on Bank BIN. This would help bidder distribute its cost against more number of merchants.	Please refer pre bid reply and corrigendum. Bank based on cost benefit analysis will agree for aggregate bidder merchants for routing transactions through Bank's BIN.
118	31	Clause 30 - Splitting of Purchase Orders, Point. H		The migration of Existing Me-PoS, if in future is required, it will be awarded in a phased manner to selected bidder. The identification of merchant for migration shall be at the sole discretion of the Bank.	Can you please share number of existing ME-PoS devices that will have to be migrated. Trust bidder will not require to service, de-install, courier any other device, other than that quoted for in the RFP	Clause Stands as per RFP. The exact number will be shared when the need will arise.
119	34	Clause 39 Project plan, Point A.		The Bank shall place order to the selected Bidder/s for "Service provider for set up, manage & operate Merchant Acquiring business through POS on revenue sharing model operations". The selected Bidder/s shall depute its officials at Transaction Banking Division Head Office, Kolkata within 7 days from the date of acceptance of the Order and to	Trust the days referred to are only Bank working days.	Yes.

				arrange for the kick off meeting. During the said meeting the selected Bidder has to give a brief technical overview / presentation regarding the technical methodology being adopted by them and submit a detailed PERT chart with core team members list.		
120	37	Clause 44 - Service level response time and penalties, Point e.		Service Level Support Response Time & Penalties:	Trust the days referred to are only Bank working days.	Please refer previous reply.
121	37	Clause 44 - Service level response time and penalties, Point e.		Service Level Support Response Time & Penalties: 	Please share PIN Code wise classification of Metro, urban, Semi-urban & Rural classification	Will be shared once the bidder is onboarded.
122	37	Clause 45. Penalty		a. Penalty for Service level: The penalty for the downtime will be calculated at Rs.20/- per hour subject to a maximum of Rs.300/- per month per terminal as Liquidated Damages/Penalty for downtime based on the downtime report submitted by the bidder on monthly basis. b. The liquidated damages shall be deducted / recovered by the Bank from any money due or becoming due to the bidder under this purchase contract or may be recovered by invoking of Bank Guarantees or otherwise from bidder or from any other amount payable to the bidder in respect of other Orders. Levying	Downtime should exclude planned maintenance and any unplanned maintenance activity which is communicated to merchants before systems are down.	Planned downtime will be accepted only when prior approval with proper justification is taken from the Bank.

				<p>Liquidated damages is without prejudice to the Bank's right to levy any other penalty where provided for under in the contract. c. All the Penalty/LDs are independent of each other and are applicable separately and concurrently. d. Penalty/LD is not applicable for the reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the Bidder to prove that the delay is attributed to the Bank or Force Majeure. The Bidder shall submit the proof authenticated by the Bidder and Bank's official that the delay is attributed to the Bank or Force Majeure along with the bills requesting payment. e. If the delay is attributable to the Bank, or Force Majeure, or any other circumstances beyond the control of the Bidder then the Bank will extend the period of contract to the extent of delay without charging any Liquidated Damage.</p>		
123	38	Clause 46	<p>The revenue share offered to the Bank must be as a percentage of the Net revenue earned (MDR+ charges for VAS + surcharge if any+ Any other revenue other than monthly rent for POS machines – interchange – Network charges) exclusive of applicable GST & other taxes.</p>	<p>Here it mentions that the Revenue share should be a percentage. But on Page 12, Point B, it mentions the Net Revenue is shared as 60:40 between bank and bidder. Also please confirm that there is no Rev share to be given to bank in device rental as bank is not investing in Capex or rent to Service provider</p>	<p>Clause Stands as per RFP. Net revenue earned is fixed as 50:50 Bank will not take revenue from device cost quoted by bidder to be L1 bidder. The net revenue will be shared as per the corrigendum.</p>	

124	39	Point No. 49 - Trainings		The Successful Bidder shall provide the training to the Merchants & bank's personnel .	Can trainings to Bank personnel be carried out zone wise at a common location in that zone or through VC based training	Plan will be shared once selected partner is onboarded.
125	48	Clause 65 - Responsibilities of the bank - Point. h		To act on risk mitigation advisory from service provider '	bidder should be indemnified and cannot bear any losses if for any reason, banks fails to act for risk mitigation advisory from service provider, for ME onboarding, transaction processing, rent recovery and/or recovery of device and/or its accessories in working condition	Clause Stands as per RFP.
126	49	Clause 66 - Responsibilities of the successful bidder - Point. I		Regularly visit the branches for securing the list of merchant leads for acquisition.	Can bidder provide portal through which bank is able to upload leads for bidder. This will significantly reduce TAT and costs for both Bank and Bidder and increase overall efficiency. How can bidder get list of bank branches and address	Clause Stands as per RFP. Any effort to better and expand the business is appreciable.
127	49	Clause 68 - Social Media Policy - Point. a		"Non-adherence to the standards/guidelines in relation to social media policy issued by the Bank from time to time."	How can bidder access Social media policy of bank and how will bank communicate for changes in future, if any?	Clause Stands as per RFP.
128	61	Annexure 2 - Point 2		The bidder should have executed at least ONE full cycles of ME business process right from acquisition of merchants to Reconciliation and settlement and also managing chargeback process and risks for at least 1 Scheduled Commercial banks in India and has installed minimum of 25,000 POS terminals	Trust installation of 25,000 (mPOS + POS) terminals will meet the requirement as RFP has requirement for mPOS too.	Yes, one complete cycle as desired in the clause with minimum 25000 POS terminals will suffice the need

129	61	Annexure 2 - Point 3		The Bidder should have its own switch/license or through third party switch/license to use the third party switch for routing POS transactions, Merchant Management system, Underwriting system, Risk Monitoring(Both Merchant underwriting and Transaction monitoring) and settlement & Recon system	Acquiring bank may not able to certify on behalf of switch/license from 3rd party switch for routing POS transactions or for aggregator systems. Trust a self declaration can be considered	Clause Stands as per RFP. Proof of same to be submitted as required in RFP.
130	62	Annexure 2 - Point 5		The Bidder should own/ have a valid license from Card Network Associations Visa, Master & Rupay and should be in POS Acquiry Business for the past two years which involves activities like Direct Acquisition of Merchants, POS deployment, maintenance, transaction, POS transaction processing, enabling the payments to Acquiring Banks, Merchant Payment net of MDR, monitoring of transactions, dispute Management etc. The infrastructure should be in use by at least One Scheduled Commercial banks in India for switching POS transactions.	Acquiring bank may not able to certify on behalf of card associations or 3rd party aggregator systems. Trust Payment facilitator/aggregator certificate will suffice from acquirer. Alternatively, a self declaration can be considered and demo would be provided to bank	Clause Stands as per RFP.
131	73	1		"Availability of Switching, related Hardware, software and technical expertise : <ul style="list-style-type: none"> · Own (Primary as well as DR):20 · Primary owned but DR outsourced:10 · Both outsourced :0" 	If bidder has own switch integration underway can we choose higher score if terminals can be operational on our own switch before Go live with bank?	Clause Stands as per RFP.
132	76	15		Sharing of FIRC certificates at monthly (or as decided by Bank), input files for GST tax engine basis which GST would be calculated:	Since we require the process and format from the bank, trust confirmation on this can be done at a later date and till then the criteria can be considered as met	Clause Stands as per RFP.

133	76			Is the proposed hardware / Infrastructure capable of handling the projected volumes and offers a proven solution to meet therequirement	Kindly share transaction volumes projected by the bank	Please refer RFP.
134	---	---	---	General Query	UCO Bank existing POS base and any plan for migration and timeline for the same	At present Bank is having approx. 4700 PoS terminals.
135	---	---	---	General Query	UCO Bank existing POS vendor current arrangement and the challenges faced.	Query not pertaining to RFP.
136	---	---	---	General Query	2019-20 FY POS target (Not mentioned in RFP).	Refer RFP.
137	---	---	---	General Query	Banks expectation for understanding % of opportunity to Mswipe.	Query not pertaining to RFP.
138	---	---	---	General Query	Is bank going to share Its BIN or wanted to go for end to end referral program, Please clarify.	Please refer RFP, Bank's own BIN.

Corrigendum

A) Following changes is to be incorporated in RFP:

Existing	Changed
Name of RFP Request for Proposal (RFP) for SetUp, Manage and Operate Merchant Acquiring Business Through POS on Revenue Sharing Model.	Request for Proposal (RFP) to Set up, Manage and Operate Merchant Acquiring Business through POS on Rental Model.
5. Eligibility Criteria and Annexure 2, Point no-11 The bidder should ensure that there are: a. No legal proceedings pending or threatened against bidder or which adversely affect / may affect performance under the contract; and b. No inquiries or investigations have been threatened, commenced or pending against the bidder or by any statutory or regulatory or investigative agencies	The bidder should ensure that there are: a. No legal proceedings pending or threatened against bidder which adversely affect / may affect performance under the contract; and b. No inquiries or investigations have been threatened, commenced or pending against the bidder by any statutory or regulatory or investigative agencies
27. Short-listing Of Bidders: The Bank will prepare a list of technically qualified bidders on the basis of evaluation of 'Part-B-Technical bid' and will be informed to the shortlisted bidders accordingly.	The Bank will prepare a list of technically qualified bidders on the basis of evaluation of 'Part-B-Technical bid' and will be informed to the shortlisted bidders accordingly. Technical Bid of Bidder with score of 150 or less out of 250 in Technical evaluation (Annexure-9) will not be considered for qualification of Commercial Bid. Successful bidder will be decided on the basis of lowest bid quoted during Reverse Auction.

B) Following clause will replace PART A- Clause no 28,29and 30 of existing RFP

28. Indicative Commercial Bid:

The Indicative Commercial Bids of only those short-listed-bidders, who have qualified in Eligibility and Techno Functional Evaluation, will be opened by the Bank, the date of which will be notified separately to eligible bidders.

29. Adoption of Reverse Auction:

For finalization of the most competitive offer, Bank will conduct "Reverse Auction". The bidders should furnish indicative prices for the project in their *Indicative Commercial Bid* to facilitate finalizing the start bid price for "Reverse Auction". However there would be no compulsion on the part of the Bank to accept these prices as Bench Mark for determining the Start Bid price and Bank may at its discretion use any other process / methodology to determine the Start Bid Price without having to disclose the basis to the Bidders.

30. Reverse Auction :

The Indicative Commercial Bid of only those short-listed-bidders, who have qualified in Techno-Functional Evaluation, will be opened by the Bank, the date of which will be notified separately. For finalization of the most competitive offer, the Bank will conduct "Reverse Auction". L1 and L2 bidder will be selected on the basis of the Total cost of ownership (TCO) criteria quoted in the Reverse Auction. The bidder who has quoted lowest TCO would be declared as L1 bidder and next lower as L2 bidder. All technically qualified Bidders would participate in the reverse auction through the e-tendering process.

The Bank will adopt e-Tendering process for Reverse Auction of Commercial Bid. Only those Bidders will be eligible for Reverse Auction who qualifies in Techno-Functional Evaluation. Post Reverse Auction, Bidder shall submit the price breakup matching its final Reverse Auction price in the format of commercial bid (Annexure- 17). The Commercial Bid should contain price information only and to be submitted strictly as per the format provided in Annexure –14.

The bidders should furnish indicative prices for the project in their Indicative Commercial Bid (ICB) for finalizing the start bid amount for "Reverse Auction". The prices discovered during the indicative commercial bid opening process of the eligible bidders may facilitate the Bank for finalizing the start bid for "Reverse Auction". However there would be no compulsion on the part of the Bank to accept these prices as Bench Mark for determining the Start Bid price and the Bank may at its discretion use any other process / methodology to determine the Start Bid Price without having to disclose the basis to the Bidders. RFP REF NO: DIT/BPR & BTD/OA/1488/2019-20 Date: 08/07/2019

All participating bidders at the end of the Reverse Auction process shall be required to submit the break-up of their Final price (last bid price) again as detailed on the next day before 4 PM at UCO Bank, HO, Department of Information Technology, 5th Floor, Salt Lake , Sector -1 , Kolkata -700 064. However, any item not mentioned in the bill of material but necessary to complete the project will be the sole responsibility of the bidder and will be deemed to have been included in the price.

C) Clause 31 Stands modified as:

31. SPLITTING OF PURCHASE ORDERS:

- a. Bank proposes to shortlist and onboard three successful Bidders for the subject requirement, subject to the following :
- b. Bank reserves its right to split its purchase order on L1 &, next

bidders L2 qualifying in Technical evaluation and agreeing to match the L1 Bidders Price, in a fair and transparent manner

- c. Price ranking as L1, L2, and so on based on Bidders quote will be done.
- d. First offer for matching the price with L1 will be given to L2.
- e. In case any of the above, do not agree to match the L1 offer, the offer will be extended to L3 and so on.
- f. The Bank reserves the right to reject L1 and other bidders at any point of time without assigning any reasons.
- g. In case of non-fulfillment by the other bidders matching L1 price, the Bank reserves the right to reward the entire contract to L1 bidder.
- h. The migration of Existing Me-PoS, if in future is required, it will be awarded in a phased manner to selected bidder. The identification of merchant for migration shall be at the sole discretion of the Bank.
- i. The award of the contract will be given in the following order: -
 - L1 60%
 - L2 40%

However, Bank may change the above ratio based on performance, urgency as well on business need.

D) Clause 66 (d) of Part-E is changed as:-



Existing	Chanced
Certification of acquiring host by MasterCard and RuPay, VISA, Amex etc.	Certification of acquiring host by RuPay, VISA, MasterCard, Amex etc. The POS terminal provided by selected bidder must be able to root transaction of RuPay, VISA, MasterCard, Amex etc.

ANNEXURE-13 (Revised)
Indicative Bill of Material (Masked)

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

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

The bidder will be selected based on the rent offered as per the below mentioned commercial format. L1 and L2 bidder will be selected and the order will be placed in 60:40 (subject to L2 bidder to match L1 price)

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

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

Note:- Above rate to be given per terminal. L1 will be decided based on rate offered against the item and the weightage assigned.

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

Date

Signature with Seal :

Name :

Designation :

The net revenue generated from the acquiring business after apportioning VISA/MC/RUPAY/AMEX transaction charges & issuer interchange Net revenue after removing all the cost) shall between the bank and the successful bidder on 50:50

Charges to be Borne in terms of BIN:-

BIN Procurement and Configuration :- Charges borne by Bank

Project Fee, Terminal Certification, MIP Connectivity:- Charges borne by Bidder

Any network connectivity charges, simulator charges, if any, :-to be borne by Bidder

Apart from above:-

Monthly, Quarterly charges, if any, to be shared between Bank and Bidder in 50:50 ration

ANNEXURE-14 (Revised)
Bill of Material (Indicative Commercial Format)

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

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

The bidder will be selected based on the rent offered as per the below mentioned commercial format. L1 and L2 bidder will be selected and the order will be placed in 60:40 (subject to L2 bidder to match L1 price)

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

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

Note:- Above rate to be given per terminal. L1 will be decided based on rate offered against the item and the weightage assigned.

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

Date

Signature with Seal:

Name :

Designation :

The net revenue generated from the acquiring business after apportioning VISA/MC/RUPAY/AMEX transaction charges & issuer interchange Net revenue after removing all the cost) shall between the bank and the successful bidder on 50:50

Charges to be Borne in terms of BIN: -

BIN Procurement and Configuration: - Charges borne by Bank

Project Fee, Terminal Certification, MIP Connectivity: - Charges borne by Bidder

Any network connectivity charges, simulation charges, if any, -to be borne by Bidder

Apart from above: -

Monthly, Quarterly charges, if any, to be shared between Bank and Bidder in 50:50 ration

a) The following Eligibility Criteria is to be added in Annexure -2

ANNEXURE-2
Eligibility Criteria Declaration

Sl.No.	Eligibility Criteria	Documentary proof required for each of the eligibility criteria stipulated	Bidder response
9	The firm/Company should have a positive net worth in last two years.	The Bidder must produce a certificate from the Company's Chartered Accountant to this effect. The documents certified by Chartered Accountants should mandatorily contain Unique Document Identification Number.	
12	The bidder must have deployed at least 5000 POS machines in the Indian market (deployment portion should at least have POS having GPRS with printer), which is being offered to the Bank. The technical specification of the proposed make and model to be enclosed with this	Self-declaration in bidders letterhead with supporting certificated from purchaser I to be submitted	

b) The following clause is added as part of "Part-E-General Conditions" of RFP:**75. Right to Audit:**

- a) The bidder will be responsible of security breach for the services provided to the Bank.
- b) The Bank reserves the right for audit from Bank and/or third party and/or regulatory body. It shall be responsibility of the bidder to co-operate and provide necessary information and support to the auditors. The bidder must ensure that the audit observation is closed on top priority and to the satisfaction of the Bank, regulator and its appointed auditors. Extreme care should be taken by the bidder to ensure that the observations do not get repeated in subsequent audits. Such non-compliance by bidder shall attract suitable action by the Bank.
- c) The bidder will communicate to the Bank about the audit conducted regarding PCI-DSS by bidder and letter of confirmation on compliance.

76. The bidder will ensure that the software/hardware provided by the bidder should not be announced end of life or end of support on the date of submission of the bid.
77. The products & services offered to the Bank must be in compliance with all Laws, Regulations & Government guidelines of India. It also should not violate any of the provisions of the IT Act 2000 and all its subsequent addendums in anyway or any other legal provisions relating to such products or services in India. The bidder must ensure that application /solution is free from embedded Malicious/ fraudulent code being implemented by them in the Bank. The bank reserves the right for audit.

c) The following annexures are added as part of RFP:

ANNEXURE-17

Price Bid Confirmation

(To be submitted in Company's letterhead by L1 Bidder participated in Reverse Auction)

To

Date: __/__/2019

The General Manager

DIT, BPR & BTD

UCO Bank, Head Office



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

Salt Lake, Kolkata -700064

Dear Sir,

**Sub: Final /Lowest Bid Price quoted in Reverse Auction held on.....(date)
in respect of RFP Ref. No. DIT/BPR&BTD/OA/1488/2018-19 Dated 08.07.2019
to Set up, Manage and Operate Merchant Acquiring Business
through POS on Rental Model.**

We confirm that the final total bid price quoted by us in the captioned Reverse Auction event for captioned tender is as follows:

Rs (In figure):.....

Rs (In words):.....

We confirm that:

We undertake to submit the Original duly signed detailed break-up of above bid price as per Bill of Material of subject RFP within 48 hours from the end-of Reverse Auction event.

Any variation between the On-line Reverse Auction bid price quoted by us and this document will be considered as sabotaging the tender process and

will invite disqualification of Bidder/vender to conduct business with Bank as per prevailing procedure. In such case Bank is free to take appropriate action and/or forfeit the Bid Security amount and/or debar him from participating in future.

We are bound to supply/service at the above final bid price of Reverse Auction.

We note that in case of back out or not supplying as per the above rates quoted by us, Bank will take appropriate action against us and / or forfeit our Bid Security amount and / or debar us from participating in future.

Signature of the Authorised Signatory with company seal Name —

Company / Organization —

Designation within Company / Organization —

Address of Company / Organization —

Email:

Mobile: Tel. No:

ANNEXURE-18

Reverse Auction Process

General guidelines



The detailed procedure and Business rules for the Reverse auction are as follows:

- Only the technically qualified/shortlisted bidders will be invited to participate in the Reverse auction process that will be conducted by an Auction company authorized by the Bank. Specific rules for this particular event viz., date and time, start price, bid decrement value, duration of event etc. shall be informed by the Bank, before the event to the participating shortlisted bidders.
- The bidders should furnish indicative prices for the project in their Indicative Commercial Bid (ICB) for finalizing the start bid amount for "Reverse auction".
- The lowest Indicative commercial offer (total cost) or any price decided by the Bank will be taken as the starting bid of the Reverse Auction and NOT for deciding the L-1 status. Bidders should note that the indicative commercial bid is considered for the purpose of conducting Reverse Auction process only.
- All participating bidders at the end of the Reverse Auction process shall be required to submit the break-up of their Final price(last bid price)again as detailed on the next day before 4 PM at UCO Bank, HO, Department of Information Technology, 5th Floor, Salt Lake , Sector -1 , Kolkata -700 064 . Please note that, failure or refusal to offer the services/goods at the price committed through Reverse Auction shall result in forfeiture of the Bid Security Deposit to Bank. This is notwithstanding UCO Bank right to take any other action

deemed fit, including claiming damages & "Black Listing" the bidder from participating in future Tenders that would be floated by the UCO Bank for a period found fit by the UCO Bank.

- The Bank reserve the right to reject any or all proposals. Similarly, they reserve the right NOT to include any bidder in the final short-list, if found or otherwise proved to have furnished wrong details/documents, at any point of time.
- The Final Commercial Bid should give all relevant price information and should not contradict the Technical Bid and masked commercial bid in any manner.
- The bidder shall indicate on the appropriate Price Schedule, specifying the unit price of the proposed service to be delivered.
- The bidders are advised in their own interest, to quote the best possible offer for each of the item offered at the time of preparing Indicative Commercial Bid itself. The Indicative Commercial Bid and the final Commercial Bid shall be as per the Commercial Bill of Material form as mentioned in RFP.

Reverse Auction Business Rules

The UCO BANK, DIT, HEAD OFFICE, Kolkata, proposes to conduct procurement through Online E-Auction subject to terms and conditions & schedule mentioned below:

SCOPE OF AUCTION: OFFER FOR APPOINTMENT of vendor to Set up, Manage and Operate Merchant Acquiring Business through POS on Rental Model

Schedule of Program: On-Line Auction Date & Time	Date, Time of Auction Starting & Ending time inclusive of extension time to be informed to the shortlisted vendors by email/ on their given contact nos.
Decrement Value	To be informed well before the Reverse Auction.
Prior extension time (minutes)	To be informed well before the Reverse Auction.
No. of Extensions & Extension time (minutes)	To be informed well before the Reverse Auction.

The Reverse Auction will be conducted through a Service Provider empanelled by the Bank. Usage of Digital Signature is mandatory for participating through Reverse Auction Portal.

Terms & Conditions of the Online Reverse Auction Definitions

- Buyer:- Buyer referred herein, is the UCO Bank as defined in the Section 1.1 of the main RFP document.
- SERVICE PROVIDER is an e-auction service provider appointed by the Bank to facilitate virtual auction. E-Auctions Service Provider will only facilitate online auction solution to process UCO bank's procurement needs and are considered

as third party not particularly interested in the item/s being purchased/sold on behalf of UCO bank.

- Bidder - means the party or his authorized representative who has participated in the RFP /Tender Process/Reverse Auction, Technically qualified, having valid Digital Certificate, and willing to complying with all the instructions, terms and conditions of RFP. All notices to the bidders shall be sent by E-mail, during the process of this auction by the Bank and/or by the e-Auction service provider.
- All such notices sent by email by the Bank as well as by e-Auction services provider shall, therefore, be deemed as valid notices. Hence bidders are required to indicate their own corporate e-mail id.
- The bidders who are qualified for bidding prices of offered products(on the basis of evaluation of their technical offer) shall be required to participate in an electronic reverse auction process to submit their price quotations against the items covered by this tender within a limited time period on the date as announced by the Bank. Such bidders shall be allowed to participate in the reverse auction using their secured user id & password along with their digital signature to place their best bids during the auction period. The date & time for conducting the reverse auction will be duly communicated to qualified bidders in advance.
- Reverse auction is the simulation of the manual tendering process on the Internet. i.e., the eligible bidders/contractors can log on to the internet site specified by the Bank, using unique user Id & Password, which will be provided to them by the e-Reverse auction service provider appointed by the Bank and place their price bids on-line. The eligible bidders will be provided training by e-Reverse auction service provider on the methodology of submitting the bids online. Instead of a one-time best price bid, the bidders shall now be able to interact and react on the spot to the changing competitive bids, taking advantage of the intrinsic transparency in the whole process.
- During e-Reverse auction process the bidders can respond on the spot to the price trends and can offer their competitive bids. The logged in bidders will know the prevailing lowest bid at any given point of time but not the identity of the other bidders.
- The bidders can place their bids from any place for which they need is a desktop computer with a browser interface and good internet connectivity.
- Suggested system configuration for computers to be used for online bidding.
- It is suggested that hardware and software of the following specification be used by the bidders for bidding so as to enable them to have better connectivity.
 - Processor Pentium IV and above PC/Laptop with USB Ports
 - Memory minimum 512 MB
 - Operating system

- Windows 2000 Professional
- Windows7 Professional
- Browser: Internet explorer IE 6, 7& 8
- UPS: Suitable UPS for uninterrupted power supply.
- The Bank reserve their right not undertake any responsibility to procure any Permission/license etc. in respect of the auction item, if it so desires.

Eligibility of Bidders to participate in Reverse Auction:

- Bidders who are technically qualified in terms of the relative Terms & Conditions of the RFP and accept the Business Rules, Terms& conditions of Reversion Auction and submit the undertaking as per the prescribed in Annexure -S can only participate in Reverse Auction related to the procurement for which RFP is floated.
- Bidders not submitting the above undertaking or submitting with deviations/ amendments there to will be disqualified from further evaluation/participation in the process of relevant procurement.
- Bidders should ensure that they have valid digital certificate class III (Mandatory for login and submit) well in advance to participate in the Reverse Auction. Bank and/or Service Provider will not be responsible in case Bidder could not participate in Reverse Auction due to non-availability of valid digital certificate.
- The bidders participating in Reverse Auction shall submit the following duly signed by the same Competent Authority who signs the offer documents in response to the RFP floated by Bank.
 - Undertaking letter for acceptance of Business Rules for Online Reverse Auction and Letter of Authority authorizing the name/s of official/s to take part in Reverse Auction as per the Annexure – 16 (Compliance Statement)
 - Agreement between Service Provider and Bidder. This format will be given by the service provider prior to announcement of Reverse Auction.

Training:

- Bank will facilitate necessary training to representatives of all eligible Bidders for participation in Reverse Auction either on its own or through the Service Provider for the Reverse Auction.
- All rules & procedure related to Reverse Auction will be explained during the training.
- The Bank/Service Provider may also conduct a 'Mock Reverse Auction' to familiarize the vendor/s with Reverse Auction process.
- Date, Time, Venue etc. of training will be advised at appropriate time.

- Eligible Bidder/his authorized nominee have to attend the training as per the schedule and at the specified venue at his/Bidders own cost.
- No request from the Bidders for change in training schedule and/or venue will be entertained.
- However, Bank reserves the right to postpone/ change/ cancel the training schedule for whatsoever reasons without assigning any reasons therefore, even after its communication to eligible Bidders.
- Any Bidder not participating in the training process will do so at his own risk and it shall not be open for him to make any complaint/grievance later.

Reverse Auction Schedule:

- The date & time of commencement of Reverse Auction and its duration of time shall be communicated to the eligible Bidders at least a week prior to the Reverse Auction date.
- Bank reserves the right to postpone/change/ cancel the Reverse Auction event even after its communication to Bidders without assigning any reasons therefore.
- Reverse Auction will normally be for a period of one hour. If a Bidder places a bid price in last 10 minutes of closing of the Reverse auction, the auction period shall get extended automatically for another 10 minutes. Maximum 3 extensions each of 10 minutes will be allowed after auction period of 1 hour i.e. entire process can last maximum for one and half hour only. In case there is no bid price in the last 10 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension.
- The time period of Reverse Auction & Maximum number of its extensions & time are subject to change and will be advised to eligible Bidders before the start of the Reverse Auction event.
- During English Reverse (no ties) Auction, if no bid is received within the specified time, the Bank, at its discretion, may decide to revise Start price/scrap the reverse auction process/proceed with conventional mode of tendering.

Bidding Currency:

- Bidding will be conducted in Indian Rupees (INR) for the TCO.

Total Cost of Ownership

- TCO refers to aggregate amounts payable by the Bank for transfer of ownership.
- The TCO shall encompass but not limited to following:
 - a) PSTN POS.

- b) GPRS with Printer POS.
- c) Mobile POS
- The TCO for the project will be defined by the concerned department in the RFP/Bid Document.
- The L1 bidder is arrived at based on the lowest TCO in reverse auction.
- Bank will pay the TCO price to the bidder as per the payment terms defined in RFP/Bid Document.

Start Price

- Bidder needs to give their indicative sealed commercial Bid to the Bank.
- Bank shall determine the Start Price for Reverse Auction-
- On its own and/ or Based on the indicative price information of Total Cost of Ownership(TCO) called for separately from each Bidder during conclusion of Technical Evaluation or at appropriate time before commencement of Reverse Auction.
- The start price of an item in online reverse auction is open to all the participating bidders. Bidders are required to start bidding after announcement of Start Price and decrement amount. Any bidder can start bidding, in the online reverse auction, from the decrement price. Please note that the first online bid that comes in the system during the online reverse auction cannot be equal to the auction's start price, and lesser than the auction's start price by one decrement, or lesser than the auction's start price by multiples of decrement. The subsequent bid that comes into outbid the L1 rate will have to be lesser than the L1 rate by one decrement value or in multiples of the decrement value.

Decrement Bid Value

- The bid decrement value will be specified by Bank before the start of Reverse Auction event. It can be a fixed amount.
- Bidder is required to quote his bid price only at a specified decremented value.
Bidder need not quote bid price at immediate next available lower level, but it can be even at 2 /3/4..... level of next available lower level.

Web Portal and Access

- Reverse Auction will be conducted on a specific web portal meant for this purpose with the help of the Service Provider identified by the Bank.
- Service Provider will make all necessary arrangement for fair and transparent conduct of Reverse Auction like hosting the web portal, imparting training to eligible Bidders etc., and finally conduct of Reverse Auction.

- Bidders will be participating in Reverse Auction event from their own office/place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by Bidder themselves.
- In the event of failure of their internet connectivity (due to any reason what so ever it may be) the service provider or Bank is not responsible.
- In order toward-off such contingent situation,
 - Bidders are advised to make all the necessary arrangements/ alternatives such as backup power supply, whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully.
 - However, the vendors are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
 - Failure of power at the premises of vendors during the Reverse auction cannot be the cause for not participating in the reverse auction.
 - On account of this the time for the auction cannot be extended and BANK is not responsible for such eventualities.
 - Bank and/or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of Reverse Auction irrespective of the cause.
 - For making the process of Reverse Auction and its result legally binding on the participating Bidders, Service Provider will enter into an agreement with each Bidder, before the start of Reverse Auction event. Without this Bidder will not be eligible to participate in the event.
- Bank nor service provider/auctioneer is not responsible for consequential damages such as no power supply, no internet connectivity, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, or any force majeure etc.

TRANSPARENCY IN BIDS

- All bidders will be able to view during the auction time the current lowest price in portal. Bidder shall be able to view not only the lowest bid but also the last bid made by him at any point of time during the auction time.

MASKING OF NAMES

- Bidder will be able to view the following on their screen along with the necessary fields in Reverse Auction:
 - Opening/Starting Price for the auction
 - Leading/Lowest Bid Price in Auction(only total price)
 - Last Bid Price placed by the respective Bidder.

- Item Description
- Time left for the auction
- Names of bidders/vendors shall be anonymously masked in the Reverse Auction process.
- After completion of Reverse Auction, the service provider/auctioneer shall submit a report to the Bank with all details of bid and the original names of the bidders as also the L1 bidder with his/their original names.

Finalization of the Successful Bidder

- At the end of Reverse Auction event Service Provider will provide the Bank all necessary details of the bid prices and reports of Reverse Auction.
- Upon receipt of above information from Service Provider, Bank will evaluate the same and will decide upon the winner i.e. Successful Bidder. Bank's decision on award of Contract shall be final and binding on all the Bidders.
- After the completion of the Auction event, all the Bidders have to submit the Price Breakup as per the RFP immediately to the Bank and to the Service provider for further proceedings.
- Any variation between the on-line Reverse Auction bid price and signed

Document will be considered as sabotaging the tender process and will invite disqualification of Bidder/vendor to conduct business with Bank as per prevailing procedure.

- Successful Bidder has to give break-up of his last/lowest bid price as per Bill of Material at the end of Reverse auction event within 4 PM of next working day without fail.
- Successful Bidder is bound to supply at their final bid price of Reverse Auction. In case of back out or not supply as per the rates quoted, Bank will take appropriate action against such Bidder and/or forfeit the Bid Security amount, debar him from participating in future Tenders/Auctions
- In case Bank decides not to go for Reverse Auction related to the procurement for which RFP is floated and price bids if any already submitted and available with Bank shall be opened as per Banks standard practice.

Bidder's Obligation

- Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly with other suppliers/Bidders at any point of time. If any such practice comes to the notice, Bank shall disqualify the vendor/bidders concerned from the reverse auction process.

- Bidder shall not divulge either his Bid details or any other details of Bank to any other party without written permission from the Bank.

Change in Business Rules, Terms & Conditions of Reverse Auction

- Any change in the Business Rules as may become emergent and based on the experience gained shall be made only by a Committee consisting of Senior Executives of Bank.
- Bank reserves the right to modify/withdraw any of the Business rules, Terms & conditions of Reverse Auction at any point of time.
- Modifications of Business rules, Terms & conditions of Reverse Auction will be made available on website immediately.
- Modifications made during the running of Reverse Auction event will be informed to participating Bidders immediately.

Grievances Redressal

- Any aggrieved vendor/bidder through Reverse Auction process can make complaint in writing within 48 hours of the Reverse Auction to the Bank.

Errors and Omissions

- On any issue or area of material concern respecting Reverse Auction not specifically dealt within these Business Rules, the decision of the Bank shall be final and binding on all concerned.

ANNEXURE-19

Letter of Authority for Participation in Reverse Auction

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

1. We _____ (Name of the company) have submitted our bid for participating in Bank's RFP _____ Dated _____ for UCO Bank.
2. We confirm having read and understood the terms of RFP as well as the Procedure relating to the Reverse Auction for this RFP process.
3. As per the terms of RFP and Business rules, we nominate

(Shri/Smt./Ms _____), designated
as _____ of our company to participate in the Reverse
auction, who shall be the sole and single point of contact for any all
matters relating to the Reverse Auction.

4. We accordingly authorize Bank and/or the Auction Company to issue user
ID and password to the above named official of the company.

Signature with company seal Name-
Company/ Organization-Designation within Company/Organization-
Address of Company' Organization-
Date:

Name of Authorized Representative: -
Designation of Authorized Representative:
Signature of Authorized Representative:

