

**Request for Proposal (RFP)**  
**For**  
**End to End Reconciliation solution for Card Transaction,  
ATMs and other transactions**



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

**RFP Ref. No: DIT/BPR&BTD/OA/2294/2020-21 Date: 23/11/2020**

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

This document is prepared by UCO Bank for End to End Reconciliation solution for Card Transaction, ATMs and other transactions. It should not be reused or copied or used either partially or fully in any form.

## **Disclaimer**

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

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### Bid Control Sheet

<b>Tender Reference</b>	<b>DIT/BPR &amp; BTD/OA/2294/2020-21 dated 23/11/2020</b>
<b>Cost of Tender Document</b>	<b>Rs.20,000/- (Rupees Twenty Thousand only) Plus GST</b>
<b>Date of issue of RFP</b>	<b>23/11/2020</b>
<b>Earnest Money Deposit (EMD)</b>	<b>Rs. 20,00,000.00/- (Rupees Twenty Lakhs only) (in the form of Bank Guarantee)</b>
<b>Date of commencement of sale of tender document</b>	<b>23/11/2020</b>
<b>Pre-Bid queries submission Date</b>	<b>On or before 04/12/2020 up to 1:00 PM</b>
<b>Pre- Bid Meeting / Venue</b>	<b>09/12/2020 at 03:30 PM UCO Bank, Head Office-2 Department of Information Technology(DIT) 3 &amp; 4 DD Block (5<sup>th</sup> Floor), Sector – 1, Salt Lake, Kolkata-700 064.</b>
<b>Last Date and Time for receipt of tender bids</b>	<b>30/12/2020 at 4:00 PM</b>
<b>Opening of Eligibility and Technical bids</b>	<b>30/12/2020 at 4:30 PM</b>
<b>Opening of Commercial / Price Bid</b>	<b>Will be informed subsequently to technically qualified bidders.</b>
<b>Address of Communication</b>	<b>UCO Bank, Head Office-2, Department of Information Technology, 5<sup>th</sup> Floor,3 &amp; 4 DD Block, Sector – 1, Salt Lake, Kolkata-700 064.</b>
<b>Email address</b>	<b><a href="mailto:hodit.proc@ucobank.co.in">hodit.proc@ucobank.co.in</a></b>
<b>Contact Telephone</b>	<b>Tel: 033-4455 9770/9433</b>
<b>Bids to be submitted</b>	<b>Tender box placed at: UCO Bank, Head Office-2, Department of Information Technology, 5<sup>th</sup> Floor, 3 &amp; 4, DD Block, Sector – 1, Salt Lake, Kolkata-700 064.</b>

**Note:** Bids will be opened in presence of the service providers' representatives (maximum two representatives per service provider) who choose to attend. In case the specified date of submission & opening of Bids is declared a holiday in West Bengal under the NI act, the bids will be received till the specified time on next working day and will be opened at 4:30 p.m. UCO Bank is not responsible for non-receipt of responses to RFP within the specified date and time due to any reason including postal holidays or delays. Any bid received after specified date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the specified date & time for submission of bids. No service provider shall be allowed to withdraw the bid. The bidder appointed under the RFP document shall own the single point responsibility for fulfilling all obligations and providing all deliverables and services required for successful implementation of the project. Unless agreed to specifically by the Bank in writing for any changes in the document issued, the bidder responses should comply with the scope of work. Unless expressly overridden by the specific agreement to be entered into between the Bank and the bidder, the RFP document shall be the governing document for arrangement between the Bank and the selected bidder in terms of this RFP document.

## Part – I

### 1. Introduction

UCO Bank, a body corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 10, B.T.M. Sarani, Kolkata-700001, India, and its Department of Information Technology at 3 & 4, DD Block, Sector-1, Salt Lake, Kolkata - 700064, hereinafter called "the Bank", is one of the leading public sector Banks in India having more than 3100 branches, Two overseas Branches one each at Singapore & Hongkong Centre and more than 2100 ATMs (including Biometric enabled ATMs), spread all over the country. All the branches of the Bank are CBS enabled through Finacle as a Core Banking Solution. Bank is having tie up with Visa & NPCI and distributes VISA and RuPay enabled debit cards to the customers. Bank has also installed machines for cash deposit, cheque deposit and passbook printing. Existing Cash Deposit kiosks, Cheque Deposit Machines and Self-Service Passbook Printing Kiosks are directly integrated with Bank's Core Banking System.

### 2. Objective

UCO Bank has debit card base of approximately 64 Lakhs. Bank issues approximately 11000 debit cards in a day. Bank has deployed approx. 2100 ATMs, various networks like VISA, NPCI Net, and RuPay through which approximately 20 lakhs transactions are processed on a normal day. Presently Bank is executing the reconciliation job through selected vendor. Bank intends to avail services of a Bidder of repute having proven expertise and competence in the field of providing a solution for end to end reconciliation of all types of Card Transactions, ATMs and other transactions.

### 3. Eligibility Criteria

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

SI No	Criteria	Proof of documents to be submitted
1	Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956 or 2013 and amendments thereafter, if any for the last 3 years as on RFP issuance date.	Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company Or Certificate of incorporation in case of Private Limited Company, issued by the Registrar of Companies.
2	The bidder submitting the offer should be profit making company (profit after Tax) for the <b>last three financial years</b> i.e. <b>2017-18, 2018-19 and 2019-20.</b>	Copy of the audited balance sheet of the company showing profit, net-worth and turnover of the company for the consecutive

3	The bidder should have a minimum annual turnover of <b>Rs.10 Crore</b> per year in each of the <b>last three financial years</b> i.e. <b>2017-18, 2018-19 and 2019-20</b> .	last three financial years should be submitted.
4	The Bidder should have minimum of <b>3 years of experience in implementation &amp; execution</b> for end to end Reconciliation solution for Card Transaction, ATMs and other transactions in <b>at least two scheduled commercial Banks</b> in India in last 5 years and handling such operations as on RFP submission date.	Letter from such Bank to be enclosed with the Technical Bid document, where the bidder should ensure: <b>a.</b> Their reconciliation works are / was up to their satisfaction. <b>b.</b> There is / were no pendency in the reconciliation works during these tenure.
5	The <b>OEM's Solution</b> should have minimum of <b>3 years of experience in implementation &amp; execution</b> for end to end Reconciliation solution for Card Transaction, ATMs and other transactions in <b>at least two scheduled commercial Banks</b> in India in last 5 years and should have capability to process <b>at least 25 lakhs transactions per day on average basis</b> on RFP submission date.	Letter from such Bank to be enclosed with the Technical Bid document, where the bidder should ensure: <b>a.</b> Their reconciliation works are / was up to their satisfaction. <b>b.</b> There is / were no pendency in the reconciliation works during these tenure.
6	The bidder/OEM should have <b>technical support Centre in India</b> . They should have capability to support Bank's DC and DR in Kolkata and Bengaluru respectively as on date of bid submission of the RFP.	Undertaking to be given by the bidder.
7	Bidder should not have been debarred / black-listed by any Bank or RBI or any other regulatory authority or Financial Institutions in India as on date of RFP submission.	Self-declaration to that effect should be submitted on company's letter head.
8	The service provider should ensure that there are no legal proceedings / inquiries / investigations have been commenced / pending / threatened against service provider by any statutory or regulatory or investigative agencies or any other for which performance under the contract will get adversely affected / may get affected.	Self-declaration to this effect on the company's letterhead should be submitted.

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

## **Part – II: INVITATION FOR BIDS AND INSTRUCTIONS TO BIDDERS**

### **1. Invitation For Bids**

UCO Bank invites sealed tenders comprising of Eligibility Bid, Technical bid and Commercial bid from experienced prospective bidders having proven capabilities for Supply, Installation and Maintenance of Hardware, Operating Systems and Database Licenses for various Projects/Applications. The prospective bidder is required to adhere to the terms of this RFP document and any deviations to the same shall not to be acceptable to UCO Bank. Sealed offers / Bids (Bid) prepared in accordance with this RFP should be submitted as per details given in the Bid Control sheet. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at Bank's discretion.

### **2. Due Diligence**

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

### **3. Tender Document & Fee**

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

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

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

**The Bank details are as below:**

<b>Bank details for Tender Fee</b>	<b>Address for Obtaining printed copy of RFP</b>
Account Number-18700210000755 Account Name- M/s H O DIT Branch- DD Block, Salt Lake branch IFSC- UCBA0001870 MICR-700028138	UCO Bank Head office, Department of Information Technology 7 <sup>th</sup> floor , 3&4 DD Block, Salt lake City, Sector- 1, Kolkata – 700064 Ph. No.- 033- 4455 9433/9770

**4. Earnest Money Deposit**

The Bidder(s) must submit Earnest Money Deposit in the form of Bank Guarantee valid for a period of 6 months together with a claim period of 30 days in favor of UCO Bank payable at Kolkata (as per the format prescribed in Annexure – J) for an amount mentioned hereunder:

<b>Particulars of Job to be undertaken</b>	<b>EMD</b>
<b>RFP for End to End Reconciliation solution for Card Transaction, ATMs and other transactions</b>	<b>Rs. 20,00,000.00/-</b>

Non-submission of Earnest Money Deposit (EMD) will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned to them on completion of the procurement process without any interest thereon. The EMD of successful bidder(s) will be returned to them on submission of Performance Bank Guarantee (s) either at the time of or before the execution of Service Level Agreement (SLA).

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

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

- To furnish Performance Bank Guarantee in the form and manner to the satisfaction of UCO BANK either at the time of or before the execution of Service Level Agreement (SLA).

## **5. Rejection Of The Bid**

The Bid is liable to be rejected if:

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

## **6. Pre Bid Meeting**

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

Only authorized representatives of bidder will be allowed to attend the Pre-bid meeting. Pre-Bid Meeting shall be conducted through VC only. Meeting ID & link for pre-bid meeting will be shared well before the meeting.

## **7. Modification And Withdrawal Of Bids**

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

## **8. Information Provided**

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

## **9. Clarification of offer**

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

## **10. Late Bids**

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

## **11. Issue of Corrigendum**

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

## **12. For Respondent Only**

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

## **13. Disclaimer**

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting

on or refraining from acting because of any information, including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of Bank or any of its officers, employees, contractors, agents, or advisers.

#### **14. MSME bidder**

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

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

#### **15. Costs borne by Respondents**

All costs and expenses incurred by Recipients / Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing

any additional information required by Bank, will be borne entirely and exclusively by the Recipient / Respondent.

### **16. No Legal Relationship**

No binding legal relationship will exist between any of the Recipients / Respondents and Bank until execution of a contractual agreement.

### **17. Cancellation of Tender Process**

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

### **18. Corrupt and Fraudulent Practices**

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

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

#### **AND**

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

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

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

### **19. Non-Transferrable Offer**

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

## **20. Period of Bid Validity**

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

## **21. No Commitment to accept Lowest or any Bid**

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

## **22. Errors and Omissions**

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

## **23. Acceptance of Terms**

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

## **24. RFP Response**

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

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

## **25. Notification**

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

## **26. Erasures or Alterations**

The Bid should contain no alterations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections should be duly stamped and initialed / authenticated by the person/(s) signing the Bid.

## **27. Clarifications on and Amendments to RFP document**

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

## **28. Language of Bids**

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

## **29. Authorized Signatory**

The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by person who is duly authorized by the Board of Directors / Competent Authority of the bidder or having Power of Attorney.

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

## **30. Submission of Offer- Three Bid System**

UCO Bank will follow Three Bid System i.e. Eligibility Bid – containing Eligibility Information, Tender Fee, Earnest Money Deposit in the form of Bank Guarantee and Pre Contract Integrity Pact (as per Annexure – L), Technical Bid – containing Technical Information and Commercial Bid - containing Price Information along with the soft copies duly sealed and super-scribed as – **RFP for End to End Reconciliation solution for Card Transaction, ATMs and other transactions (Eligibility Bid)**, - RFP for

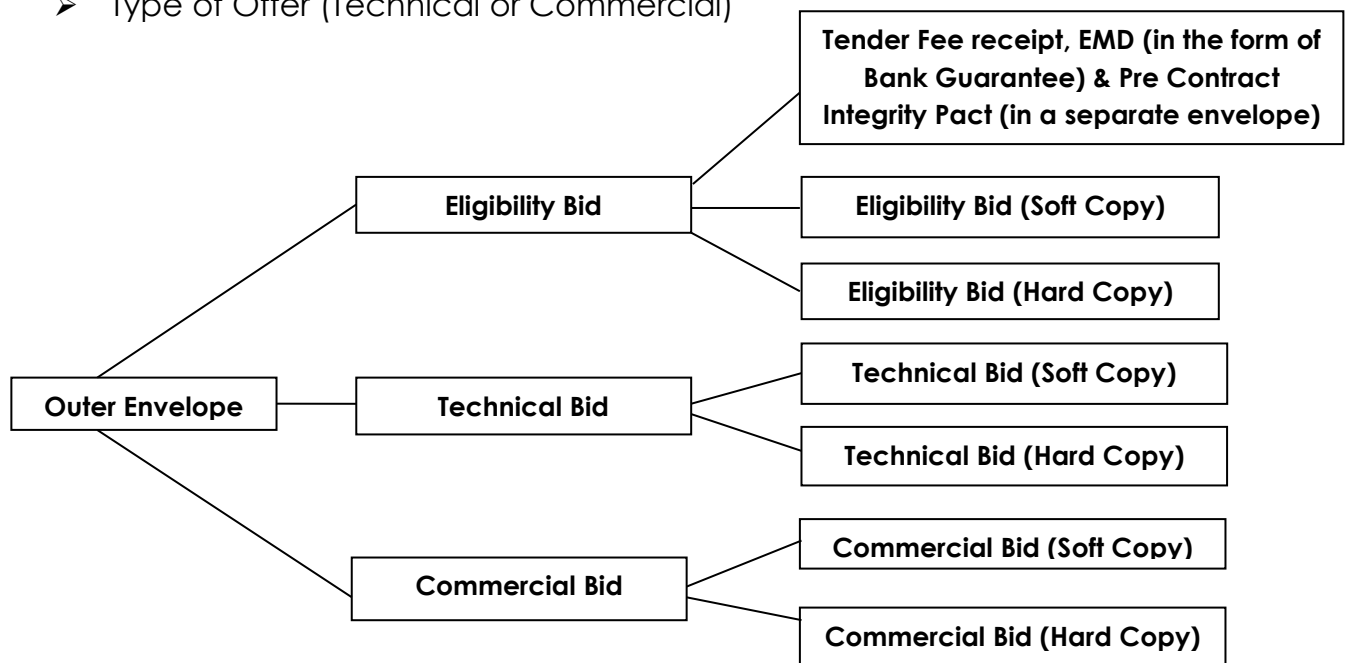
**End to End Reconciliation solution for Card Transaction, ATMs and other transactions (Technical Bid)** and – **RFP for End to End Reconciliation solution for Card Transaction, ATMs and other transactions (Commercial Bid)** as per the format prescribed in Annexures respectively should be in a single sealed outer cover and duly super-scribed as – RFP for End to End Reconciliation solution for Card Transaction, ATMs and other transactions as per the bid details given in the RFP. Eligibility evaluation would be completed first followed by Technical & Functional evaluation. Thereafter, Price Information (Commercial Bid) of the eligible & technically qualified bidders will be opened and **T1L1(H1)** will be selected based on the bid opening and evaluation criteria on page 27-29.

Sealed separate envelopes carrying Eligibility Bid, Technical Bid and Commercial Bid along with the soft copies should be kept in a single sealed outer cover duly sealed and super-scribed read “RFP for End to End Reconciliation solution for Card Transaction, ATMs and other transactions” as per the below mentioned diagram and as per bid details given in the RFP.

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

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

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



The Eligibility / Technical Offer should be complete in all respects and contain all information asked for, in the exact format of eligibility / technical specifications given in the RFP, except prices along with the Tender Fee, Earnest Money Deposit in the form of Bank Guarantee and the Pre-Contract Integrity Pact (as per Annexure – L) on a non-judicial stamp paper of requisite value. The Eligibility / Technical Offer must not

contain any price information. Tender Offer forwarding letter prescribed in Annexure – A should be submitted with the Eligibility / Technical Offer. The Eligibility and Technical offers must not contain any price information. UCO Bank, at its sole discretion, may not evaluate an Eligibility / Technical Offer in case of non-submission or partial submission of eligibility / technical details. Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the bidder. The Technical bid should have documentary proof in support of Eligibility Criteria and Annexures. The envelopes separately should contain the documents in the order mentioned in the above diagram.

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

- a) The commercial offer (Hard Copy) should contain all relevant price information.
- b) All pages and documents in individual bids should be numbered as **page no. (Current Page No) of page no. - (Total Page No)** and should contain **Tender reference no.** and **Bank's Name.**
- c) Any inner cover / envelope of a bid, if found to contain either technical & commercial bids or eligibility & commercial bids, then that bid will be rejected.
- d) Any outer envelope if found to contain only the eligibility or technical or commercial bid, it will be treated as incomplete and that bid will be liable for rejection.
- e) If Commercial bid is not submitted in a separate sealed envelope duly marked as mentioned above, this will constitute grounds for declaring the bid non-responsive.
- f) If the outer cover / envelope is / are not sealed & super-scribed as required, Bank will assume no responsibility for bid's misplacement or premature opening.
- g) The Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all Bids at any point of time prior to the issuance of purchase order without assigning any reasons whatsoever.
- h) The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- i) The Bank reserves the right to modify any terms, conditions or specifications for submission of bids and to obtain revised Bids from the service providers due of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes, if any, at any time prior to completion of evaluation of technical / eligibility bids from the participating bidders. The Bank reserves its right to negotiate with any or all bidders. The Bank reserves the right to accept any bid in whole or in part.

Canvassing of any kind will be a disqualification and the Bank may decide to cancel the service provider from its empanelment.

### **31. Other Terms and Conditions**

- a. Cost of preparation and submission of bid document:** The bidder shall bear all costs for the preparation and submission of the bid. UCO Bank shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.
- b. Response of the Bid:** The Bidder should comply all the terms and conditions of RFP.
- c.** The Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all Bids at any point of time prior to the issuance of purchase order without assigning any reasons whatsoever.
- d.** The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves its right to negotiate with any or all bidders. The Bank reserves the right to accept any bid in whole or in part.
- e.** The Bank reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to the bidder. The Bank further reserves the right to reject any or all offers or cancel the whole tendering process due to change in its business requirement.
- f.** The bidder is solely responsible for any legal obligation related to licenses during contract period for the solution proposed and Bidder shall give indemnity to that effect.
- g.** UCO Bank shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. UCO Bank has the right to re-issue tender/bid. UCO Bank reserves the right to make any changes in the terms and conditions of purchase that will be informed to all bidders. UCO Bank will not be obliged to meet and have discussions with any bidder, and / or to listen to any representations once their offer/bid is rejected. Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the bidder.
- h.** The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- i.** The Bank reserves the right to modify any terms, conditions or specifications for submission of bids and to obtain revised Bids from the bidders due to such changes, if any, at any time prior to completion of evaluation of technical / eligibility bids from the participating bidders.
- j.** Canvassing of any kind will be a disqualification and the Bank may decide to cancel the bidder from its empanelment.

### **32. ADOPTION OF INTEGRITY PACT**

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

technical bid, the offers shall be summarily rejected. The essential ingredients of the Pact include:

- i. Promise on the part of the principal not to seek or accept any benefit, which is not legally available.
- ii. Principal to treat all bidders with equity and reason
- iii. Promise on the part of bidders not to offer any benefit to the employees of the Principal not available legally
- iv. Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contract etc.
- v. Bidders not to pass any information provided by the Principal as part of business relationship to others and not to commit any offence under PC/IPC Act.
- vi. Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
- vii. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

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

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

**a) Shri S R Raman**

1A-121, Kalpataru Gardens  
Near East-West Flyover  
Kandivali East, Mumbai - 400101  
E-mail:- [raman1952@gmail.com](mailto:raman1952@gmail.com)

**b) Ms Vijayalakshmi R Iyer**

Flat No. – 1402, Barberry Towers,  
Nahar Amrit Shakti,  
Chandivali, Powai, Mumbai – 400072  
E-mail:- [vriyer1955@gmail.com](mailto:vriyer1955@gmail.com)

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

### **33. RESTRICTION ON PROCUREMENT DUE TO NATIONAL SECURITY**

Any bidder from a country sharing a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT). A copy of the valid Certificate to be attached with the Bid. Certificate as per the Annexure to be attached along with the Bid. Vide Ministry of Finance OM No. 6/18/2019-PPD dated 23rd July 2020.

Reference is made to Government of India order F. No. 7/86/2020/BOA-I dated 07.08.2020 on restrictions on procurements from bidders from a country or countries, on grounds of defence in India, or matters directly or indirectly, related thereto, including national security.

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- iii. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- iv. The beneficial owner for the purpose of (iii) above will be as under:

In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

#### **Explanation:**

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

## **Part – III: BID OPENING AND EVALUATION CRITERIA**

There would be Three (3) stages for evaluation process.

The Stages are:

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

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

### **1. Eligibility Evaluation:**

The Eligibility would be evaluated first for the participating bidders. The bidders, who would qualify all Eligibility Criteria as mentioned in **Part-1, Clause 3**, will be shortlisted for the Technical bid evaluation.

### **2. Technical & Functional Evaluation**

First, Technical bid documents will be examined from the Eligibility Criteria angle. Bidders, who fulfill the eligibility criteria conditions related to bidder's financial stability and experience fully as mentioned in Part – 1, Clause no.3, their bids only will be taken up for further evaluation/selection process rejecting the remaining bids.

The evaluation/selection process will be done with combination of, technical competence and commercial aspects as detailed here below. A maximum of **450 marks** will be allocated for the technical bid. The evaluation of functional and technical capabilities of the bidders of this RFP will be completed first as per the following guidelines. The technical proposals only will be subjected for evaluation at this stage. The bidders scoring less than **337.5 marks** (cut-off score) out of marks in the technical evaluation shall not be considered for selection process. Once the evaluation of technical proposals is completed, the bidders who score more than the prescribed cut-off score will only be short listed.

In case, none of the participating bidders qualify on technical criteria and reach or exceed the cut-off score of **337.5 marks**, then the Bank, at its sole discretion, may relax the cut-off score to a lower value, which, in any case, should not fall below **270**. In case at least 2 participants are not found with score **270** or **above** but below **337.5**, the instant process would be cancelled and Bank reserved the right to go in for retendering process.

### **Presentation-cum-Interview:**

The bidders of this RFP have to give presentation/interactions before panel of representatives of Bank on the methodology/ approach, time frame for various activities, strengths of the bidders in consultancy on such projects. The technical competence and capability of the bidder should be clearly reflected in the presentation. If any short listed bidder fails to make such presentation, they will be eliminated from the selection process.

At the sole discretion and determination of Bank, the Bank may add any other relevant criteria for evaluating the proposals received in response to this RFP.

Bank may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.

Bank may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.

Non-compliance of any point in scope of work and technical requirements as per Annexure-D will lead to rejection from the further bidding process. After technical evaluation commercial bids of only technically qualified bidders will be opened.

### **3. Commercial Evaluation**

It may be noted that commercial bids will be subjected to following evaluation process:

- Under CQCCBS (Cost Evaluation under Combined Quality cum Cost Based System), the technical proposals will be allotted weightage of 70% while the financial proposals will be allotted weightage of 30%.
- Proposal with a lowest cost may be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices.
- The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. The proposed weightages for quality and cost shall be specified in the RFP.
- **Highest point basis:** On the basis of the combined weighted score for quality and cost, the consultant shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of

quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract.

As an example, the following procedure can be followed.

In a particular case of selection of consultant, it was decided to have minimum qualifying marks for technical qualifications as 75 and the weightage of the technical bids and financial bids was kept as 70:30. In response to the RFP, 3 proposals, A, B & C were received.

The technical evaluation committee awarded those 75, 80 and 90 marks respectively. The minimum qualifying marks were 75. All the 3 proposals were, therefore, found technically suitable and their financial proposals were opened after notifying the date and time of bid opening to the successful participants. The price evaluation committee examined the financial proposals and evaluated the quoted prices as under:

**Proposal Evaluated cost**

- A. Rs 120.00
- B. Rs 100.00
- C. Rs 110.00

Using the formula LEC/EC, where LEC stands for lowest evaluated cost and EC stand for evaluated cost, the committee gave them the following points for financial proposals:

- A:  $100/120 = 83$  points
- B:  $100/100 = 100$  points
- C:  $100/110 = 91$  points

In the combined evaluation, thereafter, the evaluation committee calculated the combined technical and financial score as under:

- Proposal A:  $75 \times 0.70 + 83 \times 0.30 = 77.4$  points
- Proposal B:  $80 \times 0.70 + 100 \times 0.30 = 86$  points
- Proposal C:  $90 \times 0.70 + 91 \times 0.30 = 90.3$  points

The three proposals in the combined technical and financial evaluation were ranked as under:

- Proposal A: 77.4 points: H3
- Proposal B: 86 points: H2
- Proposal C: 90.3 points: H1

Proposal C at the evaluated cost of Rs 110.00 was, therefore, declared as winner and recommended for negotiations/approval, to the competent authority.

## Part –IV: SCOPE OF WORK

### 1. Scope of Work

The project is to be executed on an OPEX Model. Bidders to confirm compliance to all the points of this **Part – IV** as well as “**Detailed Scope of Work**” of this document. A compliance statement is to be provided by the bidders in the Performa given in **Annexure – F**.

#### 1.1 Expectations from the bidders:

A Bidder submitting a Bid under this RFP must be capable of handling all activities related to **Reconciliation & Accounting, Settlement, Clearance and Dispute Management of Transactions of Alternate Channels & Payment Systems, Cash in ATMs/CASH RECYCLERS along with Chargeback solutions through an automated system only**. Various Networks, Applications/Channels and Payment Systems to be taken for reconciliation as under:

<b>i)</b> NFS ONUS + REMOTE ONUS (Financial)	<b>ii)</b> VISA ONUS+REMOTE ONUS (Financial)	<b>iii)</b> Discover Financial Services (DFS), Japan Credit Bureau (JCB), Dinners Club International, ATM RuPay International Transaction, NCMC Cardless transactions etc
<b>iv)</b> PoS/E-Commerce	<b>v)</b> Payment Gateway / Aggregator (Bill-desk and other Online Payment Gateways)	<b>vi)</b> Acquirer ATM / Card-to-Card
<b>vii)</b> Prepaid Cards	<b>viii)</b> IMPS	<b>ix)</b> UPI
<b>x)</b> Bharat Bill Payment System (BBPS) from various Bank channels	<b>xi)</b> Mobile Banking	<b>xii)</b> Co-Brand Credit Card
<b>xiii)</b> BHIM Aadhaar	<b>xiv)</b> AEPS, Micro ATM	<b>xv)</b> PoS as Acquirer (ONUS & OFFUS)
<b>xvi)</b> Cash Deposit Kiosk (Inter-operable cash deposit)	<b>xvii)</b> UCO Pay+ wallet	<b>xviii)</b> GST Collection / Payment Services
<b>xix)</b> e-Banking	<b>xx)</b> Bharat QR issuer	

**Note: Bank may add or remove any Network/Channel/Application/Payment System from the scope of the work at its own discretion i.e. bank does not guarantee transactions from all Networks/Channels/Applications/Payment Systems are included in reconciliation activity.**

1. Any other Network/Channel/Application/System being used at present or to be used in future as per bank's requirement or due to any regulatory requirement will be included under scope of the project at bank's discretion without any additional cost to the bank. Bidder has to customize the same or introduce / modify the existing process / file formats as per bank's requirement or due to any regulatory requirement without any additional cost to the bank.
2. Scope of reconciliation includes all types of transactions, charges, Fees, GST, TCO, interchange fee, Settlements etc. and System generated MIS to be provided on Daily/Weekly/Monthly/Half Yearly/Yearly basis as required by the bank/regulators.
3. Switch file, host file or any other files related to data / charges / commission / expenses used in the reconciliation process or files provided by NPCI / RBI / any other regulatory authority / any other vendor should be read, stored and preserved in a database till the contract period for various purpose namely audit purpose / chargeback management / dispute resolution for all transactions / Banking Ombudsman cases / generation of settlement vouchers / generation of up loadable files in various format and for generation of system generated MIS / exception reporting. Once the contract expires, the bidder needs to handover the preserved data to the Bank.
4. Bidder's software should have maker and checker facility for CBS uploadable files i.e. the CBS uploadable files should be duly verified.
5. A consolidated Dispute Management portal / system for all networks should be provided. The portal should be accessed by the branch users for each specific product and accordingly the hardware system to be sized for concurrency.
6. The selected bidder should give complete training for each product to the Bank (20 staff members of Bank) **without any additional cost to the Bank.**
7. Bidder should ensure the settlement for each and every type of fee and charges in terms of interchange fee, approved fee etc., either collected by NPCI/any other authority/vendor or paid by NPCI/any other authority/vendor on daily basis with the GL accordingly and report for the same should be available in the MIS portal of reconciliation system. In case of any discrepancies, respective reconciliation and accounting of the same is to be checked thoroughly and further adjusted with the respective head.
8. User should be able to upload any type of supporting documents which should be stored and preserved in reconciliation system.
9. For outside charge collection & for the payment, the bidder has to ensure that proper settlement files compatible to Finacle upload format is provided to the Bank.
10. All the processes should be **system-driven as mentioned above and should be carried out by the application software provided by the bidder.**

11. The selected bidder should be responsible for end to end reconciliation process for each of the products and in-doing so they have to communicate to the concerned/respective team over the mail / phone / any other mode rigorously.
12. The software solution application architecture should be scalable and commensurate with the increase in transactions and devices in the Bank though Bank cannot give any guarantee of minimum and maximum number of transactions.
13. The successful bidder will be responsible for any licenses / utilities / certifications required to run the solution at their own costs.
14. The successful bidder should have a fully established business continuity plan in place and should have provision and capability to operate from **Bank's Disaster Recovery (DR) site in Bengaluru in case of need / exigency**. System should have the capability for automated data replication between DC and DR.
15. **Data security and confidentiality:** Successful bidder to ensure no unwarranted, illegal, and fraudulent misuse of data shared by the Bank and Bidder to categorically indemnify the Bank against any losses that the Bank may suffer on account of any such fraudulent and illegal act by the company or its employees.
16. The software solution to be deployed by the successful bidder should have flexibility and scalability for acceptance of changes in file structure of Bank's switch for implementing in the solution in a time bound manner. The bidder should also have capability to provide Reconciliation Services for any other channel Switch that Bank may acquire in future. (Pricing if any for future modifications / Switch migration would be borne by the selected bidder)
17. All reconciliations should be done cyclewise, T, T+1 day as per the regulatory guidelines. In future, if there is any change in the reconciliation process as per the regulatory guidelines then the same has to be carried/ implemented in the system by the vendor without any additional cost.
18. Successful bidder should have a well-defined data migration strategy and PERT-Chart with definitive timelines for migration of data from the existing set-up of the Bank if required. The cost of migration if any would be borne by the successful bidder.
19. **GST accounting:** The accounting should enable the bank to submit the relevant data / reports on Daily / Weekly /Monthly/ Quarterly/ Half Yearly / Yearly basis as required by the bank /regulators. Selected bidder should complete the activities i.e GSTR1 , GSTR 2A, GST TDS, GST Invoices, Reconciliation of Sundry debtors account in co-ordination with various stake holders like NPCI, Bank, other banks, etc.
20. **The solution provided should have proper DR site at Bengaluru with equivalent software & hardware as provided at DC (Primary site) at Kolkata.** The solution should have a provision to transfer data daily to DR site at Bengaluru. The bidder should conduct DR Drill as directed by the bank. The DR site has to be kept

updated with all software up-gradations. Whenever need arises bidder should be able to switch the operations to DR site within one day. On daily basis, offline and online backup for all data/database has to be taken by the bidder. DC-DR replication and daily data backup has to be ensured by the selected bidder.

21. Selected bidder has to promptly attend dispose-off all calls and e-mails from the branches/Zones/Head Office/Call Centre as well as from customers on the dedicated phone number and e-mail provided by the Bank in a time bound manner.
22. The selected bidder has to reconcile the transaction done through Cash Recycler/Cash Deposit machines connected to ATM Switch and NFS Network and its related GL Heads of CBS.
23. The selected bidder may also be asked to carry out the reconciliation of transactions of Bank's sponsored RRBs (Regional Rural Banks) with the same transaction cost.
24. Reconciliation of Income and Expenditure accounts on daily basis. Booking of Income and expenditure on daily / monthly basis as required by bank/regulators.
25. Details on the penalty imposed by NPCI/RBI, if any, has to be reported timely with reasons for such penalty to bank using application software.
26. The selected bidder must comply to the observations of the auditor and ensure rectification of irregularities without any additional cost to the Bank.
27. The selected bidder must ensure uptime of the reconciliation & DMS application must be 99.9%
28. Selected bidder must track and maintain the amount received from other banks with proper details and knock off the entries immediately. If the required details are not provided by other bank, bidder must track the same and communicate with other bank and ensure settlement/adjustment of the transaction using the application.
29. The Dispute Management System should have all the checks and balances, including document upload facility as per the requirements of Bank, NPCI.
30. Selected bidder must provide single dash board for all networks on reconciliation status/summary to bank using application software with drill down facility at transaction level.
31. The selected bidder should provide Read Only access facility to their Database Server for generating ad-hoc reports / data directly at Bank's end.

## **2. Hardware, software and other infrastructure:**

Bank will provide required sitting space, physical and IT/Network infrastructure and telephone facility as per the sizing requirement in view of the transaction volume of the bank. Bank will be conducting VAPT (Vulnerability Assessment and Penetration Testing) and /or IS Audit of the solution on regular interval. Bidder has to close the observations made by Auditors for the proposed solution which include application, Operating System (OS), Database etc. without any cost to the Bank. The solution to

be provided should comply with Reserve Bank of India/IBA/Govt. of India, NPCI, RuPay and VISA/Master Card guidelines. The activities relating Settlement, Reconciliation & Dispute Management of Transactions of various Networks / Channels / Applications / Systems, Cash in ATMs / CASH RECYCLERS / Cash Deposit Kiosks & Other Payment Systems includes as under:

- The project is to be executed on an OPEX Model; where in the required application reconciliation software including hardware (Server, etc.) and the manpower for reconciliation services is to be supplied by the bidder and sized to meet the current and projected requirement.
- In case the software is not owned by the bidder, the bidder needs to have back to back arrangement with OEM/OSD for implementation, maintenance and customization of the Transaction Reconciliation Software without any cost to the Bank. The bidder also needs to provide letter from OEM / OSD confirming that the software implementation, maintenance; necessary customization will be carried out specifically for the Bank for the entire contract period. The copy of the ATS (Annual Technical Support) agreement between the bidder and the OEM should also be given to the Bank. **The ATS agreement must be valid for the entire contract period.**
- Any other third party tools/applications required to run the application will also have to be provided by the bidder.
- The bidder shall upgrade the software application from time to time in order to ensure the Service Levels are to be met.
- The bidder shall deploy adequate number, subject to the minimum activities as specified in section 1.1 under Part – IV of skilled & experienced manpower to carry out reconciliation of transactions (at DC & DR) as per scope of the work considering fallback / disaster arrangements and additional resources must be provided after getting increased volume of transactions if at least by 10%.
- The sitting space for carrying out the operations & other basic infrastructure like telephone line, PC's shall be provided by Bank at any of the Banks premise in Kolkata / Bengaluru or from any other location decided by the Bank from time to time.
- The bidder has to ensure security and confidentiality of the data or information obtained from the Bank.
- The bidder should provide all interfaces with their reconciliation hardware / software to collect data from CBS, ATM Switch, DCMS, Web services, other packages provided by the networks, Dispute Tracker of the bidder and any other systems. After interfacing, the hardware / software should be able to provide proper MIS report as discussed in Annexure – F.
- The turnaround time for reconciliation of any transaction shall be done on cycle basis and maximum up to T+1 day through their proposed hardware / software setup. The bidder will be required to follow-up with branches, Banks, switch, vendor, Service Provider and NPCI / RuPay / VISA / MasterCard for obtaining data files / settlement files / CBR / EJ / JP / CCTV / DVR Footage or any other information required for reconciliation of ATMs, all other transactions as specified

by bank, claim settlement and Network Reconciliation of Transaction. All these files should be communicated and preserved under Dispute Management Portal / system only. The bidder will be required to handle queries from branches on the reconciled and pending entries etc.

- The data received by the bidder shall be used for the sole purpose of reconciliation and same shall be in the custody of the Bank.
- It will be binding upon the bidder to install the solution and integrate it with related systems. In case of problem, the same has to be settled by the bidder with the concerned vendors.
- As per requirement of the Bank, the proposed hardware / software of the bidder should also have to handle the reconciliation of other payment systems like Mobile Banking, Credit Card, IMPS (immediate Payment Service), Mobile Wallet, Card-less Payment, Pre-Paid Card, e-Banking, Aggregators and other Payment Gateways, Mobile / DTH recharge, Online Payment Gateway, Micro ATM transactions or any other transactions as required by bank from time to time, enhancement and new services from time to time during the contract period etc. with the same per transaction cost.
- The selected bidder has to reconcile the transactions done through any channel using their software / application, with General Ledger (GL) Heads of Core Banking.
- The bidder must have the provision to customize the solution if required during the tenure of the contract for any type of file format from any source required for reconciliation. Bank will not pay any additional cost to the selected bidder/vendor for such customization other than the reconciliation charge per transaction as quoted in the bid.
- The successful Bidder has to impart necessary basic training to the employees of the bank to handle the system in case of need.
- The successful Bidder has to provide the necessary resources available to manage the application/DB/Server/OS as per policy of the Bank.
- Selected bidder has to attend the call from branches on the dedicated phone number and e-mail from the branches and customers on e-mail given by the Bank and act promptly on time bound manner. Call recording facility may be provided to record number of calls attended/unattended in their system.
- Bank will share the CBS host files, switch files and files from all other applications/systems running in the bank in the existing format. The selected bidder has to ensure to read and process such files. Any customization required to upload and process these files has to be done by the selected bidder without any additional cost to the bank.
- Successful Bidder should take back up of all the activities **including input files** on Daily Basis. Bank may ask the required data any time and Bidder should be ready to provide the same.
- Successful Bidder should be able to store all data along with all legacy data and migrated data into the system up to the contract period which may be extendable for another two years (i.e. 4<sup>th</sup> year & 5<sup>th</sup> year).

- Bidder should be able to restore back up data as and when required by Bank within 24 hours of Requirement failing which Bank may impose penalty.
- Bank would be conducting UAT (User acceptance testing) of the solution to ensure all the functionality. Bidder should be ready to share the details of all the test cases in detail.
- Bidder should take sign-off from Bank before going live of product and customization.
- If Bank is not satisfied with the product in UAT bidder should be ready to change and customize the solution without any additional cost to Bank.
- Bank will not customize structure of any files of any system/application. The successful bidder has to process bank files and all other files from any Network (VISA, Master, RuPay or any other), Switches, any Payment Regulators or intermediaries like NPCI, RBI etc. in its present format or changed from time to time (in future) without any additional cost to the bank.
- Software provided by the Bidder should be capable of customization for any enhancement without any additional cost to Bank.
- Bidder should be able to develop system for new products within 30 days of requirement/intimation.

### **3. Resources for Support Centers and Man Power details**

The bidder has to submit supporting center's details i.e. escalation matrix as per the format mentioned in Annexure – S and the man – power details on shift basis as per the format mentioned in Annexure – T.

### **Detailed Scope Of Work**

**The Scope of Work shall include the following and the bidder/s is/are requested to provide their compliance in terms of either Yes – Fully Available / Yes – Partially Available / No – Not Available for each of the below-mentioned points. In case of partially available & not available, the selected bidder should confirm their ability to make them available into the system.**

This Annexure contains various activities which the successful bidder will perform; along with the details under clause 1 & clause 2 of Part – IV, of this RFP document, upon selection. The activities and responsibilities given under clause and this Annexure are however not exhaustive and other related activities not mentioned under these clauses will also have to be performed by the successful bidder.

Bank is having approximately monthly average transactions as follows but Bank will not guarantee on these volume of transactions. This is an indicative volume of transactions:

Sl. No.	Items	Monthly Average Transactions (Transactions in Thousands)
1	NFS ONUS + REMOTE ONUS (Financial)	6000
2	VISA ONUS + REMOTE ONUS (Financial)	300
3	Discover Financial Services (DFS), Japan Credit Bureau (JCB), Dinners club International & ATM RuPay International Transaction etc	5
4	PoS/E-Commerce	5000
5	Payment Gateway / Aggregator (Bill-desk and other Online Payment Gateway)	250
6	Acquirer ATM / Card-to-Card	1800
7	Prepaid Cards	1
8	IMPS	6000
9	UPI	36000
10	Bharat Bill Payment System (BBPS)	100
11	Mobile Banking	300
12	E-Banking	600
13	Co-Brand Credit Card	3
14	BHIM Aadhaar	50
15	AEPS, Micro ATM	1800
16	Cash Deposit Kiosk (Inter-operable cash deposit)	Yet to start
17	UCO Pay+ wallet	90
18	GST Collection / Payment Services	25
20	Bharat QR issuer	1
21	Card-less Payment	1
22	<b>Total Transactions</b>	<b>58326 K (19.44 Lakhs per day)</b>

**Note:** Bank will not guarantee any minimum volume of transactions. Channels may be increased as and when required.

#### 1. Reconciliation Method:

Bidder should Process all the raw files received from different sources through automated system and generate system based settlement & reconciliation reports of all networks and applications, payment systems like NFS, Cash Recyclers, VISA / Master Card, RuPay, Mobile Banking, m-Wallet (UCO PAY), Prepaid Cards, IMPS, UPI (Unified payment Interface), DFS (Discover Financial services), JCB (Japan Credit Bureau), Dinners Club International, Pulse for POS & ATM RuPay International Transaction, Cash Deposit Kiosks, ATM Cash, AePS (Aadhaar Enable payment system), Aadhaar Pay, BBPS (Bharat Bill Payment System), Bharat QR, Acquirer POS, Payment Gateway and any other network/aggregator/application introduced in

future. Reconciliation of Onus and Acquirer transactions should be done in four-way. Reconciliation of all other transactions should be in either four-way or three-way or two-way as applicable. All vouchers should be automated through the system and all financial transaction related records, made under CBS environment, should be kept in the Reconciliation software module along with their corresponding voucher details. **Daily reconciliation report should also be system generated and different types of reports as discussed below should be available in the system which should be viewable for the users and can be downloaded in either pdf / excel format.**

The software should be efficient enough to handle huge volumes of transactions which can complete the reconciliation process within time bound schedule as per established rules and mandates of various interchange networks with which the bank has various ADC sharing arrangements, with tracking capabilities of each event for each transaction to avoid duplication of the same activity at any level up to the closure of the transaction.

### **1.1 Debit Cards/ATM & PoS Transactions**

- a) The Successful bidder will upload data files from Bank's Central Server / ATM Switch/EJ Data/Transaction Log Files (TLF)/Data Files as received from ATM sharing Networks like NFS/VISA/MASTER/RUPAY etc. in the Reconciliation system server and carry out the process of reconciliation of all entries by generating reports of matched, unmatched, failed, reversal, partial reversal, suspect transactions, manual entries, ATM wise etc.
- b) Reconciliation of ATM transactions such as Onus, Acquirer and Issuer transactions with tie-up Banks/Networks like Master Card / VISA / NFS / RuPay / Payment Gateway / direct tax payment through debit card etc. on daily basis based on files from tie-up networks, Host, Switch and EJ/JP Log/Admin Data from Switch.
- c) Check should be available to stop double time processing of the same file. In case, if the reversal transactions are detected, then those charges are also to be reversed through the reconciliation process / method along with the charges.
- d) System should have flexibility to accept all types of file formats provided by Master / VISA / NFS / RuPay/tie-up networks.
- e) The reconciliation information as decided by the Bank needs to be shown in the message box at the time of data consolidation and report for the same need to be generated.
- f) Deriving overall sum amount of transaction, respective fees & income along with their corresponding GST of Issuer and Acquirer wise ATM withdrawal / POS / e-Commerce/others transactions and its total transactions count.
- g) Transaction integrity check between transaction authorized and transaction settled specifically with different amount cleared against amount authorized.
- h) All outstanding entries to be adjusted as per Bank's/ NPCI / VISA / Master Guidelines.

- i) Reconciliation for inter account transfer of funds through ATMs.
- j) Reconciliation of all card-less transactions in ATMs.
- k) Quantifying the funds to be provided to sharing Banks and facilitating transfer of such funds to them.
- l) Reconciliation of our Bank's settlement accounts with the settlement accounts maintained with different Banks for different ATM sharing Arrangement / Interchanges like NPCI, MasterCard, VISA etc.
- m) End to end dispute resolution as per NPCI / VISA / MASTER / RBI Guidelines.
- n) Raising all chargeback's for resolution of disputes, raising & settling debit / credit adjustments cases as per Rules and Mandates of different ATM sharing arrangements like NPCI/VISA/Master.
- o) Making 1<sup>st</sup> presentments, 2<sup>nd</sup> presentments etc. making, receiving and presenting pre-arbitration, arbitration, settlement cases as per rules and mandates of different ATM sharing arrangements like NPCI/VISA/Master.
- p) Process electronic journal pulled from ATMs as integral components of reconciliation.
- q) GL balancing and reconciliation should be completely system driven not manual.
- r) All files uploading for reconciliation system to be automated without manual intervention.
- s) Successful bidder responsible for follow-up with vendors / branches like EJ, JP, images (NVR, DVR, CCTV, others), cash reports for handling disputes.
- t) RuPay International Card is being issued for the purpose of ATM Cash Withdrawal, PoS & e-Commerce transactions in different currencies other than INR. Presently any of the number of foreign currencies under DFS can be pre-loaded into the card. Reconciliation for the International Card Transaction needs to be carried out accordingly.

**1.1.1 Generation of Reports and vouchers on daily, monthly, quarterly and yearly basis:**

- Extraction level reports for all Issuer, acquirer and Onus transactions
- Generation of Un reconciled entries Age wise and Amount Wise
- Generation of reconciled entries reports.
- Generation of LORO entries
- Generation of In Network not in CBS(Host) report and for Issuer and Acquirer both
- Generation of In CBS(Host) not in Network report for Issuer and acquirer both
- Generation of In Switch not in CBS (Host) and In CBS (Host) not in Switch report
- Issuer Acquirer and Onus transactions and preparation of reconciliation Vouchers for the same
- Generation of Reports and Vouchers for Reversal transactions
- Generation of Fraud monitoring Reports.
- Generation of reports for High transaction value and Number

- Generation of Transaction Reports Threshold decided by Bank More than Rs.25,000/-
- Generation of Reports customer raising disputes more than once in a year.
- Generation of reports of customer raising Frequent chargeback (Thrice in a month)
- Generation of Potential chargeback reports and vouchers
- Generation of Credit adjustment reports and vouchers.
- Generation of Debit adjustment reports and vouchers.
- Generation of Pre-arbitration Report and vouchers.
- Generation of Arbitration Report and vouchers.
- Generation of Merchants payment file
- Generation of all the dispute files for VISA Base2, Master card file and NPCI files
- Generation of file for Fee collection and other records
- Generation of TTUM files for all the ONUS disputes received.
- System should have capability to Generate TTUM files **up-loadable** in bank CBS.
- Providing customized reports as per banks requirement.
- System should generate exception reports like: 1 switch outstanding, CBS outstanding, Tie-up Bank Outstanding, VISA / Master / NFS Outstanding. Utility wise outstanding etc. for bill payments and other add-on facilities through ATMs.
- To check the correctness of the data provided by NPCI regarding the fee structure under the expense head & the corresponding income, it should be reconciled with the derived / calculated amount of fees & income from the reconciled records pertaining to the number of transactions & the transactions amount. The reconciled data should totally tally with the NPCI record, in order to achieve the correctness of the data.
- The generation of report after comparing the incoming settlement summary of VISA / RuPay / NFS / NPCI / other banks / Payment Gateway with the manually calculated charges / fees / penalty like interchange fee / switching fee / approved fee / settlement charges / PSP fee, etc.

## **1.2 Fee & Charge Management System Calculation:**

### **On Daily, monthly, quarterly and yearly basis:**

- Computation of Fee for issuer transaction from Network Provider.
- Computation of Fee for Acquirer transaction from Network Provider.
- Computation of Fee payable to Other Bank.
- Computation of Fee receivable from other Bank.
- Computation of Fee for Non-financial transaction such as Mini statement, balance Inquiry, Pin change, etc.
- Generation of GST related Reports and its related commission
- Generation of Interchange Fee reports.
- Generation of Switching fee / any other fees collected by or paid by NPCI reports.

- Generation of Reports for VISA, Master card and Discover for various charges and fee levied by them.
- Generation of reports for fees levied by all Network provider such as NFS, RuPay, JCB and UPI.
- Generation of Reports and TTUM to Credit branches for transaction done on their ATMs.
- Generation of all other fee reports required by Bank for Top Management and audit Purpose
- Generation of income and expenditure report weekly, monthly, quarterly and yearly Preparation of closing related reports.
- Successful bidder to provide complete system to calculate various types of fee s and charges at various levels of transactions charged by other banks / NPCI / VISA / MASTER / RuPay to reconcile the same with the invoices sent by them.
- Successful bidder to provide Parameter driven system to generate appropriate fee codes for every outgoing / incoming / dispute transactions according to the RBI / NPCI / NFS / VISA / MasterCard / RuPay specifications.
- It should aids in analysis of Fees at the transaction level, Card Type Level, Network Level, Device Type Level.
- System should be capable of uploading of invoices raised by NPCI / MASTER / VISA / NFS / RuPay fee charged apart from incoming and outgoing files.
- The system should give code wise fee charged and income generated.
- It should highlight the reasons for deviation and impact on the fees.
- System should be able to calculate the following types of charges / fees / penalty like interchange fees / switching fees / Approved fee / settlement charges / PSP fee, at transactional level only which should be compared / reconciled with the incoming settlement summary of VISA / MasterCard / RuPay / NFS / NPCI / other banks / Payment gateway.
- System should provide a clear view of the inflow & outflow of interchange fees for each and every network / channel.
- System should aid in optimum payment of interchange fees.
- System should capable of Card wise / network wise / channel wise analysis i.e. which cards / channels attract higher interchange fee and also provide a business study on the same.
- System should enable calculation of difference between the expected fee and settlement fee at the summary level.
- System should be capable to compute the fees/charges of non-financial transactions payable to and receivable from other banks / VISA / MASTER / RuPay / NFS / NPCI along with comparative analysis.
- System should provide inputs for calculating merchant profitability.
- System should provide BIN wise Interchange Fee report and MCC wise Interchange Fee report.
- The system should generate reports to analyze billing processed through the MasterCard.

### 1.3 Merchant Enrolment, Merchant Management, Merchant payment and Reconciliation:

- Bidder has to ensure that Payment to Merchant is done on T+1 Day without any delay. Settlement of Accounts is to be done by Bidder's team in coordination with Bank's team.
- Any incentive scheme from MEITY / GOI on such payment is to be credited to Merchant A/C based on value of Transaction. **Recon Team has to keep a track of this Incentive amount for each Merchant daily.**
- ACQUIRER, ISSUER Transactions (OFFUS) Total count and amount are to be tallied with **NPCI Settlement File next day (T+1).**
- For any Difference (ISSUER) with settlement file, account statement has to be tallied for each transaction one by one.
- The successful ONUS/ACQUIRER/ISSUER must be available in REPORT "**Successful Matched Transactions**" after Reconciliation. The Total Amount will match with the Respective POOL Accounts. Entries must be there with Transaction amount along and Account number of Merchant, to whom payment is to be done.
- The Unsuccessful Transactions must be available in REPORT "**UnSuccessful txns**" after Reconciliation. The Total Amount will match with the Respective POOL Accounts. Entries must be there with Transaction amount along with Account number of customer, to whom payment is to be reversed.
- Tallying of the **Successful entries for ONUS, ACQUIRER and ISSUER** with respective POOL accounts. If any difference is there then entries must be missing in "Successful Matched Transactions". Generate Account Statement of the respective type (Onus/Acquirer/Issuer) and then find out the difference by matching the entries with Successful Matched File. **Check for the RRN of the transaction type and then find out its response code in AEPS RAW file.** Based on that reverse the funds to Customers or credit the same to Merchant. **After Reversal, Proper Log to be maintained for Future references.**
- For a ACQUIRER / ONUS Transaction, If a Reversal has happened, at times it may happen that even though the transaction is reversed still the response for that transaction is SUCCESS. In that case the funds will be credited to UCO Bank as per Settlement File for ACQUIRER Transactions. In this case **CHARGEBACK** has to be raised from that ISSUING Bank and based on that money has to be returned to that Bank.
- Based on the "Successful Matched" and "Unsuccessful Match" files, Prepare the final File by making entries of Account Number and its Amount to be paid to Merchants.

### 1.4 Prepaid Card

Reconciliation of prepaid card transactions as per extant guidelines of Bank/ RBI/NPCI/Statutory regulators.

## **1.5 Reconciliation of Payment Gateway with or without Aggregators Transactions**

The reconciliation system should be able to perform the following broad Functions:

4. The system should be capable of reconciliation based on Aggregator Data, CBS Data, switch Data.
5. Reports of Reconciled and un-reconciled to be provided.
6. System must match all approved & decline transactions, reconcile all entries and provide exceptions.
7. Recon sheet to be provided should contain total number of transaction, transaction with unknown status, transaction that is failed, and timeout along with response codes.
8. The system should have capability to auto upload data without manual intervention.
9. The system should generate Bulk Upload files for unmatched / Refund transactions for debit or credit Customer's Account.
10. The turnaround time for reconciliation of any transaction shall be T + 1 day or as required by bank.
11. System should provide online portal for all the matched, unmatched transaction. The portal should take RRN (reference number) as input and provide output transaction details as decided by bank.
12. Reconciliation of GL Accounts for aggregator wise and provide system generated balancing reports of GLs.
13. Customized MIS to be provided as per Bank's requirement along with the necessary reports which should be readily available in the system.

## **1.6 Payable Account reconciliation**

- Reconciliation of all the Payable account for the entire network i.e. NFS payable, VISA payable, RuPay payable etc.
- Age wise breakup with amount of entries pending in payable a/c
- Alert reports for entries pending more than 2 days.
- Accounting for all type of disputes in CBS
- Generation of Summary sheet of payable account
- Reconciliation of all the chargeback GL
- Age wise breakup of entries pending in Chargeback GL
- Age wise breakup entries to be debited in all the payable.
- Settlement entries pending in payable account.
- Generate daily tally sheet.
- Excess settlement posted in payable account
- All the issuer transactions should be reconciled three way and action should be taken for all the un-reconciled transactions.
- Generation of Visa Money Transfer files.

- Handling of card to card and E cash transaction reconciliation and Dispute Management.
- Generation of Exchange fluctuation file and their settlement and reconciliation
- Shadow Balance maintenance in Data base which should always tally with Bank CBS balance.
- All the necessary actions & reports as mentioned above should be available in the reconciliation system as stated earlier.

### **1.7 Receivable account reconciliation**

- Reconciliation of all the Receivable account for the entire network i.e. NFS receivable, VISA receivable, RuPay receivable, etc.
- Age wise breakup of entries pending in Receivable
- Alert reports for entry pending More than 2 days.
- Accounting for all type of disputes in CBS
- Generation of Summary sheet of Receivable account
- Reconciliation of all the Receivable chargeback GL
- Age wise breakup of entries pending in Chargeback GL
- Age-wise breakup entries to be debited in All the Receivable.
- Settlement entries pending in Receivable account.
- Excess settlement posted in Receivable account
- Shadow Balance maintenance in Data base which should always tally with Bank CBS balance.
- Generate daily tally sheet.
- All the necessary actions & reports as mentioned above should be available in the reconciliation system as stated earlier.

### **1.8 Suspense reconciliation**

- Generation of tallied report and difference statement for Zeroing entry in CBS
- Accounting of suspense debtors, Cash in ATM and Network
- Checking of ATM withdrawal, reversal, Bank advices posted in CBS
- Generation of files to upload in CBS for debiting and crediting the customer account as well as Vendor account and ATM account
- Generation of Switch outstanding, Branch outstanding, Network outstanding
- Force reconciliation by relaxing some parameters
- Inbuilt reconciliation rule table to reconcile all the transaction.
- Update and reconcile third party i.e. NFS, VISA, MasterCard, RuPay and all the Network entries
- Generation of Vendor wise sheet to recover the amount from vendor Age wise break up of all Suspense entries
- Shadow balance maintenance in system which should always match with CBS Balance.

- All the necessary actions & reports as mentioned above should be available in the reconciliation system as stated earlier.

### **1.9 “Cash In ATM” Reconciliation**

- Interface for uploading Cash Balance Report (CBR) received from the branches/outsourced vendors.
- Software should be able to store/retrieve Cash Balance Report along with Switch,
- CBS and EJ data and reconcile the same with the Bank records.
- The system should be capable to decrypt the error codes of the EJ of various ATM providers.
- System based computation of ATM cash dispense and CASH RECYCLER cash deposit/dispense between ATM EODs
- Automated Cash forecasting for ATM and cash Recyclers
- Maintain ATM wise account in the system
- Record all the transaction taken place in ATM
- Record all the Manual debit and credit taken place in ATM
- Verification of Overage and shortage at the time of Load unload
- ATM wise and age wise segregation of load and unload for Nodal branches
- Maintenance and Generation for Cash Balance Report, C3R
- Cross verification of actual cash loaded and Logical cash loaded
- Reconciliation of cash management services and agencies
- Exception report generation for differences
- Interface to upload file to branches
- Record for excess and shortage and TTUM generation for the same.
- Generation and maintenance of Shadow balance in system which should always match with CBS
- Breakup of sundry account who is maintaining excess cash balance
- Breakup of suspense account maintain shortage
- The system should be capable to generate all the un-reconciled entries of ATM and to reconcile the same.
- System should generate report like CBS outstanding, Switch outstanding, Tie up outstanding
- System should have capability to generate ATM reconciliation report automatically.
- System should have capability to recognize all the transaction posted in GL and take it to GL reconciliation automatically.
- System to upload CBS and C3R report in system to perform GL reconciliation
- System should have intelligence to compute EOD balance on the basis of EJ, CBS and Switch.
- Contacting branches where ATM is tallied by branch for dispute Management.
- System should have capability to handle Acquirer and Onus claim lodge for particular ATM

### **1.10 Micro ATM transaction reconciliation Processes – Aadhaar Enabled Payment System (AEPS) (A Settlement Agency of NPCI)**

- Micro ATM transaction reconciliation (Issuing & Acquiring)
- Micro ATM GL reconciliation
- Micro ATM Chargeback Management.
- Dispute and Claim Management and reconciliation of chargeback. Coordinating with BCs & service providers for resolving customer / other Bank claims and recon mismatches.
- AEPS transactions including BHIM Aadhaar Pay to be reconciled by following 4 way method for Acquirer Transactions and 3 way method for Issuer transactions based on files received from the CBS, AEPS / BHIM Aadhaar Pay switch and NPCI on T+1 basis. Settlement & Dispute Management of transactions to be handled as per NPCI prescribed procedure. System should be capable of handling all new requirement of Bank/NPCI/RBI for this activity.
- Generating output files for successful txn, failed txn, time lag txn, exceptional txn and preparing vouchers as necessary.
- Updating Reports in NPCI portal as per requirement.
- Handling customer disputes by raising credit adjustment/Debit Adjustment, chargeback & Re-presentments through NPCI Dispute Management System within TAT.
- Voucher work of Daily settlement Reports of NPCI.
- Bank charges and Commission voucher preparation as per NPCI report.
- Reconciliation RBI settlement account & BGL accounts i.e. Payable & Receivables based on output files and daily vouchers.
- GST related activities.
- Co-ordination and correspondence with NPCI as per requirement
- MIS maintenance and Report Generation as per bank requirement.
- Audit and statutory compliance report generation as per requirement.
- Any other related activity.

### **1.11 Activity: Immediate Payment Services (IMPS) : Settlement Agency : NPCI Process**

- IMPS transactions to be reconciled by following 3 way reconciliation based on CBS File, Switch file and NPCI file on T+1 basis. Settlement & Dispute Management of transactions to be handled as per NPCI prescribed procedure. System should be capable of handling all new requirement of Bank/NPCI/RBI for this activity.
- Generating output files for successful txn, failed txn, time lag txn, exceptional txn and preparing vouchers as necessary.
- Raising TCC (Transaction Credit confirmation) and RET (Returns) in NPCI RGCS portal for timeout and inward fail txn and any other such requirement within TAT.

- Handling customer disputes by raising credit adjustment/Debit Adjustment, chargeback & Re-presentments through NPCI Dispute Management System (DMS) portal i.e. RGCS portal within TAT.
- Voucher work of Daily settlement Reports of NPCI.
- Daily NPCI Voucher Posting after matching the settlement amount with reconciliation files.
- Bank charges and Commission voucher preparation as per NPCI report and reconcile the same after calculating on the charges and commission from the settlement amount and transaction amount.
- Reconciliation RBI settlement account & BGL accounts i.e. Payable & Receivables based on output files and daily vouchers.
- GST related activities.
- Co-ordination and correspondence with NPCI as per requirement
- MIS maintenance and Report Generation as per bank requirement.
- Audit and statutory compliance report generation as per requirement.
- Resolving IMPS DMS complaint generated through branches.
- Any other related activity.

#### **1.12 Activity: Unified Payments Interface (UPI) : Settlement Agency NPCI Process**

- UPI transactions to be reconciled by following 3 way reconciliation based on CBS File, Switch file and NPCI file on T+1 basis. Settlement & Dispute Management of transactions to be handled as per NPCI prescribed procedure. System should be capable of handling all new requirement of Bank/NPCI/RBI for this activity.
- Generating output files for successful txn, failed txn, time lag txn, exceptional transactions and preparing vouchers as necessary.
- Raising TCC (Transaction Credit Confirmation), RET(Returns) DRC (Debit Reversal Confirmation)
- RRC (Return Reversal Confirmation) and Returns in NPCI RGCS portal for timeout and inward fail txn within TAT. Any other such requirement to be complied.
- Handling customer disputes by raising credit adjustment/Debit Adjustment, charge back & Representments through NPCI Dispute Management System portal i.e. RGCS portal within TAT.
- Voucher work of Daily settlement Reports of NPCI. Reconciliation
- Daily NPCI Voucher Posting after matching the settlement amount with reconciliation files.
- Bank charges and Commission voucher preparation as per NPCI report and reconcile the same after calculating on the charges and commission from the settlement amount and transaction amount.
- RBI settlement account & BGL accounts i.e. Payable & Receivables based on output files and daily vouchers.
- GST related activities.
- Co-ordination and correspondence with NPCI as per requirement

- MIS maintenance and Report Generation as per bank requirement.
- Resolving IMPS DMS complaint generated through branches.
- Audit and statutory compliance report generation as per requirement
- Any other related activity.

### 1.13 Bharat Bill Payment System (BBPS). Settlement Agency NPCI

NPCI raw XML File extraction from NPCI Canvas portal, Transactions from Bank BBPS Switch file and Concerned Channel (M-Banking/e-Banking, UPI, UCOPAY+)/ Payment Gateway file for doing 3-way reconciliation in order to generate reports for successful and exceptional transactions. Sharing Successful transaction list with concerned aggregator as per laid down procedure , preparation of reversal vouchers for failed txn, and refund voucher received from aggregator and settlement voucher on T+1 basis. BGL (Pool account) tally on daily basis.

- Preparation of daily settlement vouchers.
- Bank charges and Commission voucher preparation as per NPCI report.
- Customer Dispute Management
- Reconciliation of pool a/c& RBI settlement account. on daily basis.
- GST related activities.
- Co-ordination and correspondence with NPCI/ Aggregator as per requirement
- MIS maintenance and Report Generation as per bank requirement.

Audit and statutory compliance report generation as per requirement

## 2. Dispute Management

- All types of dispute management request should be system driven only. No manual intervention is allowed.
- Provide a single portal to the branches to register disputes about each and every type of transactions.
- The portal should have the facility to lodge multiple chargeback claims under single claim id against a single customer for all transactions initiated in a particular day. The same facility is available under NPCI portal for bank.
- The portal should have the facility to lodge claim for any types of arbitration and Ombudsman cases along with the details of fees (finacle transaction id and date) deposited by customer.
- The selected bidder should provide the facility under same portal, directly to the customer, through link shortening service, to lodge complaint into the portal without visiting the branch regarding any disputed transactions under multiple chargeback claims having single claim id similar to NPCI portal and same should be displayed at branch level also. **The selected bidder should provide an interface to integrate the disputes received directly from customers through SMS or mobile app or through Bank's portal.**
- Provide facility to customer care centre to lodge complaint in the same portal.

- The portal should be able to capture / upload / download / store the necessary proof of documents, videos, images etc. for any type of future correspondences and for audit purpose. System should also be capable to prompt the user about the requirement of remaining necessary proof of documents, if missed out during upload.
- Once any proof of documents uploaded and reported to the respective authority, then portal / system should not allow to remove those documents to maintain proper audit log.
- The portal should be able to keep legacy data or the earlier records against which a branch can raise the disputes.
- The selected bidder should migrate all old disputes into their dispute management system / portal along with all necessary proof of documents, images, videos, etc. which are currently available with existing vendor.
- Each and every updates of the disputes should be captured / stored on daily basis which shall be viewable for each user.
- Every disputes should be displayed with all related information like TAT period, Expected date of solution, reason for delay, if any, rejection reason, etc. to minimize the repeated enquiry.
- All the necessary CBS related information should be stored against those disputed transactions.
- The necessary user details for each and every change should be captured along with the date and time.
- The disputed transactions should be registered in the portal until and unless the data were reconciled.
- The disputed or the chargeback claim of each and every type of transactions should be available in the same portal based on the data available after reconciliation.
- This portal should be able to send stage-wise follow-up e-mails directly to the concerned branches on daily basis.
- Once the claim lodged into the portal, SMS should be sent to the concerned branch officials as well as to the customer along with the requisite information. The latest updated status and alerts should also be sent to them.
- Validation and proper message should be available in the system to restrict the user from lodging duplicate claim against any transaction.
- In case if user forgot the password then password resetting option should be available in the system under secured mode.
- Each and every necessary document and up-to-date information should be available in the portal along with the video graphic demonstration which can easily train the user that how to use the portal.
- Any changes in the portal should have proper audit log.

#### **On Daily, monthly, quarterly and yearly basis**

- Generation of Chargeback file for all the networks.
- Generation of Re-presentment file for all the network

- Generation for Pre arbitration file for all the Network
- Generation of Pre arbitration Rejection file for all the network
- Generation of compliance Reports for all the network
- Compliance of Retrieval request and chargeback procedure **as per NPCI/RBI/Statutory regulatory authority guidelines.**
- Chargeback letter and exhibit form to be generated.
- File for 2nd presentment
- Details and register for cardholder documents received in 2nd Presentment.
- Management of customer dispute letter and forms.
- Multiple dispute chargeback letters.
- Good faith request acceptance and forwarding our request too.
- Generation of credit adjustment and Debit adjustment reports
- Management of all the other Kind of disputes and Requirement received from Network providers and card schemes.
- Reports for duplicate entry for single claim
- Validation of transaction from database
- Location details, ATM ID/merchant id, CCTV footage and bank name asked by branches
- Tracking of Dispensed amount and claimed amount, customer wise and branch wise
- Dispute management of Tie up and Third Party
- Unique reference number to all the transaction and dispute.
- Handling of All the Banking Ombudsman cases, Consumer forum cases and RTI queries
- Handling of all the claims received from higher Management and register should be there in system.
- MIS for all the disputes weekly, monthly ,Quarterly and yearly
- Collection of charge slip from Merchants for chargeback ,Retrieval request and other Dispute Received
- Age wise break up for all pending payments for merchant
- Transaction credit confirmation for IMPS and UPI transaction.
- System should have capability to store and Retrieve all the documents received from different network and branches
- System should have capability to store and retrieve all the dispute as and when required by Bank.
- System should have capability to flag all the entries which were earlier un reconciled and now reconciled.
- System should have capability to handle all type of Disputes of NFS, VISA, MasterCard, RuPay and all the other network for which Bidder is performing settlement and Reconciliation for Bank.
- Bidder should have different Dispute Management system to keep History of all the Disputes and Management of Dispute.
- Bidder should have capability to manage all the Dispute arises for Payment gateway, Ecommerce transaction and ATM transaction.

### **3. Accounting and Third Party Reconciliation.**

- Follow standard accounting procedure and system to adapt new standards.
- Capable to modify and incorporate changes in new procedure and accounting standards
- Capable to changes and modify the accounting procedure according to NFS, VISA, MasterCard, RuPay and all other Network
- Reconciliation of all incoming and outgoing transaction with regards to NFS VISA, MasterCard, RuPay and all other network in accordance with Base II.
- Automated Vouching system for NFS, VISA, Master Card, RuPay and all the other network and products.
- Generation of inflated transaction such as Petrol, Railways, Tip and surcharge
- Generation of Files to debit and credit customer account
- Generation of Scheme incentive files to credit customer account
- Generation of foreign exchange fluctuation for foreign transactions
- Cross tallying of Bank settlement account with Forex branch advisement
- Tracking and report generation of Various fees and penalty levied by
- NFS, VISA, Master Card, RuPay and all other Network and products of DBD.
- Preparation of QOC, QMR and monthly reports for VISA, Master card and RuPay Respectively.

### **4. MIS Reports and Decision Making system**

- ATM performance report
- Daily, weekly, monthly and Quarterly reports for payable, suspense and sundry account age wise
- Card Base Report for ATM/Non ATM branches
- Card Base report as per card management system
- Monthly card base report Region wise branch wise
- Quarterly Operating certificates for VISA, Master card and RuPay
- Monthly RBI reports as required by Bank
- Monthly Insurance reports as required by Bank
- Monthly ATM deploying reports
- Generate Periodical reports as per requirement
- Age wise report for claim received, Claim settled and claim rejected.
- Exception report for Cash loading, EOD and ATM balancing
- Daily GL balancing reports for Issuer and acquirer, Issuer Chargeback and Acquirer Chargeback
- Daily, monthly, quarterly reports for Chargeback, Re-presentment, Credit adjustment.
- Foreign transaction report according to FEMA.
- Age wise reports according to bank Requirement
- Age wise daily reports of branches and Vendors who are not submitting EJ,CBR
- Monthly report of all the disputes received and resolved Network wise

- Age wise of all the ATM where reconciliation has not been done.
- Age wise pending Debit and Credit adjustment cases.
- All other reports bases on requirement of RBI,VISA,RUPAY and other Apex bodies
- Tip surcharge difference reports.

## **5. Fraud Monitoring Management based on related Reports**

- System should generate Fraud Monitoring reports bases on Daily transaction processing.
- System should be capable of Generate frequent Chargeback report
- System should be able to Generate High value transaction
- System should be able to track transactions from same card from different location.
- System should be able to generate transaction with different Pos Entry Mode.
- System should be able to generate alert for Issuer transaction if reported more than usual in numbers.
- Track high value foreign transaction without MECI5 code.
- Track details of customer performing more transaction at night specifically at switching time.
- Track more transactions from a single card number or Mobile number.
- Track all the transaction which has routed through Different account.
- Generate high number of transactions from same card on single ATM.
- Track all the ATM who is generating a particular error in EJ.
- System should have Capability to Filing necessary reports to Master Card and VISA.

## **6. Migration Support**

UCO Bank may not renew the contract after expiry of the same. Bank may decide to terminate the contract as per clause mentioned in RFP. In such case bidder has to provide complete migration support to incoming vendor without any additional cost to Bank. Bidder has to handover all the data to Bank or vendor decided by Bank. The selected bidder has to take over the reconciliation project from the existing vendor. The selected bidder has to take the responsibility to reconcile all the pending backlogs. Hence, all the legacy data needs to be migrated properly into the new system along with all other relevant records and documents either in the form of soft copies or hard copies. In such case if any disputes occurred in future or for any audit purpose, the selected bidder should keep and maintain all the up-to-date record. The software interface wherever required for CBS / SWITCH and other accounting systems will have to be provided by the successful bidder and the necessary testing should also be carried out before starting the reconciliation.

## **7. Compliance**

Bidder should comply with all the guidelines issued by RBI /NPCI/VISA/Master Card/RuPay/IBA/Govt. of India and any other regulatory authority. Bidder should follow PCI DSS guidelines and standard as per PCI DSS standards. As Security Operation Centre (SOC) is to be implemented shortly, the proposed solution should have the capability to communicate with the SOC setup by means of secured transfer of logs as per requirement and no extra charges should be paid to the Bidder for this. Reporting of incidents, MIS etc. to be ensured as per Bank's Policy / Government Guidelines with the stipulated time limits.

## **8. Adequate Manpower:**

- Bidder should deploy adequate skilled manpower, subject to minimum specified in Annexure – T.
- To perform/monitor all the reconciliation activities and should have back up of each resource.
- Resource should be able to perform all the activities mentioned in scope of work. There should always be two technical resources onsite working for Bank.
- There should always be two competent technical resources onsite working for Bank
- There should be one team leader onsite with whom Bank officials can communicate directly.
- The details (Name, Qualification, address of residence etc.) of Human resource to be provided to the Bank from time to time (in case resources changes or shifts) for security reason.
- Payment of resources should be as per Govt. of India's Minimum Wages act. Bank or any agency engaged by the bank may do the audit for the same.
- There should be an employee management policy mutually agreed by the Bank and selected bidder for the employees being appointed by the selected bidder.

## **9. Turn Around Time (TAT)**

The Bidder will maintain a Turn-around Time (TAT) as defined by the regulator. Bank shall provide the necessary data.

## **10. Reconciliation (On T/T+1 basis- as defined by the regulator)**

- Reconciliation of ATM transaction and transactions of all other channels/applications/system
- Network (Tie up reconciliation)
- EJ reconciliation
- Payable reconciliation
- Receivable reconciliation
- Suspense reconciliation
- Settlement reports
- Un-reconciled reports

- Fraud monitoring reports
- Outstanding entries

**11. Clearing, settlement and dispute management (Within Time Limit specified by each network provider)**

- Chargeback
- Re-presentment
- Credit adjustment
- Debit adjustment
- Pre arbitration
- Arbitration
- Retrieval request
- Fee collection
- Outgoing files
- Settlement
- Generation of all the outgoing files
- Compliance
- Refunds
- Tip and surcharge
- First Presentment
- Debit chargeback
- Good faith request
- DRC & TCC

**12. EJ (T+1)**

EJ monitoring and reconciliation

**13. Complaint Management (T)**

- Customer complaint, Branches, call center, NPCI ports and customer care
- Chargeback letter from branches and customer

**14. ATM/Recycler Cash Reconciliation (Cash Load and Cash Deposit) (T+1)**

- Replenishment claims checking with switch dispense and branch dispense with EJ
- CBR issued against Cash load
- Generation of reports for printing purpose
- Providing voucher and summary
- Dispatch CBR to various branches
- Providing vouchers and summary
- Vouchers and summary for Nodal branches

**15. Adjustments GLs funds (T+1)**

- Update record with branch GL entries
- Checking update of CBR

- Providing adjustment entries to nodal branches
- Providing entries to reconciliation team
- Daily adjustment report to higher management
- Reports for the region where maximum diversions are taking place
- Reports for the CRA who are involved in Maximum diversions
- Diversion adjustment entries

**The above mentioned methods of Reconciliation process are suggested for the better performance of the end-to-end Reconciliation solution. Besides, new suggestions in this regard will be appreciated from the selected bidder for betterment of the solution by minimizing the manual intervention.**

## **PART-V**

### **1. Contract Period:**

The selected bidder need to execute a Service Level Agreement (SLA) with UCO Bank covering all terms and conditions of this RFP. SLA will cover performance and availability of the solution deployed. The contract period will be for a period of **three years** from the date of Agreement. The performance of the selected bidder shall be reviewed every quarter. Any offer falling short of the contract validity period is liable for rejection.

**The draft format of SLAs will be provided after the Letter of Intent (LOI) with the successful bidder.**

### **2. Payment Terms**

The Bank shall make the payment on monthly basis based on the bill submitted by the vendor after the completion of a month. The vendor should raise Bill to the paying authority as informed by the Bank from time to time. The bill should accompany a certificate regarding successful completion of the work as well as with number of transaction details (network-wise) and also the penalty details (network-wise).

### **3. Uptime and Penalty**

The Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.

If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.

If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.

Any financial loss to the Bank on account of fraud taking place due to Successful Bidder, its employee or their services providers' negligence shall be recoverable from the Successful Bidder along with damages if any with regard to the Bank's reputation and goodwill.

Bank may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of the Bidder

The bidder should provide uninterrupted services for ensuring implementation and maintenance of the Reconciliation and other related Services as per the requirements of this RFP. The Bank also has the right to invoke the performance bank guarantee in case of inability of the bidder to either ensure deliverables as stipulated in this RFP, within defined timelines or to meet the service levels as stipulated in this RFP. Penalties on delay will be applicable when the delay is not attributable to the Bank.

The penalty amount can be revised according to the new policy of Reserve Bank issued from time to time.

The turnaround time for reconciliation of any transaction shall be T/T+1 day. For each day delay in carrying the reconciliation will attract penalty as mentioned below:

S.No	Delay	Penalty
1	1 day	as stipulated by regulator plus Rs.10,000/- per network.
2	2 days	as stipulated by regulator plus Rs.20,000/- per network.
3	3 days	as stipulated by regulator plus Rs.40,000/- per network.
4	4 days	as stipulated by regulator plus Rs.40,000/- per network.
5	5 days	as stipulated by regulator plus Rs.50,000/- per network.
6	Beyond 5 days	as stipulated by regulator plus Rs.1,00,000/- per network

Bidder has to maintain 99.9 % uptime of the Recon System during the Business Hours i.e. from 9 am to 9 pm. For each 1 % reduction in maintaining uptime there will a penalty of Rs 5000/-.

Bidder has to ensure that whenever Bank asks to start the reconciliation of a new product, it should be started within 30 days of intimation failing to which there will be a penalty of Rs 5000/- per day of delay.

Besides the above, the Penalty and loss of transaction amount borne by the Bank would be recovered from the bidder under following circumstances:-

- a) Failure of settlement of claims lodged within the stipulated time frame.
- b) Non re-presentation of successful transaction to other Banks' within stipulated time
- c) Erroneous / wrong re-presentation of failed transaction.
- d) Losses on account of Shortages borne by the bank will be recovered in the event of:-

- i. Non-reporting of shortages found in reconciliation of ATM transactions within 5 days.
  - ii. Non-reporting of differences /shortages upon ledger balancing of ATM accounts within 5 days.
  - iii. Non-reporting of error and differences in the CBR submitted by the ATM bidder within 2 working days of receipt of the CBR.
- e) Any amount identified by the Bank as fraud due to the lack of proper reconciliation system at any point of time during the contract period which is not reported by the bidder will be recovered from the bidder.
- f) The bidder will also be liable to bear the actual loss on account of wrongful/excess credits or wrong/delayed reporting in reconciliation/dispute process activities undertaken by the bidder due to the reasons attributable to the bidder.
- g) Penalty / Claim Amount as per the BO advisory or by any regulatory body due to failure of selected bidder to comply as per the scope.
- h) Penalty on account of RBI directives/Network regulations due to failure of selected bidder to comply as per the scope :

The penalty/compensation payable to the cardholders as per RBI directives present and future, for delayed settlement of failed ATM transactions has to be borne by the bidder. The penalty payable to NFS/VISA for delayed processing of credit adjustment in case of Acquirer transactions has to be borne by the bidder. In addition to the above existing guidelines of RBI / Network the penalty payable due to modification/introduction of new guidelines by RBI/existing network/new network which the Bank may join, will be to the account of the bidder.

The penalty would be calculated and will be recovered from the billing amount payable to the bidder.

The bidder will be responsible for the activities done by the manpower deployed. In case any wrong credits are done, or wrong chargebacks are accepted, or the chargebacks / re-presentment done in the networks are in wrong code due to which they are rejected and if any of the activities even other than the one specified above result in financial loss to the Bank, then the same will be recovered from the bidder.

#### **4. Liquidated Damage**

Notwithstanding Bank's right to cancel the order, liquidated damages at 1% (One percent) of the price of undelivered portion/ not installed services of per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the total cost of ownership. Bank will have right to recover these amounts by any mode such as adjusting from any payments to be made to the Bidder or from the performance Bank Guarantee. Liquidated damages will be calculated per week basis.

The Bank reserves its right to recover these amounts by any mode including adjusting from any payments to be made by the Bank to the Bidder.

## **5. Payment Authority**

The payment will be made by UCO Bank, Head Office – 2, Department of Information Technology, 5<sup>th</sup> Floor, DD Block, Sector – I, Salt Lake Kolkata – 700064. However, all the payments shall be subject to the performance / delivery of the Services to the satisfaction of the Bank for this purpose.

## **6. Performance Bank Guarantee**

The Selected bidder, **within 15 days from the date of letter of intent** will have to furnish a Performance Bank Guarantee, format as per **Annexure – K**, issued by any scheduled commercial bank (other than UCO Bank) equivalent to 10% of the project cost **valid for 39 months (36 months + a claim period of 3 months) from the date of Letter Of Intent (LOI)**. Upon furnishing the Performance Bank Guarantee, the EMD of the selected bidder shall be returned.

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

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

In case the contract is getting extended, the selected bidder shall submit the Bank Guarantee of 10% of the project cost of that period of time with a validity of the extension period with 3 months claim period.

The selected bidder shall be responsible for extending the validity date and claim period of Performance Bank Guarantee as and when it is due on the account of non-completion of the project and warranty period.

## **7. Price Validity**

The selected bidder will be required to keep the price valid for entire contract period. There shall be no increase in price for any reason whatsoever during the period. Bank may place the additional Purchase Orders to the selected bidder for any or all of the services at the agreed unit rate for line items as mentioned in the commercial format i.e. Annexure – H during the price validity period of 18 months.

## **8. Single Point of Contact**

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

## **9. Preliminary Scrutiny**

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

## **10. Award of Contract**

Bank will award the contract to the H1 bidder and will notify the name of the selected Bidder by means of Letter of Intent (LOI). Bank may release the order either in Full or in part or place more than one order towards the contract based on project plan. The selected Bidder shall submit the acceptance of the order within seven days from the date of receipt of the Letter of Intent (LOI). No conditional or qualified acceptance shall be permitted. The effective date for start of provisional contract with the selected Bidder shall be the date of acceptance of the order by the Bidder. Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.

## **11. Taxes**

- a.** Bidder shall be solely liable for the payment of all taxes, duties, fines, penalties, etc., by whatever name called as may become due and payable under the local, state and/or central laws, rules and/or regulations as may be prevalent and as amended from time to time in relation to the services rendered pursuant to this agreement. The Bank may in its discretion, but without being bound to do so, make payment of Taxes, duties as aforesaid and in the event of such payment, Bank shall be entitled to deduct the payment so made from the payment due to Bidder in respect of Bills.
- b.** The Bank shall not be liable nor responsible for collection and / or payment of any such taxes, duties, fines, penalties etc., by whatever name called, that are due and payable by bidder, under the local, state and/ or central laws, rules and /or regulations as may be prevalent and as amended from time to time.
- c.** Nothing contained herein shall prevent the Bank from deducting taxes deductible at source as required by any law/s or regulation/s. Bidder shall be

responsible to report any non-receipt of certificate of taxes deducted at source within ninety (90) days of deduction of such taxes at source by the Bank to bidder. The Bank will not issue any duplicate certificate for deduction of taxes at source unless such request is made within ninety (90) days of the closure of the financial year.

- d. Bidder shall co-operate fully in the defence of any claim/s by any local, state or union authorities against The Bank with respect to any taxes and/or duties due and payable by bidder and /or individuals assigned by bidder under this agreement. Without limiting the generality of the foregoing bidder shall upon request by The Bank, give to The Bank all documents, evidences in a form satisfactory to The Bank to defend such claim/s. Any claims filed against The Bank, the cost to be borne by the selected bidder.
- e. The payments which is/are inclusive of GST and other taxes, fees etc. as per the Payment Schedule covered herein above shall be paid by Department of Information Technology, UCO Bank, Head Office – Kolkata. However, Payment of the Bills would be released, on receipt of advice / confirmation for satisfactory delivery and commissioning, live running and service report etc. after deducting all penalties.

## **12. Confidentiality and Secrecy**

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

The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers, suppliers, or agents without the prior written consent of Bank.

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

- To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by BANK;
- To only make copies as specifically authorized by the prior written consent of Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;

- To restrict access and disclosure of Information to such of their employees, agents, strictly on a “need to know” basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause, and
- To treat all Information as Confidential Information.
- The selected service provider acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, data, papers, statements, any business/customer information, trade secrets and process of the UCO Bank relating to its business practices in connection with the performance of services under this Agreement or otherwise, is deemed by the UCO Bank and shall be considered to be confidential and proprietary information (“Confidential Information”), solely of the UCO Bank and shall not be used/disclosed to anybody in any manner except with the written consent of The UCO Bank.
- The selected service provider shall ensure that the same is not used or permitted to be used in any manner incompatible or inconsistent with that authorized by the UCO Bank. The Confidential Information will be safeguarded and the selected service provider will take all necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof.
- **Conflict of interest:** The Vendor shall disclose to BANK in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Bidder’s team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.
- **The successful Bidder is required to execute a Non-Disclosure Agreement to the bank as per bank’s format before or at the time of execution of the Service Level Agreement.**

### **13. Compliance With Laws**

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

Further the selected Bidder shall undertake to observe, adhere to, abide by, comply with all applicable Statutes/Legislations pertaining all the its officers/

staff/personnel/representatives/agents deployed by them for the scope of work (stipulated in the Request for Proposal/Quotation) but not limited to the Minimum Wages Act, Employees Provident Fund Act, Labour Laws, ESIC Facility Standard & Rules/Regulations/Guidelines issued by the Government/ Reserve Bank of India or any other Authority, as applicable.

The selected Bidder shall undertake to promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation / Guidelines and shall keep the same valid and in force during the term/tenure of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/officers/staff/personnel/representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and Bank will give notice of any such claim or demand of liability within a reasonable time to the selected Bidder.

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

#### **14. Force Majeure**

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

- Natural phenomenon, including but not limited to floods, droughts, earthquakes, epidemics/pandemics,
- Situations, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,
- Terrorist attacks, public unrest in work area,

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

## **15. Completeness of The Project**

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

## **16. Acceptance Testing**

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

## **17. Order Cancellation**

The Bank reserves its right to cancel the Order/ Service Level Agreement by giving a written notice of ninety (90) days which will be inclusive of a cure period of thirty (30) days before cancellation of the Order/Service Level Agreement, in event of one or more of the following situations, that have not occurred due to reasons solely and directly attributable to the Bank alone:

- i. The bidder commits a breach of any of the terms and conditions of the offer or any of the terms and conditions of the Purchase Order / SLA.
- ii. Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process.
- iii. The bidder goes into liquidation voluntarily or otherwise.
- iv. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the order.
- v. The progress regarding execution of the order accepted made by the vendor is found to be unsatisfactory.
- vi. Non-compliance of the scope of the job.
- vii. Repetitive failure of the deployed personnel to perform the job to the satisfaction of the bank.

viii. On the events of data piracy / privacy / system failures / security failures.

ix. If deductions on account of liquidated damages exceed more than 10% of the total order price.

In case of cancellation of the Order/Service Level Agreement due to the above stated situations, the following consequences will entail:

- I) In case the selected bidder fails to deliver the ordered hardware, software, services and FM resources as stipulated in the delivery schedule, UCO BANK reserves the right to procure these deliverable from alternate sources at the risk, cost and responsibility of the selected bidder with the capping of 125% of the original quoted cost for such deliverable as per commercial bid.
- II) If the bidder does not perform satisfactorily or delays execution of order, UCO Bank reserves the right to get the balance order executed by another party of its choice by giving 30 days' notice for the same. In this event the bidder is bound to make good with the capping of 125% of the original quoted cost for such deliverable as per commercial bid, which UCO Bank may have to incur in executing the balance order. This clause is applicable, if for any reason, the order is cancelled.
- III) UCO Bank reserves the right to recover any dues payable by the bidder under the contract from any amount outstanding to the credit of the bidder, including the bills and /or invoking the Bank Guarantee under this purchase order.
- IV) In case of cancellation of order, any advance payments (except payment against ATS) made by the Bank to the Vendor for implementation of project, would necessarily have to be returned to the Bank, if bidder fail to return such payment within 30 days, then vendor have to be returned amount to the Bank with interest @ 15% per annum , further the Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid.
- V) Vendor should be liable under this section if the contract/ purchase order has been cancelled in case sum total of penalties and deliveries exceeds 10% of the TCO.
- VI) In case of order cancellation Bank will notify selected bidder with 90 days' notice period inclusive of 30 days cure period before cancellation of the Order. However, it is clarified that the notice should specifically contain that the 90 days period for cancellation is inclusive of cure period of 30 days, if the Vendor fails to cure within 30 days time the notice for cancellation will became absolute.

## **18. Indemnity**

Selected bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from

- a) an act or omission of the service provider and /or its employees, agents, sub-contractors in performance of the obligations under this RFP; and/or
- b) material breach of any of the terms of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the service provider under this RFP; and/or,
- c) Bank's authorized/ bona-fide use of the deliverables and/or the services provided by the service provider under this RFP; and/or
- d) Infringement of any patent, trademarks, copyrights etc. Or such other statutory infringements in respect of all components provided to fulfill the scope of this project.

Vendor shall further indemnify the Bank against any loss or damage to the Bank premises or property, loss of life, solely attributable, due to the acts of the Vendor's employees or representatives. The Vendor shall further indemnify the Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however,

- i. the Bank notify the vendor in writing immediately on becoming aware of such claim,
- ii. the Vendor has sole control of defence and all related settlement negotiations,
- iii. the Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above, and
- iv. The Bank does not make any statement or comments or representations about the claim without prior written consent of the Vendor, except under due process of law or order of the court.

It is clarified that the vendor shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank (and/or its customers, users and service providers) rights, interest and reputation. Vendor shall be responsible for any loss of life, etc, due to acts of Vendor's representatives, and not just arising out of gross negligence or misconduct, etc, as such liabilities pose significant risk. Vendor should take full responsibility for its and its employee's actions.

The vendors should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- Non-compliance of the vendor with applicable Laws / Governmental Requirements, IP infringement ;
- Negligence or gross misconduct attributable to the Vendor, its employees, and agents
- Breach of any terms of RFP, Representation or Warranty
  - Act or omission in performance of service.

Further,

- i. Vendor's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Contract Value.
- ii. Vendor's liability in case of claims against the Bank resulting from Wilful Misconduct or Gross Negligence of Bidder, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.
- iii. Bank shall not be held liable for any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by Bidder as part of procurement under the RFP.
- iv. Under no circumstances bank shall be liable to the selected Bidder for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if UCO Bank has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.
- v. Subject to any law to the contrary, and to the maximum extent permitted by law Bank shall not be liable to vendor for any consequential/ incidental, or indirect damages arising out of this agreement.

Indemnity would be limited to court; tribunal or arbitrator awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

The vendor shall not indemnify the Bank for

- i. Any loss of profits, revenue, contracts, or anticipated savings or
- ii. Any consequential or indirect loss or damage however caused,

provided that indemnity would cover damages, loss or liabilities suffered by the Bank arising out of Claim made by Regulatory Authorities for reasons attributable to breach of services provided/ obligation under this document and by the Service Provider

## **19. Publicity**

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

## **20. Privacy And Security Safeguards**

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

## **21. Technological Advancements**

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

## **22. Guarantees**

Selected bidder should guarantee that all the material as deemed suitable for the delivery and management for the RFP for Supply, Installation and Maintenance of Hardware, Operating Systems and Database Licenses for various Projects/Applications. All hardware and software must be supplied with their original and complete printed documentation.

## **23. Exit Option and Contract Re-Negotiation**

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

- Failure of the Selected bidder to accept the contract / purchase order and furnish the Performance Guarantee within 30 days of receipt of purchase contract;
- Delay in offering;
- Delay in commissioning project beyond the specified period;

- Delay in completing commissioning / implementation and acceptance tests / checks beyond the specified periods;
- Serious discrepancy in project noticed during the testing;
- Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank.
- Serious discrepancy in completion of project.
- Serious discrepancy in maintenance of project.

**Bank shall notify selected bidder with 90 days' notice period inclusive of 30 days cure period before cancellation of the Order. However, it is clarified that the notice should specifically contain that the 90 days period for cancellation is inclusive of cure period of 30 days, if the Vendor fails to cure within 30 days time the notice for cancellation will become absolute.**

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

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

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

As aforesaid the Bank would procure the equipment from the third party only in the event that the equipment was available at more favourable terms in the industry, and secondly, The Equipment procured here from third parties is functionally similar, so that the Selected Bidder can maintain such equipment.

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

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

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

Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Selected Bidder to the Bank or its

designee to ensure smooth handover and transitioning of Bank's deliverables, maintenance and facility management. However, during transitioning period payment will be made to vendor as per payment terms.

#### **24. Termination**

UCO BANK reserves the right to cancel the work/purchase order or terminate the SLA by giving **90 (ninety) days' prior notice in writing inclusive of 30 days cure period and** recover damages, costs and expenses etc., incurred by Bank under the following circumstances:

- a) The selected bidder commits a breach of any of the terms and conditions of this RFP or the SLA to be executed between the Bank and the selected Bidder.
- b) The selected bidder goes into liquidation, voluntarily or otherwise.
- c) The selected bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc., applicable to the bidder under performance of the RFP.
- d) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- e) The selected bidder fails to complete the assignment as per the time lines prescribed in the Work Order/SLA and the extension, if any allowed.
- f) Deductions on account of liquidated damages exceed more than 10% of the total work order.
- g) In case the selected bidder fails to deliver the resources as stipulated in the delivery schedule, UCO BANK reserves the right to procure the same or similar resources from alternate sources at the risk, cost and responsibility of the selected bidder.
- h) After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, UCO BANK reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which UCO BANK may have to incur in executing the balance contract. This clause is applicable, if the contract is cancelled for any reason, whatsoever.
- i) UCO BANK reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder, including the adjustment of pending bills and/or invoking the Performance Bank Guarantee under this contract.

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

## **25. Termination for Insolvency**

The Bank may at any time terminate the Contract by giving written notice **(90 days' notice period)** to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

## **26. Termination For Default**

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

## **27. Termination For Convenience**

The Bank may, by written notice for a period of ninety (90) days sent to the Vendor, terminate the Contract/Service Level Agreement, in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for Bank's convenience, the extent to which the performance of work under the said Contract/Service Level Agreement is terminated and the date upon which such termination shall become effective.

**In case of Termination for Default Bank will provide notice period of 90 days inclusion cure period of 30 days. However, it is clarified that the notice should specifically contain that the 90 days period for cancellation is inclusive of cure period of 30 days, if the Vendor fails to cure within 30 days' time the notice for cancellation will become absolute.**

## **28. Consequences of Termination**

In the event of termination of the Contract due to any cause whatsoever, (whether consequent to the stipulated term of the Contract or otherwise), UCO Bank shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution / continued execution of the scope of the Contract.

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

Nothing herein shall restrict the right of UCO Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to UCO Bank under law or otherwise.

The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

### **29. Signing Of Contract**

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

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

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

### **30. Technical Inspection And Performance Evaluation**

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

### **31. Verification**

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

### **32. Compliance With Applicable Laws of India**

The selected bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/ personnel/representatives/agents from

any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

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

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

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

### **33. Dispute Resolution Mechanism**

- a. The Bidder and The Bank shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:
  - i. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
  - ii. The matter will be referred for negotiation between Deputy General Manager of The Bank / Purchaser and the Authorised Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.
- b. In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by

arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

- c. The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.
- d. The arbitrators shall hold their sittings at Kolkata. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Kolkata alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.
- e. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

### **34. Arbitration**

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

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

matter or one of the subject matters thereof. The venue of the arbitration shall be at KOLKATA, INDIA.

### **35. Applicable Law and Jurisdiction of Court**

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

### **36. Limitation of Liability**

- i. For breach of any obligation mentioned in this document, subject to point no. iii, in no event selected bidder shall be liable for damages to the Bank arising under or in connection with this agreement for an amount exceeding the total project cost/contract value.
- ii. Service Provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss cause.
- iii. The limitations set forth in point no. 1 shall not apply with respect to:
  - a) claims that are the subject of indemnification pursuant to Intellectual Property Rights and Ownership.
  - b) damages occasioned by the gross negligence or willful misconduct of Service Provider.
  - c) damages occasioned by Service Provider for breach of confidentiality obligations.
  - d) Regulatory or statutory fines imposed by the Government or Regulatory agency or non-compliance of statutory or regulatory guidelines applicable to the project.

**“Gross Negligence”** means an indifference to, and/or a blatant violation of a legal duty with respect of the rights of others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a gross negligence.

**“Wilful Misconduct”** means any act or failure to act with an intentional disregard of any provision of this RFP/Contract, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

### **37. Amendment(s) In the Contract / Service Level Agreement**

There shall be no variation(s) in or modification(s) in the terms of the Contract/ Service Level Agreement save and except by a written mutual consent signed by both the Parties i.e. the Bank and Vendor. Bank shall have the discretion/liberty to give effect to any amendment, modification etc. in the Contract/Service Level Agreement, if so

required by Bank, sequel to any amendment(s)/ modification(s) etc. in the applicable Laws/Statutes including but not limited to amendment(s)/ modification(s) etc. in the existing Guidelines/ Instructions issued/to be issued by any Regulatory Authority.

### **38. Severability**

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any Applicable Law, and if the rights or obligations of the Parties under this Contract/ Service Level Agreement will not be materially and adversely affected thereby (a) such provision will be fully severable; (b) this Contract/Service Level Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never been comprised a part hereof; and (c) the remaining provisions of this Contract/ Service Level Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance here from.

## Annexure – A: Tender Offer Forwarding Letter

To

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

Dear Sir,

**Sub: Your RFP for End to End Reconciliation solution for Card Transaction, ATMs and other transactions vide RFP REF NO: DIT/BPR & BTD/OA/2294/2020-21 Date: 23/11/2020**

With reference to the above RFP, having examined and understood the instructions including all annexure, terms and conditions forming part of the Bid, we hereby enclose our offer for “**End to End Reconciliation solution for Card Transaction, ATMs and other transactions**” mentioned in the RFP document forming Eligibility / Technical as well as Commercial Bids being parts of the above referred Bid.

In the event of acceptance of our Eligibility / Technical as well as Commercial Bids by the Bank, we undertake to provide the said services for **End to End Reconciliation solution for Card Transaction, ATMs and other transactions** as per your purchase orders.

We will submit a Performance Guarantee for a sum of **Rs. XXX/- (10% of TCO)**, valid for a period of six months.

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

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

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

The Demand Draft / BG details are enclosed as follows:

1. BG No. \_\_\_\_ dated \_\_\_\_\_ as EMD for Rs. 20,00,000.00/- (Rupees Twenty Lakhs only).
2. DD No. \_\_\_\_ dated \_\_\_\_\_ for Rs. 20,000.00/- (Rupees Twenty Thousand only) as

cost of RFP document.

BG issued by \_\_\_\_\_ Bank \_\_\_\_\_ branch.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020

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

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

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

## **Annexure – B: General Details of Bidder**

### **A. Profile of Bidder**

Name of bidder:

**1. Location**

Regd. Office:

Controlling Office:

**2. Constitution**

**3. Date of incorporation & Date of Commencement of business:**

**4. Major change in Management in last three years**

**5. Names of Banker /s**

### **B. Financial Position of Bidder for the last three financial years**

	2017-18	2018-19	2019-20
<b>Net-worth</b>			
<b>Turnover</b>			

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

### **C. Proposed Service details in brief**

➤ **Description of service**

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

**Details of Experience in implementation of similar orders like End to End Reconciliation solution for Card Transaction, ATMs and other transactions**

<b>PSU Organization/BFSI</b>		
<b>Name of Organization</b>	<b>Period</b>	
	<b>From</b>	<b>To</b>

**N. B. Enclosed copies of Purchase Orders should be in name of the service provider only as references. Bank reserves the right to verify the authenticity of the reference document enclosed with the bid document. In case found not in order, the bid submitted by the service provider shall be rejected summarily.**

**Place:**

**Authorized Signatory**

**Name:**

**Designation:**

## Annexure – C Eligibility Criteria Compliance

Sl. No.	Criteria	Proof of documents to be submitted	Bidder's Compliance (Yes / No)
1	Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956 or 2013 and amendments thereafter, if any for the last 3 years as on RFP issuance date.	Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company Or Certificate of incorporation in case of Private Limited Company, issued by the Registrar of Companies.	
2	The bidder submitting the offer should be profit making company (profit after Tax) for the <b>last three financial years</b> .	Copy of the audited balance sheet of the company showing profit, net-worth and turnover of the company for the consecutive last three financial years should be submitted.	
3	The bidder should have a minimum annual turnover of <b>Rs.10 Crore</b> per year in each of the <b>last three financial years 2017-18, 2018-19 and 2019-20</b> .		
4	The Bidder should have minimum of <b>3 years of experience in implementation &amp; execution</b> for end to end Reconciliation solution for Card Transaction, ATMs and other transactions in <b>at least two scheduled commercial Banks</b> in India in last 5 years and handling such operations as on RFP submission date.	Letter from such Bank to be enclosed with the Technical Bid document, where the bidder should ensure: <b>c.</b> Their reconciliation works are / was up to their satisfaction. <b>d.</b> There is / were no pendency in the reconciliation works during these tenure.	
5	The <b>OEM's Solution</b> should have minimum of <b>3 years of experience in implementation &amp; execution</b> for end to end Reconciliation solution for Card Transaction, ATMs and other transactions in <b>at least two scheduled commercial Banks</b> in India in last 5 years and should have capability to process <b>at least</b>	Letter from such Bank to be enclosed with the Technical Bid document, where the bidder should ensure: <b>c.</b> Their reconciliation works are / was up to their satisfaction. <b>d.</b> There is / were no pendency in the reconciliation works during these tenure.	

	<b>25 lakhs transactions per day on average basis</b> on RFP submission date.		
6	The bidder/OEM should have <b>technical support Centre in India</b> . They should have capability to support Bank's DC and DR in Kolkata and Bengaluru respectively as on date of bid submission of the RFP.	Undertaking to be given by the bidder.	
7	Bidder should not have been debarred / black-listed by any Bank or RBI or any other regulatory authority or Financial Institutions in India as on date of RFP submission.	Self-declaration to that effect should be submitted on company's letter head.	
8	The service provider should ensure that there are no legal proceedings / inquiries / investigations have been commenced / pending / threatened against service provider by any statutory or regulatory or investigative agencies or any other for which performance under the contract will get adversely affected / may get affected.	Self-declaration to this effect on the company's letterhead should be submitted.	

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

Place:

(Signature)

Date:

(Signature and seal of authorized person)

Company's Seal

Designation:

Bidder's corporate name:

## Annexure – D: Technical Specification

Sl. No.	Description	Bidder's Response (Yes/No)	Comments
1	The proposed software is readily available for end-to-end reconciliation as mentioned in the scope of work.		
2	The proposed Software is in use at two scheduled commercial Bank (attach additional sheets if the number of Banks is more than one) under OPEX model		
	Name of the Bank		
	Scope of the project		
	Date of installation		
	Whether under warranty/ATS		
	Volume of data (No. of records)		
3	Number of ATMs of the Bank		
	Software & Database details		
	Software front-end/programming language		
	Name & version of DBMS		
4	Details of other system software required other than OS		
	Hardware & OS details		
	Broad server details to be deployed by the bidder. Sizing has to be given for whole contract period with 25% buffer in handling transactions		
	OS		
	Backup Details		
5	Facility for DC-DR		
	Software features		
	Security features for preventing unauthorized transactions		
	Various level of access/authorization/approval with password		
	Audit-trail & logs		
	Faster data storage/retrieval		
	On-line help		
	Query module		
Day begin/day end procedure			

	Data export/import, file and data download/upload facility		
	Parameterization		
	Maker/Checker concept		
	Audited & Certified by third party		
	Benchmarking		
	Facility at DC-DR site		
<b>6</b>	If desired by the bank, whether the bidder agree to supply/provide all required system software and other related utility software to run the proposed software (other than hardware & OS)		
<b>7</b>	Adequate HR and other skilled resources to be provided by the bidder for reconciliation activity as per the Annexure – S & Annexure – T.		
<b>8</b>	The Solution offered by the Bidder should be Payment Card Industry Data Security Standard (PCI-DSS) compliant solution.		
<b>9</b>	The Solution offered should be compatible with all guidelines issued by the regulatory / government bodies from time to time. In case of disruption of services at the Primary Site, the Bidder should be capable of providing continuous services at an alternate location/ Disaster Recovery Site of the Bank without the disruption of services. Disaster Recovery Site has to be verified by the bank's officials after enabling for the primary site.		
<b>10</b>	Software support by the OEM		
	Warranty support by the OEM		
	Location of the Support Team		

Place:

(Signature)

Date:

(Signature and seal of authorized person)

Company's Seal

Designation:

Bidder's corporate name:

**Annexure – E: Technical Bill Of Materials**

Sl. No.	Items	Able to handle Maximum no. of. Transactions	
		On daily basis	On Yearly basis
1	End to End Reconciliation of all types of Financial and Non-Financial Transactions as per the scope mentioned above.		
2	Total count of transactions for the 3 year contract period (approx.)		

**Note:**

- a. Handling the maximum number of transactions will ensure the capacity of the system in which the transactions on holiday has been counted along with the transactions on working day for reconciliation purpose.
- b. No counter condition/assumption in response to technical bid will be accepted. Bank reserves the right to reject such bid.

**Place:**

**Signature of Bidder:** \_\_\_\_\_

**Date:**

**Name:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

## ANNEXURE F : SCOPE OF WORK

### 1. Scope of Work:

The project is to be executed on an OPEX Model. Bidders to confirm compliance to all the points mentioned in this Annexure-F.

### 2. Expectations from the bidders:

A Bidder submitting a Bid under this RFP must be capable of handling all activities related to **Reconciliation & Accounting, Settlement, Clearance and Dispute Management of Transactions of Alternate Channels & Payment Systems, Cash in ATMs/CASH RECYCLERS along with Chargeback solutions through an automated system only**. Various Networks, Applications/Channels and Payment Systems to be taken for reconciliation as under:

<b>i)</b> NFS ONUS + REMOTE ONUS (Financial)	<b>ii)</b> VISA ONUS+REMOTE ONUS (Financial)	<b>iii)</b> Discover Financial Services (DFS), Japan Credit Bureau (JCB), Dinners Club International, ATM RuPay International Transaction, NCMC Cardless transactions etc
<b>iv)</b> PoS/E-Commerce	<b>v)</b> Payment Gateway / Aggregator (Bill-desk and other Online Payment Gateways)	<b>vi)</b> Acquirer ATM / Card-to-Card
<b>vii)</b> Prepaid Cards	<b>viii)</b> IMPS	<b>ix)</b> UPI
<b>x)</b> Bharat Bill Payment System (BBPS) from various Bank channels	<b>xi)</b> Mobile Banking	<b>xii)</b> Co-Brand Credit Card
<b>xiii)</b> BHIM Aadhaar	<b>xiv)</b> AEPS, Micro ATM	<b>xv)</b> PoS as Acquirer (ONUS & OFFUS)
<b>xvi)</b> Cash Deposit Kiosk (Inter-operable cash deposit)	<b>xvii)</b> UCO Pay+ wallet	<b>xviii)</b> GST Collection / Payment Services
<b>xix)</b> e-Banking	<b>xx)</b> Bharat QR issuer	

**Note: Bank may add or remove any Network/Channel/Application/Payment System from the scope of the work at its own discretion i.e. bank does not guarantee transactions from all Networks/Channels/Applications/Payment Systems are included in reconciliation activity.**

32. Any other Network/Channel/Application/System being used at present or to be used in future as per bank's requirement or due to any regulatory requirement will be included under scope of the project at bank's discretion without any additional cost to the bank. Bidder has to customize the same or introduce / modify the existing process / file formats as per bank's requirement or due to any regulatory requirement without any additional cost to the bank.
33. Scope of reconciliation includes all types of transactions, charges, Fees, GST, TCO, interchange fee, Settlements etc. and System generated MIS to be provided on Daily/Weekly/Monthly/Half Yearly/Yearly basis as required by the bank/regulators.
34. Switch file, host file or any other files related to data / charges / commission / expenses used in the reconciliation process or files provided by NPCI / RBI / any other regulatory authority / any other vendor should be read, stored and preserved in a database till the contract period for various purpose namely audit purpose / chargeback management / dispute resolution for all transactions / Banking Ombudsman cases / generation of settlement vouchers / generation of up loadable files in various format and for generation of system generated MIS / exception reporting. Once the contract expires, the bidder needs to handover the preserved data to the Bank.
35. Bidder's software should have maker and checker facility for CBS uploadable files i.e. the CBS uploadable files should be duly verified.
36. A consolidated Dispute Management portal / system for all networks should be provided. The portal should be accessed by the branch users for each specific product and accordingly the hardware system to be sized for concurrency.
37. The selected bidder should give complete training for each product to the Bank (20 staff members of Bank) **without any additional cost to the Bank.**
38. Bidder should ensure the settlement for each and every type of fee and charges in terms of interchange fee, approved fee etc., either collected by NPCI/any other authority/vendor or paid by NPCI/any other authority/vendor on daily basis with the GL accordingly and report for the same should be available in the MIS portal of reconciliation system. In case of any discrepancies, respective reconciliation and accounting of the same is to be checked thoroughly and further adjusted with the respective head.
39. User should be able to upload any type of supporting documents which should be stored and preserved in reconciliation system.
40. For outside charge collection & for the payment, the bidder has to ensure that proper settlement files compatible to Finacle upload format is provided to the Bank.
41. All the processes should be **system-driven as mentioned above and should be carried out by the application software provided by the bidder.**

42. The selected bidder should be responsible for end to end reconciliation process for each of the products and in-doing so they have to communicate to the concerned/respective team over the mail / phone / any other mode rigorously.
43. The software solution application architecture should be scalable and commensurate with the increase in transactions and devices in the Bank though Bank cannot give any guarantee of minimum and maximum number of transactions.
44. The successful bidder will be responsible for any licenses / utilities / certifications required to run the solution at their own costs.
45. The successful bidder should have a fully established business continuity plan in place and should have provision and capability to operate from **Bank's Disaster Recovery (DR) site in Bengaluru in case of need / exigency**. System should have the capability for automated data replication between DC and DR.
46. **Data security and confidentiality:** Successful bidder to ensure no unwarranted, illegal, and fraudulent misuse of data shared by the Bank and Bidder to categorically indemnify the Bank against any losses that the Bank may suffer on account of any such fraudulent and illegal act by the company or its employees.
47. The software solution to be deployed by the successful bidder should have flexibility and scalability for acceptance of changes in file structure of Bank's switch for implementing in the solution in a time bound manner. The bidder should also have capability to provide Reconciliation Services for any other channel Switch that Bank may acquire in future. (Pricing if any for future modifications / Switch migration would be borne by the selected bidder)
48. All reconciliations should be done cyclewise, T, T+1 day as per the regulatory guidelines. In future, if there is any change in the reconciliation process as per the regulatory guidelines then the same has to be carried/ implemented in the system by the vendor without any additional cost.
49. Successful bidder should have a well-defined data migration strategy and PERT-Chart with definitive timelines for migration of data from the existing set-up of the Bank if required. The cost of migration if any would be borne by the successful bidder.
50. **GST accounting:** The accounting should enable the bank to submit the relevant data / reports on Daily / Weekly /Monthly/ Quarterly/ Half Yearly / Yearly basis as required by the bank /regulators. Selected bidder should complete the activities i.e GSTR1 , GSTR 2A, GST TDS, GST Invoices, Reconciliation of Sundry debtors account in co-ordination with various stake holders like NPCI, Bank, other banks, etc.
51. **The solution provided should have proper DR site at Bengaluru with equivalent software & hardware as provided at DC (Primary site) at Kolkata.** The solution should have a provision to transfer data daily to DR site at Bengaluru. The bidder should conduct DR Drill as directed by the bank. The DR site has to be kept

updated with all software up-gradations. Whenever need arises bidder should be able to switch the operations to DR site within one day. On daily basis, offline and online backup for all data/database has to be taken by the bidder. DC-DR replication and daily data backup has to be ensured by the selected bidder.

52. Selected bidder has to promptly attend dispose-off all calls and e-mails from the branches/Zones/Head Office/Call Centre as well as from customers on the dedicated phone number and e-mail provided by the Bank in a time bound manner.
53. The selected bidder has to reconcile the transaction done through Cash Recycler/Cash Deposit machines connected to ATM Switch and NFS Network and its related GL Heads of CBS.
54. The selected bidder may also be asked to carry out the reconciliation of transactions of Bank's sponsored RRBs (Regional Rural Banks) with the same transaction cost.
55. Reconciliation of Income and Expenditure accounts on daily basis. Booking of Income and expenditure on daily / monthly basis as required by bank/regulators.
56. Details on the penalty imposed by NPCI/RBI, if any, has to be reported timely with reasons for such penalty to bank using application software.
57. The selected bidder must comply to the observations of the auditor and ensure rectification of irregularities without any additional cost to the Bank.
58. The selected bidder must ensure uptime of the reconciliation & DMS application must be 99.9%
59. Selected bidder must track and maintain the amount received from other banks with proper details and knock off the entries immediately. If the required details are not provided by other bank, bidder must track the same and communicate with other bank and ensure settlement/adjustment of the transaction using the application.
60. The Dispute Management System should have all the checks and balances, including document upload facility as per the requirements of Bank, NPCI.
61. Selected bidder must provide single dash board for all networks on reconciliation status/summary to bank using application software with drill down facility at transaction level.
62. The selected bidder should provide Read Only access facility to their Database Server for generating ad-hoc reports / data directly at Bank's end.

**f. Hardware, software and other infrastructure:**

Bank will provide required sitting space, physical and IT/Network infrastructure and telephone facility as per the sizing requirement in view of the transaction volume of the bank. Bank will be conducting VAPT (Vulnerability Assessment and Penetration Testing) and /or IS Audit of the solution on regular interval. Bidder has to close the observations made by Auditors for the proposed solution which include application, Operating System (OS), Database etc. without any cost to the Bank. The solution to

be provided should comply with Reserve Bank of India/IBA/Govt. of India, NPCI, RuPay and VISA/Master Card guidelines. The activities relating Settlement, Reconciliation & Dispute Management of Transactions of various Networks / Channels / Applications / Systems, Cash in ATMs / CASH RECYCLERS / Cash Deposit Kiosks & Other Payment Systems includes as under:

- The project is to be executed on an OPEX Model; where in the required application reconciliation software including hardware (Server, etc.) and the manpower for reconciliation services is to be supplied by the bidder and sized to meet the current and projected requirement.
- In case the software is not owned by the bidder, the bidder needs to have back to back arrangement with OEM/OSD for implementation, maintenance and customization of the Transaction Reconciliation Software without any cost to the Bank. The bidder also needs to provide letter from OEM / OSD confirming that the software implementation, maintenance; necessary customization will be carried out specifically for the Bank for the entire contract period. The copy of the ATS (Annual Technical Support) agreement between the bidder and the OEM should also be given to the Bank. **The ATS agreement must be valid for the entire contract period.**
- Any other third party tools/applications required to run the application will also have to be provided by the bidder.
- The bidder shall upgrade the software application from time to time in order to ensure the Service Levels are to be met.
- The bidder shall deploy adequate number, subject to the minimum activities as specified in section 1.1 under Part – IV of skilled & experienced manpower to carry out reconciliation of transactions (at DC & DR) as per scope of the work considering fallback / disaster arrangements and additional resources must be provided after getting increased volume of transactions if at least by 10%.
- The sitting space for carrying out the operations & other basic infrastructure like telephone line, PC's shall be provided by Bank at any of the Banks premise in Kolkata / Bengaluru or from any other location decided by the Bank from time to time.
- The bidder has to ensure security and confidentiality of the data or information obtained from the Bank.
- The bidder should provide all interfaces with their reconciliation hardware / software to collect data from CBS, ATM Switch, DCMS, Web services, other packages provided by the networks, Dispute Tracker of the bidder and any other systems. After interfacing, the hardware / software should be able to provide proper MIS report as discussed in Annexure – F.
- The turnaround time for reconciliation of any transaction shall be done on cycle basis and maximum up to T+1 day through their proposed hardware / software setup. The bidder will be required to follow-up with branches, Banks, switch, vendor, Service Provider and NPCI / RuPay / VISA / MasterCard for obtaining data files / settlement files / CBR / EJ / JP / CCTV / DVR Footage or any other information required for reconciliation of ATMs, all other transactions as specified

by bank, claim settlement and Network Reconciliation of Transaction. All these files should be communicated and preserved under Dispute Management Portal / system only. The bidder will be required to handle queries from branches on the reconciled and pending entries etc.

- The data received by the bidder shall be used for the sole purpose of reconciliation and same shall be in the custody of the Bank.
- It will be binding upon the bidder to install the solution and integrate it with related systems. In case of problem, the same has to be settled by the bidder with the concerned vendors.
- As per requirement of the Bank, the proposed hardware / software of the bidder should also have to handle the reconciliation of other payment systems like Mobile Banking, Credit Card, IMPS (immediate Payment Service), Mobile Wallet, Card-less Payment, Pre-Paid Card, e-Banking, Aggregators and other Payment Gateways, Mobile / DTH recharge, Online Payment Gateway, Micro ATM transactions or any other transactions as required by bank from time to time, enhancement and new services from time to time during the contract period etc. with the same per transaction cost.
- The selected bidder has to reconcile the transactions done through any channel using their software / application, with General Ledger (GL) Heads of Core Banking.
- The bidder must have the provision to customize the solution if required during the tenure of the contract for any type of file format from any source required for reconciliation. Bank will not pay any additional cost to the selected bidder/vendor for such customization other than the reconciliation charge per transaction as quoted in the bid.
- The successful Bidder has to impart necessary basic training to the employees of the bank to handle the system in case of need.
- The successful Bidder has to provide the necessary resources available to manage the application/DB/Server/OS as per policy of the Bank.
- Selected bidder has to attend the call from branches on the dedicated phone number and e-mail from the branches and customers on e-mail given by the Bank and act promptly on time bound manner. Call recording facility may be provided to record number of calls attended/unattended in their system.
- Bank will share the CBS host files, switch files and files from all other applications/systems running in the bank in the existing format. The selected bidder has to ensure to read and process such files. Any customization required to upload and process these files has to be done by the selected bidder without any additional cost to the bank.
- Successful Bidder should take back up of all the activities **including input files** on Daily Basis. Bank may ask the required data any time and Bidder should be ready to provide the same.
- Successful Bidder should be able to store all data along with all legacy data and migrated data into the system up to the contract period which may be extendable for another two years (i.e. 4<sup>th</sup> year & 5<sup>th</sup> year).

- Bidder should be able to restore back up data as and when required by Bank within 24 hours of Requirement failing which Bank may impose penalty.
- Bank would be conducting UAT (User acceptance testing) of the solution to ensure all the functionality. Bidder should be ready to share the details of all the test cases in detail.
- Bidder should take sign-off from Bank before going live of product and customization.
- If Bank is not satisfied with the product in UAT bidder should be ready to change and customize the solution without any additional cost to Bank.
- Bank will not customize structure of any files of any system/application. The successful bidder has to process bank files and all other files from any Network (VISA, Master, RuPay or any other), Switches, any Payment Regulators or intermediaries like NPCI, RBI etc. in its present format or changed from time to time (in future) without any additional cost to the bank.
- Software provided by the Bidder should be capable of customization for any enhancement without any additional cost to Bank.
- Bidder should be able to develop system for new products within 30 days of requirement/intimation.

#### **g. Resources for Support Centers and Man Power details**

The bidder has to submit supporting center's details i.e. escalation matrix as per the format mentioned in Annexure – S and the man – power details on shift basis as per the format mentioned in Annexure – T.

### **Detailed Scope Of Work**

**The Scope of Work shall include the following and the bidder/s is/are requested to provide their compliance in terms of either Yes – Fully Available / Yes – Partially Available / No – Not Available for each of the below-mentioned points. In case of partially available & not available, the selected bidder should confirm their ability to make them available into the system.**

This Annexure contains various activities which the successful bidder will perform; along with the details under clause 1 & clause 2 of Part – IV, of this RFP document, upon selection. The activities and responsibilities given under clause and this Annexure are however not exhaustive and other related activities not mentioned under these clauses will also have to be performed by the successful bidder.

Bank is having approximately monthly average transactions as follows but Bank will not guarantee on these volume of transactions. This is an indicative volume of transactions:

Sl. No.	Items	Monthly Average Transactions (Transactions in Thousands)
1	NFS ONUS + REMOTE ONUS (Financial)	6000
2	VISA ONUS + REMOTE ONUS (Financial)	300
3	Discover Financial Services (DFS), Japan Credit Bureau (JCB), Dinners club International & ATM RuPay International Transaction etc	5
4	PoS/E-Commerce	5000
5	Payment Gateway / Aggregator (Bill-desk and other Online Payment Gateway)	250
6	Acquirer ATM / Card-to-Card	1800
7	Prepaid Cards	1
8	IMPS	6000
9	UPI	36000
10	Bharat Bill Payment System (BBPS)	100
11	Mobile Banking	300
12	E-Banking	600
13	Co-Brand Credit Card	3
14	BHIM Aadhaar	50
15	AEPS, Micro ATM	1800
16	Cash Deposit Kiosk (Inter-operable cash deposit)	Yet to start
17	UCO Pay+ wallet	90
18	GST Collection / Payment Services	25
20	Bharat QR issuer	1
21	Card-less Payment	1
22	<b>Total Transactions</b>	<b>58326 K (19.44 Lakhs per day)</b>

**Note:** Bank will not guarantee any minimum volume of transactions. Channels may be increased as and when required.

#### 16. Reconciliation Method:

Bidder should Process all the raw files received from different sources through automated system and generate system based settlement & reconciliation reports of all networks and applications, payment systems like NFS, Cash Recyclers, VISA / Master Card, RuPay, Mobile Banking, m-Wallet (UCO PAY), Prepaid Cards, IMPS, UPI (Unified payment Interface), DFS (Discover Financial services), JCB (Japan Credit Bureau), Dinners Club International, Pulse for POS & ATM RuPay International Transaction, Cash Deposit Kiosks, ATM Cash, AePS (Aadhaar Enable payment system), Aadhaar Pay, BBPS (Bharat Bill Payment System), Bharat QR, Acquirer POS, Payment Gateway and any other network/aggregator/application introduced in

future. Reconciliation of Onus and Acquirer transactions should be done in four-way. Reconciliation of all other transactions should be in either four-way or three-way or two-way as applicable. All vouchers should be automated through the system and all financial transaction related records, made under CBS environment, should be kept in the Reconciliation software module along with their corresponding voucher details. **Daily reconciliation report should also be system generated and different types of reports as discussed below should be available in the system which should be viewable for the users and can be downloaded in either pdf / excel format.**

The software should be efficient enough to handle huge volumes of transactions which can complete the reconciliation process within time bound schedule as per established rules and mandates of various interchange networks with which the bank has various ADC sharing arrangements, with tracking capabilities of each event for each transaction to avoid duplication of the same activity at any level up to the closure of the transaction.

#### **1.14 Debit Cards/ATM & PoS Transactions**

- u) The Successful bidder will upload data files from Bank's Central Server / ATM Switch/EJ Data/Transaction Log Files (TLF)/Data Files as received from ATM sharing Networks like NFS/VISA/MASTER/RUPAY etc. in the Reconciliation system server and carry out the process of reconciliation of all entries by generating reports of matched, unmatched, failed, reversal, partial reversal, suspect transactions, manual entries, ATM wise etc.
- v) Reconciliation of ATM transactions such as Onus, Acquirer and Issuer transactions with tie-up Banks/Networks like Master Card / VISA / NFS / RuPay / Payment Gateway / direct tax payment through debit card etc. on daily basis based on files from tie-up networks, Host, Switch and EJ/JP Log/Admin Data from Switch.
- w) Check should be available to stop double time processing of the same file. In case, if the reversal transactions are detected, then those charges are also to be reversed through the reconciliation process / method along with the charges.
- x) System should have flexibility to accept all types of file formats provided by Master / VISA / NFS / RuPay/tie-up networks.
- y) The reconciliation information as decided by the Bank needs to be shown in the message box at the time of data consolidation and report for the same need to be generated.
- z) Deriving overall sum amount of transaction, respective fees & income along with their corresponding GST of Issuer and Acquirer wise ATM withdrawal / POS / e-Commerce/others transactions and its total transactions count.
- aa) Transaction integrity check between transaction authorized and transaction settled specifically with different amount cleared against amount authorized.
- bb) All outstanding entries to be adjusted as per Bank's/ NPCI / VISA / Master Guidelines.

- cc) Reconciliation for inter account transfer of funds through ATMs.
- dd) Reconciliation of all card-less transactions in ATMs.
- ee) Quantifying the funds to be provided to sharing Banks and facilitating transfer of such funds to them.
- ff) Reconciliation of our Bank's settlement accounts with the settlement accounts maintained with different Banks for different ATM sharing Arrangement / Interchanges like NPCI, MasterCard, VISA etc.
- gg) End to end dispute resolution as per NPCI / VISA / MASTER / RBI Guidelines.
- hh) Raising all chargeback's for resolution of disputes, raising & settling debit / credit adjustments cases as per Rules and Mandates of different ATM sharing arrangements like NPCI/VISA/Master.
- ii) Making 1<sup>st</sup> presentments, 2<sup>nd</sup> presentments etc. making, receiving and presenting pre-arbitration, arbitration, settlement cases as per rules and mandates of different ATM sharing arrangements like NPCI/VISA/Master.
- jj) Process electronic journal pulled from ATMs as integral components of reconciliation.
- kk) GL balancing and reconciliation should be completely system driven not manual.
- ll) All files uploading for reconciliation system to be automated without manual intervention.
- mm) Successful bidder responsible for follow-up with vendors / branches like EJ, JP, images (NVR, DVR, CCTV, others), cash reports for handling disputes.
- nn) RuPay International Card is being issued for the purpose of ATM Cash Withdrawal, PoS & e-Commerce transactions in different currencies other than INR. Presently any of the number of foreign currencies under DFS can be pre-loaded into the card. Reconciliation for the International Card Transaction needs to be carried out accordingly.

**1.1.2 Generation of Reports and vouchers on daily, monthly, quarterly and yearly basis:**

- Extraction level reports for all Issuer, acquirer and Onus transactions
- Generation of Un reconciled entries Age wise and Amount Wise
- Generation of reconciled entries reports.
- Generation of LORO entries
- Generation of In Network not in CBS(Host) report and for Issuer and Acquirer both
- Generation of In CBS(Host) not in Network report for Issuer and acquirer both
- Generation of In Switch not in CBS (Host) and In CBS (Host) not in Switch report
- Issuer Acquirer and Onus transactions and preparation of reconciliation Vouchers for the same
- Generation of Reports and Vouchers for Reversal transactions
- Generation of Fraud monitoring Reports.
- Generation of reports for High transaction value and Number

- Generation of Transaction Reports Threshold decided by Bank More than Rs.25,000/-
- Generation of Reports customer raising disputes more than once in a year.
- Generation of reports of customer raising Frequent chargeback (Thrice in a month)
- Generation of Potential chargeback reports and vouchers
- Generation of Credit adjustment reports and vouchers.
- Generation of Debit adjustment reports and vouchers.
- Generation of Pre-arbitration Report and vouchers.
- Generation of Arbitration Report and vouchers.
- Generation of Merchants payment file
- Generation of all the dispute files for VISA Base2, Master card file and NPCI files
- Generation of file for Fee collection and other records
- Generation of TTUM files for all the ONUS disputes received.
- System should have capability to Generate TTUM files **up-loadable** in bank CBS.
- Providing customized reports as per banks requirement.
- System should generate exception reports like: 1 switch outstanding, CBS outstanding, Tie-up Bank Outstanding, VISA / Master / NFS Outstanding. Utility wise outstanding etc. for bill payments and other add-on facilities through ATMs.
- To check the correctness of the data provided by NPCI regarding the fee structure under the expense head & the corresponding income, it should be reconciled with the derived / calculated amount of fees & income from the reconciled records pertaining to the number of transactions & the transactions amount. The reconciled data should totally tally with the NPCI record, in order to achieve the correctness of the data.
- The generation of report after comparing the incoming settlement summary of VISA / RuPay / NFS / NPCI / other banks / Payment Gateway with the manually calculated charges / fees / penalty like interchange fee / switching fee / approved fee / settlement charges / PSP fee, etc.

### **1.15 Fee & Charge Management System Calculation:**

#### **On Daily, monthly, quarterly and yearly basis:**

- Computation of Fee for issuer transaction from Network Provider.
- Computation of Fee for Acquirer transaction from Network Provider.
- Computation of Fee payable to Other Bank.
- Computation of Fee receivable from other Bank.
- Computation of Fee for Non-financial transaction such as Mini statement, balance Inquiry, Pin change, etc.
- Generation of GST related Reports and its related commission
- Generation of Interchange Fee reports.
- Generation of Switching fee / any other fees collected by or paid by NPCI reports.

- Generation of Reports for VISA, Master card and Discover for various charges and fee levied by them.
- Generation of reports for fees levied by all Network provider such as NFS, RuPay, JCB and UPI.
- Generation of Reports and TTUM to Credit branches for transaction done on their ATMs.
- Generation of all other fee reports required by Bank for Top Management and audit Purpose
- Generation of income and expenditure report weekly, monthly, quarterly and yearly Preparation of closing related reports.
- Successful bidder to provide complete system to calculate various types of fee s and charges at various levels of transactions charged by other banks / NPCI / VISA / MASTER / RuPay to reconcile the same with the invoices sent by them.
- Successful bidder to provide Parameter driven system to generate appropriate fee codes for every outgoing / incoming / dispute transactions according to the RBI / NPCI / NFS / VISA / MasterCard / RuPay specifications.
- It should aids in analysis of Fees at the transaction level, Card Type Level, Network Level, Device Type Level.
- System should be capable of uploading of invoices raised by NPCI / MASTER / VISA / NFS / RuPay fee charged apart from incoming and outgoing files.
- The system should give code wise fee charged and income generated.
- It should highlight the reasons for deviation and impact on the fees.
- System should be able to calculate the following types of charges / fees / penalty like interchange fees / switching fees / Approved fee / settlement charges / PSP fee, at transactional level only which should be compared / reconciled with the incoming settlement summary of VISA / MasterCard / RuPay / NFS / NPCI / other banks / Payment gateway.
- System should provide a clear view of the inflow & outflow of interchange fees for each and every network / channel.
- System should aid in optimum payment of interchange fees.
- System should capable of Card wise / network wise / channel wise analysis i.e. which cards / channels attract higher interchange fee and also provide a business study on the same.
- System should enable calculation of difference between the expected fee and settlement fee at the summary level.
- System should be capable to compute the fees/charges of non-financial transactions payable to and receivable from other banks / VISA / MASTER / RuPay / NFS / NPCI along with comparative analysis.
- System should provide inputs for calculating merchant profitability.
- System should provide BIN wise Interchange Fee report and MCC wise Interchange Fee report.
- The system should generate reports to analyze billing processed through the MasterCard.

### **1.16 Merchant Enrolment, Merchant Management, Merchant payment and Reconciliation:**

- Bidder has to ensure that Payment to Merchant is done on T+1 Day without any delay. Settlement of Accounts is to be done by Bidder's team in coordination with Bank's team.
- Any incentive scheme from MEITY / GOI on such payment is to be credited to Merchant A/C based on value of Transaction. **Recon Team has to keep a track of this Incentive amount for each Merchant daily.**
- ACQUIRER, ISSUER Transactions (OFFUS) Total count and amount are to be tallied with **NPCI Settlement File next day (T+1).**
- For any Difference (ISSUER) with settlement file, account statement has to be tallied for each transaction one by one.
- The successful ONUS/ACQUIRER/ISSUER must be available in REPORT "**Successful Matched Transactions**" after Reconciliation. The Total Amount will match with the Respective POOL Accounts. Entries must be there with Transaction amount along and Account number of Merchant, to whom payment is to be done.
- The Unsuccessful Transactions must be available in REPORT "**UnSuccessful txns**" after Reconciliation. The Total Amount will match with the Respective POOL Accounts. Entries must be there with Transaction amount along with Account number of customer, to whom payment is to be reversed.
- Tallying of the **Successful entries for ONUS, ACQUIRER and ISSUER** with respective POOL accounts. If any difference is there then entries must be missing in "Successful Matched Transactions". Generate Account Statement of the respective type (Onus/Acquirer/Issuer) and then find out the difference by matching the entries with Successful Matched File. **Check for the RRN of the transaction type and then find out its response code in AEPS RAW file.** Based on that reverse the funds to Customers or credit the same to Merchant. **After Reversal, Proper Log to be maintained for Future references.**
- For a ACQUIRER / ONUS Transaction, If a Reversal has happened, at times it may happen that even though the transaction is reversed still the response for that transaction is SUCCESS. In that case the funds will be credited to UCO Bank as per Settlement File for ACQUIRER Transactions. In this case **CHARGEBACK** has to be raised from that ISSUING Bank and based on that money has to be returned to that Bank.
- Based on the "Successful Matched" and "Unsuccessful Match" files, Prepare the final File by making entries of Account Number and its Amount to be paid to Merchants.

### **1.17 Prepaid Card**

Reconciliation of prepaid card transactions as per extant guidelines of Bank/ RBI/NPCI/Statutory regulators.

## **1.18 Reconciliation of Payment Gateway with or without Aggregators Transactions**

The reconciliation system should be able to perform the following broad Functions:

1. The system should be capable of reconciliation based on Aggregator Data, CBS Data, switch Data.
2. Reports of Reconciled and un-reconciled to be provided.
3. System must match all approved & decline transactions, reconcile all entries and provide exceptions.
4. Recon sheet to be provided should contain total number of transaction, transaction with unknown status, transaction that is failed, and timeout along with response codes.
5. The system should have capability to auto upload data without manual intervention.
6. The system should generate Bulk Upload files for unmatched / Refund transactions for debit or credit Customer's Account.
7. The turnaround time for reconciliation of any transaction shall be T + 1 day or as required by bank.
8. System should provide online portal for all the matched, unmatched transaction. The portal should take RRN (reference number) as input and provide output transaction details as decided by bank.
9. Reconciliation of GL Accounts for aggregator wise and provide system generated balancing reports of GLs.
10. Customized MIS to be provided as per Bank's requirement along with the necessary reports which should be readily available in the system.

## **1.19 Payable Account reconciliation**

- Reconciliation of all the Payable account for the entire network i.e. NFS payable, VISA payable, RuPay payable etc.
- Age wise breakup with amount of entries pending in payable a/c
- Alert reports for entries pending more than 2 days.
- Accounting for all type of disputes in CBS
- Generation of Summary sheet of payable account
- Reconciliation of all the chargeback GL
- Age wise breakup of entries pending in Chargeback GL
- Age wise breakup entries to be debited in all the payable.
- Settlement entries pending in payable account.
- Generate daily tally sheet.
- Excess settlement posted in payable account
- All the issuer transactions should be reconciled three way and action should be taken for all the un-reconciled transactions.
- Generation of Visa Money Transfer files.

- Handling of card to card and E cash transaction reconciliation and Dispute Management.
- Generation of Exchange fluctuation file and their settlement and reconciliation
- Shadow Balance maintenance in Data base which should always tally with Bank CBS balance.
- All the necessary actions & reports as mentioned above should be available in the reconciliation system as stated earlier.

### 1.20 Receivable account reconciliation

- Reconciliation of all the Receivable account for the entire network i.e. NFS receivable, VISA receivable, RuPay receivable, etc.
- Age wise breakup of entries pending in Receivable
- Alert reports for entry pending More than 2 days.
- Accounting for all type of disputes in CBS
- Generation of Summary sheet of Receivable account
- Reconciliation of all the Receivable chargeback GL
- Age wise breakup of entries pending in Chargeback GL
- Age-wise breakup entries to be debited in All the Receivable.
- Settlement entries pending in Receivable account.
- Excess settlement posted in Receivable account
- Shadow Balance maintenance in Data base which should always tally with Bank CBS balance.
- Generate daily tally sheet.
- All the necessary actions & reports as mentioned above should be available in the reconciliation system as stated earlier.

### 1.21 Suspense reconciliation

- Generation of tallied report and difference statement for Zeroing entry in CBS
- Accounting of suspense debtors, Cash in ATM and Network
- Checking of ATM withdrawal, reversal, Bank advices posted in CBS
- Generation of files to upload in CBS for debiting and crediting the customer account as well as Vendor account and ATM account
- Generation of Switch outstanding, Branch outstanding, Network outstanding
- Force reconciliation by relaxing some parameters
- Inbuilt reconciliation rule table to reconcile all the transaction.
- Update and reconcile third party i.e. NFS, VISA, MasterCard, RuPay and all the Network entries
- Generation of Vendor wise sheet to recover the amount from vendor Age wise break up of all Suspense entries
- Shadow balance maintenance in system which should always match with CBS Balance.

- All the necessary actions & reports as mentioned above should be available in the reconciliation system as stated earlier.

## **1.22 “Cash In ATM” Reconciliation**

- Interface for uploading Cash Balance Report (CBR) received from the branches/outsourced vendors.
- Software should be able to store/retrieve Cash Balance Report along with Switch,
- CBS and EJ data and reconcile the same with the Bank records.
- The system should be capable to decrypt the error codes of the EJ of various ATM providers.
- System based computation of ATM cash dispense and CASH RECYCLER cash deposit/dispense between ATM EODs
- Automated Cash forecasting for ATM and cash Recyclers
- Maintain ATM wise account in the system
- Record all the transaction taken place in ATM
- Record all the Manual debit and credit taken place in ATM
- Verification of Overage and shortage at the time of Load unload
- ATM wise and age wise segregation of load and unload for Nodal branches
- Maintenance and Generation for Cash Balance Report, C3R
- Cross verification of actual cash loaded and Logical cash loaded
- Reconciliation of cash management services and agencies
- Exception report generation for differences
- Interface to upload file to branches
- Record for excess and shortage and TTUM generation for the same.
- Generation and maintenance of Shadow balance in system which should always match with CBS
- Breakup of sundry account who is maintaining excess cash balance
- Breakup of suspense account maintain shortage
- The system should be capable to generate all the un-reconciled entries of ATM and to reconcile the same.
- System should generate report like CBS outstanding, Switch outstanding, Tie up outstanding
- System should have capability to generate ATM reconciliation report automatically.
- System should have capability to recognize all the transaction posted in GL and take it to GL reconciliation automatically.
- System to upload CBS and C3R report in system to perform GL reconciliation
- System should have intelligence to compute EOD balance on the basis of EJ, CBS and Switch.
- Contacting branches where ATM is tallied by branch for dispute Management.
- System should have capability to handle Acquirer and Onus claim lodge for particular ATM

### **1.23 Micro ATM transaction reconciliation Processes – Aadhaar Enabled Payment System (AEPS) (A Settlement Agency of NPCI)**

- Micro ATM transaction reconciliation (Issuing & Acquiring)
- Micro ATM GL reconciliation
- Micro ATM Chargeback Management.
- Dispute and Claim Management and reconciliation of chargeback. Coordinating with BCs & service providers for resolving customer / other Bank claims and recon mismatches.
- AEPS transactions including BHIM Aadhaar Pay to be reconciled by following 4 way method for Acquirer Transactions and 3 way method for Issuer transactions based on files received from the CBS, AEPS / BHIM Aadhaar Pay switch and NPCI on T+1 basis. Settlement & Dispute Management of transactions to be handled as per NPCI prescribed procedure. System should be capable of handling all new requirement of Bank/NPCI/RBI for this activity.
- Generating output files for successful txn, failed txn, time lag txn, exceptional txn and preparing vouchers as necessary.
- Updating Reports in NPCI portal as per requirement.
- Handling customer disputes by raising credit adjustment/Debit Adjustment, chargeback & Re-presentments through NPCI Dispute Management System within TAT.
- Voucher work of Daily settlement Reports of NPCI.
- Bank charges and Commission voucher preparation as per NPCI report.
- Reconciliation RBI settlement account & BGL accounts i.e. Payable & Receivables based on output files and daily vouchers.
- GST related activities.
- Co-ordination and correspondence with NPCI as per requirement
- MIS maintenance and Report Generation as per bank requirement.
- Audit and statutory compliance report generation as per requirement.
- Any other related activity.

### **1.24 Activity: Immediate Payment Services (IMPS) : Settlement Agency : NPCI Process**

- IMPS transactions to be reconciled by following 3 way reconciliation based on CBS File, Switch file and NPCI file on T+1 basis. Settlement & Dispute Management of transactions to be handled as per NPCI prescribed procedure. System should be capable of handling all new requirement of Bank/NPCI/RBI for this activity.
- Generating output files for successful txn, failed txn, time lag txn, exceptional txn and preparing vouchers as necessary.
- Raising TCC (Transaction Credit confirmation) and RET (Returns) in NPCI RGCS portal for timeout and inward fail txn and any other such requirement within TAT.

- Handling customer disputes by raising credit adjustment/Debit Adjustment, chargeback & Re-presentments through NPCI Dispute Management System (DMS) portal i.e. RGCS portal within TAT.
- Voucher work of Daily settlement Reports of NPCI.
- Daily NPCI Voucher Posting after matching the settlement amount with reconciliation files.
- Bank charges and Commission voucher preparation as per NPCI report and reconcile the same after calculating on the charges and commission from the settlement amount and transaction amount.
- Reconciliation RBI settlement account & BGL accounts i.e. Payable & Receivables based on output files and daily vouchers.
- GST related activities.
- Co-ordination and correspondence with NPCI as per requirement
- MIS maintenance and Report Generation as per bank requirement.
- Audit and statutory compliance report generation as per requirement.
- Resolving IMPS DMS complaint generated through branches.
- Any other related activity.

#### **1.25 Activity: Unified Payments Interface (UPI) : Settlement Agency NPCI Process**

- UPI transactions to be reconciled by following 3 way reconciliation based on CBS File, Switch file and NPCI file on T+1 basis. Settlement & Dispute Management of transactions to be handled as per NPCI prescribed procedure. System should be capable of handling all new requirement of Bank/NPCI/RBI for this activity.
- Generating output files for successful txn, failed txn, time lag txn, exceptional transactions and preparing vouchers as necessary.
- Raising TCC (Transaction Credit Confirmation), RET(Returns) DRC (Debit Reversal Confirmation)
- RRC (Return Reversal Confirmation) and Returns in NPCI RGCS portal for timeout and inward fail txn within TAT. Any other such requirement to be complied.
- Handling customer disputes by raising credit adjustment/Debit Adjustment, charge back & Representments through NPCI Dispute Management System portal i.e. RGCS portal within TAT.
- Voucher work of Daily settlement Reports of NPCI. Reconciliation
- Daily NPCI Voucher Posting after matching the settlement amount with reconciliation files.
- Bank charges and Commission voucher preparation as per NPCI report and reconcile the same after calculating on the charges and commission from the settlement amount and transaction amount.
- RBI settlement account & BGL accounts i.e. Payable & Receivables based on output files and daily vouchers.
- GST related activities.
- Co-ordination and correspondence with NPCI as per requirement

- MIS maintenance and Report Generation as per bank requirement.
- Resolving IMPS DMS complaint generated through branches.
- Audit and statutory compliance report generation as per requirement
- Any other related activity.

### 1.26 Bharat Bill Payment System (BBPS). Settlement Agency NPCI

NPCI raw XML File extraction from NPCI Canvas portal, Transactions from Bank BBPS Switch file and Concerned Channel (M-Banking/e-Banking, UPI, UCOPAY+)/ Payment Gateway file for doing 3-way reconciliation in order to generate reports for successful and exceptional transactions. Sharing Successful transaction list with concerned aggregator as per laid down procedure , preparation of reversal vouchers for failed txn, and refund voucher received from aggregator and settlement voucher on T+1 basis. BGL (Pool account) tally on daily basis.

- Preparation of daily settlement vouchers.
- Bank charges and Commission voucher preparation as per NPCI report.
- Customer Dispute Management
- Reconciliation of pool a/c& RBI settlement account. on daily basis.
- GST related activities.
- Co-ordination and correspondence with NPCI/ Aggregator as per requirement
- MIS maintenance and Report Generation as per bank requirement.

Audit and statutory compliance report generation as per requirement

## 17. Dispute Management

- All types of dispute management request should be system driven only. No manual intervention is allowed.
- Provide a single portal to the branches to register disputes about each and every type of transactions.
- The portal should have the facility to lodge multiple chargeback claims under single claim id against a single customer for all transactions initiated in a particular day. The same facility is available under NPCI portal for bank.
- The portal should have the facility to lodge claim for any types of arbitration and Ombudsman cases along with the details of fees (finacle transaction id and date) deposited by customer.
- The selected bidder should provide the facility under same portal, directly to the customer, through link shortening service, to lodge complaint into the portal without visiting the branch regarding any disputed transactions under multiple chargeback claims having single claim id similar to NPCI portal and same should be displayed at branch level also. **The selected bidder should provide an interface to integrate the disputes received directly from customers through SMS or mobile app or through Bank's portal.**
- Provide facility to customer care centre to lodge complaint in the same portal.

- The portal should be able to capture / upload / download / store the necessary proof of documents, videos, images etc. for any type of future correspondences and for audit purpose. System should also be capable to prompt the user about the requirement of remaining necessary proof of documents, if missed out during upload.
- Once any proof of documents uploaded and reported to the respective authority, then portal / system should not allow to remove those documents to maintain proper audit log.
- The portal should be able to keep legacy data or the earlier records against which a branch can raise the disputes.
- The selected bidder should migrate all old disputes into their dispute management system / portal along with all necessary proof of documents, images, videos, etc. which are currently available with existing vendor.
- Each and every updates of the disputes should be captured / stored on daily basis which shall be viewable for each user.
- Every disputes should be displayed with all related information like TAT period, Expected date of solution, reason for delay, if any, rejection reason, etc. to minimize the repeated enquiry.
- All the necessary CBS related information should be stored against those disputed transactions.
- The necessary user details for each and every change should be captured along with the date and time.
- The disputed transactions should be registered in the portal until and unless the data were reconciled.
- The disputed or the chargeback claim of each and every type of transactions should be available in the same portal based on the data available after reconciliation.
- This portal should be able to send stage-wise follow-up e-mails directly to the concerned branches on daily basis.
- Once the claim lodged into the portal, SMS should be sent to the concerned branch officials as well as to the customer along with the requisite information. The latest updated status and alerts should also be sent to them.
- Validation and proper message should be available in the system to restrict the user from lodging duplicate claim against any transaction.
- In case if user forgot the password then password resetting option should be available in the system under secured mode.
- Each and every necessary document and up-to-date information should be available in the portal along with the video graphic demonstration which can easily train the user that how to use the portal.
- Any changes in the portal should have proper audit log.

#### **On Daily, monthly, quarterly and yearly basis**

- Generation of Chargeback file for all the networks.
- Generation of Re-presentment file for all the network

- Generation for Pre arbitration file for all the Network
- Generation of Pre arbitration Rejection file for all the network
- Generation of compliance Reports for all the network
- Compliance of Retrieval request and chargeback procedure **as per NPCI/RBI/Statutory regulatory authority guidelines.**
- Chargeback letter and exhibit form to be generated.
- File for 2nd presentment
- Details and register for cardholder documents received in 2nd Presentment.
- Management of customer dispute letter and forms.
- Multiple dispute chargeback letters.
- Good faith request acceptance and forwarding our request too.
- Generation of credit adjustment and Debit adjustment reports
- Management of all the other Kind of disputes and Requirement received from Network providers and card schemes.
- Reports for duplicate entry for single claim
- Validation of transaction from database
- Location details, ATM ID/merchant id, CCTV footage and bank name asked by branches
- Tracking of Dispensed amount and claimed amount, customer wise and branch wise
- Dispute management of Tie up and Third Party
- Unique reference number to all the transaction and dispute.
- Handling of All the Banking Ombudsman cases, Consumer forum cases and RTI queries
- Handling of all the claims received from higher Management and register should be there in system.
- MIS for all the disputes weekly, monthly ,Quarterly and yearly
- Collection of charge slip from Merchants for chargeback ,Retrieval request and other Dispute Received
- Age wise break up for all pending payments for merchant
- Transaction credit confirmation for IMPS and UPI transaction.
- System should have capability to store and Retrieve all the documents received from different network and branches
- System should have capability to store and retrieve all the dispute as and when required by Bank.
- System should have capability to flag all the entries which were earlier un reconciled and now reconciled.
- System should have capability to handle all type of Disputes of NFS, VISA, MasterCard, RuPay and all the other network for which Bidder is performing settlement and Reconciliation for Bank.
- Bidder should have different Dispute Management system to keep History of all the Disputes and Management of Dispute.
- Bidder should have capability to manage all the Dispute arises for Payment gateway, Ecommerce transaction and ATM transaction.

## **18. Accounting and Third Party Reconciliation.**

- Follow standard accounting procedure and system to adapt new standards.
- Capable to modify and incorporate changes in new procedure and accounting standards
- Capable to changes and modify the accounting procedure according to NFS, VISA, MasterCard, RuPay and all other Network
- Reconciliation of all incoming and outgoing transaction with regards to NFS VISA, MasterCard, RuPay and all other network in accordance with Base II.
- Automated Vouching system for NFS, VISA, Master Card, RuPay and all the other network and products.
- Generation of inflated transaction such as Petrol, Railways, Tip and surcharge
- Generation of Files to debit and credit customer account
- Generation of Scheme incentive files to credit customer account
- Generation of foreign exchange fluctuation for foreign transactions
- Cross tallying of Bank settlement account with Forex branch advisement
- Tracking and report generation of Various fees and penalty levied by
- NFS, VISA, Master Card, RuPay and all other Network and products of DBD.
- Preparation of QOC, QMR and monthly reports for VISA, Master card and RuPay Respectively.

## **19. MIS Reports and Decision Making system**

- ATM performance report
- Daily, weekly, monthly and Quarterly reports for payable, suspense and sundry account age wise
- Card Base Report for ATM/Non ATM branches
- Card Base report as per card management system
- Monthly card base report Region wise branch wise
- Quarterly Operating certificates for VISA, Master card and RuPay
- Monthly RBI reports as required by Bank
- Monthly Insurance reports as required by Bank
- Monthly ATM deploying reports
- Generate Periodical reports as per requirement
- Age wise report for claim received, Claim settled and claim rejected.
- Exception report for Cash loading, EOD and ATM balancing
- Daily GL balancing reports for Issuer and acquirer, Issuer Chargeback and Acquirer Chargeback
- Daily, monthly, quarterly reports for Chargeback, Re-presentment, Credit adjustment.
- Foreign transaction report according to FEMA.
- Age wise reports according to bank Requirement
- Age wise daily reports of branches and Vendors who are not submitting EJ,CBR
- Monthly report of all the disputes received and resolved Network wise

- Age wise of all the ATM where reconciliation has not been done.
- Age wise pending Debit and Credit adjustment cases.
- All other reports bases on requirement of RBI, VISA, RUPAY and other Apex bodies
- Tip surcharge difference reports.

## **20. Fraud Monitoring Management based on related Reports**

- System should generate Fraud Monitoring reports bases on Daily transaction processing.
- System should be capable of Generate frequent Chargeback report
- System should be able to Generate High value transaction
- System should be able to track transactions from same card from different location.
- System should be able to generate transaction with different Pos Entry Mode.
- System should be able to generate alert for Issuer transaction if reported more than usual in numbers.
- Track high value foreign transaction without MECI5 code.
- Track details of customer performing more transaction at night specifically at switching time.
- Track more transactions from a single card number or Mobile number.
- Track all the transaction which has routed through Different account.
- Generate high number of transactions from same card on single ATM.
- Track all the ATM who is generating a particular error in EJ.
- System should have Capability to Filing necessary reports to Master Card and VISA.

## **21. Migration Support**

UCO Bank may not renew the contract after expiry of the same. Bank may decide to terminate the contract as per clause mentioned in RFP. In such case bidder has to provide complete migration support to incoming vendor without any additional cost to Bank. Bidder has to handover all the data to Bank or vendor decided by Bank. The selected bidder has to take over the reconciliation project from the existing vendor. The selected bidder has to take the responsibility to reconcile all the pending backlogs. Hence, all the legacy data needs to be migrated properly into the new system along with all other relevant records and documents either in the form of soft copies or hard copies. In such case if any disputes occurred in future or for any audit purpose, the selected bidder should keep and maintain all the up-to-date record. The software interface wherever required for CBS / SWITCH and other accounting systems will have to be provided by the successful bidder and the necessary testing should also be carried out before starting the reconciliation.

## **22. Compliance**

Bidder should comply with all the guidelines issued by RBI /NPCI/VISA/Master Card/RuPay/IBA/Govt. of India and any other regulatory authority. Bidder should follow PCI DSS guidelines and standard as per PCI DSS standards. As Security Operation Centre (SOC) is to be implemented shortly, the proposed solution should have the capability to communicate with the SOC setup by means of secured transfer of logs as per requirement and no extra charges should be paid to the Bidder for this. Reporting of incidents, MIS etc. to be ensured as per Bank's Policy / Government Guidelines with the stipulated time limits.

### **23. Adequate Manpower:**

- Bidder should deploy adequate skilled manpower, subject to minimum specified in Annexure – T.
- To perform/monitor all the reconciliation activities and should have back up of each resource.
- Resource should be able to perform all the activities mentioned in scope of work. There should always be two technical resources onsite working for Bank.
- There should always be two competent technical resources onsite working for Bank
- There should be one team leader onsite with whom Bank officials can communicate directly.
- The details (Name, Qualification, address of residence etc.) of Human resource to be provided to the Bank from time to time (in case resources changes or shifts) for security reason.
- Payment of resources should be as per Govt. of India's Minimum Wages act. Bank or any agency engaged by the bank may do the audit for the same.
- There should be an employee management policy mutually agreed by the Bank and selected bidder for the employees being appointed by the selected bidder.

### **24. Turn Around Time (TAT)**

The Bidder will maintain a Turn-around Time (TAT) as defined by the regulator. Bank shall provide the necessary data.

### **25. Reconciliation (On T/T+1 basis- as defined by the regulator)**

- Reconciliation of ATM transaction and transactions of all other channels/applications/system
- Network (Tie up reconciliation)
- EJ reconciliation
- Payable reconciliation
- Receivable reconciliation
- Suspense reconciliation
- Settlement reports
- Un-reconciled reports
- Fraud monitoring reports

- Outstanding entries

**26. Clearing, settlement and dispute management (Within Time Limit specified by each network provider)**

- Chargeback
- Re-presentment
- Credit adjustment
- Debit adjustment
- Pre arbitration
- Arbitration
- Retrieval request
- Fee collection
- Outgoing files
- Settlement
- Generation of all the outgoing files
- Compliance
- Refunds
- Tip and surcharge
- First Presentment
- Debit chargeback
- Good faith request
- DRC & TCC

**27. EJ (T+1)**

EJ monitoring and reconciliation

**28. Complaint Management (T)**

- Customer compliant, Branches, call center, NPCI ports and customer care
- Chargeback letter from branches and customer

**29. ATM/Recycler Cash Reconciliation (Cash Load and Cash Deposit) (T+1)**

- Replenishment claims checking with switch dispense and branch dispense with EJ
- CBR issued against Cash load
- Generation of reports for printing purpose
- Providing voucher and summary
- Dispatch CBR to various branches
- Providing vouchers and summary
- Vouchers and summary for Nodal branches

**30. Adjustments GLs funds (T+1)**

- Update record with branch GL entries
- Checking update of CBR
- Providing adjustment entries to nodal branches

- Providing entries to reconciliation team
- Daily adjustment report to higher management
- Reports for the region where maximum diversions are taking place
- Reports for the CRA who are involved in Maximum diversions
- Diversion adjustment entries

**The above mentioned methods of Reconciliation process are suggested for the better performance of the end-to-end Reconciliation solution. Besides, new suggestions in this regard will be appreciated from the selected bidder for betterment of the solution by minimizing the manual intervention.**

**We hereby agree to abide by all the terms and conditions mentioned herein above the Bank's RFP dated 23.11.2020 and subsequent pre-bid and amendments.**

**Place:**

**Signature of Bidder:** \_\_\_\_\_

**Date:**

**Name:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

**For M/s. ....**

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

## Annexure – G: Masked Commercial Format

Sl. No.	Item Description (1)	Paisa per transaction Basis Cost (2)	IGST (if applicable) (in %) (3)	CGST (if applicable) (in %) (4)	SGST/UGST (if applicable) (in %) (5)	Total Cost of Ownership excluding Taxes for 250 Crore transactions (in Rs.) (6)
1	End to End Reconciliation of all types of Financial & Non-Financial Transactions as per the scope mentioned in RFP for the entire contract period of 3 years (in figures)	XXX	XXX	XXX	XXX	XXX
	<b>Total Cost of Ownership for the 3 years contract period (in words)</b>	Rs.XXXX/-Only				

**Note:**

- a. We are agreeable to the payment schedule as per “Payment Terms” of the RFP.
- b. The "per transaction rate" quoted should be exclusive of all taxes.
- c. GST will be paid at actuals at the time resultant billing.
- d. The prices quoted above are for TCO (Total Cost of Ownership) calculation purposes only. Payment would be done on pro-rata basis per transaction.
- e. The rate arrived shall be valid for the entire contract period.
- f. No counter condition/assumption in response to commercial bid will be accepted. Bank reserves the right to reject such bid.
- g. In case of discrepancy between figures and words, the amount in words shall prevail.
- h. The calculation for arriving at TCO is properly mentioned in the appropriate columns and we also confirm that the above mentioned rates are accurate. In case of any anomalies in the calculation for arriving at TCO the Bank will have the right to correct the same and it will be binding upon our company.
- i. If the cost for any line item is indicated as zero or blank, then Bank may assume that the said item is provided to the Bank without any cost. All cost is quoted in INR only.
- j. If cost of any item is left blank then bank will follow the system of normalization, where it will insert the “highest of all bid” cost and will arrive at the TCO.
- k. Bank has discretion to keep any of the line item mentioned above as optional as per Bank’s requirement.

- l.** We have ensured that the price information filled in the commercial offer at appropriate column is without any typographical or arithmetic errors. All fields have been filled in correctly.
- m.** Lowest Cost will be determined on the Sl. No. 6, i.e. Grand Total for the entire contract period.
- n.** We have not added or modified any clauses / statements / recording s/ declarations in the commercial offer, which contains conditional and / or qualified or subjected to suggestions / any deviations in terms & conditions or any specifications.
- o.** We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
- p.** Please note that any commercial offer which is conditional and / or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & conditions or any specifications, if so such offer will be summarily rejected.

**We hereby agree to abide by all the terms and conditions mentioned herein above the Bank's RFP dated 23.11.2020 and subsequent pre-bid and amendments.**

**Place:**

**Signature of Bidder:** \_\_\_\_\_

**Date:**

**Name:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

## Annexure H: Commercial Format

Sl. No.	Item Description (1)	Paisa per transaction Basis Cost (2)	IGST (if applicable) (in %) (3)	CGST (if applicable) (in %) (4)	SGST/UGST (if applicable) (in %) (5)	Total Cost of Ownership including Taxes for 250 Crore transactions (in Rs.) (6)
1	End to End Reconciliation of all types of Financial & Non-Financial Transactions as per the scope mentioned in RFP for the entire contract period of 3 years (in figures)					
	<b>Total Project Cost of Ownership for the 3 years contract period (in words)</b>					

### **Note:**

- a. We are agreeable to the payment schedule as per "Payment Terms" of the RFP.
- b. The "per transaction rate" quoted should be exclusive of all taxes.
- c. GST will be paid at actuals at the time resultant billing.
- d. The prices quoted above are for TCO (Total Cost of Ownership) calculation purposes only. Payment would be done on pro-rata basis per transaction.
- e. The rate arrived shall be valid for the entire contract period.
- f. No counter condition/assumption in response to commercial bid will be accepted. Bank reserves the right to reject such bid.
- g. In case of discrepancy between figures and words, the amount in words shall prevail.
- h. The calculation for arriving at TCO is properly mentioned in the appropriate columns and we also confirm that the above mentioned rates are accurate. In case of any anomalies in the calculation for arriving at TCO the Bank will have the right to correct the same and it will be binding upon our company.
- i. If the cost for any line item is indicated as zero or blank, then Bank may assume that the said item is provided to the Bank without any cost. All cost is quoted in INR only.
- j. If cost of any item is left blank then bank will follow the system of normalization, where it will insert the "highest of all bid" cost and will arrive at the TCO.
- k. Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.

- l.** We have ensured that the price information filled in the commercial offer at appropriate column is without any typographical or arithmetic errors. All fields have been filled in correctly.
- m.** Lowest Cost (L1 Cost) will be determined on the Sl. No. 6, i.e. Grand Total for the entire contract period.
- n.** We have not added or modified any clauses / statements / recording s/ declarations in the commercial offer, which contains conditional and / or qualified or subjected to suggestions / any deviations in terms & conditions or any specifications.
- o.** We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
- p.** Please note that any commercial offer which is conditional and / or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & conditions or any specifications, if so such offer will be summarily rejected.

**We hereby agree to abide by all the terms and conditions mentioned herein above the Bank's RFP dated 23.11.2020 and subsequent pre-bid and amendments.**

**Place:**

**Signature of Bidder:** \_\_\_\_\_

**Date:**

**Name:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

## Annexure – I: Format Of Submission Of Technical Bid

(To be included in Technical Bid) The number of marks attributable against various parameters is indicated in column –Marks

Sl. No.	Description	Marks
1	General	20
2	ATM/Cash Recycler Transactions Reconciliation process	30
3	Cash in ATM Balancing	30
4	Third Party Reconciliation and Accounting-Issuer transactions (Domestic & International)	40
5	Monitoring Interchange and Switching Fees on daily basis	15
6	Chargeback Management	30
7	Dispute & Claim Management	45
8	Point of Sale (POS) Transactions / E-commerce Transactions (Domestic & International)	40
9	UPI/IMPS/BBPS/BHIM Aadhaar/AEPS transactions	90
10	MIS/Reports for all networks (Daily/Weekly/Monthly/Qtrly/Yearly)	60
11	Experience for reconciliation under OPEX Model	50
12	Total	450

Sl. No.	Description	Maximum Marks Marks Distribution	Bidder Response (A/C/N)*
1	General	20	
1.1	License based software for in house reconciliation of ATM/Cash Recycler transactions, 4-way reconciliation is to be done for ONUS and Acquirer transactions; 3-way reconciliation is to be done for Issuer - ATM and POS transactions.	1	
	Cash in ATM Balancing	1	
	Third Party Transactions Reconciliation	1	
	Chargeback Management, Dispute and Claim Management should be system driven.	1	
	Reconciliation of Point of Sale transactions on various financial networks	1	
	Preparation of settlement vouchers, generation of up loadable files and exception reporting must be system driven.	1	
1.2	The software should have the provision to provide extensive financial reporting and Management Reporting on daily/weekly/monthly/qtrly/yearly basis.	1	
1.3	The software should support existing financial network (Visa/MasterCard/RuPay/NFS/DFS/Bilateral Consortium Networks/ Visa Card to card transfer/VISA Fast Fund/ Visa Money Transfer/ RRBs tie ups under NFS/ Micro ATM transactions Reconciliation and addition of any other new tie ups that may happen in future etc.)	1	
1.4	The software should include Safety features like password to users at different levels to enter/modify various parameters at different	1	

	security levels should be available		
1.5	The software should provide for Perfect matching of entries and Forced Matching (ignoring specified parameters)	1	
1.6	Provision for matching of entries with any selected period (Day/Week/Month/Year etc.) either forward or backward and/or all periods should be available	1	
1.7	Audit trails at the application level based on user, events, access to records and files etc.	1	
1.8	Application user passwords should be internally encrypted.	1	
1.9	If a wrong password is entered a predefined number of times (configurable), typically three, the login-id should be automatically deactivated for a significant period of time.	1	
1.10	The software should force users to change their passwords after the expiry of a configurable period.	1	
1.11	The software should automatically disconnect a log-on session if no activity has occurred for a period of time (configurable) through GUI by admin.	1	
1.12	Modules meant for a particular level of authority should be available for operation to the user with that level of authority only. The software should allow giving module wise rights (add/delete/modify/view/print) for each user/user group.	1	
1.13	The software should be capable enough to integrate with ODR/UDIR system of NPCI.	3	
2	ATM/Cash Recycler Transactions Reconciliation process	30	
2.1	The software should be able to receive settlement files, chargeback claim file and raw data file and any other available required files from NPCI Net, NFS, DFS, Visa, Master, RuPay and other Bilateral Consortium Networks.	2	
	The system should have the provision for enhancements for including any other network which the Bank decides to join in future and also make the modifications / alterations if the same is done in the existing network.	2	
2.2	The software should be able to store/retrieve the data received from Branches/Switch/GL & financial networks in specified File format with proper validation.	2	
2.3	The system should be capable of performing 4-way reconciliation (i.e. Switch, CBS, EJ and CBR) for ATM Transactions (ONUS and Acquirer Transactions – credit leg) and 3 way reconciliation (i.e. Switch, CBS, and Network Switch) for Acquirer transactions-debit leg.	2	
2.4	The unmatched entries upon completion of the four way reconciliation to force matched based on the parameters set by the Bank	2	
2.5	Generation of un-reconciled entries report per ATM and ATM Network wise on daily basis.	1	
2.6	Generation of up loadable files as per CBS format to post exception entries to CBS as per Bank's Accounting System	2	
2.7	For acquired transactions, uploading of the chargeback received in the system for NPCI etc and generation of the report for the same citing the status in the ATM and EJ. Generation of LORO failed transaction report for upload in Finacle.	2	
2.8	Generation of Accounting Entries for failed transactions for which	2	

	chargeback is received from various financial networks		
2.9	In case of acquiring transaction on Bank ATM, if the claim is payable from overage/excess amount for ATM for the day, the system should be capable to reduce the available balance after claim settlement (ATM suspense account). The system should also be capable of adding the fresh excess/ overages on a day to day basis	2	
2.10	Check for duplicate posting for single claim, and also check to stop processing the same file more than once.	1	
2.11	Reconciliation of transaction done through Cash Recycler/Cash Deposit machines connected to ATM Switch and NFS Network and its subsequent GL Heads of CBS.	2	
2.12	Upload of reconciled and un-reconciled files, raising of proactive credit adjustments, debit adjustments, and technical chargebacks on the basis of 4-way reconciliation for ONUS and acquirer transactions and network credit adjustments files in the Bidder's Dispute Management System.	4	
2.13	<u>Generation of Up loadable files for :</u> a. Re credit to cardholders of our bank in CBS and to other banks for credit adjustments through NPCI portal.	1	
	b. Successful transactions not debited to cardholders of our bank and debit adjustments we received from other banks.	1	
	c. Recovery of charges / surcharge/ tips not debited in cases of issuer transactions at other network ATMs or POS terminals and e-Commerce transactions etc.	2	
3	Cash in ATM Balancing	30	
3.1	The software should be able to upload, download, store/retrieve Cash Balancing Report (CBR) along with Switch, CBS & EJ data, and reconcile the same with Bank records and provide report to Bank on daily basis.	2	
3.2	A Cross verification of actual cash loaded and logical cash loaded by comparing ATM cash counters with admin transactions.	2	
	Reconciliation of ATM GL cash	2	
	Switch Cash Balance with Physical cash at ATM.	2	
3.3	Reporting of overages and shortages of CBR dispensation vis-a-vis Switch Data, CBS Data and EJ and storing the same in the system	2	
3.4	In case of shortages, analysis of Switch Data and EJ Data to identify transaction and reason for shortage.	2	
	Intimation to Bank for the reason and initiate the necessary corrective action i.e. generate up-loadable files for debiting customer's account, raise claims with other Banks within Network TAT, report for claiming from ATM Vendor on daily basis	4	
3.5	In case of overages, analysis of Switch Data and the EJ Data to identify the transaction for settlement of chargeback claim received & proactive Credit Adjustments on T+1 basis.	3	
3.6	In case of loading differences, the same have to be resolved by contacting the branch, or the MSP vendor or the MOF vendors in case of branch ATMs, offsite ATMs and MOF ATMs and any other vendor as appointed from time to time under ATM business model.	4	
3.7	On a daily basis, report needs to be generated providing balances of all ATM Cash accounts	2	

3.8	Maintain mirror accounts of ATM Cash accounts and Network pool accounts and balancing of the same with the credits and debits received and reporting the same to the Bank	2	
3.9	Bank maintains settlement accounts with different banks for different ATM Networks (For Visa Bank maintains account with Bank of America and RBI for NFS Network). On daily basis, the software has to provide reports for funding these accounts based on the settlement files.	2	
3.10	The software should provide up-loadable files in CBS format for internal transfer of settlement amount to the different office accounts of the Bank	1	
4	Third Party Reconciliation and Accounting-Issuer transactions (Domestic & International)	40	
4.1	3-way reconciliation is to be done for Issuer – ATM and POS transactions by checking bank switch, network switch and CBS. Capability to do reconciliation of Issuer Transactions, generation of un-reconciled entries and capability to handle all types of settlements and reconciliation works related to payments and receipts to these networks (Visa/Master card/RuPay/NFS/DFS/Bilateral Consortium Networks/Visa C2C/ VMT/Visa Fast Fund etc.) including but not limited to chargebacks, dispute resolution as per mechanism set out by these networks.	4	
4.2	Reconciliation of Sponsored Bank's /RRBs -reconciliation of issuer and transactions, automated accounting entries for tie-up/ sponsored/ Associate Bank transactions, Generation of settlement files bank wise, Transaction Based accounting and computation of fees for Issuer /Acquirer transactions. Communication to be sent to RRBs (settlement voucher / raw data etc.) on daily basis to concerned staff of RRBs.	3	
4.3	Reconciliation of all new products and tie-ups that may happen in future.	6	
4.4	System should be able to extract the document proof from the respective Network DMS and host the same for issuer transaction in the Bidder's Dispute Management System.	3	
4.5	Reconciliation of Transactions of our customers through ATM, Mobile and Internet Banking.	3	
4.6	For Debit Card Transactions on other bank ATMs, downloading and processing of re presentments received and up-dation of the same in Dispute Tracker of the Bidder.	1	
4.7	Generation of settlement vouchers (after reconciliation) for posting the entries in Finacle-CBS of respective networks should be system driven.	1	
4.8	Reconciliation of incoming and outgoing files w.r.t VISA / Master/ RuPay/NFS/ DFS etc.	1	
4.9	Creation of outgoing files for raising chargeback for VISA / Master/NFS/ RuPay / Cashnet/ Bancs/Bilateral Consortium Networks in the specified formats of Basell /IPM / xml and as per requirement of the network.	2	
4.10	Reconciliation of Surcharge entries debited online and generation of difference of Base1 Base 2 file after taking into account the online entries pertaining to surcharge.	1	
4.11	Computation of the settlement amounts and verification of the same with the settlement received from various networks.	1	

4.12	Cross tallying of Settlement Bank A/c foreign and local for VISA and MasterCard transactions with GL advice.	1	
4.13	Computation of foreign exchange fluctuation, difference for international transactions and appropriate accounting in the respective network settlement voucher as per Bank's Accounting System.	1	
4.14	Tracking of inflated transactions such as: Petrol, Railways, Tip adjustments, Other Option's and Option to debit/Credit the respective GL's	1	
4.15	Tracking various fees/ Charges/ penalties by VISA/MasterCard/NFS/DFS/RuPay / Cashnet, Bancs, Bilateral consortium networks.	1	
4.16	Computation of Issuer fees, acquirer fees, balance enquiry fees and any other charges/difference in charges for debiting to cardholders account	1	
4.17	Balancing of acquirer and issuer pool accounts, settlement accounts, chargeback accounts	4	
4.18	Uploading of new and modified customer mobile numbers in En-stage Software for verification of OTP during e-commerce transactions, and also any other activity related to the same in future.	2	
4.19	Processing of VISA Card to Card Transactions on a Daily Basis within TAT reconciliation and reconciliation and balancing of the VISA card to card transactions	3	
5	Monitoring Interchange and Switching Fees on daily basis	15	
5.1	Monitoring and maintaining MIS of Interchange Fee and other charges levied by various ATM Networks and informing bank on exceptional variances found, if any in daily settlement	3	
5.2	Generation of report on overall sum of daily transaction report and tax of Issuer and Acquirer wise ATM Financial and Non-Financial Transactions along with transaction count on the basis of Settlement report, and also calculation of TDS on Issuer Switching Fees	3	
5.3	Check should be made available to identify and ensure that there is no duplication of levying of Interchange and Switching Fees	1	
5.4	Monitoring and checking of fees, charges, penalties levied by Visa, MasterCard, NFS in settlement checking against reports and appropriate accounting as per Bank's Accounting System	3	
5.5	Provision for generation of up-loadable files and MIS reports for Allocation of Interchange income earned for Acquirer Transactions of various Networks.	5	
6	Chargeback Management	30	
6.1	Identification of the appropriate reason code of chargeback. Automated processing and raising of chargeback/retrieval request in the respective network. Check if the transaction was done with 2 Factor Authentication.	4	
6.2	Creation of chargeback/arbitration chargeback for onward transmission to MasterCard/Visa/RuPay/NFS/DMS/Cashnet/Bancs/ Bilateral Consortium Network. Generation of outgoing chargeback files. Acceptance of arbitration chargeback and generation of Pre-arbitration/Arbitration etc wherever necessary.	4	
6.3	Details of Transaction lifecycle to be provided-History of retrieval request, chargebacks and remedy-Fulfillment-Documents sent to cardholder , Dates and other particulars of 1st chargeback,	4	

	second presentment received, document received, arbitration chargeback, credit processed to cardholders-arbitration received, accepted /referred to MasterCard/Visa/ RuPay, retrieval fees chargeback - references decision of MasterCard/Visa/RuPay w.r.t compliance , pre-compliance etc.		
6.4	Up loadable file to be provided for chargeback, representment, debit adjustment, credit adjustment, pre-arbitration, pre-arbitration representment, arbitration and good faith for both issuer and acquirer which will include penalty as well as per files downloaded from NFS-DMS site(format as per banks specifications )	4	
6.5	Generation of files for debiting or crediting the Card holder for the amount of Chargeback or Representment.	2	
6.6	Creation and completion of necessary chargeback questionnaire in VISA / Master / RuPay while raising the chargeback	4	
6.7	Facility to upload / download / capture / store scanned documents / images, videos and other necessary proof of documents in the system for Chargeback/Pre-Arbitration/Arbitration/ Goodfaith etc and Retrieval Request.	6	
6.8	Menu for processing/generation of uploadable files for miscellaneous debits/ credits/ charges/ fees to acquirers/issuers.	2	
7	Dispute and Claim Management (for all networks) should be system driven	45	
7.1	Dispute module is capable of handling the disputes related to ONUS, acquirer, issuer, POS and E-commerce transactions and for all other network transactions. The Dispute module is web-based and accessible by users across various branches. System should be able to accept and process the disputes downloaded from Bank's through various platforms.	3	
7.2	Upload of reconciled and un-reconciled transactions in the Dispute Module of the Bidder for all the networks.	2	
	Capable of downloading the disputes from the dispute module for all networks- ONUS and OFFUS in various formats eg excel format.	2	
	Automated processing, Dispute Management & settlement of dispute resolution at different stages under various networks, and with tie-up banks and third party transactions as per regulatory guidelines of each network.	2	
7.3	System should have check for duplicate entry for single claim. Check for duplicate claims and ensure that posting for single claim is done only once.	2	
7.4	Tracking of Disputes w.r.t dispensed amount and claimed amount- Customer wise, Branch wise. Tracking of turnaround time of dispute resolution and variance with standard time should be system driven.	2	
7.5	Maintaining mirror account of the : Chargeback account and balancing of the same with credits and debits received and reporting to Bank. Issuer transactions and balancing of the same with credit /debit received on account of the debit adjustments, credit adjustments, good faith transactions. Acquirer transactions and balancing of the same with credit /debit received on account of the debit adjustments, credit adjustments, good faith transactions. Maintaining mirror account of Network pool accounts and balancing of the same with the credits and debits received and reporting the same to the Bank.	3	

7.6	Monitoring the disputes at every stage and escalating within the specified period to bidder, branches and higher authorities within the department. After the dispute is settled, originator of disputes to be informed with the status and provided the supporting documents. The same has to be updated in the Dispute Tracker of the Bidder.	3	
7.7	System is having the Provision for Bank Staff to view & track the following with drill down facility: pending claims age wise, settled claims with date of settlement, Bank staff should be able to view the proof in case chargeback claim is rejected by Acquirer Bank Provision to reopen a closed claim. Claims for which penalty paid and penalty amount paid (in respect of all transactions - issuer and acquirer.) Any other details as and when required.	3	
7.8	Facilitate branches for reporting of fraudulent transactions for all networks and filing the same in required format along with necessary documents eg VISA Fraud Reporting (TC40), Master SAFE Online etc.	2	
7.9	Preservation and Retrieval of records for submission before ombudsman / any other authority.	2	
7.10	Resolving the disputes within the period specified by RBI/network regulators from time to time.	3	
7.11	The portal should have the facility to lodge multiple chargeback claims under single claim id against a single customer for all transactions initiated in a particular day. (The same facility is available under NPCI portal for banks).	2	
7.12	The selected bidder should provide the facility under same portal, directly to the customer, through link shortening service, to lodge complaint into the portal without visiting the branch regarding any disputed transactions under multiple chargeback claims having single claim id similar to NPCI portal and same should be displayed at branch level also. The latest updated status and alerts should also be sent to customer.	3	
7.13	The portal should be able to capture / upload / download / store the necessary proof of documents, videos, images etc. for any type of future correspondences and for audit purpose. System should also be capable to prompt the user about the requirement of remaining necessary proof of documents, if missed out during upload.	3	
7.14	Each and every updates of the disputes should be captured / stored on daily basis which shall be viewable for each user.	1	
7.15	Once a claim is lodged into the portal by a branch, sms should be sent to the customer along with the requisite information. The latest updated status and alerts should also be sent to customer.	2	
7.16	In case if user forgot the password then password resetting option should be available in the system under secured mode.	1	
7.17	Each and every necessary document and up-to-date information should be available in the portal along with the video graphic demonstration which can easily train the user that how to use the portal.	1	
7.18	Any changes in the portal should have proper audit log.	1	

7.19	The selected bidder should migrate all old disputes into their dispute management system / portal along with all necessary proof of documents, images, videos, etc. which are currently available with existing vendor.	2	
8	Point of Sale (POS) Transactions / E-commerce Transactions (Domestic & International)	40	
8.1	Three Way recon between bank switch, network switch and CBS. The unmatched entries upon completion of reconciliation to force matched based on parameters set by the Bank	5	
8.2	The software should be able to store/retrieve network settlement files (Visa Base II, MasterCard IPM, NPCI, RuPay etc.) and match its authorization transaction.	4	
8.3	The No Base 2 transaction records to be kept separately and matched on subsequent days with the Base 2 records. In case the record in No Base2 exists even after 30 days or as defined by regulators, then the upload file is to be prepared for reversing the debit to the customer's account.	4	
8.4	Mechanism should be there to identify No Base1 records, late presentments and duplicate processing. Immediate action is required to be taken against such transactions as per the Bank's/regulator's policy.	5	
8.5	Reconciliation of POS transactions done on UCO Bank POS terminals as well as other network POS terminals (Visa/MasterCard/NPCI etc.)	2	
8.6	Generation of exception reports w.r.t entries matched / unmatched.	1	
8.7	Generation of upload file as per CBS format to post exception entries to CBS as per Bank's Accounting System	2	
8.8	Provision for uploading for acceptance of claim received from Bank. These claims should be assigned a unique identification number by the software in the league with Bank's identification numbering method. The software must validate the claim/transaction in system whether it exists.	2	
8.9	Check for duplicate entry for a single claim.	1	
8.10	Downloading and processing of re-presentments received, originator of disputes to be informed with the status and provided the supporting documents. The same has to be updated in the Dispute Tracker of the Bidder.	4	
8.11	Adjustments of accepted claims with an up-loadable file in CBS format as per Bank's Accounting System	1	
8.12	Refund Received from any Networks are to be matched with the Chargeback cases and with pending receivable entries and entries in No Base2. The entries from No Base2 records to be deleted automatically once the refund is processed so as to avoid double credit to the customers.	4	
8.13	Monitoring and checking of fees / charges/ penalties levied by VISA / MasterCard/ RuPay in Settlement, checking against reports, preparation of settlement vouchers and appropriate accounting as per Bank's accounting system.	5	
9	UPI/IMPS/BBPS/BHIM Aadhaar/AEPS transactions	90	
9.1	The system should be capable of Three way reconciliation of UPI based on Switch file, CBS file and NPCI file.	10	
9.2	The system should be capable of Three way reconciliation of IMPS based on Switch file, CBS file and NPCI file.	10	
9.3	The system should be capable of Three way reconciliation of BBPS	10	

	based on Switch file, CBS file and NPCI file.		
9.4	The system should be capable of Three way reconciliation of AEPS based on Switch file, CBS file and NPCI file.	10	
9.5	The system should be capable of Three way reconciliation of BHIM Aadhaar based on Switch file, CBS file and NPCI file.	5	
9.6	Reports of reconciled transactions and unreconciled transactions to be provided	3	
9.7	End to End dispute management to be handled as per Regulator's Guidelines.	10	
9.8	System must match all approved & declined transactions (which includes Pay, Collect & Merchant transactions), reconcile all entries and provide exceptions.	3	
9.9	Recon sheet to be provided should contain total number of transaction, transaction with unknown status, transaction that is failed, and timeout along with response codes.	3	
9.10	System should generate settlement report for UPI/IMPS/BBPS/BHIM Aadhaar/AEPS and verify with settlement provided by NPCI.	5	
9.11	The turnaround time for reconciliation of any transaction shall be T +1 day or as per the Regulator.	5	
9.12	The system should have capability to auto upload data without manual intervention.	2	
9.13	System should provide online portal for all the matched, unmatched transaction. The portal should take RRN(reference number) as input and provide output transaction details as decided by bank	2	
9.14	Reconciliation of GL Accounts for each settlement cycle and Provide system generated balancing reports of GLs.	2	
9.15	Customized MIS to be provided as per Bank's requirement.	10	
10	MIS/Reports for all networks (Daily/Weekly/Monthly/Qtrly/Yearly)	60	
10.1	Reports on outstanding entries, receivables and payables	2	
10.2	Reports of claims received, settled and outstanding claim network wise	2	
10.3	Reports of claims paid late and penalty amount paid with reason	1	
10.4	Report of exception in Cash Loading.	1	
10.5	Reports of accounts with large Debit/Credit Balances	1	
10.6	Report of ATM transactions with zero hits, abnormal frequency and below normal hits	1	
10.7	Report of reconciliation, outstanding entries, receivables and payables	2	
10.8	Reports of chargeback received (accepted and rejected), penalty paid; pending claims, good faith claims with other Banks and with Bank.	1	
10.9	MIS on Break up of Interchange & No of transactions Network wise	1	
10.10	Generation of reports - entries un-reconciled per ATM and ATM Network wise and also POS/ e- commerce entries. Exception reports on Switch O/s, Core O/s, Tie Up Bank O/s, Visa/Master/NFS O/s.	3	
10.11	Daily Reconciliation and balancing reports.	2	
10.12	Provision for creation of reports for funding the settlement accounts of VISA/ Master/ NFS/ RuPay any other network based on the settlement files.	2	
10.13	Day end report showing amount of chargeback/ pre-arbitration / arbitration / credit adjustment / debit adjustment / representment as per different networks and uploaded in database. Provision for generation of accepted and pending for recovery status cases for	3	

	Debit Adjustments. Report for No Base1 cases where chargeback is to be initiated or recovery is to be done.		
10.14	List of heavy cash drawing customers List of customers using the ATM heavily for drawing low amounts List of Cards frequently used for booking Railway tickets. List of Cards sorted as per MCC sectors List of Cards frequently used abroad	2	
10.15	Age-wise summary of un-reconciled transactions based on the parameters specified by the Bank with number of transactions and amount.	2	
10.16	Age wise Daily Report giving the Details of ATMs for which CBR is not obtained. Age wise Daily Report giving the Details of ATMs for which EOD is not done. Age wise Daily Report giving the Details of ATMs for which the GL level reconciliation of ATM is not done. Age wise Details of differences in ATMs.	4	
10.17	Audit trail of the entire application with periodical backup of the data to be provided to the Bank in a format readable by the Bank and specified by the Bank	1	
10.18	Transaction Details based on Date / Card Number VISA/MasterCard/NFS ISSUER SETTLEMENT SUMMARY VISA/MasterCard/NFS ACQUIRER SETTLEMENT SUMMARY VISA/MasterCard/NFS INFLATED SETTLEMENT SUMMARY VISA/MasterCard/NFS Money Transaction Report VISA/MasterCard/NFS Credit Voucher Report VISA/MasterCard/NFS Petrol Transaction Difference Report VISA/MasterCard/NFS Railway Transaction Difference Report. VISA/MasterCard/NFS Foreign Exchange Transaction Difference Report VISA/MasterCard/NFS TIPS/Other Transaction Difference Report VISA/MasterCard POS income Report Issuing/Acquirer POS fees Identification and Report generation Interchange Fee Identification and Report generation VISA/MasterCard/NFS Issuing/Acquiring Fees Identification and Report Generation. VISA/MasterCard/NFS Interchange Fee Identification and Report Generation VISA/MasterCard/NFS Maintenance and Report generation of all Exceptional/dispute Transactions. VISA/MasterCard/NFS BOA/BOI/RBI Settlement (Tallied) Report Generation	10	
10.19	Monthly/Quarterly/Half yearly report to Board of directors/VISA/MasterCard. Preparation and submission of various reports /information to Sharing Networks / Service Providers about Cards Transactions / ATMs etc., as required at Monthly / Quarterly or other such intervals.	5	
10.20	Report on number of ATMS which are not tallied for more than 15 days (n no of days).	5	
10.21	Monthly reports on Number of Disputes Received, Resolved, Carried over to next month. MIS reports for Disputes Received along with status ( per day / per month / per network) : <ul style="list-style-type: none"> <li>• ATM wise</li> <li>• Date wise</li> <li>• Branch wise</li> <li>• Tie-up bank wise</li> <li>• Others (As required by bank)</li> <li>• Day end report showing amount of chargeback / pre-arbitration / arbitration / credit adjustment / debit adjustment / re-presentment as per different networks and uploaded in database.</li> </ul>	4	

10.22	Should be able to generate periodical as well as ad- hoc reports as per the requirements of the Bank. Any other report required time to time from Bank/RBI or other governing bodies at no additional cost.	5	
11	Experience for reconciliation under OPEX Model	50	
11.1	Reconciliation Software services running in scheduled commercial banks under OPEX Model		
	a. 4 or more banks	10	
	b. 3 or more banks	7	
	c. In 2 banks only	5	
11.2	Reconciliation Software services under OPEX Model running in banks since number of years		
	a. More than 3 years	10	
	b. More than 2 years	7	
	c. More than 1 year	5	
11.3	The software has the ability to process volume of transactions per day		
	a. More than 35,00,000 transactions	10	
	b. More than 25,00,000 transactions	7	
	c. More than 20,00,000 transactions	5	
11.4	Presentation / Site visit and Demonstration of the Product	20	

**Note:**

(\*) = The bidder should mention in the Column under 'Bidder's Response' whether modules for all the required features/specifications as mentioned above are:

A – Readily Available (Allotted full marks will be given)

C – Customizable, free of cost, in the current version itself, before acceptance of the Software by the Bank (Half marks of the allotted marks will be given)

N – Not Available (Please note that response as N shall not be allotted any marks and may lead to rejection)

All the Customizable features/functionalities/specifications will be made readily available at the time of installation.

We hereby agree to abide by all the terms and conditions mentioned herein above the Bank's RFP dated 23.11.2020 and subsequent pre-bid and amendments.

Place:

Signature of Bidder: \_\_\_\_\_

Date:

Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

## Annexure – J : Format of Earnest Money Deposit

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

Dear Sir,

**Sub: Your RFP for End to End Reconciliation solution for Card Transaction, ATMs and other transactions vide RFP REF NO: DIT/BPR & BTD/OA/2294/2020-21 Date: 23/11/2020**

In response to your invitation to respond to your RFP for End to End Reconciliation solution for Card Transaction, ATMs and other transactions, M/s ..... having their registered office at ..... (hereinafter called the 'Bidder') wish to respond to the said Request for Proposal (RFP) for self and other associated vendors and submit the proposal for **End to End Reconciliation solution for Card Transaction, ATMs and other transactions** and to provide related services as listed in the RFP document.

Whereas the 'Vendor' has submitted the proposal in response to RFP, we, the \_\_\_\_\_ Bank having our Head office \_\_\_\_\_ hereby irrevocably guarantee an amount of ` \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as bid security as required to be submitted by the 'Vendor' as a condition for participation in the said process of RFP.

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

If the selected service provider withdraws his proposal during the period of the proposal validity; or

If the selected service provider, having been notified of the acceptance of its proposal by the Bank during the period of the validity of the proposal fails or refuses to enter into the contract in accordance with the Terms and Conditions of the RFP or the terms and conditions mutually agreed subsequently

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

and binding on us irrespective of any dispute or difference raised by the service provider.

Notwithstanding anything contained herein:

11. Our liability under this Bank guarantee shall not exceed ` \_\_\_\_\_ (Rupees \_\_\_\_ only).
12. This Bank guarantee will be valid upto \_\_\_\_; and
13. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before\_\_\_\_\_.

In witness whereof the Bank, through the authorized officer has sets its hand and stamp on this day of at ..... 2020.

Yours faithfully,

For and on behalf of

\_\_\_\_\_ Bank

Authorized official

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

## **Annexure – K : Format of Performance Bank Guarantee (PBG)**

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

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

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

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

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

4. We, ..... [indicate the name of the bank ISSUING THE GUARANTEE] further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BANK under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till UCO BANK certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said VENDOR and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before ..... (Expiry of claim period), we shall be discharged from all liabilities under this guarantee thereafter.

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

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

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

Notwithstanding anything contained herein:

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

ii) This Bank Guarantee shall be valid up to ..... and

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

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

Yours' faithfully,

For and on behalf of

---

Bank Authorized Official

**Note:**

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

## **Annexure – I: Pre-Contract Integrity Pact**

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

1. Whereas UCO Bank having its registered office at UCO BANK, a body corporate constituted under The Banking companies (Acquisition & Transfer Act of 1970), as amended by The Banking Laws (Amendment) Act, 1985, having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001 acting through its Department of IT, represented by Authorised Signatory hereinafter referred to as the Buyer and the first party, proposes to procure (Implementation of Indian Accounting standards (Ind-AS)) hereinafter referred to as Stores and / or Services.

And

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

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

### **3. Preamble**

Buyer has called for tenders under laid down organizational procedures intending to enter into contract /s for supply / purchase / etc. of Implementation of Indian Accounting standards (Ind-AS) and the Bidder /Seller is one amongst several bidders /Proprietary Vendor /Customer Nominated Source/Licenser who has indicated a desire to bid/supply in such tendering process. The Buyer values and takes primary responsibility for values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder (s) and / or Seller(s).

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

### **4. Commitments of the Buyer**

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

- (i) No employee of the Buyer, personally or through family members, will in connection with the tender, or the execution of a contract demand, take a

promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

**(ii)** The Buyer will during the tender process treat all Bidder(s) /Seller(s) with equity and reason. The Buyer will in particular, before and during the tender process, provide to all Bidder (s) /Seller(s) the same information and will not provide to any Bidders(s) /Seller(s) confidential /additional information through which the Bidder(s) / Seller(s) could obtain an advantage in relation to the process or the contract execution.

**(iii)** The Buyer will exclude from the process all known prejudiced persons.

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

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

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

**(i)** The Bidder(s) /Seller(s) will not directly or through any other persons or firm, offer promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage during the tendering or qualification process or during the execution of the contract.

**(ii)** The Bidder(s) /Seller(s) will not enter with other Bidders / Sellers into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

**(iii)** The bidder(s) /Seller(s) will not commit any offence under the Indian legislation, Prevention of Corruption Act, 1988 as amended from time to time. Further, the Bidder(s) /Seller(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information constrained or transmitted electronically.

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

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

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

#### **5.4 Agents / Agency Commission**

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

#### **6. Previous Transgression**

**6.1** The Bidder /Seller declares that no previous transgressions have occurred in the last three years from the date of signing of this Integrity Pact with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify Bidder's /Seller's exclusion from the tender process.

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

## **7. Company Code of Conduct**

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

## **8. Sanctions for Violation**

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

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

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

## **9. Compensation for Damages**

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

**9.2** If the Buyer has terminated the contract according to Clause 8, or if the Buyer is entitled to terminate the contract according to Clause 8, the Buyer shall be entitled to encash the advance bank guarantee and performance bond /

warranty bond, if furnished by the Bidder / Seller, in order to recover the payments, already made by the Buyer for undelivered Stores and / or Services.

## **10. Price Fall Clause**

The Bidder undertakes that it has not supplied /is not supplying same or similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry /Department of the Government of India or PSU/PSBs during the currency of the contract and if it is found at any stage that same or similar product /Systems or Subsystems was supplied by the Bidder to any other Ministry /Department of the Government of India or a PSU or any Public Sector Bank at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

## **11. Independent External Monitor(s)**

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

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

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

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

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

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

**11.7** The word "Monitor" would include both singular and plural.

**11.8** Law and Place of Jurisdiction

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

## **12. Other Legal Actions**

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

**13. Integrity Pact Duration.**

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

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

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

**14. Other Provisions**

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

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

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

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

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

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

**17.** The Parties here by sign this Integrity Pact.

**BUYER**  
**Signature:**  
**Authorized Signatory**  
**Department of IT**

**BIDDER / SELLER**  
**Signature:**  
**Authorized Signatory (\*)**

**Place:**

**Date:**

**Witness:**

**Witness:**

**(Name & Address)**

**(Name & Address)**

**Annexure – M: Undertaking for non-blacklisting / non-debarment of the service provider**

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

Dear Sir(s),

**Sub: Your RFP for End to End Reconciliation solution for Card Transaction, ATMs and other transactions vide RFP REF NO: DIT/BPR & BTD/OA/2294/2020-21 Date: 23/11/2020**

We, M/s \_\_\_\_\_, the undersigned, hereby confirm that we have read and understood the eligibility criteria and fulfill the same.

- a) We further confirm that all the information as per requirement of the Bank have been included in our bid.
- b) Further, we hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Bank. We understand that any deviation may result in disqualification of our bid.
- c) We have not been blacklisted by any Nationalized Bank/RBI/IBA or any other Government agency/ICAI/Financial Institution. No legal action is pending against us for any cause in any legal jurisdiction.
- d) We undertake that adequate number of resources, if required by the Bank, will be deployed for the project to complete the assignment within stipulated time.

(Deviation to the above if any, the Service provider must provide details of such action(s))

(1)

(2)

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

Place:

(Signature)

Date:

(Signature and seal of authorized person)

Company's Seal

Designation:

Bidder's corporate name:

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

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

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

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

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

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP Ref No. DIT/BPR & BTD/OA/2294/2020-21 Date: 23/11/2020 including all annexure, addendum, corrigendum and amendments, if any. We certify that the services offered shall be in conformity with the terms & conditions and Scope of Work stipulated in the annexures of the said RFP.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

**Place:**

**For M/s. ....**

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

**Annexure – O: Undertaking Letter on the bidder’s letterhead for Central  
Minimum Wages Act & Labour Laws**

To  
The Deputy General Manager  
DIT, BPR & BTB,  
UCO Bank, Head Office,  
5<sup>th</sup> Floor, 3 & 4 DD Block, Sector – 1,  
Salt Lake City, Kolkata – 700064.

Dear Sir,

**Sub: Your RFP for End to End Reconciliation solution for Card Transaction, ATMs and other transactions vide RFP REF NO: DIT/BPR & BTB/OA/2294/2020-21 Date: 23/11/2020**

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

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents if any, issued by the Bank. The service provider has to ensure that the payment towards services is in consonance with the Central Minimum Wages Act & Labour Laws. All the employees/operator deployed by the service provider for the digitization activity must comply with government’s rules and regulations like minimum wages act, Provident fund and ESIC facility standard. **(Proof of compliance and labour license needs to be submitted along with the quotation).**

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Service provider's corporate name:

Place:

Date:

**Annexure – P: NON-DISCLOSURE AGREEMENT**

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

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

**BETWEEN**

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

**AND**

.....  
..... (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrator and successors) of the **SECOND PART/ RECEIVING PARTY**

(Each of Bank and the vendor is sometimes referred to herein as a "**Party**" and together as the "**Parties**").

**WHEREAS** the Vendor/Receiving Party is *inter alia* engaged for End to End Reconciliation solution for Card Transaction, ATMs and other transactions as per the terms and conditions specified in the RFP Ref. No. **DIT/BPR & BTD/OA/2294/2020-21 dated 23.11.2020**. The Vendor/Receiving Party would be the single point of contact for this project.

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

**WHEREAS** the Parties presently desire to discuss and/or consult with each other's business for the purposes of entering into Agreements for RFP for End to End Reconciliation solution for Card Transaction, ATMs and other transactions to the Bank.

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

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

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

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

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

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

**3. Restrictions:** Subject to the provisions of paragraph 4 below, the Party receiving Confidential Information (the “**Receiving Party**”) shall, for contract period of one (01) year from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever), use the same care and discretion to limit disclosure of such Confidential Information as it uses with similar confidential information of its own and shall not disclose, lecture upon, publish, copy, modify, divulge either directly or indirectly, use (except as permitted above under clause (2) or otherwise transfer the Confidential Information to any other person or entity, including taking reasonable degree of care and steps to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**8. Breach:** In the event the Receiving Party discloses, disseminates or releases any Confidential Information received from the Disclosing Party, except as provided above, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party shall have the right to demand prompt return of all Confidential Information previously provided to the Receiving Party and in such case, the Receiving party shall be bound to return all information within 30

days from the date of such demand. The provisions of this paragraph are in addition to any other legal right or remedies, the Disclosing Party may have under the Law for the time being in force.

## **9. Arbitration and Equitable Relief**

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

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

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

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

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

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

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

**12. General Provisions**

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

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

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

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

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

**(f) Jurisdiction of Court:** All disputes under this Non-Disclosure Agreement are subject to the jurisdiction of Courts of Kolkata only.

**(g)** Two original sets of Non-Disclosure Agreement are executed and retained by either parties, Bank and \_\_\_\_\_ (the selected bidder)

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

**For and on behalf of**

**For and on behalf of**

.....

.....

**(The selected bidder)**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Annexure – Q: Undertaking Letter on the vendor’s letterhead for GST Law**

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

Dear Sir,

**Sub: Your RFP for End to End Reconciliation solution for Card Transaction, ATMs and other transactions vide RFP REF NO: DIT/BPR & BTD/OA/2294/2020-21 Date: 23/11/2020**

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

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

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder’s corporate name:

Place:

Date:

**Annexure – R : Format of Pre-Bid Queries to be submitted by the Bidder(s)**

Name of the Bidder:

Name of the Contact Person of the Bidder:

Contact Number of the Contact Person:

E-mail id of the contact person:

<b>Sl. No.</b>	<b>RFP Page No.</b>	<b>RFP Clause No.</b>	<b>Original RFP Clause</b>	<b>Subject/Description</b>	<b>Query sought/Suggestions of the Bidder</b>

## Annexure – S : Escalation matrix

### (Format of Supporting Centre's Details)

Sl. No.	Name	Designation	Full Office Address	Contact Details	Email Address
1		First Level contact			
2		Second level contact (if response not received within 6 hours)			
3		Regional / Zonal Head (If response not received in 24 Hours)			
4		Country Head (If response not received in 48 Hours)			

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

For.....

**Designation:**

**(Signature and seal of authorized person)**

**Bidder's corporate name:**

**Place:**

**Date:**

**Annexure – T :Man-Power details (24X7)**

Sl. No.	Name of the person	Educational Qualification	No. Of. Experience in this relevant area	Shift Details (Timing, etc.)	Contact Details	Email Address	Support at DC / DR	Support to be provided for – DB / Server / App / OS
1								
2								
3								
4								
5								

For.....

**Designation:**

**(Signature and seal of authorized person)**

**Bidder's corporate name:**

**Place:**

**Date:**

**Annexure – U : Undertaking letter to the Bank on the vendor’s letterhead**

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

Dear Sir,

**Sub: RFP for End to End Reconciliation solution for Card Transaction, ATMs and other transactions vide RFP REF NO: DIT/BPR & BTD/OA/2294/2020-21 Date: 23/11/2020**

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

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

**Yours faithfully,**

For.....

**Designation:**

**(Signature and seal of authorized person)**

**Bidder’s corporate name:**

**Place:**

**Date:**

**Annexure V: MANUFACTURERS' AUTHORIZATION FORM (MAF)**

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

To

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

Dear Sir,

**Sub: RFP for End to End Reconciliation solution for Card Transaction, ATMs and other transactions vide RFP REF NO: DIT/BPR & BTD/OA/2294/2020-21 Date: 23/11/2020**

We \_\_\_\_\_ who are established and reputable manufactures of \_\_\_\_\_ having factories at \_\_\_\_\_ and \_\_\_\_\_ do hereby authorize M/s \_\_\_\_\_ (Name and address of Bidder) to offer their quotation, negotiate and conclude the contract with you against the above invitation for Bid offer.

We hereby extend our full guarantee and warranty as per terms and conditions of the Bid and the contract for the equipment and services offered against this invitation for Bid offer by the above firm. We undertake to provide back-to-back support for spare and skill to the bidder for subsequent transmission of the same to the Bank. We also undertake to provide support services during warranty as well as AMC period if the above bidder authorized by us fails to perform in terms of the RFP.

Yours Faithfully

Authorised Signatory

(Name:

Phone No.                      Fax                      E\_mail                      )

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