

Request for Proposal (RFP)
For
Selection of Vendor for Supply, Installation &
Maintenance of 400 ATMs



UCO BANK
Head Office-2
Department of Information Technology
7th Floor, 3 & 4 DD Block, Sector -1
Salt Lake, Kolkata-700 064

सबसे बैंक UCO BANK

RFP REF NO: DIT/BPR & BTD/OA/799/2019-20 Date: 27/05/2019

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 Selection of Vendor for Supply, Installation & Maintenance of 400 ATMs. It should not be reused or copied or used either partially or fully in any form.

Disclaimer

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



CONTENTS

SI.NO.	TABLE OF CONTENTS	PAGE NO.
1	INTRODUCTION & OBJECTIVES	6
2	CONTROL SHEET TABLE	7
3	PART-1: GENERAL TERMS & CONDITIONS	8
4	SUBMISSION OF OFFER- THREE BID SYSTEM	9
5	COST OF TENDER DOCUMENTS	14
6	EARNEST MONEY DEPOSIT	14
7	REJECTION OF THE BID	16
8	PRE BID MEETING	16
9	MODIFICATION & WITHDRAWAL OF BIDS	16
10	INTRODUCTION & DISCLAIMER	17
11	INFORMATION PROVIDED	17
12	FOR RESPONDENT ONLY	17
13	CONFIDENTIALITY	17
14	DISCLAIMER	18
15	COST BORNE BY RESPONDENTS	18
16	NO LEGAL RELATIONSHIP	18
17	ERRORS & OMISSIONS	18
18	ACCEPTANCE OF TERMS	18
19	RFP RESPONSE	18
20	RFP RESPONSE VALIDITY PERIOD	19
21	NOTIFICATION	19
22	LANGUAGE OF BIDS	19
23	NORMALISATION OF BIDS	19
24	CANCELLATION OF TENDER PROCESS	20
25	AUTHORISED SIGNATORY	20
26	PART-II ELIGIBILITY CRITERIA	20
27	PART-III EVALUATION CRITERIA	22
28	EVALUATION METHODOLOGY	23
29	TECHNICAL EVALUATION PROCESS	23
30	COMMERCIAL EVALUATION PROCESS	23
31	AWARD CRITERIA	24
32	PART-IV SCOPE OF WORK	25
33	PART-V ORDER DETAILS	36
34	RIGHT TO ALTER QUANTITIES	36
35	CONTRACT PERIOD	37
36	PERFORMANCE BANK GUARANTEE	37
37	DELIVERY & INSTALLATION	38
38	DISPOSAL OF OLD ATMs	39

39	PAYMENT TERMS	40
40	PAYING AUTHORITY	40
41	WARRANTY	41
42	ANNUAL MAINTENANCE CONTRACT	42
43	UPTIME	43
44	PENALTY	45
45	FUNCTIONALITY REQUIRED	47
46	PRICE	47
47	LIQUIDATED DAMAGE	48
48	INSURANCE	49
49	FORCE MAJEURE	49
50	COMPLETENESS OF THE PROJECT	49
51	ACCEPTANCE TESTING	49
52	ORDER CANCELLATION	50
53	INDEMNITY	51
54	PUBLICITY	52
55	COMPLIANCE TO LABOUR ACT	52
56	PRIVACY & SECURITY SAFEGUARDS	53
57	TECHNOLOGICAL ADVANCEMENTS	53
58	GUARANTEES	53
59	DISPUTE RESOLUTION MECHANISM	53
60	EXIT OPTION AND CONTRACT RE-NEGOTIATION	54
61	CORRUPT AND FRAUDULENT PRACTICES	54
62	TERMINATION	56
63	EFFECT OF TERMINATION	56
64	COMPLIANCE	57
65	APPLICABLE LAW & JURISDICTION OF COURT	57
66	ADOPTION OF INTEGRITY PACT	58
67	NON DISCLOSURE	59
68	ISSUE OF CORRIGENDUM	60
69	ANNEXURE-I	61
70	ANNEXURE-II	62
71	ANNEXURE-III	63
72	ANNEXURE-IV	66
73	ANNEXURE-V	68
74	ANNEXURE-VI	69
75	ANNEXURE-VII	71
76	ANNEXURE-VIII	75
77	ANNEXURE-IX	76
78	ANNEXURE-X	77
79	ANNEXURE-XI	78

80	ANNEXURE-XII	102
81	ANNEXURE-XIII	103
82	ANNEXURE-XIV	105
83	ANNEXURE-XV	106
84	ANNEXURE-XVI	107
85	ANNEXURE-XVII	109
86	ANNEXURE-XVIII	110
87	ANNEXURE-XIX	111
88	ANNEXURE-XX	113
89	ANNEXURE-XXI	115
90	ANNEXURE-XXII	116
91	ANNEXURE-XXIII	118
92	ANNEXURE- XXIV	119
93	ANNEXURE- XXV	120
94	ANNEXURE- XXVI	127
95	ANNEXURE- XXVII	128



INTRODUCTION & OBJECTIVES

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, hereinafter called "The Bank", is one of the leading public sector Banks in India having 3000+ Domestic branches, two overseas branches and 2300+ 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. Currently Bank's existing ATMs are running through ITM Euronet Switch. Bank is having tie up with Visa & NPCI and distributes VISA and RuPay enabled debit cards to the customers. Currently Bank is a member of National Financial Switch (NFS) and in future may enter into similar tie ups with other payment system companies. Bank has also installed some self-service kiosks for cash deposit and passbook printing. Currently Bank provides many innovative technology driven products and services through delivery channels like e-Banking, SMS /Mobile Banking, Online Share Trading etc. to its customers.

Bank is planning to expand its ATM network by installing more Automated Teller Machines at Onsite and Off-site locations across the country. Against the above backdrop UCO BANK invites Request for Proposal (RFP) from the prospective bidders having proven past experience and competence in the field of Supply, Installation & Maintenance of CAPEX model ATMs.

CONTROL SHEET TABLE

Tender Reference	DIT/BPR & BTD/OA/799/2019-20 Date: 27/05/2019
Cost of Tender Documents	Rs. 30,000 (Rupees Thirty Thousand Only)
Date of issue of RFP	27/05/2019
Earnest Money Deposit (EMD)	Rs. 30,00,000 /- (BG)(Rupees Thirty Lakhs Only)
Date of Commencement of Sale of Tender Document	27/05/2019
Pre Bid queries to be received only online at- hodit.calcutta@ucobank.co.in	On or before 03/06/2019 up to 04:00 PM
Pre bid Meeting and Venue	06/06/2019 at 12.30 PM at below mentioned address: UCO BANK, Head Office-2 Department of Information Technology, 5 th Floor, "Conference Room", 3 & 4 DD Block, Sector -1, Salt Lake, Kolkata-700 064
Last Date and Time for receipts of tender bids	25/06/2019 at 04.00 PM
Opening of Technical Bids	25/06/2019 at 04.30 PM
Opening of Commercial Bid	Will be informed subsequently to eligible & technically qualified bidders.
Address of Communication	UCO BANK, Head Office-2 Department of Information Technology, 7 th Floor, 3 & 4 DD Block, Sector -1, Salt Lake, Kolkata-700 064
Email address	hodit.calcutta@ucobank.co.in hodit.proc@ucobank.co.in hoatm.calcutta@ucobank.co.in
Contact Telephone/Fax Numbers	Tel : 033-44559775/9770/9004
Bids to be submitted	Tender box placed at: UCO BANK, Head Office-2 Department of Information Technology 5 th Floor, 3 & 4 DD Block, Sector -1, Salt Lake, Kolkata-700 064

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

1.1 UCO Bank invites sealed tenders comprising of eligibility, Technical bid and Commercial bid from experienced prospective bidders having proven capabilities of Supply, Installation & Maintenance of 400 ATMs. The prospective bidders are required to adhere to the terms of this RFP document and any deviations to the same shall not be acceptable to UCO Bank.

The bidder (also called the vendor or bidder through this document) 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 prospective bidder in terms of this RFP documents.

The RFP document may be obtained from UCO BANK, Department of Information Technology, 7th Floor, 3 & 4 DD Block, Sector -1, Salt Lake, Kolkata – 700064 on all working days in person on submission of a written application along with a non-refundable fee of **Rs.30, 000/- (Rupees Thirty Thousand Only)** in the form of Demand Draft / Banker's Cheque / Pay Order in favour of UCO BANK, payable at Kolkata. Also the RFP document may be downloaded from our website www.ucobank.com . The bidders downloading the document from Bank's website www.ucobank.com must pay the cost of the document, in a separate cover and properly superscribed, at the time of submission of the bids.

Any bid received after last date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank.

The Bid document shall be in three parts viz. Eligibility, Technical Bid & Commercial Bid. All the bids must be submitted in separate sealed envelopes super scribing "Eligibility Bid for Supply, Installation & Maintenance of 400 ATMs" on top of the envelope containing Eligibility Bid, "Technical Bid for Supply, Installation & Maintenance of 400 ATMs containing Technical Bid & "Commercial Bid for Supply, Installation & Maintenance of 400 ATMs" on top of the envelope containing Commercial Bid. All these sealed envelopes should be put together in another sealed envelope super scribing "Bids for Supply, Installation & Maintenance of 400 ATMs" mentioning reference number and date given hereinabove. If the cover/envelope are not sealed & superscribed as required,

the Bank will assume no responsibility for its misplacement or premature opening.

The bidders should take care of submitting the bids properly filled so that the papers are not loose. The bid documents should be properly numbered and submitted in a file in proper manner so that the papers do not bulge out and tear during scrutiny.

Bidders are requested to participate in the tender process according to the time schedule mentioned above.

The eligibility bid will be opened first and only those bidders, deemed eligible as per the eligibility criteria mentioned in this RFP, will be shortlisted for technical evaluation; the qualified bidders will be notified separately. Commercial Bid of only those short-listed-bidders, who have qualified in Technical evaluation, will be opened by the Bank, the date of which will be notified separately.

The Bids should be addressed to:

Deputy General Manager (DIT, BPR & BTD)

UCO Bank, Head Office-2

Department of Information Technology,

5th Floor, 3 & 4 DD Block, Sector -1,

Salt Lake, Kolkata - 700 064

UCO Bank is not responsible for non-receipt of response to RFP within the specified date and time due to any reason including postal holidays or delays. In case the specified date of submission & opening of Bids is declared holiday in West Bengal under NI Act, the bids will be received till the specified time on next working day and Technical Bid will be opened at same time on that day.

Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the target date & time for submission of bids. No bidder shall be allowed to withdraw the bid.

1.2 SUBMISSION OF OFFER- THREE BID SYSTEM

Separate Eligibility, Technical and Commercial Bids along with soft copies duly sealed and super-scribed as - Supply, Installation & Maintenance of 400 ATMs(Eligibility Bid), -- Supply, Installation & Maintenance of 400 ATMs (Technical Bid) and -- Supply, Installation & Maintenance of 400 ATMs (Commercial Bid) respectively should be put in a single sealed outer cover duly sealed and super-

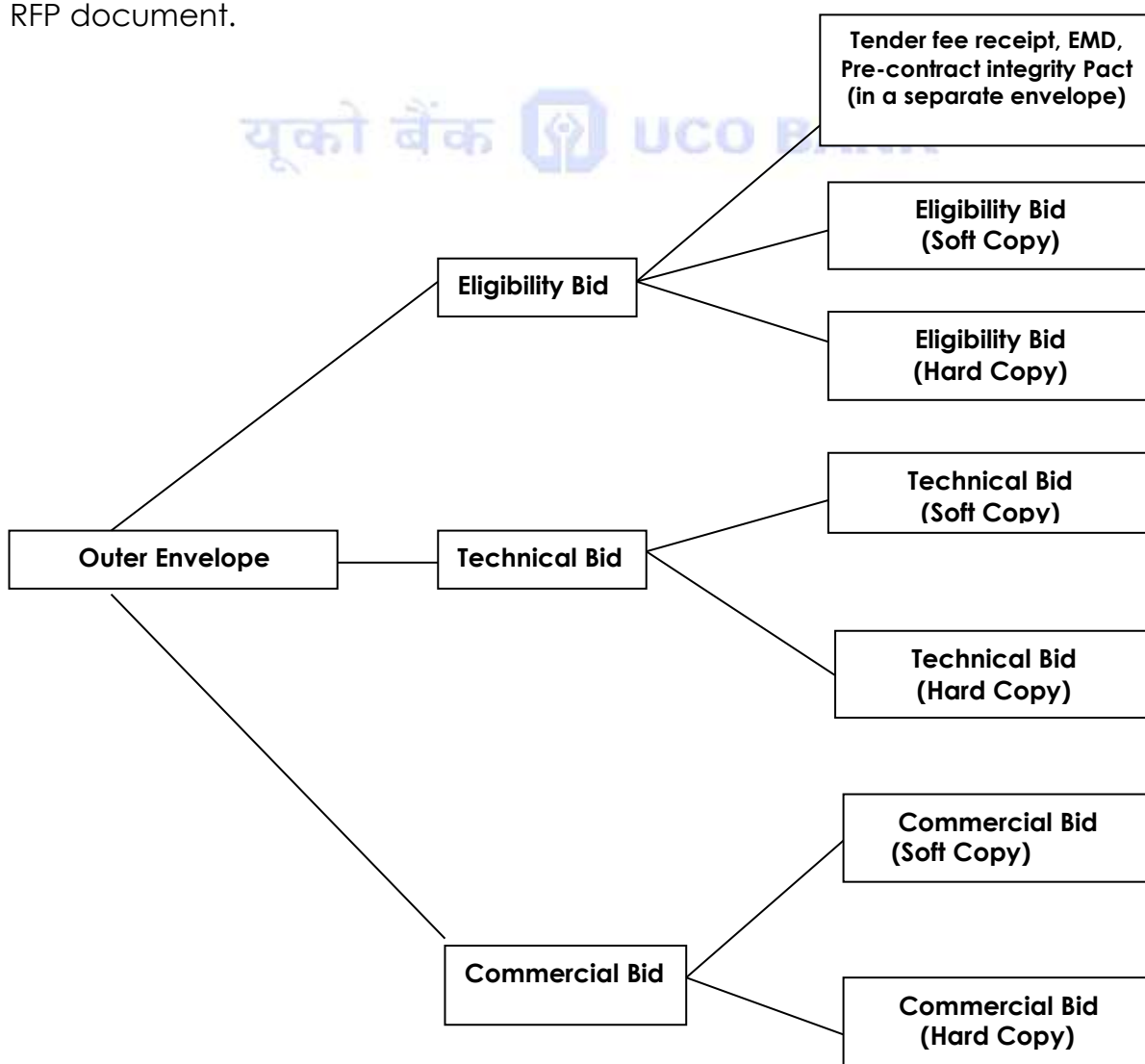
scribed as- "Supply, Installation & Maintenance of 400 ATMs" as per the below mentioned diagram and as per bid details given in the RFP.

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

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

- Name of the Bidder
- Bid Reference No.
- Type of Bid (Eligibility or Technical or Commercial)

The Eligibility and Technical Bid should be complete in all respects and contain all information asked for, in the exact format of eligibility and technical specifications given in the RFP, except prices. The Eligibility and Technical Bids must not contain any price information otherwise BANK, at its sole discretion, may not evaluate the same. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidders. The Technical bid should have documentary proof in support of Eligibility Criteria and all the Annexures as per RFP document.



The Commercial Offer (Hard Copy) should contain all relevant price information.

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.

- 1.2.1 Technical Bid should be duly sealed and super scribed as "Technical Bid for Supply, Installation & Maintenance of 400 ATMs".
- 1.2.2 Bid should comply with the Scope of Work as specified hereinafter.
- 1.2.3 The Technical bid should be complete in all respects and contain all information asked for, except prices. The documentary proof in support of all Eligibility Criteria should be submitted along with technical Bid.
- 1.2.4 The Technical bid should have compliance chart as per Annexure- XI including documentary proof in support of Eligibility Criteria and Annexure I, II, IV, V, VI, VIII, IX, X, XI, XII, XIII, XIV, XV, XVI, XVII, XVIII, XIX, XX, XXI, XXII, XXIII, XXIV, XXV, XXVI, XXVII and **Masked price of Annexure - XIX and XX**. The selected bidder has to submit Annexure III and VII. The Annexure - XVI has to be submitted by the selected bidder at the time of installation of the machine.
- 1.2.5 One Separate envelope containing Tender Fee, EMD and Pre-Contract Integrity Pact should invariably be placed in Eligibility Bid envelope.
- 1.2.6 Bidders to submit a masked commercial Bid i.e. by hiding price commercial bid as per Annexure - XIX & Annexure-XX with technical bid envelope to be submitted.
- 1.2.7 Commercial bid duly sealed and super scribed as "Commercial Bid for Supply, Installation & Maintenance of 400 ATMs".
- 1.2.8 The Commercial bid should have compliance chart as per Annexure- IV including Annexure - XIX and Annexure - XX
- 1.2.9 Incomplete bids or bids not conforming to the terms and conditions are liable for rejection by the Bank.
- 1.2.10 At any time, prior to deadline for submission of RFP, UCO Bank may modify any of the terms & conditions and technical specifications at its sole discretion and the same will be available on Bank's website and the amendments shall be binding on the bidder. In case of any amendment, UCO Bank may extend the deadline for submission of response to this RFP in order to provide a reasonable time to the prospective bidders.

- 1.2.11 UCO Bank reserves the right to seek clarification or call for supporting documents from any of the bidders, for which the concerned bidder need to submit the documentary evidence(s) as required by UCO Bank.
- 1.2.12 Any Technical Bid, submitted with incorrect information will be liable for rejection. Further, if any bidder is found to have submitted incorrect information at any time, bidder may be debarred from participation in the future tendering processes of Bank.
- 1.2.13 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.
- 1.2.14 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.
- 1.2.15 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 bids from the participating bidders.
- 1.2.16 Canvassing of any kind or Bid submitted with false information will be a disqualification.
- 1.2.17 The Price Bid must include all required software including licenses, all hardware and network equipment along with specification, Model No, Part No and Price Tag covering warranty period of two years and five years Annual Maintenance Contract (AMC Cost). The Price Bid should also include all applicable taxes such as GST/Waybill etc.
- 1.2.18 The bidder is required to guarantee that exchange rate fluctuations, changes in import duty and other taxes will not affect the Rupee value of the commercial bid over the price validity period.
- 1.2.19 **The bidder shall keep the price valid for two year from the date of agreement.**
- 1.2.20 Prices quoted by the Bidder shall be in Indian Rupees, firm and not subject to any price escalation, if the order is placed within the price validity period.

- 1.2.21 Further, subsequent to the orders being placed, the Bidder shall pass on to the Bank all fiscal benefits arising out of reductions in Government levies /taxes.
- 1.2.22 The Bank shall be under no obligation to accept the technical solution offered or the lowest or any other offer received in response to this RFP document.
- 1.2.23 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 cancel the entire RFP process without assigning any reasons whatsoever at any stage of the RFP process.
- 1.2.24 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 the right to accept or reject any bid.
- 1.2.25 Printed literature (for specific product and version numbers) describing configuration and functionality should be provided to the Bank for the products proposed to be supplied for the project. It should be noted that the product proposed will have to be supplied with all the software updates/fixes, if any, and associated documents. The version of software delivered should be the latest one available. The bidder shall not quote for the products, whose End of sale/ End of Support/End of License has been declared by the OEM.
- 1.2.26 Bids once submitted shall not be returned to the Bidder in future.
- 1.2.27 Bidder must have back to back support relation with the OEM's whose products are offered by the bidder to the Bank, in case the bidder is not an Original Equipment Manufacturer(OEM). **A commitment letter from the OEM at least for a period of seven (7) years has to be submitted along with the Technical bid.**
- 1.2.28 The technical bid shall be submitted in conformity with the Scope of Work.
- 1.2.29 The bidder shall not quote for the products, whose End of sale/ End of Support / End of Life has been declared by the OEM. The Bidder has to

ensure that any equipment supplied as part of this RFP should not reach end of support or end of life for at least Seven (7) years postdate of acceptance of such equipment by the Bank. In the event if any equipment supplied by the selected bidder, reaches either end of support or end of life as stipulated in this clause, within the period of seven (7) years, the selected bidder has to immediately replace/upgrade the equipment at no additional cost to the Bank.

1.2.30 The selected bidder must adhere to the terms of this RFP document.

1.3 COST OF TENDER DOCUMENTS

The bidders should pay the Cost of tender document fee of **Rs.30,000/- (Rupees Thirty Thousand Only)**. The Cost of tender documents shall be paid by Demand Draft / Banker's Cheque / Pay Order drawn in favour of 'UCO Bank' payable at Kolkata. The Cost of tender document is non-refundable. The bidder downloading the tender document from Bank's website www.ucobank.com must pay the cost of the tender document, in a separate cover, at the time of submission of the bids. This non-refundable tender fee of can also be submitted through the electronic mode to the below mention account. Proof of successful deposit of tender fee has to be submitted along with tender document. The details of the account are as under:-

- **Account Number-18700210000755**
- **Account Name- M/s H O DIT**
- **Branch- DD Block, Salt Lake Branch**
- **IFSC- UCBA0001870**
- **MICR-700028138**

1.4 EARNEST MONEY DEPOSIT

The Bidder must submit Earnest Money Deposit (EMD) along with the Technical Bid in the form of Bank Guarantee having validity period for 180 days from the date of opening of Technical Bid in the format given in Annexure VI. The EMD amount is Rs **30,00,000/- (Rupees Thirty Lacs Only)** issued by any scheduled commercial bank operating in India.

Non-submission of EMD will lead to outright rejection of the bid of the bidder. The EMD of unsuccessful bidders will be returned to them on completion of the tender process. The EMD of successful bidder will be returned on submission of Performance Bank Guarantee as specified hereunder.

The EMD will not bear any interest and EMD made by the bidder will be forfeited if:

- 1.4.1 The bidder withdraws its bid during the period of bid validity(180 days from the date of opening of bid).
- 1.4.2 If the bidder makes any statement or encloses any form which turns out to be false, fake, incorrect and /or misleading at any time prior to signing of contract and /or conceals or suppresses material information; and/or .
- 1.4.3 The selected bidder withdraws his tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.
- 1.4.4 The bidder violates any of the provisions of the terms and conditions of this tender specification.
- 1.4.5 In case the successful bidder fails in the following:
 - 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)

Note:

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

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

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

Bids received without EMD and tender cost from bidders not having valid NSIC registered documents for exemption will not be considered. Performance Bank Guarantee (PBG) has to be submitted under any circumstance.

1.5 REJECTION OF THE BID

The Bid is liable to be rejected if:

- 1.5.1 The document doesn't bear signature of authorized person on each page signed and duly stamped.
- 1.5.2 It is received through Fax/E-mail.
- 1.5.3 It is received after expiry of the due date and time stipulated for Bid submission.
- 1.5.4 Incomplete Bids, including non-submission or non-furnishing of requisite documents including Integrity Pact / Conditional Bids/ 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.
- 1.5.5 Bidder should comply with all the points mentioned in the Scope of work in part-IV. Non-compliance of any point will lead to rejection of the bid.
- 1.5.6 Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.

1.6 PRE BID MEETING

For the purpose of clarifications of doubts of the bidders on issues related to the RFP, Bank intends to hold a pre bid meeting on the date & time as indicated in the RFP (Control Table). The queries for the Pre-bid meeting should be reached by email on or before the date mentioned above on e-mail: hodit.calcutta@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. Any deficiencies should also be raised in the pre-bid queries.

1.7 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 Bank.

1.8 INTRODUCTION AND DISCLAIMER

This Request for Proposal document ("RFP") has been prepared solely to enable UCO Bank ("Bank") in defining the requirements for Supply, Installation & Maintenance of 400 ATMs. The RFP document is not a recommendation, bid or invitation to enter into a contract, agreement or other arrangement in respect of the services.

1.9 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.

1.10 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.

1.11 CONFIDENTIALITY

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 on Bank.

1.12 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.

1.13 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.

1.14 NO LEGAL RELATIONSHIP

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

1.15 ERRORS AND OMISSIONS

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

1.16 ACCEPTANCE OF TERMS

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

1.17 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.

1.18 RFP RESPONSE VALIDITY PERIOD

Bids shall remain valid for 180 (One Hundred eighty) days from the last date of bid submission prescribed by BANK. 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, Bank may solicit the Bidder's consent to an extension of the validity period.

1.19 NOTIFICATION

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

1.20 LANGUAGE OF BIDS

The bid, correspondence and supporting documents should be submitted in English.



1.21 NORMALIZATION OF BIDS

The Bank may go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that shortlisted bidders are more or less on the same technical ground. After the normalization process, if Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the technically shortlisted bidders to re-submit the technical and commercial bids once again for scrutiny. The resubmission can be requested by the Bank in the following two manners:

- Incremental bid submission in part of the requested clarification by the Bank
- Revised submissions of the entire bid in the whole.

The Bank can repeat this normalization process at every stage of bid submission till Bank is satisfied. The shortlisted bidders agree that, they have no reservation or objection to the normalization process and all the technically shortlisted bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The shortlisted bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

1.22 CANCELLATION OF TENDER PROCESS

UCO BANK reserves the right to accept or reject in part or full any or all offers without assigning any reason thereof. Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the bidders. The Bank reserves the right to accept or reject any Bid in part or in full, and to cancel the Bidding process and reject all Bids at any time during the tender process or prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Bank's action. During the evaluation process at any stage if it is found that the bidder does not meet the eligibility criteria or has submitted false /incorrect information the bid will be rejected summarily by The Bank.

1.23 AUTHORIZED SIGNATORY

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, authenticated by Company Secretary, authorizing an official or officials of the company to discuss, sign with the Bank, raise invoice and accept payments and also to correspond. **The bidder shall furnish proof of signature identification for above purposes as required by the Bank.**

PART –II

2.1 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 all or any of the following eligibility criteria are liable to be rejected.

Sl. No.	Eligibility Criteria	(Proof of Documents required /must be submitted)
1	Bidder should be a company registered under Companies Act 1956 and Companies Act 2013 since the last three years as on RFP submission date.	Certificate of incorporation & Commencement of Business (whichever applicable) should be submitted.

2	The bidder submitting the offer should have minimum average turnover of Rupees 20 Crores for the last three financial years i.e. 2015-16, 2016-17 & 2017-18. This must be the individual company turnover and not of any group of companies.	Copy of audited balance sheet of the financial year 2015-16, 2016-17 & 2017-18.
3	Bidder should have positive net worth for last three financial years (2015-16, 2016-17 & 2017-18).	Copy of audited balance sheet of the financial year 2015-16, 2016-17 & 2017-18.
4	Bidder should have executed the total order for at least 400 ATMs in Public Sector / Private Sector / Co-operative Banks in India during the last three years collectively. Out of the above at least 200 ATMs must be of the same make which is being offered.	Copy of purchase order or reference letter issued by organization evidencing the experience in Supply, Installation and maintenance of the ATMs to be enclosed along with the bid. Such documents should be in the name of the Bidder only.
5	The bidder should have at least 50 service centres across the country covering all the Zonal offices of the Bank and should be capable of expanding the service centres to support the Bank's installed ATMs. List of service centres to be enclosed as per Annexure – XVII along with an undertaking to expand the service centres to support the Bank's installed ATMs.	The bidder should submit detailed list of such support centers across India covering the locations.
6	The bidder should be either Original Equipment Manufacturer (OEM) of ATMs or their authorized representative in India.	An authorization letter from OEM to this effect should be furnished as per Annexure-X. This letter should specify that in case authorized representative is not able to perform obligations as per contract during contract period, the Original Equipment Manufacturer would provide the same.

7	Bidder should not have been black-listed by any bank / institution in India. An undertaking to this effect must be submitted in their letter head.	Self-declaration to this effect on Company letter head should be submitted.
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Note: - In this tender process, either authorized representative / distributor in India on behalf of Principal OEM (Original Equipment Manufacturer) or Principal OEM itself can bid but both cannot bid simultaneously. In such case OEM bid will only be accepted. If an agent / distributor submits bid on behalf of the Principal OEM, the same agent / distributor shall not submit a bid on behalf of another Principal OEM in the same tender for the same item or product

Note: Companies listed in NCLT as on submission date are debarred from participating in this tendering process.

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

PART –III

3.1 EVALUATION CRITERIA

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

The Stages are:

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

The Eligibility would be evaluated first for the participating bidders. The bidder, who would qualify all Eligibility Criteria as mentioned in clause 2.1, will be shortlisted for the Technical bid evaluation. A detailed technical evaluation would be undertaken for eligible bidders and only the technically qualified bidders would be shortlisted for commercial opening. **The bidder with the lowest commercial quote will be declared as 'L1' and the second lowest will be named as 'L2'.**

The offers/bids containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer/bid.

Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. Bank may treat offers/bids not adhering to these guidelines as unacceptable. The bid form and the documents attached to it shall not be detached or removed one from the other and no alteration(s) or mutilation(s) (other than filling in all the blank spaces) shall be made in any of the bid documents attached thereto. Any alterations or changes to the entries in the attached documents shall be made by a separate covering letter, in the absence of which it shall be rejected forthwith. Any decision in this regard by UCO Bank shall be final, conclusive and binding on the Bidder.

Bank will not entertain any enquiries from the Bidders post tender opening on the status of the bid, nor allow any price reductions during the course of technical or commercial evaluation, till the selected Bidder is notified. No Bidder shall contact UCO Bank on any matter relating to its offer/bid; from the time of offer opening to the time the contract is awarded. Any effort by a Bidder to influence Bank in its decision on offer/bid evaluation, comparison or contract award decisions may result in the rejection of the Bidder's offer/bid forthwith. Any decision of Bank in this regard shall be final, conclusive and binding on the Bidder.

3.1.1 EVALUATION METHODOLOGY

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

3.1.2 TECHNICAL EVALUATION PROCESS

In Technical evaluation process, the technical bid of only eligible bidders as per Eligibility Criteria in Part II, Clause 2.1 would be evaluated. The Technical evaluation will be done on a basis of comply chart provide by bidder as per Scope of work in Part IV and Technical and Functional requirements of ATMs. The Bidder should comply all points in scope of work in Part IV and all points in Annexure – XI. Bidders will be rejected from the bid process on non-compliance of any point either in scope of work or points in Annexure – XI under Bank's discretionary power. After technical evaluation commercial bids of only technically qualify bidders will be opened. Masked Bill of material must be attached in Technical offer and should not contain any price information.

3.1.3 COMMERCIAL EVALUATION PROCESS

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

- 3.1.3.1 The Bill of Material must be attached in Technical Proposal as well as Commercial Bid. The format will be identical for both Technical Proposal and Commercial Proposal, except that the Technical Proposal should not contain any price information (with Prices masked). Technical Proposal without masked Bill of Materials will be liable for rejection. Any deviations from the Bill of material/ non submission of prices as per the format shall make the bid liable for rejection.
- 3.1.3.2 The L1Bidder will be selected on the basis of the amount quoted for proposed solution quoted by them as per Annexure-XIX.
- 3.1.3.3 The optimized TCO (Total Cost of Ownership) identified in the commercial bid would be the basis of the entire outflow of the Bank for undertaking the scope of work. Any further hardware, software, licenses required to meet the performance criteria of the Bank as stated in the RFP, during the tenure of the project, would be at the cost of the Bidder.
- 3.1.3.4 Items mentioned in Annexure-XX are optional items. Bank reserves the right to purchase those items from the selected bidder/s as per business requirement after negotiation of cost. The rate quoted in Annexure-XX should valid for warranty period of machine and AMC Period. Bidder has to quote rate for each optional item. Failure in quoting rate for optional item may cause rejection of the bid.
- 3.1.3.5 The bidder will be solely responsible for complying with any applicable Export / Import Regulations. The Bank will no way be responsible for any deemed Export benefit that may be available to the bidder.
- 3.1.3.6 In case there is a variation between numbers and words; the value mentioned in words would be considered.
- 3.1.3.7 In the event the vendor has not quoted or mentioned the component or services required, for evaluation purposes the highest value of the submitted bids for that component or service would be used to calculate the TCO. For the purposes of payment and finalization of the contract, the value of the lowest bid would be used.

3.1.4 Award Criteria

After evaluation, the Bidder, whose commercial offer has been determined as the lowest, will be named as 'L1' and the second lowest will be named as 'L2'. The 'L2'

will be given a chance to match the price with 'L1' within 3 (three) days of communication. In case L2 agrees and matches the L1 price, the 2 vendors selected will be awarded the contract. The orders will be distributed between them in the ratio of **60% and 40%** respectively (on total requirement basis).

In case, L2 vendor is not agreeing to match the L1 price the next lowest will be given a chance to match the L1 price. This process will be continued till Bank gets the second vendor who agrees to match the prices of L1. In case, none of the above vendors is able to match the L1 price the whole quantity will be ordered to L1 only.

PART –IV

4. SCOPE OF THE WORK

4.1 IMPLEMENTATION

- 4.1.1 The Bank is planning to purchase 400 ATMs with front loading as per the specifications provided in **Annexure XI “Technical Specifications”** under rate contract. The machines should be covered under two year comprehensive onsite warranty and AMC for a period of five years renewable for a further two years, if desired by the bank. Bank will issue specific work order for each of the installation with location details.
- 4.1.2 The vendor must ensure before delivery that operating system as specified in **Annexure XI “Technical Specifications”** is hardened to block the services which are not required. The vendor should provide complete solution to take care of intrusion detection, port scans and other virus attacks.
- 4.1.3 The vendor should certify that full range of technology support in the form of hardware/software/spares and maintenance will be available for minimum **7 years**.
- 4.1.4 UCO BANK will be installing Front Loading ATMs across the length and breadth of the country. The vendor is required to support such installations and apart from this RFP vendor will have to enter into Service Level Agreement (SLA), Deed of Indemnity (DOI) and Non-Disclosure Agreement (NDA) in the form and manner acceptable to Bank, and the same will have to be executed with the Bank with uptime guarantee clause for all installations.

- 4.1.5 The vendor to provide technical consultancy and guidance for successful operation of the ATM and its expansion in future by the Bank during the warranty and AMC period.
- 4.1.6 Two copies of Acceptance Test Procedure document of all testing, installation, commissioning activities carried out including the final results to be submitted before issue of acceptance certificate by the Bank, one to the ATM's location and other to the DIT, HO-2 UCO Bank, Kolkata. The vendor shall submit the relevant test certificate/guarantee certificate/ licenses along with the supplies, installation and acceptance, as applicable to ATM location.
- 4.1.7 The vendor shall ensure proper Grouting of the ATM as per specifications as part of installation activity without any additional cost to the Bank. The vendor shall ensure proper grouting of the ATM to the floor at each location. Bolts have to be fixed into the concrete and install ATM on the bolts. Bank can permit to grout the ATM with anchor fasteners without digging the floor if required.(to be separately in technical specification).
- 4.1.8 The machines should have inbuilt software for enabling receipt printing in Hindi and English as well as regional languages like Assamese, Bengali, Gujarati, Kannada, Malayalam, Marathi, Odia, Punjabi, Tamil and such other vernacular languages desired by the Bank.
- 4.1.9 The vendor will deliver along with the ATM, 5 rolls of receipt paper of 400 meters each & 5 rolls JP Paper of 200 meters for each ATM.
- 4.1.10 ATMs should have color as per Bank's branding. The color of the ATM will be on the lower front portion of the ATM along with adjacent two sides and Bank will provide the CDR file of the artwork. The vendor should ensure that color should have a life of minimum warranty period of 2 year plus 5 year of AMC period.
- 4.1.11 The Vendor is required to submit one set of OEM's complete technical documentation in soft as well as hard copies.
- 4.1.12 ATM/ATMs deployed will be color branded as documented in the Site Standardization Manual of the Bank and the same will be provided by the Bank.

- 4.1.13 The Vendor will be required to install ATMs by disabling cash retraction facility. The disabling of cash retraction facility should be mentioned in the installation report submitted to concern Branch and Zonal Office.
- 4.1.14 The vendor should ensure the proper verification of earthing voltage within acceptable range before ATM installation.
- 4.1.15 ATMs should have cut-off circuit, Isolator to protect the critical ATM electrical and electronic parts viz. SMPS, Mother Board, hard Disk, Sensors etc. from sudden spikes in voltage/current from UPS/RAW power.
- 4.1.16 The vendor has to ensure that any equipment supplied as part of this RFP should not reach end of support or end of life for at least seven years postdate of acceptance of such equipment by the Bank. In the event if any equipment supplied by the vendor, reaches either end of support or end of life as stipulated in this clause, within the period of 7 years, the vendor has to immediately replace/upgrade the equipment at no additional cost to the Bank.

4.2 SWITCH INTEGRATION

- 4.2.1 The ATMs have to be interfaced with Bank's Electronics Financial Transaction Switch. The successful bidder has to submit the Switch certificate indicating the successful integration of the proposed Model of ATMs with ITM Euronet switch without any cost to the Bank. The switching interface may be changed as per requirement of the Bank and same will be intimated to the vendor in advance.
- 4.2.2 The Bank proposes to connect ATM to its Euronet Switch. The vendor will take total responsibility for supplying, installation and Maintenance of ATM and making them operational with integration to Euronet switch within the schedules as mentioned for delivery and installation without any additional cost to Bank. It is the responsibility of the vendor to obtain necessary licenses from Euronet Switch.
- 4.2.3 The vendor has to ensure that such compatibility must also be available with any other Switch that the Bank may go in the future, during the period of the contract without any extra cost to the Bank. The vendor shall provide integration with the new switch at mutually agreed cost. The schedule given by the bank will be obliged by the vendor.

4.3 OS AND SOFTWARE COMPATIBILITY

- 4.3.1 The vendor must ensure before delivery that Hard disk is encrypted and operating system is hardened to block the services which are not required. The vendor has to provide comprehensive white listing solution to prevent the machine from any cyber-attack, intrusion, virus, worm, malware, Trojan any other malicious software or similar vulnerability known as on date as well as future emergence. The vendor to ensure implementation of only essential services and the security to the satisfaction of Bank's IT Security team. In case of any deviation / vulnerability, vendor to revert back to system hardening, post blocking as specified by Bank at no extra cost to Bank within shortest possible time. If any loss occurs to the bank due to not following the mentioned items then the vendor undertakes to pay the amount of loss occurred to bank along with penalty if any levied within 7 days of incident happened or bill raised by bank whichever is earlier.
- 4.3.2 In the event of Original Software Developer ceasing support to the existing operating system within 7 years (2 years warranty & 5 years of AMC period), the vendor shall upgrade and install the latest higher version of operating system and all application software supporting the operating software for satisfactory function of ATM on all ATM deployed with no extra cost to Bank. The vendor shall also upgrade hardware required to support the higher version of operating system (if required) at mutually agreed cost during the Contract period (2 year warranty & 5 Year AMC)
- 4.3.3 For upgradation/ updation of software pertaining to ATM for the purpose of enhancing their functionality to meet mandatory compliance from regulatory authorities or by bank with no extra cost to bank. For replacement/ addition of hardware component, if required, to meet mandatory regulatory compliances will be done on mutually agreed terms.
- 4.3.4 The vendor shall be responsible for timely applying/loading of all the software patches into all the individual ATM, other Hardware if any during the Warranty and AMC period. This job has to be done as a part of Warranty and AMC support services, without any extra cost to the Bank.
- 4.3.5 In future, if any configuration changes are required in the ATM, it should be done by the vendor during warranty and AMC period at mutually agreed terms. However, Bank will intimate the vendor well in advance for doing such configuration changes. Configuration changes may be done either centrally or remotely. However If the vendor personnel is required at the remote place as informed by the Bank, the vendor shall arrange the personnel to make such configuration/cooperation at the respective location at mutually agreed terms.

- 4.3.6 Only licensed copies of software & hardware shall be supplied and ported in the ATM. The vendor shall grant irrevocable license to the Bank to use the software. Further, all software supplied shall be of latest version. All licenses should be provided to the bank and will be the property of the Bank.
- 4.3.7 The vendor to ensure that the time bound admin access to the OS is controlled by dynamic password.
- 4.3.8 **Multi-vendor software compatibility:** The vendor shall agree that the Bank reserves the right to bring in Multi-vendor software, hardware and if such a solution is contracted with a third party other than the vendor, the vendor agrees to cooperate with the bank for continued functions.

4.4 MAINTENANCE

- 4.4.1 During the Warranty and AMC period, the vendor shall extend the On Site Service Support. The scope of Warranty and AMC shall include fixing the ATM problems, Upgradation (required in cases like end of support or regulatory guidelines etc.), supply, installation and implementation of upgraded versions of software (updates/ upgrades), Rectification of Bugs/defects if any, quarterly preventive maintenance of Hardware/Software, reinstallation of firmware/ software, reconnection of EJ agent whenever required without any additional cost.
- 4.4.2 ATM should have design which provides protection from Rats, snakes etc. to infiltrate in the machine. The vendor have to arrange for replacement of the damaged part / replacement of machine as the case may be during the life of ATM in case of any loss due to Rats, snakes etc. Bank will not entertain any claim of any part damages by Rats, Snakes etc.
- 4.4.3 Bank will pay for replacement of parts on chargeable basis only in case of damage due to theft attempt/burglary/vandalism and force majeure during the contract period. In such cases vendor should submit the proof of such events while submitting the quotes for replacement on chargeable basis. Bank will not entertain claims like damage due to fluctuation in powers, AC not working, damage due to rodents etc.
- 4.4.4 On receipt of Bank's approval for parts replacement, repair/replacement has to be carried out and completed within 48 hours, else, the delay will be counted as downtime and penalty will be levied @Rs. 1000/- per day for every day of delay beyond TAT up to maximum limit or Rs. 0.50 lacs per instances. This penalty will be apart from downtime penalty.

- 4.4.5 If any particular machine is frequently becoming out of order for mechanical reasons for more than three times in a month and for two consecutive months, the Bank may ask the vendor to replace the machine and vendor should replace the machine with another new machine at no extra cost to the Bank. Mechanical faults cover machine down due to faulty parts.
- 4.4.6 During the warranty and AMC period, the vendor is bound to do all hardware spares replacement in order to maintain the required uptime, without extra cost to Bank covering all parts & labour from the date of acceptance of the systems by Bank at the respective locations i.e. on-site comprehensive warranty. Under Annual Maintenance Contract all parts & labour should be covered for on-site support. Bank, however, reserves the right to enter into Annual Maintenance Contract (AMC) agreement either location-wise / Zone-wise or from a single centralized location.
- 4.4.7 The vendor shall provide for engineer visits for all activities required to be carried out as per this Scope as well as on Bank's request for implementation of all regulatory compliance issued by GOI/ regulatory authority at no extra costs to the Bank.
- 4.4.8 The vendor should perform the various activities apart from scope of services defined during warranty and AMC at the instance of Bank like IP changing activities, changes in cassette configurations, assisting custodian to change combination lock password, loading of additional screens without any additional cost on account of Engineer visit charges during warranty and at a mutually agreed cost during AMC period.
- 4.4.9 The vendor will be responsible for providing image data as and when required by retrieving from the machine physically without any cost to Bank. In the event of vendor failing to provide the image data as per bank's requirement the Bank shall levy penalty equivalent to the amount of disputed transaction plus penalties imposed by police/regulator /ombudsman court etc. Such data will have to be provided within 24 hours from the requisition by the bank.
- 4.4.10 Service Support is defined specifically as helpdesk, update/enhancement, upgrade, technical guidance, technical consultancy, enablement of features and functionality, problem solving and troubleshooting, providing technical solution, rectification of bugs, enabling features of the software already provided, providing additional user controlled reports, Changes in configuration & settings, device configuration, enabling parameterized

features, future product information, migration, manpower resource allotment for pre-planned activity, co-ordination for changes in structure, etc. without any additional cost to the bank.

- 4.4.11 Preventive maintenance shall be compulsory during Warranty and AMC period. Preventive maintenance activity should be completed every quarter and report should be submitted to the branch officials with a copy to respective Zonal Office. Preventive maintenance activity should take care of physical verification, device configuration verification, device health check-up, cleaning of devices, fine-tuning the configuration, security check-up, verification of bugs/patches, taking backup of DVSS (on media provided by the Bank) and handing over to branch etc. During Preventive maintenance, the engineer should also check the earthing voltage at the site and inform the branch in case of any issue. **Preventive Maintenance includes full and thorough check-up of the machine to identify faults, vital parts and EJ connection as well as DVSS availability and resolve the same if any.**
- 4.4.12 The vendor shall provide centralized complaint booking facility to the bank and the dash board, if available, shall be provided to the Bank. The method of booking complaints shall be E-mail, Toll-free no, on line web portal, through onsite support personnel etc. The complaint should be accepted based on branch code, ATM ID, branch name and location and it should be possible to lodge bulk complaints centrally from Head Office/Zonal Office.
- 4.4.13 The vendor will not deny the lodging of call based on ATM ID maintained by Bank. The vendor will provide URL for real time view of lodge complaint status.
- 4.4.14 Escalation matrix should be provided for all kinds of support, technical, resolving of the issues.
- 4.4.15 **Spare Parts:** The vendor shall make available the spare parts, components etc. as mentioned in **Annexure XX of RFP** for the systems for a minimum period of 7 years, during warranty and AMC period. Vendor has to replace the Items not mentioned in **Annexure XX** of RFP, if required without any extra cost to the Bank.
- 4.4.16 **Consumables:** Bank will consider the following as consumables viz., Cartridges, Ribbons, Paper Rolls. All other items must be covered under Warranty & AMC.
- 4.4.17 The ATM should be capable of working without air-condition environment.

- 4.4.18 The Vendor to ensure that customer data are saved in the machine as per the format/controls specified by regulator/Bank.
- 4.4.19 The vendor shall provide FLM, SLM, Preventive Maintenance (once in a quarter) and AMC services.
- 4.4.20 If bank desires, the vendor required to provide training to branch officials along with preventive maintenance without any cost to the Bank.
- 4.4.21 In future Bank may engage the services of a Managed Service Provider (MSP) for providing following services:
- I. Cash Services (Loading and Unloading)
 - II. First Line Maintenance (FLM)
 - III. Consumable Replenishment
 - IV. Online status monitoring
 - V. DVR monitoring
 - VI. EJ, Image pulling & Screen Content distribution
 - VII. Incident Management
- 4.4.22 The vendor shall provide all necessary support including training to the MSP and installation of EJ client on each machine. The report of the MSP will be considered as final for arriving at end-user availability for the purpose of SLA and penalty calculation. Now the same support should be given to bank.
- 4.4.23 All repairs and maintenance service described herein shall be performed by qualified maintenance engineers totally familiar with the machine/equipment.

4.5 DVR

- 4.5.1 The vendor has to ensure that DVR images are stored in ATMs on first-in-first-out basis at least for six months.
- 4.5.2 The vendor to ensure that time print of the DVR of transaction exactly tallies with transaction time printed in EJ. Vendor to ensure that DVR images and Video are provided within 24 hours from the lodging of the call from vendor/Bank.
- 4.5.3 The image/video data stored on hard disk should be periodically taken as backup and handed over to the concerned branch within stipulated timeframe. In case the vendor fails to provide the image/ video data related to any event not older than 90 days when requested by the Bank,

the loss or damage for not being provided the data will be recovered from the vendor.

- 4.5.4 The hard disk should be able to store the image for a period of at least six months. The image data should be retrievable remotely to address any dispute or as a response to police/ regulatory authorities. The data should be stored securely and must be accessible only to authorized personnel.

4.6 VOICE GUIDANCE- TALKING ATMS

- 4.6.1 The vendor should provide end to end solution and implementation, including server/switch application component (without any additional cost to the Bank) suitable for visually challenged persons (with audio support) for all above ATM in Regional languages, Hindi & English. The ATM should have Voice Guidance flow enabled for the visually challenged along with Text to Speech, web extension services, EPP /functional keys based voice guidance support with internal speakers & jack. The vendor should also participate in the testing and end to end implementation and rollout without any additional cost to the Bank. The vendor shall undertake complete end-to-end installation & operationalization of ATM including integration with switch. The ATM machine should include all features including Braille keyboards, Function Display Keys that supports visually, physically handicapped persons.
- 4.6.2 The vendor should also undertake to customize display screens in graphic mode in any language (Hindi, English and Regional Language) and also for touch screen format for all transactions undertaken on ATM. It is the responsibility of the vendor to deploy the display screens in ATM as and when the PURCHASER makes any modifications in ATM without any additional cost in the tenure of the Contract including AMC period, if contacted. The details of Regional Languages will be provided to the vendor.

4.7 GOVERNMENT/RBI MANDATE

- 4.7.1 In future, pursuant to RBI or any other regulatory authority's directives for any development/implementation for any functionality, or due to Industry level changes or as per Bank's requirement, (which may require software/hardware changes), the same should be provided to the Bank without any additional cost.
- 4.7.2 Bank may require starting new product/ functionality/ features in future on these machines. The vendor to provide any patch support (if required for

such new functionality/feature) in mutually agreed cost during contract period for successful implementation.

- 4.7.3 ATM deployed shall comply with RBI, IBA, EMV, NPCI/PCI/ NFS guidelines as on the Effective date of the agreement. If any new guidelines are issued by these organizations, the vendor shall arrange for its compliance/ upgradation without any extra cost to the Bank.
- 4.7.4 The vendor should provide one ATM of same configuration / features as a test bed to the Bank free of cost. The same has to be delivered and installed at address advised by the Bank. The UAT & Preproduction test has to be completed within 30 days of acceptance of purchase order with integration of the switch. The switch compliance certificate has to be obtained from Euronet Switch. The UAT & Preproduction tests signoff has to be done with Bank with ref. to the scope

4.8 DELIVERY & INSTALLATION

- 4.8.1 The vendor should allow the managed service vendor to carry out First Level Maintenance (FLM) services and other related activities including connecting the alarm system, digital video surveillance system & hooter wiring the ATMs.
- 4.8.2 The vendor is required to support Managed Service Provider agent installations(if any) and will have to enter into SLA for end user uptime guarantee of minimum 97%(calculated in quarterly basis) for each machine for minimum 7 years (two years warranty + five years AMC). The vendor shall also provide remote support to the MSP or Bank for maintaining 97% upward uptime.
- 4.8.3 The vendor should provide, maintain the patch cord (CAT 6 Cable) of required length at the site from I/O port to ATM without any extra cost to Bank during warranty and AMC period. The vendor required to attend the LAN cable issues from I/O port to ATM under warranty and AMC period without any extra cost or visit charges to Bank. The damaged patch cord to be replaced without any extra cost during warranty and AMC period.
- 4.8.4 The vendor should provide all the software and other utilities required for facilitating integration, interface with Digital Image Surveillance Systems, Alarm Systems, E-Surveillance System, Multi-Vendor Software for these ATMs without any additional cost to the Bank.

4.8.5 The vendor shall submit a branch and zone wise Project Completion Report (PCR) duly signed by branch officials to Zonal Office and Head Office containing branch wise details viz., SOL ID, date of issuance of purchase order, date of delivery, date of installation at the specified location, date of removal of old ATMs if any, Serial number of the ATMs and date of start of warranty for all the ATMs installed at various locations on fortnightly basis till the completion of project. Same report also required to be submitted by the vendor on the request of department. Project Completion Report shall contain details of site, equipment, cabling etc. Project Completion Report should be comprehensive to enable the bank to refer to any details at a future date in case of faults/errors or maintenance/upgradation.

4.8.6 For smooth completion of the project the vendor should identify one of its representative's at all zonal office locations and UCO Bank Head Office, Kolkata as a single point of Contact for the Bank.

4.9 SHIFTING COST

4.9.1 Bank reserves right to request diversion of machines from one site to another which are yet to be dispatched except for diversions from non-entry / road permit state sites to states that require entry / road permit. If any such machines are yet to be shipped the Successful bidder shall bear the entire expenditure incidental to such diversion.

4.10 BIOMETRIC AND EMV INTEGRATION

4.10.1 The ATM should comprise and supplied with STQC certified Biometric device and should be able to capture and process transactions through EMV (acquirer) Cards.

4.10.2 The vendor should integrate with the bank switch or any other switch in future if Bank migrates to other switch during contract period as & when required by bank at mutually agreed terms, for supporting Biometric and EMV enabled transactions. The certificate with Bank's switch service provider for offered model should not be more than six month old.

4.10.3 The vendor will supply, install & provide certification of ATMs with UIDAI enabled Biometric finger print scanners (as per **Annexure XI "Technical Specifications"**) and make them operational without any cost to bank.

4.11 EJ CONNECTION

4.11.1 The vendor should load the Bank's approved software agent for EJ/Image pulling & Screen Content distribution and must coordinate with EJ/Image &

Screen Content vendor to ensure that EJ pulling services are not disrupted. If the EJ agent is found to be disabled/disconnected, the vendor shall restore it with no extra cost to bank on T+1 basis. If the vendor is not able to rectify/resolve the disabled or disconnected sites for EJ pulling, a weekly penalty of Rs.1000/- per incident per machine will be charged if the fault is pending beyond T+1 with Successful vendor. Any loss/penalties suffered by Bank due to disconnection of EJ will be recovered from the vendor.

4.11.2 The vendor will be required to enter into tripartite agreement with Bank and MSP vendor (if any, required in future) for smooth ATM operation and EJ, Image pulling and screen content distribution services to avoid / pay any penalty.

4.11.3 The vendor will provide Engineer certificate regarding fate of any disputed transaction if required by Bank on T+1 basis without any cost to Bank. If Engineer Certificate is not provided by the vendor within the timeframe, any loss suffered by the Bank will be recovered from the vendor.

PART-V

5.1 ORDER DETAILS

The Bank intends to deploy 400 ATMs over a period of **24 months** through a rate contract. Quantity mentioned above is only indicative and likely to increase or decrease based on Bank's requirement. Bank will issue specific work order for each of the installation with location details. The machines should be covered under two year comprehensive onsite warranty and AMC for a period of five years renewable for a further two years, if desired by the bank. The purchase order will be placed by the Bank from its Head Office and payment will be made by Head Office. Performance Bank Guarantee will be required to be submitted at Head office. Any decision of the Bank in this regard will be final & conclusive and binding upon the vendor.

5.2 RIGHT TO ALTER QUANTITIES

The Bank reserves the right to alter the number of ATMs specified in the tender in the event of changes in plans of the Bank. Any decision of BANK in this regard shall be final, conclusive and binding on the vendor. The bank reserves the right to place order for **additional 25% ATMs** at cost discovered through RFP during the contract period with the same terms and conditions. Banks is not obligate to

purchase all the quantity of the ATMs as mentioned above. Bank reserves the right to alter the quantities at any time without prior notice to the selected vendor(s).

5.3 CONTRACT PERIOD

The contract period for Supply, Installation & Maintenance of 400 ATMs will be for a period of **Nine Years** from the date of Agreement (SLA). The machines shall carry warranty for a period of 2 years from each installation and accepted by the Bank.

SLA will cover performance and availability of the solution deployed for a period of Seven years(2 Years warranty and 5 Years of AMC) from the date of each installation and acceptance by the bank. The performance of the vendor shall be reviewed monthly, if not found satisfactory, Bank may terminate the contract at its sole discretion by giving three months' notice without assigning any reasons. Any offer falling short of the contract period is liable for rejection. The vendor however shall keep the price valid for a period of two years from the date of agreement.

5.4 PERFORMANCE BANK GUARANTEE

The vendor, within 30 days from the date of purchase order will have to furnish a Performance Bank Guarantee, format as per Annexure-III of the RFP, issued by any scheduled commercial bank equivalent to 10% of the average cost of the ATMs (Average cost of 400 ATMs each) valid for **4 years with 3 months** additional claim period from the date of purchase order. Upon furnishing the Performance Bank Guarantee, the EMD of the vendor shall be returned. Successful bidder has to submit fresh Bank guarantee covering 10% amount of AMC of ATMs valid till **9 years with 3 months** claim period of ATMs installed at that particular time through this RFP. The Performance Bank Guarantee shall act as a security deposit and either in case the vendor is unable to start the project within the stipulated time or start of the project is delayed inordinately beyond the acceptable levels or in the event of non-performance of obligation or failure to meet terms of SLA during the contract period (2 year warranty and 5 years of AMC), the Bank shall be entitled to invoke the Performance Bank Guarantee without notice or right of demur to the Vendor. Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the vendor is not able to fulfill any or all conditions specified in the document or is unable to complete the project within the stipulated time. This is independent of the LD on Delivery and installation.

5.5 DELIVERY AND INSTALLATION

- 5.5.1 The selected bidder shall deliver the machines within Six Weeks in North East Area and in states where road permit is needed and within Four weeks in rest of the country from the date of receiving the purchase order over e-mail/letter and operationalize it within 1 week from the date of receiving the intimation over e-mail/letter from the Bank failing which the Bank reserves its right to levy liquidated damages.
- 5.5.2 If however, the delay is caused by any action pending from the Bank end, the corresponding period will not be considered while calculation of delay period.
- 5.5.3 Pre-shipment Quality Inspection certificates for all equipment are to be submitted along with the invoices to the Bank.
- 5.5.4 The ATMs to be supplied & installed must be new (not refurbished) in any case. Technology used in the ATM should be latest and no-obsolete/near obsolete technology should be used.
- 5.5.5 The successful bidder to obtain transit insurance cover for the ATMs from their factory/godown to the ATM installation site.
- 5.5.6 The successful bidder is required to transport the Goods to a specified place of destination within India, defined as the Project Site, transport to such place of destination in India, including insurance, and the related costs shall be included in the quoted Price. Cost for obtaining necessary road permits and other related permits will be the responsibility of selected bidder.
- 5.5.7 Bank reserves right to request diversion of machines from one site to another which are yet to be dispatched except for diversions from non-entry / road permit state sites to states that require entry / road permit. If any such machines are yet to be shipped the Successful bidder shall bear the entire expenditure incidental to such diversion.
- 5.5.8 Partial or incomplete or damaged delivery of materials will not be considered as delivered of all the ordered materials. Date of delivery shall be treated as date of last material delivered to the ordered locations if materials are not damaged. In case materials are delivered with damage, Date of delivery shall be treated as date of replacement of damaged material with new one. Delivery payment shall be paid against completion of delivery of all the ordered materials without any damage and proof of delivery duly certified by Bank's Officials, along with delivery payment claim letter.

- 5.5.9 The installation of machine will be deemed to complete when all the Hardware/Software/products specified in Annexure-XI have been supplied, implemented and made operationalized as per the specifications and satisfactory acceptance given by the Bank. The Bidder has to resolve any hardware, system software, related problems during successful installation and operationalisation of the machine before the final sign off/verification.
- 5.5.10 All the equipment supplied by the Bidder shall be legal and Bidder shall indemnify to Bank to this effect.
- 5.5.11 Any license, if required, need to be provided by the successful bidder. The successful bidder is solely responsible for any legal obligation related to licenses during the entire contract period.
- 5.5.12 The equipments are considered accepted (Commissioned and Operationalized) after signing the Acceptance Test Plan (ATP) document jointly by the representative from the Bank and engineer from the successful bidder. The component level checking for individual item may be included during the acceptance test.
- 5.5.13 For each site, the Successful bidder is expected to provide a minimum of one set of media and documentation for equipment including software license certificate.
- 5.5.14 Vendor will provide one set of ATM Software recovery media per ATM installed in the branch. Vendor will also supply the software in ATMs to support central distribution from remote Centralized location through standard interface. Vendor will provide licenses/rights in favour of the Bank to use all the software supplied by the already mentioned.

5.6 DISPOSAL OF OLD ATMs

The Bank proposes to offer approximately 200 to 400 ATMs under buyback. The machines under buyback may not necessarily be from the site where new machine is to be installed. The number of ATMs under buyback may not be in the ratio of 1:1 and may be less than 1:1. The vendor must agree to buyback of existing Diebold, NCR, Vortex and Wincor make ATMs on "AS IS WHERE IS" basis, preferably in same district or city. The entire process of removing of old ATMs from the existing sites will be done by selected bidder without any extra cost to the Bank. Wherever necessary, the vendor should also undertake de-installation of existing CDs/ATMs and installation of new ATM on the same day to minimize the downtime of ATMs and handover the hard disk, EPP, Currency cassette of the old ATM to the respective branches. This should be done as part of the project and vendor should take back existing ATM and install the new ATM simultaneously.

Bank will release the payment to the vendor after adjustment of the cost of old ATMs/CDs (buyback cost) finalized as per RFP on confirmation of replacement & removal of old ATMs from sites. The Purchase Order will specify whether it is replacement order under buyback.

5.7 PAYMENT TERMS

Orders for ATMs shall be placed by the Head Office-II, BPR & BTD, Salt Lake, Kolkata. The vendor shall give acceptance within 7 days from the date of receipt of the order. However, Bank reserves right to cancel order, if the same is not accepted within 7 days from the date of receipt of order.

- No advance payment will be made.
- 90% of the value of the equipment will be paid after delivery & completion of successful installation of the ATM and the same going live on Bank's network. The payment will be made on receipt of the invoices along with duly certified installation report (as per annexure XVI) from the respective Branch Head.
- In case any components of the ATM are found to be defective / damaged, payment in respect of such ATM will be withheld by BANK till the defective component or the ATM itself is replaced. Bank's decision as regards replacement of the defective part or the entire ATM shall be final, conclusive and binding on the selected bidder.
- The balance 10% of value of the equipment will be paid after the warranty period or on submission of a Performance Bank Guarantee (BG) to the payment authority for equivalent amount till warranty period.

5.8 PAYING AUTHORITY

The payments as per the Payment Schedule covered hereinabove shall be paid by the Head Office of UCO Bank. However, Payment of the Bills would be payable, on receipt of advice/confirmation for satisfactory delivery/ installation/re-installation, live running and service report from the concerned branches/ offices duly signed by the engineer and Bank official where the purchased equipments have been delivered. Also the bidder has to submit the certificate of insurance covering all the risks during transit, storage, installation, commissioning, testing and handling including third party liabilities.

Note: In case of States having Road Permit /entry tax, the successful Bidder will have to liaison with local tax authorities at each of the locations to obtain the necessary permissions from the respective authorities. Obtaining the necessary permission will be the responsibility of the Bidder. The Bank will not arrange for any Road Permit / Sales Tax clearance for delivery of ATMs & other equipments to

different locations. UCO Bank will not provide any C Form or Way Bill etc. Clearance of the equipment from Tax Authorities would be the responsibility of the bidder. Delay in delivery due to these will be considered under liquidity damage.

5.9 WARRANTY & AMC

5.9.1 WARRANTY

The Selected bidder shall provide warranty for all the ATMs. The period of warranty will be 2 year from the date of installation.

During the warranty period the Selected bidder should maintain the acceptance criteria and shall be responsible for all costs relating to service, maintenance (preventive and corrective), technical support and transport charges from and to the sites in connection with the maintenance of the solution or any components/ parts there under, which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified.

Selected bidder shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of all equipment, accessories etc. covered by the offer. Selected bidder must warrant all equipment, accessories, spare parts etc., against any manufacturing defects during the warranty period. During the warranty period selected bidder shall maintain the equipment and repair/replace all the defective components at the installed site, at no additional charge to UCO BANK.

Warranty should not become void if UCO BANK buys any other supplemental hardware from a certified third party and installs it with these equipments. However, the warranty will not apply to such hardware items installed. The obligations under the warranty expressed above shall include all costs relating to labour, spares, maintenance (preventive & unscheduled) and transport charges from site to manufacturer's works and back for repair/replacement at site or any part of the equipment which under normal & proper use and maintenance proves defective in design, material or fails to conform to the specifications.

5.9.2 **ANNUAL MAINTENANCE CONTRACT**

5.9.2.1 The bidders shall quote AMC Charges for ATM for a period of five years after the initial comprehensive onsite warranty period of **two year** in commercial bid.

5.9.2.2 During AMC period Bank will pay AMC for ATMs only. The Bank shall not pay any separate AMC charges on any software supplied and installed to meet the requirements of this RFP.

5.9.2.3 Preventive maintenance activity should be carried out **once in a quarter** and report should be submitted to the Bank duly signed by the Branch officials with seal. This is apart from the break down maintenance.

5.9.2.4 The AMC payment will be made by respective Zonal Offices on quarterly basis in arrear subject to satisfactory services rendered by the bidder. Also at the time of claim of AMC payment, bidder has to submit following documents along with invoices:

a. **The preventive maintenance certificate duly signed by branch officials with seal should also include following points:**

- Earthing status
- Power status
- Successful EJ connectivity with docket number

b. **Accepting certificate** by concerned branch regarding delivery of DVSS images for the quarter as per Annexure-XXIII.

c. **Call lodge details** ATM wise in tabular form and in excel mentioning.

- I. ATM ID,
- II. Call lodge number,
- III. Problem Description,
- IV. Call lodge date time,
- V. Call closure date time,
- VI. Time elapsed (Between call lodge & call closure),
- VII. Call type,
- VIII. ATM Status (Working/Not Working)
- IX. Issue identified,
- X. Field Engineer name,
- XI. Field engineer mobile number and
- XII. Other relevant information.

d. **Downtime report** duly certified by bank's official.

5.9.2.5 Bank reserves its right to decide whether or not to enter into AMC with the successful bidder, for the post warranty period.

5.9.2.6 In case Bank decides to enter into Annual Maintenance Contract, the successful bidder shall ensure that the type of support/maintenance services extended for hardware during the AMC period of 5 years after the initial comprehensive onsite warranty period of two year, is similar to the support/maintenance extended during warranty period.

5.9.2.7 The Bank shall have the option to terminate the service contract at any time during the contract period by giving a written notice of 30 days, without assigning any reason thereof. However, the selected bidder shall commit himself to service for a minimum period of 7 years, unless the service contract is terminated by the Bank and the selected bidder will have no right to terminate the contract within this period.

5.9.2.8 Within the period of warranty / maintenance cover as stipulated above, the Bank shall have the right to shift the supplied ATM to an alternate site of its choice before or after installation. Cost, if any, for shifting the ATM's/Infra Equipment etc. after installation of ATM at the identified site will be borne by the Bank.

5.9.2.9 During the AMC period [if contracted] Bank may, by notice of not less than 30 days in writing to the bidder, modify or delete either any location or all locations, either partial items or all items of the Annual Maintenance Contract.

5.9.2.10 The selected bidder is required to make available spare parts for the systems for the contract period. Thereafter, selected bidder will give at least twelve months' notice prior to discontinuation of support services.

5.10 UPTIME

5.10.1 Selected bidder will classify Maintenance Service calls from Customer in two (2) categories

- **A Calls** i.e. severe defects in Equipment resulting in ATM being completely dis-functional;
- **B Calls** i.e. operational defects in Equipment but unlike Equipment in A Calls ATMs are still functional and usable; and Selected bidder will use reasonable

industrial efforts to respond to agreed response times as set out below (unless otherwise agreed) for:

Type of Call	A-Call	B-Call
Metro & State Capital Centers	2 Hours	4 Hours
Urban Centers (Other than Metro & State Capital Centers)	4 Hours	8 Hours
Semi urban & Rural Centers	4 Hours	12 Hours

Downtime for any particular ATM should not exceed more than 4 hours for a single incident of failure.

5.10.2 The “**Uptime**” is, for calculation purposes, equals to the Total contracted hours in a month less Downtime. The “**Downtime**” is the time between the Time of notifying/ call-lodge Failure and Time of Restoration within the contracted hours. “**Failure**” is the condition that renders the bank unable to perform any of the defined functions on the ATM/ Equipment. “**Restoration**” is the condition when the selected bidder demonstrates that the ATM is in working order and the Bank acknowledges the same.

5.10.3 If the Bidder is not able to attend the troubleshooting calls on ATMs working due to closure of the branch/ non-availability of access to the ATMs, the uptime will be taken from the opening of the branch for the purpose of uptime calculation.

5.10.4 The Downtime calculated shall not include any failure due to bank/ Non-availability of Network and down time during the time of preventive maintenance activity and Force Majeure. However selected bidder shall inform the Bank (Branch/Concerned Zonal Office) 7 days in advance before doing preventive maintenance or pre-planned activity.

5.10.5 Uptime shall be calculated on a quarterly basis and shall be counted from the time the call is identified as a call requiring an Engineer’s visit. Uptime percentage will be calculated as:

$$\frac{(\text{Total hours in quarter} - \text{Downtime hours in quarter})}{(\text{Total hours in quarter})} \times 100$$

5.10.6 In case of any disputes in uptime, it should be resolved amicably/mutually agreed upon. However the successful bidder shall submit the necessary proof that the failures are not on account of hardware & software of the ATM and its related equipment.

5.11 PENALTY

- 5.11.1** The Bidder shall perform its obligations under the service level agreement entered into with the Bank.
- 5.11.2** 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.
- 5.11.3** Bank may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of bidder.
- 5.11.4** ATMs kept down by successful bidder for replacement of parts on chargeable basis due to fluctuation in powers, AC not working, damage due to rodents will be considered under downtime and a penalty will be levied accordingly.
- 5.11.5** 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 its right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.
- 5.11.6** SLA violation will attract penalties.
- 5.11.7** The selected bidder shall ensure uptime of individual ATMs (to be calculated on quarterly basis). If the selected bidder fails to guarantee the required uptime, the Bank shall, for every one percent or part thereof decreases in guaranteed quarterly uptime for each ATMs/equipment, impose penalty as mentioned below.

Centers	Percentage guaranteed quarterly uptime	Penalty for every one percent or part thereof decrease in guaranteed quarterly uptime for each ATMs/equipment
Metro & State Capital Centers	98%	₹ 5,000.00
Urban Centers (Other than Metro & State Capital Centers)	97%	₹ 5,000.00
Semi urban & Rural Centers	96%	₹ 5,000.00

The selected bidder will ensure minimum uptime as prescribed above of individual ATMs (to be calculated in quarterly basis) during the contract

period (2 year warranty and 5 year AMC period). Vendor is expected to submit the uptime report within 7 days after expiry of every quarter. Failure to submit the uptime reports will entitle the Bank to levy the maximum penalty as detailed above from quarterly bill.

- 5.11.8** The method of booking complaints shall be E-mail, Toll-free no, on line web portal, through onsite support personnel etc. or any other mode as Bank may decide. The complaint should be accepted by selected bidder based on branch code/ATM ID/branch name or location and it should be possible to lodge bulk complaints from administrative units also.
- 5.11.9** Delay if any on account of procurement of spares will not be exempted while reckoning the Service Level Agreement (SLA) uptime is mentioned above.
- 5.11.10** The above penalty shall be applied for each location separately and shall be deducted from the AMC amount or any other amount payable to successful bidder.
- 5.11.11** In case of down time due to faults in ATMs supplied by the bidder during Warranty and AMC period, the bidder shall ensure to provide equivalent standby equipment before taking the faulty equipment for repair.
- 5.11.12 During the warranty period:** The maximum penalty levied per ATM location shall not be more than the following year AMC amount quoted by the selected bidder for the location per quarter.
- 5.11.13 During the AMC period:** The maximum penalty levied per ATM location shall not be more than the respective years AMC amount payable, if contacted, for the location per quarter.
- 5.11.14** During warranty period, the penalty would be recovered from the vendor from the retention amount (Amount kept in terms of BG) or any other payment towards AMC invoice submitted by the successful bidder.
- 5.11.15** Bank may recover such amount of penalties due to delay in service from any payment being released to the vendor, irrespective of the fact whether such payment is relating to this contract or otherwise. The same may be recovered from the payment due towards the vendor or from the retention money at the end of contract period.
- 5.11.16** The sum total of penalties will not exceed 10% of the Total Cost of Ownership (TCO) within the contract period. Thereafter, the contract/purchase order may be cancelled and Performance Bank Guarantee may be revoked.

5.11.17 If any penalty/fine is charged on the Bank due to non-generation/faulty generation of JP Roll/EJ the same to be recovered from pending bills of the vendor. If the EJ agent is found to be disabled/disconnected, the vendor shall restore it with no extra cost to bank on T+1 basis. If the vendor is not able to rectify/resolve the disabled or disconnected sites for EJ pulling, a weekly penalty of Rs.1000/- per incident per machine will be charged if the fault is pending beyond T+1 with Successful vendor. Any loss/penalties suffered by Bank due to disconnection of EJ will be recovered from the vendor.

5.12 FUNCTIONALITY REQUIRED

- Multi-lingual screens (minimum 3 languages i.e. one local regional language of the state, Hindi & English where ATM is installed) as per UCO Bank's requirements to be supported.
- Customer receipt in minimum 3 languages (i.e. one local regional language of the state, Hindi & English where ATM is installed) as per UCO Bank's requirements to be supported and image printing.
- Withdrawals – From all account types
- Fast Cash up to 6 Fast Cash Amounts
- Balance Inquiry – For all account types
- Mini-Statement Inquiry – For all account types
- Transfer – To & From all account types
- PIN Change
- Statement request – For all account types
- Cheque Book Request – For all account types
- Transfer of funds (card to Card & Card to Account) from one account to another should be supported
- Utility Bill Payment facility- using a fund transfer route
- Railway Ticketing
- Facility to top-up mobile phones
- Coupon Dispense
- Up to 4 Product Request (Log Only Transaction)
- Tax Payment
- Aadhaar no. Capture
- Card Less Transaction
- Display unit with audio integrated jack
- Display of two digits to check keypad functioning before commencement of transaction.
- Animated screen display, screen saver.
- Any other newly developed applications.

5.13 PRICE

- 5.13.1** The commercial bid must include all hardware equipments along with system configuration, Model no, part no & price tag covering warranty period of 2 year with additional 5 years AMC. The Price Bid also must include all applicable taxes. The GST will be paid extra, wherever applicable on submission of actual Tax receipt. While filling up the price information in the commercial bid, Bidders to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly.
- 5.13.2** The Selected bidder is required to guarantee that exchange rate fluctuations, changes in import duty and other taxes will not affect the Rupee value of the commercial bid, over the validity period of the bid.
- 5.13.3** The Selected bidder shall keep the price valid for a period Two year from the effective date of Agreement. The Bank further 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 Selected bidder.
- 5.13.4** Prices quoted by the selected bidder shall be in Indian Rupees, firm and not subject to any price escalation, if the order is placed within the validity period. Bidder shall pass on to the Bank all fiscal benefits arising out of reductions in Government levies viz. Excise duty, custom duty, GST etc.
- 5.13.5** The bidder should not assume any duty benefit / duty credit to be availed by the Bank after tender finalization hence commercials to be quoted accordingly.

5.14 LIQUIDATED DAMAGE

- 5.14.1** In case the delivery & installation is delayed beyond the scheduled time from the effective date, "Liquidated Damage for Late/incomplete Delivery & Installation"; 1.00(One) % of undelivered equipment (s) for each calendar week of delay or part thereof subject to maximum of 10% of order value will be imposed and will be deducted from the bill amount. UCO BANK reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by UCO BANK to the bidder. Liquidated damages will be calculated per week on per site basis.
- 5.14.2** If the successful Bidder fails to complete the due performance in accordance to the specification and conditions of the bid document, the Bank reserve the right to cancel the entire order placed on the selected bidder.

5.14.3 The Bank reserves the right to invoke the Performance Bank Guarantee submitted by the bidder.

5.14.4 LD is not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility/onus of the bidder to prove that the delay is attributed to the Bank and Force Majeure. The bidder shall submit the proof authenticated by the bidder and bank's official that the delay is attributed to the Bank and Force Majeure along with the bills requesting payment.

5.15 INSURANCE

The Selected bidder will obtain the Insurance covering all the risks during transit, storage, installation, commissioning, testing and handling including third part liabilities for the equipment supplied for all risks up to the delivery of the ATMs in the bank's site. The cost of the same will be borne by the selected bidder. The Selected bidder has to submit a copy of the insurance document so that the Bank may get a new insurance cover after the delivery, installation and acceptance of the system.

5.16 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 may be 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.
- Acts of any Government, 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.

5.17 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.

5.18 ACCEPTANCE TESTING

- 5.18.1** The Bank will carry out the acceptance tests for testing hardware and peripherals, software, and other equipment supplied by the selected bidder as a part of the Supply, Installation & Maintenance of 400 ATMs. 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.
- 5.18.2** In case of any discrepancy in the hardware / software supplied, the Bank reserve the right to terminate the entire agreement in case the Vendor does not rectify or replace the supplied hardware/software and the Vendor shall take back Vendor equipment at Vendor's costs and risks. The Bank have the right to reject the 'Vendor Supplied Equipment' and to seek free replacement or repair of the equipment or defective components thereof till the completion of acceptance test and obtaining final acceptance certificate from the Bank.
- 5.18.3** The successful bidder must submit pre-shipment quality inspection certificate along with the invoices to UCO BANK. However, UCO BANK reserves the right to conduct pre-shipment inspection by its own employee or approved third party. The bidder has to offer the items for inspection in such a manner that it does not affect the delivery schedule. Factory inspection of the ATMs to be supplied to UCO BANK will be carried out at bidder's factory/centre. There shall not be any additional charges for such inspection. However, UCO BANK will have the discretion to recover the costs related to travel and stay of its staff/consultants from the bidder if the ATMs offered for inspection are not as per UCO Bank's order or the bidder does not comply with the test and inspection procedure.
- 5.18.4** if any inspected ATM fail to confirm to the specifications, UCO BANK may reject the same and the bidder shall either replace the rejected ATM or make all alterations necessary to meet specification requirements free of costs to UCO BANK
- 5.18.5** UCO Bank's right to inspect, test and where necessary reject the ATM after its arrival at the destination shall in no way be limited or waived by reason of

the same being previously inspected, tested and passed by UCO BANK or its representative.

5.19 ORDER CANCELLATION

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

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

5.20 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

- i. an act or omission of the Vendor, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract,
- ii. breach of any of the terms of this RFP or breach of any representation or warranty by the Vendor,
- iii. use of the deliverables and or services provided by the Vendor,
- iv. Infringement of any patent, trademarks, copyrights etc. Or such other statutory infringements in respect of all components provided to fulfil 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, etc., 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 Laws / Governmental Requirements
- IP infringement
- Negligence and misconduct of the Vendor, its employees, and agents
- Breach of any terms of RFP, Representation or Warranty
- Act or omission in performance of service.

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 the claims against customers, users and service providers of the Bank would be considered as a "direct" claim.

5.21 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.

5.22 COMPLIANCE TO LABOUR ACT

As per Government (Central / State) Minimum Wages Act in force, it is imperative that all the employees engaged by the bidder are being paid wages / salaries as stipulated by government in the Act. Towards this, Successful Bidder shall submit a confirmation as per format provided in **Annexure XXI** of the RFP.

Successful Bidder shall be the principal employer of the technical resources, employees, agents, contractors, subcontractors etc. engaged by Successful Bidders and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the contract to be issued for this tender

5.23 PRIVACY & 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 safe guards 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.

5.24 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.

5.25 GUARANTEES

Selected bidder should guarantee that all the material as deemed suitable for the delivery and management of the Supply, Installation & Maintenance of 400 ATMs scope as defined under this document, are licensed and legal. All hardware and

software must be supplied with their original and complete printed documentation.

5.26 DISPUTES RESOLUTION MECHANISM

The Vendor 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:

- 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.
- The matter will be referred for negotiation between UCO Bank (General Manager, DIT) and the Authorized Official of the Vendor. The matter shall then be resolved between them and the agreed course of action documented within a further period of 30 days.

In case any dispute between the Parties is not settled 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.

Each Party to the dispute shall appoint one arbitrator of their own choice and the two appointed arbitrators shall appoint the third arbitrator who will act as the presiding arbitrator. Arbitration shall be held in Kolkata and conducted in English as per provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof.

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.

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

5.27 EXIT OPTION AND CONTRACT RE-NEGOTIATION

5.27.1 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 equipments for pre-delivery Inspection;
- Delay in delivery beyond the specified period;
- Delay in completing installation / implementation of ATMs / checks beyond the specified periods;
- Serious discrepancy in hardware noticed during the pre-dispatch factory inspection; and
- 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.

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

5.27.3 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 for Bank in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality.

5.27.4 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.

5.27.5 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,

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

5.27.7 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.

5.27.8 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.

5.27.9 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.

5.28 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.

5.29 TERMINATION

The Bank shall be entitled to terminate the agreement with the selected bidder at any time by giving Thirty (30) days prior written notice to the selected bidder.

The Bank shall be entitled to terminate the agreement at any time by giving notice if:

- The Selected bidder breaches its obligations under the scope document or the subsequent agreement and if the breach is not cured within 30 days from the date of notice.
- The Selected bidder (i) has a winding up order made against it; or (ii) has a receiver appointed over all or substantial assets; or (iii) is or becomes unable to pay its debts as they become due; or (iv) enters into any arrangement or composition with or for the benefit of its creditors; or (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved. The Selected bidder shall have right to terminate only in the event of winding up of the Bank.

5.30 EFFECT OF TERMINATION

The Selected bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.

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 and maintenance. Same terms (including payment terms) which were applicable during the term of the contract/ purchase order should be applicable for reverse transition services.

The Selected bidder agrees that after completion of the Term or upon earlier termination of the assignment the selected bidder shall, if required by the Bank, continue to provide maintenance services to the Bank at no less favourable terms than those contained in this scope document. In case the bank wants to continue with the selected bidder's services after the completion of this contract/ purchase order then the selected bidder shall offer the same or better terms to the bank. Unless mutually agreed, the rates shall remain firm.

The Bank shall make such prorated payment for services rendered by the selected bidder and accepted by the Bank at the sole discretion of the Bank in the event of clause of termination, provided that the selected bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be applicable to Selected Bidder. There shall be no termination compensation payable to the selected bidder.

Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the selected bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision Selected Bidder hereof which is expressly intended to come into force or continue in force on or after such termination.

5.31 COMPLIANCE

The products & services offered to the Bank must be in compliance with all laws, regulations & Govt. guidelines of India. It also not violate any of the provisions of the IT act in anyway or any other legal provisions relating to such products or services in India.

5.32 APPLICABLE LAW & 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).

6. 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:

- a. Promise on the part of the principal not to seek or accept any benefit, which is not legally available.
- b. Principal to treat all bidders with equity and reason
- c. Promise on the part of bidders not to offer any benefit to the employees of the Principal not available legally
- d. Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contract etc.
- e. 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.
- f. Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
- g. 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 warranty/guarantee. Format of IP is attached as Annexure for strict compliance.

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

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

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

7. Non-disclosure

By virtue of Contract, as and when it is entered into between the Bank and the bidder, and its implementation thereof, the bidder may have access to the confidential information and data of the Bank and its customers. The bidder will enter into a Non-Disclosure Agreement to maintain the secrecy of Bank's data as per following:-

- a. That the bidder will treat the confidential information as confidential and shall not disclose to any third party. The bidder will also agree that its employees, agents, sub-contractors shall maintain confidentiality of the confidential information.
- b. That the bidder will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without consent of the Bank. That the bidder will also agree to protect the confidential information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance. Without limitation of the foregoing, the bidder shall use reasonable efforts to advise the Bank immediately in the event that the successful bidder learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Contract to be

entered into between the Bank and the bidder, and will reasonably cooperate in seeking injunctive relieve against any such person.

- c. That if the bidder hires another person to assist it in the performance of its obligations under the Contract, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Contract to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Bidder is bound to maintain the confidentiality. This clause will remain valid even after the termination or expiry of this agreement.
- d. That the bidder will strictly maintain the secrecy of Bank's data.

8 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.



(Tender offer forwarding letter)

Tender Reference No.: DIT/BPR & BTD/OA/799/2019-20 Date: 27/05/2019

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

Dear Sir,

Sub: RFP for Selection of Vendor for Supply, Installation & Maintenance of 400 ATMs" (RFP Ref No. DIT/BPR & BTD/OA/799/2019-20 Date: 27/05/2019)

With reference to the above RFP, having examined and understood the instructions including all Annexures, terms and conditions forming part of the Bid, we hereby enclose our offer for and Supply, Installation & Maintenance of 400 ATMs , as mentioned in the RFP document forming Technical as well as Commercial Bids being parts of the above referred Bid.

In the event of acceptance of our Technical as well as Commercial Bids by the bank we undertake to commence Supply, Installation & Maintenance of 400 ATMs as per the terms & conditions of your purchase orders.

In the event of our selection by the bank for undertaking Supply, Installation & Maintenance of 400 ATMs, we will submit a Performance Guarantee for a sum equivalent to 10% of the project cost for a period of Three years effective from the month of execution of Service Level Agreement in favour of UCO Bank.

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

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

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

We enclose the following Demand draft(s)/Bank Guarantee:

1. DD No. Dated for Rs. 30,000/- (Rupees Thirty Thousand Only) as Cost of RFP Document &
2. BG No. Dated for Rs. 30,00,000/-(Rupees Thirty Lacs Only) as EMD.

Dated this day of 2019

Signature:

(In the Capacity of)

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

General Details of the Bidder**B. Profile of Bidder**

1. Name of bidder:
2. Location
Regd. Office:
Controlling Office:
3. Constitution
4. Date of incorporation & date of commencement of business:
5. Major change in Management in last three years
6. Names of Banker /s

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

	2015-16	2016-17	2017-18
Net Worth			
Turnover			
Net Profit (Profit After Tax)			

N.B. Enclose copies of Audited Balance Sheets along with enclosures**C. Proposed Service details in brief**

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

Details of Experience in implementation of similar orders

Sl. No.	Name of Organisation	Model Purchased	No. Of ATMs Purchased	Period during which installed (last 5 Years)	
				From	To

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

Place:

AUTHORISED SIGNATORY

Date:

Name:

Designation:

PROFORMA FOR PERFORMANCE BANK GUARANTEE**(To be stamped in accordance with the stamp act)**

1. In consideration of UCO BANK, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970, having its head office at 10 BIPLABI TRILOKYA MAHARAJ SARANI (BRABOURNE ROAD), Kolkata-700001 (hereinafter called "UCO BANK") having agreed to exempt **M/s _____ (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 Proposal 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 as 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 to 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:

- a. Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees.....) Only.
- b. This Bank Guarantee shall be valid uptoand

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

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

Yours' faithfully,

For and on behalf of

_____ Bank.

Authorised Official.

NOTE:

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



Compliance Chart

Compliance chart for submitting RFP for Selection of Vendor for Supply, Installation & Maintenance of 400 ATMs.

Sl. No.	Particulars	Compliance Status (Yes / No)	Page No. Of the bid document submitted
1.	Are Technical & Commercial bid submitted under separate sealed envelopes?		
2	Is the Technical bid made in conformity with technical bid template as per Annexure XI?		
3.	Is the Commercial bid made in conformity with Commercial template as Annexure XIX, XX?		
4.	Whether Bill of Material with masking of price is mentioned in Technical offer document?		
5.	Whether ITM Euronet switch certification for the particular model of the machine attached? The bidder will give the certificate or undertaking mentioning that the proposed model is compatible for integration with ITM Euronet switch and it is the responsibility of the successful bidder to get the machine interfaced/integrated with the Bank's switch.		
6.	Are the Technical & Commercial Bids organized properly?		
7.	Are all the pages numbered properly and signed and stamped.		
8	Is EMD submitted?		
9.	Duly signed Annexures 1 to 27 are enclosed		
10.	Is the softcopies of the response of Technical, Functional and Commercial RFP submitted in separate ATMs?		
11.	Are document in support of all eligibility criteria submitted?		
12.	Are your solution complied with all Scope of work.		
13.	Is the Manufacturer Authorisation Form		

	submitted?		
14.	Undertaking to provide Post Warranty Maintenance Support for ATMs and arrange for spare parts for warranty and AMC period		
15.	Authorization Letter(s) from OEM (in case of Bidder is not OEM)		
16.	Details of Service/Support Infrastructure as per Annexure-XVII.		
17.	Product Brochures containing detailed description of essential technical and performance characteristics of offered Model of the Machines.		
18.	Audited Balance Sheet and Profit & Loss Account documents for the last 3 years		
19.	Power of Attorney/Authority letter issued by the competent authority for signing the Bid document on behalf of the company.		
20.	Undertaking to expand Support Centers		

For.....



(Signature and seal of authorized person)

Place:

Date:

**To
The Deputy General Manager (DIT, BPR & BTB)
UCO Bank, Head Office
Department of Information Technology,
5th Floor, 3 & 4 DD Block, Sector -1,
Salt Lake, Kolkata -700064**

Sir,

Reg.: RFP for Selection of Vendor for Supply, Installation & Maintenance of 400 ATMs" (RFP Ref No. DIT/BPR & BTB/OA/799/2019-20 Date: 27/05/2019)

We submit our Bid Document herewith.

We understand that Bank is not bound to accept the lowest or any bid received and Bank may reject all or any bid.

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



Yours faithfully

For.....

(Signature and seal of authorized person)

Place:

Date:

Format of Bank Guarantee (EMD)

To
UCO BANK,
Department of Information Technology,
5th Floor, 3 & 4 DD Block, Sector-I,
Salt Lake, Kolkata – 700064

Dear Sirs,

In response to your invitation to respond to your RFP for Selection of Vendor for Supply, Installation & Maintenance of 400 ATMs, M/s _____ having their registered office at _____ (hereinafter called the 'Bidder') wish to respond to the said Request for Proposal (RFP) and submit the proposal for Selection of Vendor for Supply, Installation & Maintenance of 400 ATMs and to provide related services as listed in the RFP document.

Whereas the 'Bidder' has submitted the proposal in response to RFP, we, the _____ Bank having our head office _____ hereby irrevocably guarantee an amount of **Rs 30,00,000** (Rupees Thirty Lacs only) as bid security as required to be submitted by the 'Bidder' as a condition for participation in the said process of RFP.

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

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

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

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed Rs 30, 00,000/- (Rupees Thirty Lacs only).

2. This Bank Guarantee will be valid upto ____; and
3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before_____.

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

Yours faithfully,

For and on behalf of

_____ Bank.

Authorised 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).



PROFORMA FOR DEED OF INDEMNITY

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

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

IN FAVOUR OF

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

WHEREAS

The Obligor has



- A. offered to supply and install about _____ ATMs with option of upgradation to Biometric functionality with the specifications as prescribed in the Agreement / Contract dated _____ during the period of one year from the date of acceptance of the purchase orders issued by the Bank from time to time. The Supply of ATMs by the obligor is herein after referred to as "**Supply**".
- B. Agreed to install and provide comprehensive maintenance for the Equipments, material used and workmanship by them in terms of the Agreement / Contract dated _____ and respective Purchase Orders issued from time to time during the warranty period of 24 months and during the post warranty period if required at the discretion of UCO BANK. (The installation and maintenance are herein after collectively referred to as "**Service/s**").
- C. Represented and warranted that they have all permissions, consents, approvals from all authorities, both regulatory and non-regulatory, for Supply and installation of ATMs and provide other Service/s to UCO BANK.
- D. Represented and warranted that the aforesaid supply/services offered to UCO BANK do not violate any provisions of the applicable laws,

regulations or guidelines including legal and environmental. In case there is any violation of any law, rules or regulation, which is capable of being remedied, the same will be got remedied immediately during the installation, maintenance and contract period to the satisfaction of UCO BANK.

- E. Represented and warranted that they are authorized and legally eligible and otherwise entitled and competent to enter into such Contract/ Agreement with UCO BANK.
2. UCO BANK, relying and based on the aforesaid representations and warranties of the Obligor, has agreed to getting supplied and installed about _____ATMs with option of upgradation to Biometric functionality with the specifications contained in its Agreement/Contract dated _____ with the Obligor;
3. One of the conditions of the aforesaid Agreement is that the Obligor is required to furnish an indemnity in favour of UCO BANK indemnifying the latter against any claims, losses, costs, actions, suits, damages and / or otherwise arising due to or on account of Obligor's violations of any trademarks, patents, copyrights and licenses, the applicable laws, regulations, guidelines during the Supply / Services to UCO BANK as also for breach committed by the Obligor on account of misconduct, omission and negligence by the Obligor.
4. In pursuance thereof, the Obligor has agreed to furnish an indemnity in the form and manner and to the satisfaction of UCO BANK as hereinafter appearing;

NOW THIS DEED WITNESSETH AS UNDER:-

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

- (1)the Obligor shall, at all times hereinafter, save and keep harmless and indemnified UCO BANK, including its respective directors, officers, and employees and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against UCO BANK by whomsoever and all losses, damages, costs, charges and expenses that UCO BANK may incur by reason of any claim made by any claimant for any reason whatsoever or by

anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, guidelines and also from the environmental damages, if any, which may occur during the contract period.

- (2) The Obligor further agrees and undertakes that the Obligor shall, during the contract period, ensure that all the permissions, authorizations, consents are obtained from the local and/or municipal and/or governmental authorities, as may be required under the applicable laws, regulations, guidelines, orders framed or issued by any appropriate authorities.
- (3) The Obligor further agrees to provide complete documentation of all ATMs/Equipments/accessories/and other software, they are having. The Obligor shall also indemnify and keep indemnified UCO BANK against any levies/penalties/claims/demands, litigations, suits, actions, judgments, in this regard.
- (4) If any additional approval, consent or permission is required by the Obligor to execute and perform the contract during the currency of the contract, they shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.
- (5) The obligations of the Obligor herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Agreement/Contract or the insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of UCO BANK or Obligor or any other circumstance whatsoever which might otherwise constitute a discharge or defence of an indemnifier.
- (6) The obligations of the Obligor under this deed shall not be affected by any act, omission, matter or thing which, would reduce, release or prejudice the Obligor from any of the indemnified obligations under this indemnity or prejudice or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it, or to UCO BANK).
- (7) This indemnity shall survive the aforesaid Agreement.
- (8) Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either party at the address stated in the aforesaid Agreement and or as stated above.
- (9) This indemnity shall be governed by, and construed in accordance with, the laws of India. The Obligor irrevocably agrees that any legal action, suit or proceedings arising out of or relating to this indemnity may be brought in the

Courts/Tribunals at Kolkata. Final judgment against the Obligor in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction, by suit on the judgment, a certified copy of which shall be conclusive evidence of the judgment, or in any other manner provided by law. By the execution of this indemnity, the Obligor irrevocably submits to the exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.

(10) UCO BANK may assign or transfer all or any part of its interest herein to any other person. Obligor shall not assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of UCO BANK

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

Signed and Delivered on behalf of (_____)

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



Performa of letter to be given by all the Bidder participating in the UCO Bank RFP for Selection of Vendor for Supply, Installation & Maintenance of 400 ATMs on their official letterheads.

To
The Deputy General Manager (DIT, BPR & BTB)
UCO Bank, Head Office
Department of Information Technology,
5th Floor, 3 & 4 DD Block, Sector -1,
Salt Lake, Kolkata -700064

Sir,

Sub: Selection of Vendor for Supply, Installation & Maintenance of 400 ATMs"
(RFP Ref No. DIT/BPR & BTB/OA/799/2019-20 Date: 27/05/2019)

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

The soft-copies of the proposal submitted by us in response to the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal required to be submitted by us, in all respects.

The bid submitted herein shall be valid for a period of 180 days from the date of RFP response submission process closes.

Yours faithfully,

Authorised Signatory
Designation
Bidder's corporate name

Performa of letter to be given by all the Bidder participating in the UCO Bank RFP for Selection of Vendor for Supply, Installation & Maintenance of 400 ATMs on their official letter-head.

To,

**The Deputy General Manager (DIT, BPR & BTM)
UCO Bank, Head Office
Department of Information Technology,
5th Floor, 3 & 4 DD Block, Sector -1,
Salt Lake, Kolkata -700064**

Sir,

Sub: RFP for Selection of Vendor for Supply, Installation & Maintenance of 400 ATMs" (RFP Ref No. DIT/BPR & BTM/OA/799/2019-20 Date: 27/05/2019)

Further to our proposal dated, in response to the Request for Proposal (Bank's tender No. Hereinafter referred to as "**RFP**") issued by UCO Bank on behalf 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,

Authorised Signatory
Designation
Bidder's corporate name

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

Manufacturer Authorisation Form (MAF)

To,

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

Dear Sir,

Ref: RFP for Selection of Vendor for Supply, Installation & Maintenance of 400 ATMs" (RFP Ref No. DIT/BPR & BTD/OA/799/2019-20 Date: 27/05/2019)

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

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

Technical Specification

All the solutions sought in technical specification must be provided as End-to-end solution.

Sl. No.	Features	Specification Offered	Compliance (Y/N)
1.	Description of ATMs		
1.1	ATM with front replenishment support UIDAI enabled Biometric finger print scanners without any additional cost to the Bank.		
1.2	Model No		
1.3	Manufactured by		
1.4	Is the model quoted is the latest available internationally?		
1.5	ATM compatible with any regulated power supply (conventional UPS and solar UPS)		
1.6	ATM is capable of working without air-condition environment also in Indian Climate.		
2	Protocol		
2.1	ATM must support the TCP/IP protocol		
2.2	ATM should support DDC, NDC, any other standard compatible drivers required for communication with the switch.		
3.	Currency Chest Physical, Mechanical & General Specifications		
3.1	UL291 Level 1 or higher/CEN L Certified Secure Chest or higher(Certificate issued in favour of the vendor by these agencies to be provided by the vendor as part of the bid document)		
3.2	ISO certificate for manufacturing process for the production unit/facility of the ATM machines.		
3.3	Certificate of PA DSS		
3.4	Resistance to Fire/Water/Temperature		
3.5	Provision for external alarm system		
3.6	S&G / KABA or equivalent/ higher dual electronic combination lock of 6+6 digits or higher, having one time combination (OTC) option and audit trail without any hardware change. Password to be changed at the time of installation of ATM and certified to this effect in the ATM installation certificate. Locking mechanism to comply with standards like UL 437 VDS class etc.		

3.7	The ATMs must have alarm system with sensors capable to monitor the following: Chest Door Status, Duress Status, Temperature status, Vibration status, and Burglary Alarm. There must be a mechanism by which these alarms can be connected to a hooter or LED indicators, kept away from the ATMs without any cost to the bank		
3.8	Alarm sensors for temperature status, vibration status and chest open status while sending signal/messages to Switch/Management Centre.		
3.9	Locking mechanism to comply with all international standards like UL, etc.		
4.	SMPS		
4.1	In-built SMPS to work on 230 V 50 Hz power supply		
4.2	Support input voltage of 230 V AC/50 HZ with +/- 5% variation		
5.	Dispenser		
5.1	Friction/Vacuum pickup/Robotic arm based technology		
5.2	Multimedia Dispensing capability (Cash, coupons, stamps, vouchers etc.)		
5.3	Capability to dispense used and mixed currency notes.	BANK	
5.4	Capability to Dispense 40 or above notes at time. Vendor to mention dispensing capacity for ATMs. Presenter type is required.		
5.5	Minimum dispensing speed of 5 or more notes per second.		
5.6	Four High double Pick Module with 4 cassettes configuration and should be capable of working even with 2 cassettes. All the four cassettes should be able to dispense cash and configured accordingly at the time of installation		
5.7	Minimum 4 programmable secured cassettes with lock and key/latch. The currency Cassette should preferably be 'Make in India' having standard / convenience type with all safety provisions for external sealing lock.		
5.8	Secure Divert cassette bin with lock and key. (The currency Cassette should be standard / convenience type with all safety provisions for external sealing lock		
5.9	Minimum capacity of cassette should be 2500 notes.		
5.10	Currency bin/Cassettes tamper indication.		

5.11	Dispensed notes to be presented to the customer in one bunch. Presenter module required.		
5.12	<p>All cassettes to be capable of holding and dispensing 50, 100, 200, 500, 2000 denomination legal tender notes. If there is any new currency introduced by RBI in future, corresponding currency cassettes should be calibrated along-with ATMs without any additional cost to the Bank. The dispenser should have Additional Divert Cassette for rejected notes.</p> <p>The bidder will provision for old & new 50 & 100 denomination in Currency cassette and same should be configurable on branch request during Preventive maintenance or engineer branch visit without any cost to bank.</p>		
5.13	Indication of proper insertion of cassettes		
5.14	Should have sensor to send message for low-cash supply to the ATM Switch		
5.15	ATMs deployed shall comply with RBI, IBA, guidelines as on the Effective date of the agreement. If any new guidelines are issued by these organizations, the vendor shall arrange for its compliance/ upgradation without any extra cost to the Bank.		
5.16	The dispenser should be capable of handling soiled but issuable and mixed currencies as well as retract and purge capability with cash retraction disabled currently.		
5.17	The dispenser should have the mechanism to take back the currency and transport it to the divert cassette if the customer does not collect it but be disabled as per the RBI direction.		
6.	Card Reader		
6.1	<p>Hybrid Dip Reader for EMV Chip Smart Card and magnetic strip cards. ATM should be ready for reading EMV chip data from EMV card with required integrated software. (Vendor to submit EMV compliance certificate)</p> <p>Card reader should be compliant with EMV latest specification including hardware & software licenses. It will be the responsibility of the selected bidder to implement EMV including testing certification, co-coordinating with switch, enabling the same in individual ATM.</p>		

6.2	Anti-skimming solution		
6.3	<p>Comprehensive skimming protection solution with the following features should be provided:-</p> <ol style="list-style-type: none"> 1) Senses unauthorized attachment of any device on the card reader module, 2) Sends the signal to switch and further to the Remote ATM Management Centre of the vendor, 3) Capable of enabling the switch and/or Remote ATM Management Centre to put the machine Out-Of-Service as well as block the card reader from accepting any more card insertions for the duration specified by the Bank. 4) Block the card reader entry to the card reader slot when such suspicious activity happens. 5) It should also have the provision to sense any suspicious cloning activity attempted through insertion of wire or similar mechanism in the ATM machine. 6) The ATM must have Pin Shield/ Pin Guard to prevent shoulder surfing attack. The Pin shield/Pin Guard should be capable to obstruct the view of Pin pad from three sides as well as from top. It should also prevent Pin capture through Infrared enable camera. 		
6.4	Conformance to VISA / MasterCard / RuPay / Discover / JCB & Union Pay / Diner standards Cards.		
6.5	EMV version 4.0 or later, as certified for SMART card.		
6.6	Software/firmware/license for using SMART card on ATM		
6.7	ATM should work using any Bank's Debit / Credit cards, without cards, using Aadhaar based authentications through biometric also. ATM should recognize the Chip cards which includes EMV Cards, Biometric authentication and accordingly display the screen, voice prompts.		
6.8	ATM must also have biometric authentication capability with finger –print reader as per Aadhaar specifications. The ATM should support Bio-metric functions and integrated with the Bank's Biometric solution and UIDAI certified solution (Aadhaar) without any additional cost to the Bank.		

6.9	Secure Biometric scanner that supplies the finger print data to the ATM switch. The Biometric Scanner should be of good quality capable of accepting finger scans in one go and should be STQC certified and compatible with AEPS & Aadhaar specifications		
6.10	ATM should work using any Bank's Debit / Credit cards, without cards, using Aadhaar based authentications through biometric also. ATM should recognize the Chip cards which includes EMV Cards, Biometric authentication and accordingly display the screen, voice prompts. In future if Bar code or QR code is required by the Bank, vendor have to provide with required hardware /software at mutually agreed price.		
6.11	The card reader should be capable of reading tracks one, two and three as per ISO standard or RuPay/ Master/ Visa Card format.		
6.12	EMV Level 1 and 2 compliance version 4.0 or later.		
6.13	Conformance to VISA card EMV's latest specification; mention the version readiness for both the levels, Level 1 (for Card reader Hardware) & Level 2 (for Application Software). It will be responsibility of the vendor to ensure the conformance to VISA Card EMV's latest specification mention the version readiness for both the levels, Level 1 and Level 2.	BANK	
6.14	Conformance to MASTERCARD EMV's latest specification; mention the version readiness for both the levels, Level 1 (for Card reader Hardware) & Level 2 (for Application Software). It will be responsibility of the vendor to ensure the conformance to MASTERCARD EMV's latest specification mention the version readiness for both the levels, Level 1 and Level 2.		
6.15	Conformance to RuPay card EMV's latest specification; mention the version readiness for both the levels, Level 1 (for Card reader Hardware) & Level 2 (for Application Software). It will be responsibility of the vendor to ensure the conformance to RuPay Card EMV's latest specification mention the version readiness for both the levels, Level 1 and Level 2.		
6.16	Capable to read HiCo Cards		

6.17	Bar Code reader compatibility (The ATMs should have the capability to read barcode and allow barcode based transactions/coupon dispensation)		
7.	Terminal Processor		
7.1	Intel Core i3 processor 4th Generation or higher, with minimum clock speed of 2.6 GHz or higher with minimum 3MB cache and 4 GB DDR III RAM or higher and Upgradable to 8 GB RAM.		
7.2	4 GB DDR III RAM or higher and Upgradable to 8 GB RAM		
7.3	2 MB VRAM or higher Memory Compatibility so as to support the functionality and specification defined in the RFP.		
7.4	Linux/Microsoft Windows 10 with latest service pack and patches capable of multi-tasking real time operations and software to control all activities of the ATM. Windows Operating System should be upgraded with latest version as and when required and mandated at no extra cost to Bank. And for Linux, vendor shall upgrade to the latest Linux version at no extra cost to the Bank. ATM operating system should be upgraded with latest service pack and patches at no extra cost to Bank on timely manner as and when required.	BANK	
7.5	(Linux/ Windows 10 or higher) OS to be hardened to allow only the required services/ports and block all other services/ports to prevent all external virus attacks on the ATMs.		

7.6	<p>OS hardening (with Firewall) and should protect against unauthorized booting from alternative media & an access to ATM hard disk.</p> <p>ATM should be adequately hardened and only white listed necessary services run in the system (White listing of applications). No malware including viruses, worms and Trojans enter and Affect the system. ATM should be pre-installed with whitelisting application solutions. The vendor must provide Whitelisting solution with following features-</p> <p>1) The solution must ensure that only "whitelisted" applications run on the ATM.</p> <p>2) The solution must prevent the execution of any non-whitelisted files on the machine vendor to provide standard whitelisting solution which should meet above requirements and should come preloaded in the ATMs to be supplied and installed by the vendor.</p>		
7.7	Motherboard to be compatible with specifications given in clause number 7.1 & 7.2.		
7.8	Minimum 500 GB x 2 SATA HDD or higher (one for ATM and another for DVSS images) or SSD hard disk with equivalent size.	BANK	
7.9	Minimum 2 USB ports at front side & rest all USB ports may be provision at back side. (Machine should have the compatibility so as to support the functionality and specification defined in the RFP.)		
7.10	Triple DES with encryption and validation software-capable of Remote Key Management		
7.11	Support AES(Advanced Encryption Standard) in future without any additional hardware changes		
7.12	The ATM should have Triple DES Encryption which is RuPay/ VISA / MASTERCARD/ Diner/JCB & Union Pay compliant. It should have remote key download, TRIPLE DES chip with encryption, verification and validation software. Should support AES without any additional hardware.		
7.13	101 keys Keyboard integrated with Mouse operations (no separate mouse). In case of key board is not integrated with mouse, vendor has to provide separate mouse.		
7.14	The ATM supplied by the vendor should support remote downloading of screens and remote loading of security keys.		

7.15	MPEG full video with voice guidance support to play both MPEG and wave / sound file. Internal Speakers required.		
7.16	Software support to MPEG full motion video as part of the multimedia capability on the ATMs.		
7.17	10/100 Mbps Speed LAN Card (IPV 6 Compliant)		
7.18	Capable of Voice guidance to customer and slot for connecting head phone, PIN and figure print authentication (UIDAI Compliant)		
8.	Visual display Unit		
8.1	SVGA compliant 10" (Ten Inch) and above colour LCD Display with touch screen monitor with 1024x768 resolution having 8 or more operational or functional display keys. Vandal Screen with Privacy Filter, Triangular screen support.		
8.2	Monitor should be capable of displaying graphic features such as animation, blinking, fade-in fade-out, sprinkle, horizontal & vertical scrolling and time & date		
8.3	Vandal proof screen to be provided		
8.4	Touch Screen (with support for visually handicapped through 8 Function Keys). Touch Screen should be of sturdy make. In the event of a fault in Touch Screen arising through normal wear and tear, Vendor shall replace the same at no extra cost to the Bank.		
8.5	8 Function Keys (FDK) with Braille embossing		
8.6	ATMs should have privacy screen filter which enables the view of the ATM screen only to the customer standing in front of the ATM.		
8.7	Both PIN and UIDAI compliant finger print authentication to be provided		
8.8	Tri-lingual screen support should be possible.		
8.9	Capable of Voice guidance to customer & digitalized WAV files in Indian accent for the same in all the three languages to be provided by the vendor as per the Annexure XXII of this RFP in consultation with the Bank at no additional cost.		
8.10	There should be support for text to speech for full-fledged voice guidance in case Bank wishes to implement voice guidance solution.		
8.11	Speakers for customer guidance to be provided		
8.12	Ear phone jack to be provided and should be compatible with 3.5 mm jack of 3 pole as well as 4 pole		

8.13	The Voice guidance solution should be enabled and be activated with insertion of earphone jack into the given slot by the cardholder. This should be in line with IBA/Govt. of India guidelines for enabling visually impaired persons to transact at ATM.		
8.14	Adherence to Persons with Disability standards compliance and; Access For All (AFA) compliant and suitable for wheel chair based operation for physically challenged.		
8.15	Internal fixed Speakers Required		
9	EPP PIN PAD		
9.1	The PIN PAD must be rugged spill proof Triple DES enabled with polycarbonate tactile/ stainless steel 16 key alpha/numeric (EPP PIN pads) Keys. EPP Keypad to be PCI version 3.x or later compliant, Supporting Remote Key Management loading feature, Access For All (AFA) Standards, Physical Protection as per "PIN Protection Principles and Techniques" (PIN Shield) and approved Algorithm(s) for PIN Encryption. Support advanced Encryption Standard in future without any additional hardware. (PCI version 3.x or later, certificate to be submitted)		
9.2	Rugged spill proof Triple DES enabled Keyboard with Poly Carbonate tactile / stainless steel EPP pin pad keys EPP keys to be PCI compliant with sealed metal key pads as per industry standard.		
9.3	Must be Triple DES Compliant for RuPay, MasterCard, VISA, Diner and EMV card standards		
9.4	EPP keypad should be in conformance to PCI version 3.x or above and ADA compliant with sealed metal keypad. Vendor to submit the Certificate for conformance to any of the international standards should be attached along with the offer		
9.5	EPP Keypad should support Remote Key Management.		
9.6	EPP should be designed so as to prevent overlaying of fake pin pad. Forcible removal of EPP should bring the machine down, resulting in loss of data stored in the EPP, so as to prevent compromise even with high end decryption. Please provide details of the technology/solution.		

9.7	The PIN Pad must also meet MASTERCARD/RuPay/Visa/JCB/Union PAY/Diner 3.x requirements on Tamper Resistant Security Module which enables automatic destruction of Secret keys in case of attempt to interface with the encryption system.		
9.8	Conformance to PCI version 3.x or above EPP Standards which should also support RuPay, VISA, MASTERCARD, JCB, Union PAY & Diner cards.		
9.9	The Machine must have Pin Shield/ Pin Guard to prevent shoulder surfing attack. The Pin shield/Pin Guard should be capable to obstruct the view of Pin pad from three sides as well as from top. It should also prevent Pin capture through Infrared enabled camera.		
9.10	Braille Numeric Keypad with 16 keys /AFA complied keypad		
9.11	Keyboard / Pin Entry Device (PED) must be Braille enabled so that visually impaired persons can also be able to operate without any difficulty and have passed testing by Payment Card Industry (PCI), RuPay, Visa, MasterCard, JCB, Union PAY and Diner recognized laboratory and approved by PCI, VISA, MasterCard, RuPay, JCB, Union PAY Diner and all major payment gateways.	BANK	
9.12	Rear view mirrors should allow ATMs users to see what is happening behind him when he/she enters the PIN (Shoulder surfing). All ATMs should have rear mirrors covering majority area of ATM site.		
10	Receipt Printers		
10.1	Minimum Top-Of-Form 40-column thermal printer/Dot matrix printer for printing various information pertaining to transaction executed by customer (Customer Receipt) in Hindi, English as well as other regional languages like (Marathi, Punjabi, Bengali, Oriya, Gujarati etc.) log of the transactions etc. i.e., Trilingual support.		
10.2	Inbuilt software for enabling receipt printing in Hindi, English as well as regional languages like Assamese, Bengali, Gujarati, Kannada, Malayalam, Marathi, Oriya, Punjabi, Tamil and such other vernacular languages.		
10.3	The printer must be able to cut the paper and push the receipt out of a slot provided on the ATM fascia.		

10.4	Capacity to hold 400m roll for printing approximately 5000 Transactions		
10.5	The ATM should have the capability to support multilingual customer receipt printing as per customers choice of language		
11.	Journal Printers		
11.1	Minimum 40 column thermal /Dot Matrix Printer to print audit trail as per Bank's requirement. If journal printer runs out of paper or gets jammed or becomes non-functional, ATM should not function.		
11.2	Electronic journal to be also written on ATM hard disk simultaneously to printing on paper roll.		
11.3	The ATM Journal printer should be capable of printing the receipt of the transactions in English		
11.4	There should be low media warning for items viz. bills, journal rolls, consumer receipts etc.		
11.5	ATMs must be enabled for Electronic Journal. ATMs must be capable of reporting low warning message like Journal Printer & Receipt Printer.		
11.6	Provision to store transaction details in the hard disk as per standard format prescribed by NPCI / RBI and mechanism to retrieve the data from the hard disk at any point of time		
11.7	Solution should support EJ Viewer and should also support centralized EJ Pulling. While pulling EJ, the same should be non-editable by using encryption/ checksum/ any other solution.		
12.	Software & Connectivity		
12.1	Should be capable of connecting with Bank's ATM Switch.		
12.2	Should have Network Interface Card and be able to connect to any type of Ethernet network switch.		
12.3	Should support TCP/ IP, IPV4 & IPV6		
12.4	The model must support downloading of screens		
12.5	WOSA/XFS(CEN/XFS) layer with all device drivers		
12.6	The software should be capable of performing multifarious functions listed above and elsewhere in this document		
12.7	Capability to support MPEG full motion video		

12.8	The software should have the utility for converting files containing transaction details into ASCII format		
12.9	Should connect to the existing switch using NDC/DDC device handler. As and when BIS comes up with an alternate Indian Standard device handler, the vendor must provide upgrade to this standard free of charge.		
12.10	Should be capable of being connected to Bank's Financial Transaction Switch and switch of other networks- using existing device handlers at no additional cost to the bank.		
12.11	The software should be capable of performing multifarious functions and interface should facilitate all Admin, Recon and MIS functions.		
12.12	Software should be preloaded with CEN 3.0 complaint XFS or Equivalent with cross vendor support.		
12.13	The software roadmap should include support for remote key transport and XFS as well as IFX message standards		
12.14	Software for Electronic Journal pulling supplied by Bank /Third Party should be supported and installation and maintenance has to be done by the vendor without any additional cost to the Bank.		
12.15	Software should be capable of implementing/ customizing for finger-print registration and Biometric authorization application as required by the Bank.		
12.16	The ATM should be capable of supporting a third party software agent such as SDMS/Radia/InfoBase etc.		
12.17	The vendor should also agree to install any third party software selected by the bank for EJ pulling at no extra cost to the bank as and when required.		
12.18	Should also provide support for third party software and upgradation and distribution at no extra cost to the bank.		
12.19	Electronic journal to be also written on hard disk and Replicated on the second hard disk which records images. The solution should include a EJ viewer.		
12.20	Should have Software for reading the EMV chip cards with EMV version 4.0 levels 2 or higher. (Vendor to submit EMV compliance certificate)		

13	Terminal security solution includes Access Management, Operating System Hardening, Hard disk encryption and whitelisting solution		
13.1	System Hardening /Terminal Security Solutions		
13.1.1	The terminal security solution should be monitored & controlled through centralized server and should work with any standard ATM agent monitoring solution.		
13.1.2	The Solution should support Various map and views with filtering capabilities for instant access to security status of terminals/devices.		
13.1.3	The solution should support - Deploy and update Security Policies and configurations.		
13.1.4	The solution shall not have performance impact of the existing ATM and their peripheral devices and performance.		
13.1.5	The solution shall be able to disable Auto-run facility of exe file from a network or a USB port.		
13.1.6	The solution shall be able to set BIOS and Windows Password Centrally.		
13.1.7	The solution should support - Deploy and update Security Policies and configurations.		
13.1.8	The solution should support -Health information of various Security software products can be retrieved promptly to support any analysis.		
13.1.9	The solution should support -Set SMS and E-mail alerts for significant / critical events.		
13.1.10	The solution should allow for the remote management of user credential according to strong password and industry requirements.		
13.1.11	It should allow an administrator to define different roles for various users & groups and assign each of them specific user rights.		
13.1.12	The solution should provide additional hardening capability to the operating system, irrespective of the OEM (which is based on ATM industry best practices).		
13.1.13	Effective, state-of-the-art protection against various Microsoft OS/Linux OS access related threats.		
13.1.14	During policy distribution to the ATM's, the hardening policies should be protected against manipulation (policy files should be encrypted)		
13.1.15	The solution should support –Detailed Event and Log information available along with hardware information for a complete picture of a device's actual status.		

13.1.16	All ATMs should be adequately hardened and only white listed necessary services should run on the machines. No malware including viruses, worms & Trojans should be able to enter the machine and affect the ATM and the network.		
13.1.17	ATMs should be pre-installed with whitelisting application solutions. The Vendor must provide Whitelisting solution with following features: 1. The solution must ensure that only "Whitelisted" applications run on the ATMs. 2. The solution must prevent the execution of any non- whitelisted files on the machine. Vendor to provide standard whitelisting solution from companies of repute like Symantec, Norton, McAfee etc. or any other industry standard whitelisting solution which would meet above requirements and should come preloaded in the ATMs to be supplied and installed by successful vendor.		
13.1.18	ATMs should have enabled dynamic windows/Linux password.		
13.1.19	ATMs should have enabled BIOS password.		
13.1.20	Auto run facility of exe file from a network or a USB port should be disabled.		
13.1.21	The solution should allow for the remote user management		
13.1.22	The solution should support One Time expiring passwords.		
13.1.23	The solution should support online and offline password management.		
13.1.24	The solution shall be managed from a central point of management.		
13.1.25	The solution should be able to dynamically change the hardening policy of the OS on the ATM.		
13.1.26	The solution should be able to block USB ports on the ATM through centralized Control.		
13.1.27	OS Hardening solutions should support user (role based) access to the terminals based on tokens (no need to distributed user credentials)		
13.1.28	The solution should have a user Interface to be able to customize and manage the hardening policies		
13.1.29	The Operating System Hardening should be managed and administered centrally		

13.1.30	During policy distribution to the ATM's, the hardening policies should be protected against manipulation.		
13.1.31	The hardening solution should also be incorporated to browsers and other software components running on self-service terminals e.g. personal firewalls, IP-address / port management.		
13.1.32	The solutions should protect against malware being injected on to the machine and any other unauthorized Software installations. Via local means e.g. USB drive, CDROM etc.		
13.1.33	The solution should protect against the unauthorized updating / changing of configuration – property files		
13.1.34	The solution should have firewall functionality		
13.1.35	The solution should be capable of identifying behavior anomalies within the ATM software		
13.2	Hard Disk Encryption		
13.2.1	The system should not require any human intervention (like manual password entry).		
13.2.2	Encryption of all data (user files as well as system files) from an ATM's hard disk.		
13.2.3	The solution should enable for an exact status of disk encryption to be retrieved and display centrally on a monitoring system		
13.2.4	The solution should be capable of changing the configuration of the hard disk encryption and the parameters used to encrypt		
13.2.5	Should protect data confidentiality when a system is out of operation (when HDD removed from native ATM).		
13.2.6	Encryption should be linked to the ATM internal components characteristics, like peripherals USB devices. This tightly locks the encryption to local ATM environment. And no central password management server is required.		
13.2.7	The solutions should have the capability to decrypt an ATM hard drive outside of the ATM for recovery purpose (in highly secured manner)		
13.2.8	The ATM's should still cater for customers while the hard disk is being encrypted (during installation)		
13.2.9	The solution should also have capability to have central server based authentication		

13.2.10	ATMs should have full hard disk encryption (FHDE) and encryption and authentication solutions to protect internal communications between the genuine ATM PC core and ATM modules, including the dispenser.		
	Dispenser encryption (Communication between ATM PC and Dispenser should be encrypted). All Sensitive information must be encrypted during transmission.		
13.2.11	ATMs Windows/Linux OS should be configured to work in a locked down / restricted mode (with non admin rights).		
13.2.12	The Windows/Linux admin password must be dynamic which must expire within specified period so as to be replaceable at specific intervals. There should be a separate Admin User ID password with restrictive access so that unauthorized persons should not be able to get access to the system Admin and BIOS password. The Operating System should have the provision for parameterization to log critical changes & incidents for monitoring purposes.		
13.2.13	ATMs security should be set to physical (level 3) authentication level to thwart any Black Box type of attacks. ATMs should have strong encryption between ATM PC core and ATM so that the dispenser is not accessible without a proper authorization once the new ATM PC core is being installed/set up or an existing ATM PC core is re-installed due to any reasons.		
13.2.14	ATMs should have all standard security features.		

13.2.15	<p>Secure HDE utilizes a custom pre-boot process to enable the ATM Authenticate over the network to ensure the system credentials is correct before the complete boot process is allowed.</p> <ol style="list-style-type: none"> 1. Solution should Encrypt the whole Hard Disk (FHDE) 2. Encryption process tolerates interruptions i.e. power Outages, without data loss. 3. HDE should use FIPS" 140-2 certified AES-NI 256-bit cryptographic engine 4. Support for Pre-boot Networking on both Legacy BIOS and UEFI devices 5. Auto boot - Seamless boot Up without additional authentication screen yet secure with encryption 6. Solution should do Sector based encryption; every byte of data is encrypted 7. Single Centralized management console for managing the encryption policies 8. Allows for Remote Browser-based Access to the Encryption Server for Administration and Reporting 9. Audit logs are automatically sent and stored on the encryption server. 		
13.3	Intrusion Detection And Protection (anti malware)		
13.3.1	The solution should have provision to block unused ports on the ATM.		
13.3.2	The solution should be protected against being manipulated		
13.3.3	The solutions should protect against malware which may be injected locally or remotely on to the machine.		
13.3.4	The solution should protect against the manipulation of executable e.g. .exe, .dll, .class etc. and scripts e.g. .js, bat, .bat etc.		
13.3.5	The solution should protect against the unauthorized updating/changing of configuration – property files		
13.3.6	The solution should issue alert / warning once a threat has been identified		
13.3.7	The solution should block the unauthorized installed software		

13.3.8	The solution should have capability to allocate only required ATM resources to the Whitelisted application. And during the running of the Whitelisted application should monitor if only those resources are being accessed. In case of any deviation, alert should be raised and resources should be blocked. Further, any outdated malware definitions on a terminal should be highlighted in a centralized dashboard.		
13.3.9	ATMs should be provided with Anti-virus solution to facilitate blocking of malicious codes/traffic entering the ATM. Alternatively, the vendor should provide ATM specific firewall to take care of intrusion detection, port scans and other common virus attacks.		
13.3.10	Updating the Anti-Virus software will be the responsibility of the vendor also the vendor will be responsible for OS upgradation/updation, OS hardening, installation of service pack, and patch files without any cost to bank. The vendor has to submit self-certification regarding OS hardening. Bank may conduct third party audit in future in this regard.		
14	Other Requirements		
14.1	Only permitted applications to be run in the Machines using Sandboxing concept.		
14.2	To whitelist only the required applications to be Run in the ATMs.		
14.3	Access to external devices should be centrally controlled		
14.4	All files to be protected from damages		
14.5	Doesn't allow any registry level changes		
14.6	Centralized Applying of OS as well as application Patches		
14.7	Booting only through Hard disk during Normal Operations. No other entry in Boot Order.		
14.8	Editing of BIOS settings must be password protected		
14.9	Setting of BIOS and Windows Password Centrally		
14.10	Detect and Remove Unused Services and Applications		
14.11	Disabling Auto play Options which allows software to run from removable media.		
14.12	NPCI/RBI and Industry regulation and audit compliance to be followed from time to time without any additional charges to the Bank		

14.13	Investigate and report suspicious activities like deviating or non-consistent transaction or event patterns which are caused by unauthorized system usage.		
14.14	Recognition and prevention of various forms of tampering such as skimming and trapping.		
14.15	Terminal Security Delivers end-to-end protection from all side network and local attacks.		
14.16	Protection/detection policies to monitor files, settings, events and logs, and report anomalous behavior through Centralized Dashboard.		
14.17	Mechanism to validate and allow ATM Engineers to perform Maintenance Activities.		
14.18	All the updates/ releases in the solution during the contract period to be provided to the bank without any additional cost.		
14.19	24 x 7 support to be made available from the Technical Assistance Center (TAC).		
14.20	Onsite personnel should have the necessary experience to handle the solution.		
14.21	Auto Run facility should be disabled.		
14.22	Access should be time based admin access and dynamic password		
NOTE- With reference to point number 13, 14 above & all its subheads (Annexure XI), successful bidder is required to implement end to end solution including Hardware, software, certification, testing etc. without any additional cost to the Bank.			
15.	<u>Scalability/Upgradability</u> The ATM should be scalable / upgradable in terms of		
15.1	RAM (memory)		
15.2	HDD		
15.3	Card Reader to read Smart Cards/Hybrid cards		
16.	<u>Remote Status Indicator</u> (ATM should have remote status indicators for)		
16.1	Low paper		
16.2	Low currency		
16.3	Divert bin Full		
16.4	ATM out of service		
16.5	Paper jam in printers		
16.6	Printer fatal		
16.7	Currency Jam		
16.8	DVS system down indicators		
16.9	No Cash		
16.10	Indicators for part fault (e.g. motherboard, Cassette, EPP, card reader, SMPS, etc.)		

17.	Additional Capabilities		
17.1	Specify Power Consumption when in operation. (Maximum permissible power consumption when in operation 470 Watts).		
17.2	Specify Power consumption when the machine is idle Maximum permissible power consumption in idle situation 230 Watts.		
17.3	ATMs should have cutoff circuit, Isolator to protect the critical ATM electrical and electronic parts viz. SMPS, Mother Board, Hard Disk, Sensors etc. from sudden spikes in voltage/ current from UPS/ RAW power.		
17.4	The Vendor must ensure before delivery that operating system is encrypted and hardened to block the services which are not required. The Vendor has to provide comprehensive white listing solution to prevent the machine from any cyber-attack, intrusion, virus, worm, malware, Trojan any other malicious software or similar vulnerability known as on date as well as future emergence.		
17.5	The vendor should provide end to end solution and implementation, including server/switch application component (without any additional cost to the Bank) suitable for visually challenged persons (with audio support) for all ATMs in English, Hindi, Regional languages. The ATM should have Voice Guidance flow enabled for the visually challenged along with Text to Speech, web extension services, EPP/functional keys based voice guidance support with internal speakers & jack.		
18.	General requirements		
18.1	Capability to function round the clock.		
18.2	The proposed ATMs must be configured & must be compatible for accepted standards of RuPay, MasterCard, VISA, JCB, Union Pay & Diners.		
18.3	ATM should be provided with Anti-virus solution. Updating the Anti-Virus software will be the responsibility of the vendor also the vendor will be responsible for OS hardening, installation of service pack, and patch files.		

18.4	Keyboard / Pin Entry Device (PED) must be Braille enabled so that visually impaired persons can also be able to operate without any difficulty and have passed testing by Payment Card Industry (PCI), RuPay, Visa, JCB, Union Pay and MasterCard recognized laboratory and approved by PCI, VISA, MasterCard, RuPay and all major payment gateways.		
18.5	ATM should have design which provides protection from Ants, Pests, Rats, Rodents, snakes etc. to infiltrate in the machine.		
19.	Color Branding & Stickering		
19.1	Colour Branding as per Banks requirement. Stickers are to be pasted at necessary places like "Cash Dispense place", Receipt Dispense place etc.		
20.	INTEGRATED ATM SURVEILLANCE SOLUTION		
20.1	DVR (Digital Video Recorder) provided must be able to capture image of the customer, when the customer enters the ATM room and also when the customer does a transaction at the ATM. ATMs should be with pinhole camera installed inside with motion detection capability. The images captured by the cameras should be recorded on ATM hard disc. In addition, one external camera should be attached to ATM and Images/videos captured by the same will be stored at ATM hard disk. Solution should be able to store Minimum 6 months of video images at an average of 600 transactions per day in the hard disc at any point of time. Additionally provision for 2nd external camera for site surveillance must be available.		
20.2	The solution should be able to store the images in a digital format. The solution must be able to capture the transaction information – such as the date & time –along with the images and same should be stored. The image stored should be in high compression JPEG format and must be stored for minimum 180 days with an average of 600 transactions per day.		
20.3	The machine should have the facility to allow uploading of images from the machine to a central server or central location at Bank's EFT switch centre as and when required by the Bank. The central server shall be deployed by Bank.		

20.4	Support to add additional 2 nd external camera for site surveillance.		
20.5	Functionality to upload images manually to a central server		
20.6	The solution must be configurable and should work underspecified light conditions		
20.7	Solution must have a search facility to locate an image/event by date & time, card number, transaction reference number and/or ATM ID		
20.8	DVR image backup shall online for 3 months in the machine and thereafter image backup to handed over to link branch preferably in DVD/Pen drive/ External Hard disk at the time of preventive maintenance. The media for backup to be provided by the branch.		
20.9	The solution should use minimum two cameras in different angles, one inside the ATM and another in the ATM Cabin. Camera should be suitably positioned to take image of the person even under poor lighting conditions. Camera should not capture the hand movement while entering the PIN. It will be the responsibility of the vendor to ensure that the images so captured are able to identify the persons entering the ATM Room.		
20.10	At no point the cameras should focus on ATM keypad (Masking must be implemented on keypad area).		
20.11	There should be minimum one camera inside the machine to capture the customer image. Camera should not capture the hand movement of the customer while entering the PIN. The 2 nd Camera should be installed within the ATM Room to capture the overall ATM site and store the images within the machine for a minimum period for 6 months.		
20.12	The cameras should be pilfered proof and hidden		
20.13	Solution should be able to record opening of chest door/upper hood and be able to send message to switch in each case.		
20.14	The system should have adequate provision for storing the images, back-up and archived images. ATMs must have two hard disk of minimum 500 GB Capacity each for ATM operation and storing the images data.		
20.15	Solution must be configurable to suit different site requirements and must be capable of performing under extreme light and heat conditions.		

20.16	Machine should be able to send indication to the switch whenever DVSS is down.		
20.17	Solution must have an integrated video surveillance system and centralized monitoring should be possible.		
20.18	The solution should be able to pull the required images from the Central location and share the same over e-mail with Bank officials, as and when required.		
20.19	The solution must not degrade the performance of ATMs, e.g., speed of normal transaction		
20.20	The image surveillance hardware should be integrated within the ATM		
20.21	The machine should support water marking for image authentication.		
21.	Environmental Capabilities		
21.1	Should operate in a range of temperature from 5 degree Centigrade to 50 degree Centigrade		
21.2	Should be capable of operating in range of relative humidity conditions from 5%to 95%		
21.3	Energy saving features. Indicate Power consumed include standby/sleep mode.		
22.	Biometric kit for the above ATMs		
22.1	ATMs supplied by the vendor should have a provision to support Biometric functions and have the capacity to be integrated with the Bank's Biometric solution and UIDAI certified solution without any additional cost to the Bank.		
22.2	<p>UIDAI certified finger print scanner/reader Level 1 with STQC Certified for Aadhaar enabled Payment System in the fascia with required software/application support to be provided.</p> <p>As there is L0 certification is available from UIDAI, bidder may submit the same. After finalisation of L1 certification by UIDAI, vendor has to submit L1 certificate without any additional cost to the Bank.</p> <p>(The details of the certified scanners are available in UIDAI PORTAL. Some of the models are : Morpho /MS011200E, Morpho / MS011200E2, Morpho / MS01300E, Mnatra/MFS100, CSD- 200, FM220 and Realscan G1)</p>		

23.	Visual Impaired Kit for the above ATMs		
23.1	ATMs installed should be talking ATMs for persons with visual impairment. It should support Regional languages, Hindi and English. Vendor has to provide & maintain the required software at no additional cost to Bank. Audio/WAV files for voice guidance functionality to be provided by the vendor in consultation with the Bank at no additional cost. The vendor to provide ATMs which support 3 languages including regional language and this functionality should be enabled.		
23.2	ATMs installed should have Braille keypads for persons with visual impairment.		
23.3	ATMs should include Braille-enabled function keys and guide labels for other functionalities, such as card reader, reader, receipt, ATM/ATM.		
23.4	Should have bunch cash presenter for ease in collecting cash		
23.5	ATMs should have slot for connecting head phone, PIN and figure print authentication (UIDAI Compliant) scanner.		
23.6	Voice guidance facility of Talking ATM as per Annexure- XXII of this RFP.		
23.7	Should have ergonomic design for easy accessibility		
23.8	ATMs should include Braille-enabled function keys and guide labels for other functionalities, such as card reader, reader, receipt, ATM/ATM.		
24.	Grouting		
24.1	The ATMs are to be supplied with grouting plate and necessary items like industrial bolts etc. to be grouted on a 6" thick concrete with reinforced concrete by the vendor without any cost to the Bank.		

Annexure- XII

BILL OF MATERIAL AND PRICE SCHEDULE

(To be submitted with technical Bid)

Sl. No.	Description	Unit	Make	Model	Specification	Additional Information
	ATMs with front loading					
1						
2						
3						
4						
5						
6						

Note- ATM components and its detailed specification & other items required for the proposed solution to be specified.



Place.

Date.

AUTHORISED SIGNATORY

Name:

Designation.

Confirmation on Compliance of Eligibility Criteria

Sl. No.	Criteria	(Proof of Documents required/must be submitted)	Compliance Yes/No
1	Bidder should be a company registered under Companies Act 1956 and Companies Act 2013 since the last three years as on RFP submission date.	Certificate of incorporation & Commencement of Business (whichever applicable) should be submitted.	
2	The bidder submitting the offer should have minimum average turnover of Rupees 20 Crores for the last three financial years i.e. 2015-16, 2016-17 & 2017-18. This must be the individual company turnover and not of any group of companies.	Copy of audited balance sheet of the financial year 2015-16, 2016-17 & 2017-18.	
3	Bidder should have positive net worth for last three financial years (2015-16, 2016-17 & 2017-18).	Copy of audited balance sheet of the financial year 2015-16, 2016-17 & 2017-18.	
4	Bidder should have executed the total order for at least 400 ATMs in Public Sector / Private Sector / Co-operative Banks in India during the last three years collectively. Out of the above at least 200 ATMs must be of the same make which is being offered.	Copy of purchase order or reference letter issued by organization evidencing the experience in Supply, Installation and maintenance of the ATMs to be enclosed along with the bid. Such documents should be in the name of the Bidder only.	
5	The bidder should have at least 50 service centres across the country covering all the Zonal offices of the Bank and should be capable of expanding the service centres to support the Bank's installed ATMs. List of	The bidder should submit detailed list of such support centers across India covering the locations.	

	service centres to be enclosed as per Annexure – XVII along with an undertaking to expand the service centres to support the Bank's installed ATMs.		
6	The bidder should be either Original Equipment Manufacturer (OEM) of ATMs or their authorized representative in India.	An authorization letter from OEM to this effect should be furnished as per Annexure-X. This letter should specify that in case authorized representative is not able to perform obligations as per contract during contract period, the Original Equipment Manufacturer would provide the same.	
7	Bidder should not have been black-listed by any bank / institution in India. An undertaking to this effect must be submitted in their letter head.	Self-declaration to this effect on Company letter head should be submitted.	
Note: - In this tender process, either authorized representative / distributor in India on behalf of Principal OEM (Original Equipment Manufacturer) or Principal OEM itself can bid but both cannot bid simultaneously. In such case OEM bid will only be accepted. If an agent / distributor submits bid on behalf of the Principal OEM, the same agent / distributor shall not submit a bid on behalf of another Principal OEM in the same tender for the same item or product			

Undertaking of Authenticity for ATMs/machines Supplies

Sub: **Selection of Vendor for Supply, Installation & Maintenance of 400 ATMs**

Ref: 1. Your Purchase Order No-----Dated -----

2. Our invoice no/ Quotation no. -----Dated -----

With reference to the Automated Teller Machines being supplied /quoted to you vide our invoice no/ quotation no/order no cited above-----.

We hereby undertake that all the components/parts/ assembly /software used in the machine(s) under the above like hard disk, Monitors, Memory, scanning assembly, sensors etc shall be original new components / parts/ assembly/ software only, from respective OEMs of the products and that no refurbished /duplicate/ second hand components/parts / assembly/ software are being used or shall be used.

We also undertake that in respect of licensed operating system, if asked for by you in the purchase order, the same shall be supplied along with the authorized license certificate (e.g. Product Keys on Certification of Authenticity in case of Microsoft windows Operating System) and also that it shall be sourced from the authorized source (e.g. Authorized Microsoft Channel in case of Microsoft Operating System).

Should you require, we hereby undertake to upgrade the Operating System version in future without additional cost to higher version during the contract period in case the existing version of the OS is declared end of support/ end of life.

Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM Supplier's at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with above at the time of delivery or during installation, for the IT Hardware/Software already billed, we agree to take back the Automated Teller Machines without demur, if already supplied and return the money if any paid to us by you in this regard.

We (system OEM name) also take full responsibility of both Parts & Service SLA as per the content even if there is any defect by our authorized Service Centre/ Reseller/ SI etc.

Authorized signatory

Name:

Designation:

Place:

Date:

Application Integrity Statement

(To be submitted in the Company Letter Head with technical Bid)

We undertake, that application supplied for Supply, Installation & Maintenance of 400 ATMs and other applications provided to Bank as per the scope of this RFP is free of malware, free of any obvious bugs, and free of any covert channels in the code.

Authorized signatory

Name:

Designation:

Place:

Date:



Acceptance Certificate**Certificate of Acceptance for Supply & Installation of ATMs****RFP Ref No. _____ & Date _____ Purchase Order No. _____ & Date _____**

RFP Ref No. DIT/BPR & BTD/OA/799/2019-20 Date 27/05/2019, Purchase Order ref No. _____ Date _____ ATM ID: _____

_____ Offsite / Onsite Address: _____ Connected Branch: _____ Date of Commissioning: _____

_____. This is to certify that the supply and installation of ATM for UCO Bank, against above said work order has been completed successfully.

For New ATM Installed: --

1. ATM Make _____
2. UCO Bank Colour Customization:--(Y / N) _____
3. UCO Bank Instruction Stickers on ATM:- (Y / N) _____
4. DVR Camera Installed & Procedure for viewing and back-up of snaps provided (Y/N): - _____
5. Grouting of ATM Done: - (Y/ N) _____
6. All Screens are copied and all functionality of UCO Bank working (Y/N) _____
7. Whether other services options are working (Y/N) _____
8. Cash Retraction has been disabled:- (Y/N) _____
9. Cash Loading Training provided (Y/N):- _____
10. Transactions happening with all type of language selection i.e Hindi/ Regional/English language:- (Y/N) _____
11. Transaction receipt is printing in respective language selection when selecting Hindi/Regional/English language (Y/N) _____
12. Vendor provided 2 rolls of receipt paper of 400 meters each (Y/N) _____
13. Vendor provided 2 rolls JP Paper of 200 meters each (Y/N) _____
14. ATM having vinyl wrapping as per Bank's branding (Y/N) _____
15. One set of media and documentation for equipment including software license certificate submitted to Branch (Y/N) _____.
16. One set of ATM software recovery media submitted to Branch (Y/N) _____.
17. EJ agent connected (Y/N) _____, EJ Docket No: _____
18. Old ATM (ATM ID _____) removed (Y/N) _____.

Branch Comments if any:

*Note: Branch should check ATM is in good condition (i.e new and not damaged during transit) and is working fine.

<p>We hereby confirm that the aforesaid ATM including all components is brand new and is working fine.</p> <p>Vendor Seal & Signature Date</p>	<p>Branch Head/Second Man Seal & Signature Date</p>
--	---



Details of Support Centers
(To be included in Technical Bid)

Sl. No.	City	Own or Franchise	Postal Address	Contact Numbers	Brief Description	No. of Field Support Engineers
1						
2						
3						
4						
5						
6						
7						
8						
9						

Authorized signatory

Name:

Designation:

Place:

Date:



Undertaking by the bidder

(To be included in Technical & Commercial Bid Envelope)

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

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

Dated this ____ day of _____ 2019

Signature

(Company Seal)

_____ यूको बैंक  UCO BANK

In the capacity of

Duly authorized to sign bids for and on behalf of:

Commercial Bid Template

(Amount in ₹)

Sl. No	Description	Unit Price (X)	GST %	GST amount (Y)	Unit Total Price Z= (X+Y)
1	Cost of Front Loading Automated Teller Machine (with 2 year warranty) as per the technical & functional specifications given in the RFP.				
2	Cost of 4 additional Cassette				
3	AMC for Front Loading ATM for 3 rd year				
4	AMC for Front Loading ATM for 4 th year				
5	AMC for Front Loading ATM for 5 th year				
6	AMC for Front Loading ATM for 6 th year				
7	AMC for Front Loading ATM for 7 th year				
8	Total Cost of 400 ATMs with AMC				
9	BUY BACK COST FOR UNIT ATM				
10	BUY BACK COST FOR 400 ATMs				
11	TOTAL COST OF OWNERSHIP (Sl. No 8 - Sl. No 10)				
12	TOTAL COST OF OWNERSHIP (in Figures)				
13	TOTAL COST OF OWNERSHIP (in Words)				

Note:

1. The calculation for arriving at TCO is properly mentioned in the appropriate columns and we 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 rectify the same and it will be binding upon our company.
2. 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.
3. Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
4. We have ensured that the price information is filled in the Commercial Offer at appropriate column without any typographical or arithmetic errors. All fields have been filled in correctly.

5. We have not added or modified any clauses/ statements/ recordings/ declarations in the commercial offer, which is conditional and/or qualified or subjected to suggestions.
6. We have not added or modified any clauses/ statements/ recordings/ declarations in the commercial offer, which contain any deviation in terms & conditions or any specification.
7. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
8. In case of any discrepancy between figures and words, the amount in words shall prevail.
9. Please note that any Commercial offer which is conditional and/ or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so such offer will be summarily rejected.
10. All prices should be quoted in (INR) only.
11. The TCO (Total cost of ownership) will be inclusive of GST and other applicable taxes. However the GST and other applicable taxes will be paid as per actuals.
12. While TCO shall be used by the Bank to discover L1 bidder, Order may be placed for all or selected line items mentioned above on the L1 price.
13. **AMC should be kept at minimum of 8% of unit cost of ATM. If the AMC is quoted below 8%, Bank will calculate the AMC at 8% and same will be binding upon the bidder. However, payment will be paid on actuals as quoted.**

Place:

Date:

AUTHORISED SIGNATORY

Name:

Designation:

OPTIONAL ITEMS**(Please quote rate Inclusive of all taxes)**

Sl. No	Description	Unit	Rate per unit
1	Currency Cassette – Secure with lock & key	Each	
2	Dispenser Unit	Each	
3	Touch Screen Monitor 10" and above	Each	
4	PC Core mother board	Each	
5	ATMPSU (SMPS)	Each	
6	Divert /Reject Cassette	Each	
7	Receipt Printer	Each	
8	Receipt Printer Head	Each	
9	Journal Printer	Each	
10	Journal Printer Head	Each	
11	Presenter	Each	
12	Hard Disk 500 GB	Each	
13	4GB DDR2 RAM	Each	
14	Mother Board with processor	Each	
15	Dual Pick Module with 2 Currency Cassettes	Each	
16	Mechanical Lock	Each	
17	Vault breaking charges	Each	
18	One Inbuilt Camera	Each	
19	Fascia Lock	Each	
20	Encrypted Pin Pad (EPP)	Each	
21	Visit Charges of Engineer per visit	Each	
22	Chest Door cutting Charges	Each	
23	Shifting of ATM within same premises with de-installation and re-installation	Each	
24	Shifting of ATMs within same City with de-installation and re-installation	Each	
25	Shifting of ATM/ from one City to other City with de-installation and re-installation	Each	
26	Grouting on a 6" thick concrete platform with reinforced concrete along with industrial bolts	Per Site	

27	Buy Back Cost Per ATM (For Old Diebold, NCR, Wincor make)	Each	
28	Biometric Kit for ATMs	Each	
29	Cost of Alarm Panel	Each	
30	Printer Head-Receipt Printer	Each	
31	Printer Head-Journal Printer	Each	
32	DVD Writer	Each	
33	Harness	Each	
34	S & G Lock	Each	
35	MAS Hamilton Lock	Each	
36	Operator Panel	Each	
37	2 KVA Stabilizer	Each	
38	Any Other Item (Please specify)	Each	

1. The bidder has to quote for the optional items mentioned in Annexure XX. The cost of items quoted shall be inclusive of all charges including installation, configuration and labour charges and the cost will be valid for three year from data of acceptance of Purchase order.
2. The list of optional items mentioned in Annexure XX are indicative only.
3. Bank reserves the right to indent the quantity of spare parts based on the requirement during warranty and AMC period and vendor will meet the Bank's need as and when required. The cost of optional items should be reasonable and comparable with market standards.
4. Warranty of the items will be co-terminus with the hardware/equipment warranty.
5. In case the Bank deems that the rates of optional items are on the higher side, the Bank has the right to seek third party opinion on rates of spares and has the right to negotiate with the selected bidders for prices of the optional items.
6. Spare parts not mentioned in the list will be considered as Free of Cost.

Place:

AUTHORISED SIGNATORY

Date:

Name:

Designation:

**** The above prices are subjected to negotiation.**

Undertaking Letter on the vendor's letterhead for Central Minimum Wages Act &
Labour Laws

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

Sir,

Sub: Confirmation for Government Rules relating to Minimum Wages:

Ref: RFP for Selection of Vendor for Supply, Installation & Maintenance of 400
ATMs" (RFP Ref No. DIT/BPR & BTD/OA/799/2019-20 Date: 27/05/2019)

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

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

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

**(Proof of compliance and labour license needs to be submitted alongwith the
quotation)**

Yours faithfully,

Authorised Signatory
Designation
Bidder's corporate name
Place:
Date:

Solution for Visually Impaired Persons

The proposed solution must have the following capabilities/ facilities:-

1. **Use of Text-To-Speech (TTS) technology:** Use of pleasant TTS voices in Indian accent with lexicon adjustments if words are not announced correctly by TTS engine.
2. **Language Support:** Multilingual support. To start with two languages offered, English and Hindi both, with option for other regional languages.
3. ATM Usage for both Sighted and Disabled.
4. No Special ATM Card requirement.
5. Own bank as well as other banks ATM card usage possible.
6. Starting with three key ATM operations (Cash Withdrawal, Balance Inquiry and PIN Change) bank is aiming to make available all ATM functions in accessible talking mode in a phase wise manner.

Work flow for the proposed solution for Visually Challenged Persons

1. Customer plugs in the headphone into the ATM audio jack - talking mode is enabled.
2. Welcome audio message.
3. Languages choice.
4. Volume control adjustment through keypad (EPP).
5. Hide or display option for ATM screens.
6. Listen to orientation message or skip.
7. Repeat orientation message or continue.
8. Insert ATM card.
9. Enter your PIN.
10. ATM transactions
 - a. Cash Withdrawal
 - b. Balance Enquiry
 - c. PIN Change
11. For Cash Withdrawal press X.
For Balance Enquiry press X
For PIN Change press X.
(Here use of X as keypad numbers mapping will depend on bank's FDK options.)

Important feature required in the proposed solution:-

1. A visually challenged person should be able to operate an ATM machine independently for Cash Withdrawal, Balance Enquiry and PIN change ATM operations.

2. Braille signages should be a part of ATM machine for locating ATM parts like card slot, TM/ATM, receipt printer, etc.
3. Person with visual disability should be able to operate the ATM through insertion of a headphone in an audio jack of ATM machine and able to complete the transactions through keyboard. Orientation for the using this ATM facility should also be provided which can be skipped next time.
4. Keypad button orientation is to be provided so that a visually challenged person can easily find buttons like Cancel, Clear and Enter. Also these three function keys should have distinct raised symbols so that a visually challenged user can feel and press a correct key. Keypad number pressed should be supported by a beep sound.
5. Bilingual orientation of ATM machine is an important feature in talking ATM which is added to UCO Bank's talking ATM so that a visually challenged person who is a first time user will get complete orientation of the ATM and can learn the function of different keys and slots on his own. Orientation feature also has skip ability so that in future an experienced visually challenged user can skip the orientation and can perform an ATM transaction directly.
6. At the very start of the ATM interaction a visually challenged user can choose preferred language, volume control, hide or display screen and orientation options before proceeding for transactions in the ATM machine.
7. Complete screen text and audio synchronization should to be provided.
8. ATM screens with white text on red background, bigger font size of text and menu selection options with white text on blue background are to be provided in accordance with the accessibility norms for low vision persons.

SIGNATURE

(Name & Designation, seal of the firm)

ATM DVSS Handover Certificate

Branch Head

(_____ Branch)

(_____ SOL ID)

Sub: Confirmation regarding handing over of DVR image of ATMs for quarter (i.e).

Preventive Maintenance for ATM _____ has been carried out for (I, II,III, IV) quarter of financial year 20____ out by Mr./Mrs. _____ Engineer (Engineer name _____). DVSS image of ATMs has been backed up in the DVD for the period from __/__/____ to __/__/____.

Please accept the same in DVD.

Yours faithfully,



Bidder's Authorised Signatory

Designation

Bidder's corporate name

Place:

Date:

Branch Accepting Authority

Name:

PF No:

Designation:

Undertaking for Non-Blacklisting / Non-Debarment of the bidder

To,
The Deputy General Manager (DIT, BPR & BTB)
UCO Bank, Head Office
Department of Information Technology,
5th Floor, 3 & 4 DD Block, Sector -1,
Salt Lake, Kolkata -700064

Dear Sir(s),

Sub: RFP for Selection of Vendor for Supply, Installation & Maintenance of 400 ATMs" (RFP Ref No. DIT/BPR & BTB/OA/799/2019-20 Date: 27/05/2019)

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

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

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 (Supply, Commissioning, Maintenance & Management of 400 ATMs) 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 Supply, Commissioning, Maintenance & Management of 400 ATMs 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.

12. Law and Place of Jurisdiction

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

13. 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.

14. Integrity Pact Duration.

- 14.1** This Integrity Pact begins when both parties have legally signed it. It expires of order / finalization of contract.
- 14.2** 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 .
- 14.3** 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.

15 Other Provisions

- 15.1** Changes and supplements need to be made in writing. Side agreements have not been made.
- 15.2** 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.
- 15.3** 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.

- 15.4 Nothing contained in this Integrity Pact shall be deemed to assure the bidder / Seller of any success or otherwise in the tendering process.
16. 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.
17. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.
18. The Parties here by sign this Integrity Pact.

BUYER

Signature:

Authorized Signatory

Department of IT

Place:

Date:

Witness:

(Name & Address)

BIDDER /SELLER

Signature:

Authorized Signatory (*)

Witness:

(Name & Address)



Undertaking Letter on the vendor's letterhead

To,
Deputy General Manager (DIT, BPR & BTB)
UCO Bank, Head Office
Department of Information Technology
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064

Sir,

Ref: RFP for Selection of Vendor for Supply, Installation & Maintenance of 400 ATMs (RFP Ref No. DIT/BPR & BTB/OA/799/2019-20 Date: 27/05/2019)

We undertake that we shall not quote products, whose End of sale/ End of Support / End of Life has been declared by the OEM as on RFP submission date. We ensure that any equipment supplied as part of this RFP would not reach end of support or end of life for at least Seven (7) years postdate of acceptance of such equipment by the Bank. In the event if any equipment supplied by us, reaches either end of support or end of life as stipulated in this clause, within the period of seven (7) years , we shall immediately replace/upgrade the equipment at no additional cost to the Bank



Yours faithfully,

Authorised Signatory

Designation

Bidder's corporate name

Place:

Date:

NON-DISCLOSURE AGREEMENT

(To be stamped in accordance with the stamp act)

This Non-Disclosure Agreement is entered into on thisday of..... 2019

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 successful bidder is sometimes referred to herein as a "**Party**" and together as the "**Parties**").

WHEREAS the Successful bidder/Receiving Party is inter alia engaged for **Supply, Installation & Maintenance of 400 ATMs** as per the terms and conditions specified in the RFP Ref No. **DIT/BPR & BTD/OA/799/2019-20 Dated 27/05/2019**. The Successful bidder/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 Supply, Installation & Maintenance of 400 ATMs.

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

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

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

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

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

.....

Signature: _____

Name: _____

Designation: _____

Date: _____

For and on behalf of

.....

(The selected successful bidder)

Signature: _____

Name: _____

Designation: _____

Date: _____