

**Request for Proposal (RFP)
for
Supply, Installation & Maintenance of Micro ATMs
(Devices) with End to End Solution for Financial
Inclusion Project**



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

RFP REF NO: UCO/DIT/28/2015-16 Date: 06/04/2015

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

This document is prepared by UCO Bank for its requirement of Request for Proposal (RFP) for Supply, Installation & Maintenance of Micro ATMs (Devices) with End to End Solution for Financial Inclusion Project. It should not be reused or copied or used either partially or fully in any form.

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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 service provider's responses. No contractual obligation on behalf of UCO Bank, whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officials of UCO Bank and the Bidder.

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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+ branches and 2100+ATMs (including Biometric enabled ATMs) spread all over the country. All the branches of the Bank are CBS enabled through Finacle (Ver. 7.0.25) as a Core Banking Solution. Currently Bank's existing ATMs are running through BASE24 6X.X Classic. 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. Bank plans to expand the ATM network, deploy more transaction kiosks & may introduce Point of Sales (POS) in near future. 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. UCO Bank is having two sponsored RRBs one is Bihar Gramin Bank (Head Quartered at Begusarai) and another is Paschim Banga Gramin Bank (Head Quartered at Howrah).

Bank is planning to procure micro ATMs with application software for key management and transaction processing for Financial Inclusion project across the country for UCO bank and its two sponsored RRBs. However, each of the RRB may issue separate purchase order to the selected bidder with the same terms and conditions as applicable to UCO Bank, specifying their requirements on their own. 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 Micro ATMs (Devices) with End to End Solution for Financial Inclusion Project.

CONTROL SHEET TABLE

Tender Reference	UCO/DIT/ 28 /2015-16
Cost of Tender Documents	Rs. 20,000 (Rupees Twenty Thousand Only)
Date of issue of RFP	06/04/2015
Earnest Money Deposit (EMD)	Rs. 50,00,000 /- (BG) (Rupees Fifty Lacs Only)
Date of Commencement of Sale of Tender Document	06/04/2015
Last date for submitting queries for the Pre-bid Meeting	13/04/2015
Prebid Meeting and Venue	17/04/2015 at 11.30 AM 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	24/04/2015 at 4.00 PM
Opening of Technical Bids	24/04/2015 at 4.30 PM
Opening of Commercial Bid	Will be informed subsequently to technically qualified bidders.
Address of Communication	UCO BANK Head Office-2 Department of Information Technology 7th Floor, 3 & 4 DD Block, Sector -1, Salt Lake, Kolkata-700 064
Email address	hocbs.calcutta@ucobank.co.in ho.fi@ucobank.co.in
Contact Telephone/Fax Numbers	Tel : 033-44557879/44559745 Fax : 033-23345013
Bids to be submitted	Tender box placed at: UCO BANK Head Office-2 Department of Information Technology 5th Floor, 3 & 4 DD Block, Sector -1, Salt Lake, Kolkata-700 064

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

1.1 INTRODUCTION:

UCO Bank invites sealed tenders comprising of Technical bid and Commercial bid from experienced prospective bidders having proven capabilities of Supply, Installation & Maintenance of Micro ATMs (Devices) with End to End Solution for Financial Inclusion Project. The prospective bidder is 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 working days in person on submission of a written application along with a non-refundable fee of Rs. 20,000/- (Rupees Twenty 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 two parts viz. Technical Bid & Commercial Bid. Both the bids must be submitted in separate sealed envelopes super scribing "Technical Bid for Supply, Installation & Maintenance of Micro ATMs (Devices) with End to End Solution for Financial Inclusion Project" on top of the envelope containing Technical Bid & "Commercial Bid for Supply, Installation & Maintenance of Micro ATMs (Devices) with End to End Solution for Financial Inclusion Project" on top of the envelope containing Commercial Bid. These two separate sealed envelopes should be put together in another sealed envelope super scribing "Bids for Supply, Installation & Maintenance of Micro ATMs

(Devices) with End to End Solution for Financial Inclusion Project” 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 filed 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 technical 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 (IT, BPR & BTB)
UCO Bank, Head Office-2
Department of Information Technology,
7th 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 should be allowed to withdraw the Bid once submitted

1.2 SUBMISSION OF BIDS

- 1.2.1 Technical Bid should be duly sealed and super scribed as “Technical Bid for Supply, Installation & Maintenance of Micro ATMs (Devices) with End to End Solution for Financial Inclusion Project”.

- 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 - IV including documentary proof in support of Eligibility Criteria and Annexure I, II, III, IV, V, VI, VIII, IX, X, XI, XII, XIII, XIV, XV, XVI, XVII, XVIII, XIX, XX, XXI and **Masked price** of (Annexure - XXII, Annexure - XXIII and XXIV). The selected bidder has to submit Annexure III, VII. The Annexure - XIX has to be submitted by the selected bidder at the time of installation of the machine.
- 1.2.5 Bidders to submit a masked commercial Bid i.e by hiding price commercial bid as per Annexure – XXII, Annexure - XXII & Annexure - XXIV with technical bid envelope to be submitted.
- 1.2.6 Commercial bid duly sealed and super scribed as "Commercial Bid for Supply, Installation & Maintenance of Micro ATMs (Devices) with End to End Solution for Financial Inclusion Project".
- 1.2.7 The Commercial bid should be made in compliance to Annexure - XXII including Annexure - XXIII and Annexure – XXIV in conformity with the scope of work and technical specifications given in the RFP.
- 1.2.8 Incomplete bids or bids not conforming to the terms and conditions are liable for rejection by the Bank.
- 1.2.9 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.
- 1.2.10 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.
- 1.2.11 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.

- 1.2.12 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.
- 1.2.13 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.
- 1.2.14 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.
- 1.2.15 Canvassing of any kind or Bid submitted with false information will be a disqualification.
- 1.2.16 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 one year and two years Annual Maintenance Contract (AMC Cost). The Price Bid should also include all applicable taxes such as Sales/VAT/Service/ Waybill etc. The Octroi/ Entry Tax will be paid extra, wherever applicable on submission of actual tax receipt.
- 1.2.17 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.
- 1.2.18 The bidder shall keep the price valid for the one year from the date of Agreement.
- 1.2.19 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 validity period.
- 1.2.20 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 viz. Sales tax, excise duty, custom duty.
- 1.2.21 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 notice.
- 1.2.22 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.

- 1.2.23 The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves its right to negotiate with any or all bidders. The Bank reserves the right to accept any bid in whole or in part.
- 1.2.24 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.
- 1.2.25 Bids once submitted shall not be returned to the Bidder in future.
- 1.2.26 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 Original Equipment Manufacturer(OEM). A commitment letter from the OEM at least for a period of 5 years has to be submitted along with the Technical bid.
- 1.2.27 The technical bid shall be submitted in conformity with the Scope of Work.
- 1.2.28 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 five years post date 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 5 years , the selected bidder has to immediately replace/upgrade the equipment at no additional cost to the Bank.
- 1.2.29 The Bank expects the selected bidder to adhere to the terms of this RFP document and would not like or accept any deviations to the same. No Counter condition / assumptions in response to technical /commercial bid will be accepted. Bank has a right to reject such bids.

1.3 COST OF TENDER DOCUMENTS

The intending bidders should pay the cost of tender document of Rs.20,000 (Rupees Twenty 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.

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 the RFP. The EMD amount is Rs 50,00,000 (Rupees Fifty 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 his tender before processing of the same.
- 1.4.2 In the case of a successful bidder, if the bidder fails in accordance with any Terms and Conditions or any requirement as specified in this document.
- 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.

1.5 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 stamp.
- 1.5.2 It is received through Telegram/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 / 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 Sheet Table). The queries for the Pre-bid Meeting should be reached in writing or by email on or before the date mentioned above on e-mail: hocbs.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. Bidders to note that queries raised by the prospective bidders and the Bank's response including clarifications / Amendments / Modifications of the RFP terms, if any will be hosted on the Bank's website.

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 Micro ATMs (Devices) with End to End Solution for Financial Inclusion Project. 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 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.

1.12 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.

1.13 NO LEGAL RELATIONSHIP

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

1.14 ERRORS AND OMISSIONS

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

1.15 ACCEPTANCE OF TERMS

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

1.16 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.

1.17 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.

1.18 LANGUAGE OF BIDS

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

1.19 CANCELLATION OF TENDER PROCESS

UCO BANK reserves the right to accept or reject in part or full any or all offers without assigning any reason thereof. Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the bidders. The Bank reserves the right to accept or reject any Bid in part or in full, and to cancel the Bidding process and reject all Bids at any time 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.

1.20 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.	Criteria	(Proof of Documents required/must be submitted)
1	Bidder should be a company registered under Companies Act 1956 since the last three years as on RFP submission date.	Certification of Incorporation & Commencement of Business (whichever applicable) should be submitted.
2	The bidder submitting the offer should have minimum annual turnover of Rupees 25 Crores per year during last three financial years i.e. 2011-2012, 2012-2013 and 2013-2014. This must be the individual company turnover and not of any group of companies.	Copy of the audited balance sheet of the company showing turnover of the company for the consecutive last three years i.e 2011-2012, 2012-2013 and 2013-2014 should be submitted.
3	Bidder should be a profit (profit after tax) making company in any one of the last three financial years (2011-2012, 2012-2013 and 2013-2014).	Copy of the audited balance sheet and profit & loss account to be submitted.
4	<p>Bidder should have executed the order for at least 500 micro ATMs in any Public Sector / Private Sector / Co-operative Bank's in India during the last three years.</p> <p style="text-align: center;">&</p> <p>The Bidder should have also experience in implementing end to end solutions, key management solutions, transaction processing solutions and integration experience with FIG, CBS and ATM Switch.</p>	<p>Copy of purchase order or reference letter of the organization evidencing the experience in Supply, Installation and maintenance of the micro ATMs to be enclosed along with the bid. Such documents should be in the name of the Bidder only.</p> <p>Copy of purchase order or reference letter of the organization evidencing the experience to be enclosed in executing end to end solutions, key management solutions, transaction processing solutions and integration experience with FIG,CBS and ATM Switch. Such documents should be in the name of bidder only.</p>

5	The bidder should have atleast 100 service centres own or with Franchisee / third party tie up arrangement across the country and should be capable of expanding the service centres to support the Bank's proposed Micro ATMs.	The bidder should submit list of service centers along with agreement / letter from franchisee / third party service provider to be enclosed along with an undertaking to expand the service centers to support the Bank's installed ATMs.
6	<p>The bidder should be Original Equipment Manufacturer (OEM) of micro ATMs or their authorized representative in India.</p> <p style="text-align: center;">&</p> <p>The bidder should be solution provider / system integrator for end to end financial inclusion solution or their authorised representative in India.</p>	An authorization letter from OEM/solution provider to this effect should be furnished as per Annexure-XIV. 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 that effect on Company letter head should be submitted.
<p>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</p>		

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 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 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 Micro ATMs. The Bidder should comply to all points in scope of work in Part IV and all points in Annexure – IV. Bidders will be rejected from the bid process on non-compliance of any point either in scope of work or points in Annexure – IV 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 L1 Bidder will be selected on the basis of the amount quoted for proposed solution quoted by them as per Annexure-XXII.
- 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 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.
- 3.1.3.5 In case there is a variation between numbers and words; the value mentioned in words would be considered.
- 3.1.3.6 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.

3.2 NORMALISATION OF BID:

The Bank will go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that Bidders are more or less on the same technical ground. After the normalization process , if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids, Bank may at its discretion ask all the technically short-listed Bidders to resubmit incrementally or totally the technical and commercial bids once again for scrutiny. The Bank can repeat this normalization process at every stage of technical submission or till the Bank is satisfied.

The Bidders have agreed that they have no reservation or objection to the normalization process and all the technically short listed bidders will, by responding to this RFP, agree to participate in the normalization process and extend their cooperation to the Bank during this process. The bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

3.3 COPY BID

Bidders shall also submit a copy of the total bid in a separate single sealed Outer cover duly sealed and superscribed "BID for Supply, Installation & Maintenance of Micro ATMs (Devices) with End to End Solution for Financial Inclusion Project SUBMITTED BY ON DUE DATE" (Duplicate Copy). The bids (Main copy and Duplicate copy) shall be dropped/ submitted at UCO Bank's address on or before the date and time given in Bid Detail-Control Sheet Table. Any Bid received by the Bank after deadline for submission

of Bids prescribed, will be rejected and returned unopened to the Bidder. In case of any discrepancy in the Main copy Bank may open the Duplicate copy of the bid at its discretion in presence of bidders.

PART – IV

4. SCOPE OF WORK

The successful bidder will be responsible for:-

- 4.1. Supply, Installation, Configuration and Maintenance of Micro-ATMs as per technical specifications.
- 4.2. The Micro-ATMs should be provided along with required SDK software applications related to the same.
- 4.3. Bidder to ensure that the Micro-ATMs devices should be compatible with the banks FI gateway / ATM switch applications through APIs and get certified from approved vendor at their own cost.
- 4.4. Bidder has to ensure that the MICRO-ATM device/ sensor should be certified by STQC (refer Micro ATM standards version 1.5.1 and any subsequent versions)
- 4.5. The MICRO-ATM based solution proposed should be on a scalable architecture.
- 4.6. Vendor has to provide necessary SDK software technical details related to MICRO-ATM and impart necessary technical / functional training to Bank's staff to operate device and application software loaded therein. The bidder has to provide necessary user training to Bank's staff and / or its authorized personnel free of cost at dealing officials of the Bank. Bidder has to provide softcopy of user manual, training material etc.
- 4.7. The Vendor will bring in all the required technology and infrastructure, including hardware, software, personnel, technical services, connectivity; maintenance, provide training and operational support for the end-to-end infrastructure supporting the bank.
- 4.8. Technology standards will have to meet specific requirements of all statutory authorities including IBA, State Government, GOI, RBI, UIDAI etc if any.
- 4.9. Vendor shall assist the Bank in identifying potential risks in the devices, remedy of any of the identified risks, develop strategies to measure, monitor and mitigate those risks and implement new controls.
- 4.10. Vendor shall cooperate with the Banks internal audit teams and third-party external auditors for conducting periodical audit and shall also assist in strengthening of processes by attending to audit points.

- 4.11. In addition to security features deployed in the technology, vendor's operational procedures should ensure protection of the bank from business risk (from system error, human error, negligence and mismanagement) and fraud risk (loss to earnings or capital due to intentional deception by employees, customers, agents, external entities, etc).
- 4.12. Vendor will take due care of the support infrastructure so as not to cause disruptions to services to the customers. The vendor should either repair defective Micro-ATM or any part or replace within 48 hours from the day he receives such Micro-ATM.
- 4.13. Vendor has to build support centers at each location having 100 or more MICRO-ATM installations/ in use. The bidder/OEM should be having / establish support offices / Support Centers / Support Locations / tie arrangement with authorised partner with necessary support infrastructure for maintenance of Micro-ATMs and Peripherals items at bank's Head Office and Circle Office locations including state capitals.
- 4.14. Vendor will be required to provide the verified credentials of each and every person deployed in the project.
- 4.15. Selected vendor will be responsible for managing the actions and activities of its personnel or the personnel of its subcontractors, etc involved in the project and will be accountable for all the personnel deployed/engaged in the project.
- 4.16. Vendor will be responsible to deliver Micro-ATMs to the locations specified by the Bank.
- 4.17. Bank will not bear the cost of delivery of Micro-ATMs and other components.
- 4.18. Orders will be placed by circle offices/ Head Office as per bank's requirements and vendor has to complete the order in the stipulated time frame.
- 4.19. All the related activities related to maintenance of the MICRO-ATM will be done by selected vendor.
- 4.20. All the Micro-ATMs or any other part lost during transport, having technical or manufacturing defect will be replaced free of cost.
- 4.21. MICRO-ATM should be delivered with MICRO-ATM Case/ leather bag with necessary literature and technical specifications.
- 4.22. The bidder will deliver the Micro-ATMs with bank specific applications and other utilities, if any, preloaded ex- factory. Subsequently these may be updated with the Bank specific application. Facility for downloading and

installing the application from a central location over the air should be provided.

- 4.23. Patches and upgrades for MICRO-ATM and its system software the bidder has to manage the relevant patches.
- 4.24. Additionally the bidder has to provide the system software patches to the bank's central FI gateway server so that the same can be pushed to the Micro-ATMs connected to FI gateway server.
- 4.25. Device, Application and the transaction processing system environment has to be PCI-DSS and PA-DSS certified. The selected vendor will be responsible to incorporate the necessary changes time to time required for certification PCI-DSS and PA-DSS without any extra cost to the Bank.
- 4.26. The selected bidder should implement Centralised Micro ATM management system (CMMS) as per the specification provided in clause 3.2.9 of Micro ATM standard version 1.5.1 released by NPCI / IBA in March 2013. (Detailed in technical specification Annexure IV).
- 4.27. Bank has implemented its FI Gateway (3 tier Architecture) with IBM Server X3250, Windows Server 2010 and MySQL Database. Selected bidder may port their middleware (if required) in the FI Gateway of the Bank. Otherwise the additional cost shall be categorically factored under the head "Other Item" in commercial template. Technical specification shall elaborate the proposed architecture.
- 4.28. End-to-End Solution including client application, HSM based key management system, API/message based ATM switch / FIG interface (inclusive of technology and support services) would be undertaken by selected bidder as per terms mentioned in the RFP.

Other Conditions:

- 4.29. The entire activity under this facility would be guided by and conform to guidelines of UCO BANK, Reserve Bank of India, UIDAI, IBA, NPCI, State and Central Governments, legal provisions etc. if any issued from time to time.
- 4.30. End-to-End Solution (inclusive of technology and support services) would be outsourced to one or more eligible Vendor initially or for a defined period as decided by the Bank as per terms mentioned in the RFP.
- 4.31. No right to employment in the Bank shall accrue or arise, at any point of time under this project to any of the bidder or its personnel or agents.
- 4.32. In the event of exit of the Vendor from the project, all the records & confidential information as would be required by the bank shall be handed over to the bank in form (as prescribed by the Bank at the time of exit).

- 4.33. Bank reserves the right to change the Vendor with one month's notice to the concerned person.
- 4.34. A detailed agreement with SLA (service level agreement) will be done with the vendor specifying roles and responsibilities. This will include Non-Disclosure clauses also.
- 4.35. The bidder also has to provide the adequate no of connectors/convectors and extension cables for the devices.
- 4.36. The selected bidder should integrate the Micro ATMs (Devices) with the Bank's existing switch and FI Gateway without any additional cost to the Bank.
- 4.37. The selected bidder should supply Micro ATMs (Devices) (including application software, key management, integration with ATM switch and FI Gateway, transaction processing) for Financial Inclusion Projects.

Note: Bidders to note that Bank reserves the right to avail product / services in single or in combination as mentioned in the commercial format. It will be binding upon the selected bidder and any decision of the Bank in this regard would be conclusive and final.

PART-V

5.1 ORDER DETAILS

The Bank intends to implement end to end Financial Inclusion Solution within the bank and also to its two sponsored RRBs by procuring 4500 micro ATMs (Devices) with End to End solution for Financial Inclusion Project. The purchase order will be placed by the Bank from Financial Inclusion Department, Head Office and payment will be made by Financial Inclusion Department ,Head Office, Performance Bank Guarantee will be required to be submitted at Financial Inclusion Department ,Head office. Any decision of the Bank in this regard will be final & conclusive and binding upon the selected bidder.

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 bidder. The bank reserves the right to place order for additional 10% ATMs at L1 cost 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 Micro ATMs (Devices) with End to End Solution for Financial Inclusion Project will be for a period of Five Years from the date of Agreement (SLA). The machines shall carry a comprehensive warranty for a period of five years from each installation and accepted by the Bank.

The vendor need to execute a Service Level Agreement (SLA) with UCO Bank represented by Financial Inclusion Department, Head Office covering all terms and conditions of this RFP, Pre-bid Response and subsequent addendum/corrigendum. SLA will cover performance and availability of the solution deployed for a period of one year 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 one year 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 TCO for 63 months from the date of purchase order. Upon furnishing the Performance Bank Guarantee, the EMD of the vendor shall be returned. 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, the Bank reserves the right to forfeit the same. 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 ensure commissioning of proposed interfacing solutions including HSM based Key Management application tested with the client application in at least one of the proposed model of Micro ATMs within 4 weeks of date of issuance of Purchase Order.

5.5.2 The selected bidder shall deliver the micro ATM devices 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 receipt of the order from the Bank, failing which the Bank reserves its right to levy liquidated damages.

5.5.3 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.

5.5.4 Pre-shipment Quality Inspection certificates for all equipment are to be submitted along with the invoices to the Bank.

5.5.5 The installation of machine will be deemed to complete when all the Hardware/Software / products specified in Annexure-IV have been supplied, implemented and made operationalised 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.

5.5.6 All the equipment supplied by the Bidder shall be legal and Bidder shall indemnify to Bank to this effect.

5.5.7 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.

5.5.8 The equipments are considered accepted (Commissioned and Operationalised) 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.

5.5.9 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 storage, shall be arranged by the bidder, 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.

5.6 PAYMENT TERMS

Purchase Order for Micro ATMs (Devices) along with Software Module as per commercial format shall be placed by the Head Office, Financial Inclusion Department, 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.
- 70 % of Total cost of Implementation for Hardware with system software (OS) on delivery, installation and commissioning of Client Software, Communication equipments etc and submission of invoice with proof of delivery, installation and successful commissioning.
- 20% of Total cost of Implementation for Hardware and System Software after 30 days of live run.
- In case any of the components of device are found to be defective / damaged, payment in respect of such MICRO ATM will be withheld by UCO BANK till the defective component or the MICRO ATM itself is

replaced. UCO Bank's decision as regards replacement of the defective part or the entire MICRO ATM shall be final, conclusive and binding on the selected bidder.

- The balance 10% 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 and tenure and an installation report duly certified by Branch along with acceptance certificate as per Annexure P.

For Software:

For Software items as mentioned in table 1 (Please Refer Annexure V-Table 1(B))

After 100% roll out of the each module purchased	70% cost of the respective module
After completion of 1st year of warranty for each module implemented	10% cost of the respective
After completion of 2nd year of warranty for each module implemented	10% cost of the respective module
After completion of 3rd year of warranty for each module implemented	10% cost of the respective

Cost of respective module mentioned hereinabove includes Cost of module actually implemented from the list as per **Annexure V table 2**.

5.7 PAYING AUTHORITY

The payments as per the Payment Schedule covered hereinabove shall be paid by the Financial Inclusion Department, 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 part liabilities.

Note: In case of States having Road Permit /entry tax, the Bidder will have to liaison with local tax authorities and branch officials 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. 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.

5.8 WARRANTY & AMC

WARRANTY

The Selected bidder shall provide comprehensive warranty for all the all the Hardware items including micro ATMs. The period of warranty will be five years 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. The Selected bidder should inform the bank about the end of life of the product proposed.

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 UPTIME

The selected bidder shall ensure uptime of individual ATMs (to be calculated on monthly basis) as mentioned below during warranty period:

Centers	Percentage
Metro & State Capital Centers	99%
Urban Centers (Other than Metro & State Capital Centers)	98%
Semi urban & Rural Centers	97%

Downtime for any particular micro ATM should not exceed more than 12 hours for a single incident of failure.

Uptime shall be calculated on a monthly basis and shall be counted from the time the call is identified as a Warranty call requiring an Engineer's visit.

Uptime percentage will be calculated as:

$$\frac{(\text{Available Time} - \text{Downtime})}{(\text{Available Time})} \times 100$$

Available time is time in hrs. cumulative over a month for individual micro ATM, available for bank's usage and will exclude time taken to load Software, perform any maintenance services and/or calls identified as Bank preventable calls; time for operational scheduled downtime; time when Equipment is not available due to events of force majeure, time taken for the engineer to reach the site, time taken to replenish cash and consumable, any type of jams, equipment not kept and/or maintained as per the required / defined environmental conditions, re-certification, cash related snags, relocation, re-installation, power failure, any attached device failures, switch software failure, network failures, time to replenish cash, delays in the Vendor access to the micro ATMs for a reason not attributable to the Vendor, currency quality related issues, any third party related problem and any other non- MICRO ATM related failures. Downtime is the time in hrs. Cumulative over a month, for which a site is completely unavailable for the usage due to failure of the Vendor supported equipments.

Selected bidder/s has to submit call report mentioning details of calls pending/disposed for all micro ATMs within 7 (seven) days from the close of every calendar month.

Note: If the selected bidder/s fails to provide services which results in the uptime of micro ATM below stipulated percentage, penalty will be applicable and will be deducted from the quarterly bill.

5.10 FUNCTIONALITY REQUIRED

These MICRO-ATMS will be used as field devices for carrying out i.e. the device should have the following software functionalities:-

- a) Aadhaar based login system along with fallback arrangement - OTP based login
- b) Key injection / extraction / validation utility (double length key)
- c) EKYC & EKYC based account opening
- d) AEPS interoperable transaction

- e) Aadhaar seeding
- f) Rupay & PIN transactions
- g) Normal Biometric transactions
- h) Micro Insurance Products
- i) Micro Pension Products
- j) IMPS based remittances
- k) Enrolment Application

Hardware Functionalities:- (As detailed in the device specification document of Annexure XXX)

5.11 PRICE

The commercial bid must include all hardware equipments along with system configuration, Model no, part no & price tag covering warranty period of five years. The Price Bid also must include all applicable taxes such as Sales/Service/VAT / Waybill etc. The Octroi /Entry Tax 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.

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.

The Selected bidder shall keep the price valid for a period One 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.

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. Sales tax, excise duty, custom duty, etc.

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.

5.12 PENALTY

- The Bidder shall perform its obligations under the service level agreement entered into with the Bank.
- 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.
- Bank may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of Bidder.
- The Bank shall implement all penalty clauses after giving due notice to the bidder.
- If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.
- SLA violation will attract penalties.
- Any micro ATMs including the software components / hardware equipments that are reported to be down on a given date should be repaired immediately. The resolution should not exceed 12 hours from the time of registering a complaint. The successful bidder(s) to ensure the above mentioned uptime to be calculated on monthly basis for machines.
- In case the Vendor fails to meet the required uptime, there will be a penalty of Rs.100/- (Rupees One Hundred only) upto 1% per downtime i.e If required uptime is 99% and the vendor's reported uptime of 98% then penalty will be 1% for each machine. The Bank expected that the vendors reported uptime should not be less than 90%. Bank reserves the right to invoke the performance security. The fault reporting by the Bank and/or its representative or agent will be through a telephonic message or any other mode as Bank may decide.
- Notwithstanding anything contained above, no such penalty will be chargeable on the Vendor under the above clauses for the inability occasioned, if such inability is due to reasons entirely attributable to the Bank.
- During warranty period, the penalty would be recovered from the vendor from the retention amount of Bank Guarantee.
- 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.

5.13 LIQUIDATED DAMAGE

In case the delivery & installation is delayed beyond the scheduled time from the effective date, "Liquidated Damage for Late Delivery & Installation"; 0.5% 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 it's 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.

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

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.

5.14 FORCE MAJEURE

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or the Bank as the case 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.

5.15 COMPLETENESS OF THE PROJECT

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

5.16 ACCEPTANCE TESTING

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 4500 micro ATMs with key management application software and transaction processing software. 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.

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.

The 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 micro ATMs offered for inspection are not as per UCO Bank's order or the bidder does not comply with the test and inspection procedure.

Should any inspected micro ATM fail to confirm to the specifications, UCO BANK may reject the same and the bidder shall either replace the rejected MICRO ATM or make all alterations necessary to meet specification requirements free of costs to UCO BANK

UCO Bank's right to inspect, test and where necessary reject the micro 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.

5.17 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 micro 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.

5.18 INDEMNITY

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

5.19 PUBLICITY

Any publicity by the selected bidder in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

5.20 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.

5.21 TECHNOLOGICAL ADVANCEMENTS

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

5.22 GUARANTEES

Selected bidder should guarantee that all the material as deemed suitable for the delivery and management of the Supply, Installation & Maintenance of 4500 micro ATMs with key management application software and transaction processing software scope as defined under this document, are licensed and legal. All hardware and software must be supplied with their original and complete printed documentation.

5.23 RESOLUTION OF DISPUTES

The Bank and the supplier Vendor shall make every effort to resolve amicably, by direct informal negotiation between the respective project directors of the Bank and the Vendor, any disagreement or dispute arising between them under or in connection with the contract.

If the Bank project director and Vendor project director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately refer the dispute to the senior authorised personnel designated by the Vendor and Bank respectively.

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

All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator: acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the chairman of the proceedings. The award of the Arbitrator shall be final and binding on the parties. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be Kolkata.

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of five days after posting if sent by registered post with A.D., or (iii) the business date of receipt, if sent by courier.

This RFP document shall be governed and construed in accordance with the laws of India. The courts of Kolkata alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this RFP document. Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

5.24 EXIT OPTION AND CONTRACT RE-NEGOTIATION

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

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

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

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

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

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

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

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

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

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

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

5.25 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.

5.26 TERMINATION

The Bank shall be entitled to terminate the agreement with the selected bidder at any time by giving ninety (90) 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.

5.27 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 of 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.

5.28 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.

5.29 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).

(Tender offer forwarding letter)

Tender Reference No.:__

Date: XX/XX/2015

**Deputy General Manager (IT, BPR & BTD)
UCO Bank,
Department of Information Technology,
Head Office II, 7th Floor 3 & 4 DD Block,
Sector -1, Salt Lake City, Kolkata -700064**

Dear Sir,

Sub: Your RFP for “Supply, Installation & Maintenance of Micro ATMs (Devices) with End to End Solution for Financial Inclusion Project” RFP Ref No. UCO/DIT/ 28 / 2015-16 Dated 06/04/2015

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 4500 micro ATMs with key management application software and transaction processing software 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 4500 micro ATMs with key management application software and transaction processing software as per the terms & conditions of your purchase orders.

In the event of our selection by the bank for undertaking Supply, Installation & Maintenance of Micro ATMs (Devices) with End to End Solution for Financial Inclusion Project, we will submit a Performance Guarantee for a sum equivalent to 10% of the project cost for a period of sixty three months 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. 20,000/- (Rupees Twenty Thousand Only) as Cost of RFP Document &
2. BG No. Dated for Rs. 50, 00, 000/- (Rupees Fifty Lacs Only) as EMD.

Dated this day of 2015

Signature:

(In the Capacity of)

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

General Details of the Bidder**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

	2011-12	2012-13	2013-14
Paid up capital			
Tangible Net Worth (excluding revaluation reserve)			
Total Outside Liabilities/Tangible Net Worth			
Net Sales of the Company as a whole.			
Out of the above Net Sales, Net Sales from services			
Gross Profit			
Net Profit (Profit After Tax)			
<i>Summary of Financial Position and working results</i>			
Growth in Operations (%)			
Growth in profitability (%)			

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

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

Details of Experience in Supply, Installation & Maintenance of micro ATMs

Sl. No.	Bank	Model Purchased	No. Of micro ATMs Purchased	Period during which installed (last 5 Years)	
				From	To

N.B. Enclose Satisfactory performance proof for above mentioned installations.

Place.

Date.

AUTHORISED SIGNATORY

Name:

Designation.

PROFORMA FOR PERFORMANCE 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 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.

Hardware Specifications for MICRO-ATM/POS and ATM switch Integration**Device Specifications**

Micro ATMs may be all-in-one integrated devices, or mobiles / PCs / tablets with accessories. Bank's procuring micro ATMs may choose to award higher technical scores for particular form factors, or optional features, which meet their own business requirements.

Component	Minimum Requirement	Bidders' Compliance (Yes/No)	Relevant information, if any
Biometric Scanner	Specified below		
Connectivity	The device must provide for two channels (of service provider's choice) of network connectivity.		
Security	2048-bit PKI, 256-bit AES, Base64, SHA-256 for full compliance with		
Authentication	Aadhaar Authentication API Specifications (9) with fail over arrangement for OTP based txn processing.		
Non-volatile Storage	Must be capable of storing audit trails of at least 1000 transactions.		
Display	Must be capable of displaying last 10 transactions without scrolling horizontally. Each transaction must display at least the date, type, and amount.		
Printer	Must be able to print out transaction status and a mini-statement of at least the last 10 transactions. Receipts and other printed items must be legible for at least two months from the date of printing.		
Battery	Rechargeable battery, with minimum 4 hours battery life.		
Power Adaptor	AC/DC Adaptor with surge protection.		
Environment	Operating temp: 0°C to 50°C.		

Storage	Storage not including battery: 0°C to 55°C.		
Magstripe reader and integrated PIN Pad	As per specifications mentioned below		
Speaker	A facility should be provided for voice confirmation of the transaction.		
Location	The terminal should have the capability to communicate its location (Industry standard 16 channel NMEA Compliant GPS support or Cell Tower Location or any other dynamic method for approximate Lat-Long location)		
QR Code Reader (Optional)	Ability to read QR code from the Aadhaar letter, of size 21mm x21mm, 600 DPI, and Error Correction Code Level M (Medium).		
EMV Compatability (Mandatory)	EMV Level 1 and Level 2 certification as per specifications given in the RFP		
NFC Reader (Optional)	Contactless smart card readers compliant to ISO 14443 A and B cards (for all four types of NFC tags) and ISO/IEC 18092.		

Note: At a future date, as the device ecosystem matures, the Micro ATM specifications may have to be refreshed and some of the optional items may be made mandatory. In case Micro ATM specifications are refreshed, devices conforming to the earlier specifications do not need to be upgraded; the new specifications will apply only for new procurements thereafter.

Biometric Scanner Specifications

All Micro ATM devices should use the STQC certified Scanner + Extractor to meet the technical specifications as defined by UIDAI. The scanner should be capable of encrypting the minutiae/ ISO template and the APDU should support to extract the encrypted structure. Certified devices should carry the Aadhaar logo on the device. The use of the Aadhaar logo should be in accordance with the guidelines issued by UIDAI.

Detailed guidelines on the STQC certification process and list of certified devices are available on the STQC website: <http://www.stqc.gov.in/content/bio-metric-devices-testing-and-certification>

Parameters	Specifications	Bidders' Compliance (Yes/No)	Relevant information, if any
Minimum Platen Area	Optical/multispectral/capacitance technology		
	1. If platen area is 15.24 mm x 20.32 mm or more:		
	1.1 Provisional certificate would be issued without any field testing;		
	1.2 Final certification would be subject to sensor-extractor meeting <2% FRR in Aadhaar authentication system (at FAR of 0.01%) for which detailed guidelines will be published by STQC.		
	2. If platen area is 12.8 mm x 16.5 mm or more but less than 15.24 mm x 20.32 mm, certification would be subject to sensor-extractor meeting <2% FRR in Aadhaar authentication system (at FAR of 0.01%) for which detailed guidelines will be published by STQC.		
	Any Other Technologies		
	3. <2% FRR in Aadhaar authentication set up (at FAR of 0.01%) would need to be demonstrated. Detailed guidelines and other requirements specific to the technology will published separately by STQC.		
Image quality	Must be listed on "IAFIS Certified Product List" posted on https://www.fbibiospecs.org/IAFIS/Default.aspx under "PIV Single Finger Capture Devices" OR Lab Test conformance report showing compliance to ISO 19794-4 Annexure A OR any other equivalent conformance report (to be approved for equivalence by expert committee appointed by Competent Authority)		
Extractor	· MINEX compliance		

Quality	· Number of Minutiae generated by extractor to be in conformance to ISO Specification. Tested for at least 12 Minutiae points generated under test conditions.		
NFIQ Quality Software	Inbuilt NFIQ quality software either at device level or extractor level.		
Resolution	Minimum 500 DPI with 5% margin on the lower side		
Grey scale/ Image type	8 bit, 256 levels		
Extractor & Image Template Standard	ISO 19794-2 for fingerprint minutiae template and ISO 19794-4 for Fingerprint Image Template		
Latent detection	Preferable		
Platen	Rugged, minimum IP 54 rating preferable		
	Prefer scratch resistant features		
Preferred Operating Temperature	0 to 45 degree Centigrade		
Preferred Storage Temperature	0 to 50 degree Centigrade		
Preferred Humidity	10 to 90%		
ESD	>= 8Kv		
Environment , health and safety	ROHS certification		
Safety	UL or IEC60950 compliance		
EMC compliance	FCC class A or equivalent		
Operating system	Vendor needs to declare the compatible operating system		
Connectivity	Standard USB connectivity for PC based application.		
	Connectivity for POS devices.		
Magstripe reader and integrated PIN pad specifications			
Magstripe reader	ISO triple-track 1/2/3, bi-directional, high-coercivity		
Security	1. 3DES encryption		
	2. TMK/TPK support with all keys remote download capability		
	3. UKPT / DUKPT capability		

PCI-PED for POS version	PCI (Payment Card Industry) PED (Pin Entry Device) for POS fully integrated with the device.		
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The payment application on micro ATMs for processing card and PIN transactions should be certified with PA-DSS certification (2) (3). Until the application is PA-DSS certified, the micro ATMs may not be able to process card and PIN transactions, but may process BC transactions as defined in these standards, so long as all other security requirements are met.

Please refer to:

https://www.pcisecuritystandards.org/security_standards/documents.php?association=PA-DSS

EMV Compliance

EMV capability is currently optional, but may become mandatory based on guidelines from RBI on securing card present transactions (2).

Please refer to:

<http://www.emvco.com/approvals.aspx>

Note:

1. All Micro ATM devices should be certified by STQC to meet the technical specifications as defined by UIDAI. Detailed guidelines on the STQC certification process are available on the STQC website: <http://www.stqc.gov.in/content/bio-metric-devices-testing-and-certification>

The OEM should also release patches and upgrades in respect of new guidelines defined by UIDAI/IDRBT.

Compliance of below mentioned details to be submitted by bidder:

The device being submitted is fully compliant with Micro ATM Standards version 1.5.1. The proofs of necessary certifications are attached with this letter.

Device

Make	List Device name
Model	List Device model number

Hardware

Biometric scanner	List make of scanner
Connectivity	List all channels available (Single/Dual SIM GPRS, CDMA, PSTN, Ethernet, Wifi, etc)

Non-volatile storage	List storage capacity
Display	List size of display
Printer	List whether thermal / impact
Battery	List whether battery is rechargeable, battery life in hours
Power Adaptor	Meets standards: Yes / No
Environment	Meets standards: Yes / No
Magstripe reader and PIN pad	Meets standards: Yes / No
Speaker	Meets standards: Yes / No
Location	Meets standards: Yes / No

Proofs of certification (Attached)

1. STQC certification of Scanner + Extractor meeting UIDAI standards
2. PCI-PED certified PIN pad

HSM Specifications

Parameters	Specifications	Bidders' Compliance (Yes/No)	Relevant information, if any
HSM module	Hardware Security Module (HSM) with support of minimum 30 3DES supported TPS scalable upto 100 TPS		
	Multi threading support to exploit full performance capability		
Cryptographic Support	DES and Triple DES Algorithms – Provide PIN encryption, Support latest EMV standards & all International Card Schemes . Capable to support DES and 3DES KEY lengths 112 bit,168 bit FIPS 198-1		
	Hardware / Firmware certified to PCI HSM Standard		

Host Connectivity	TCP/IP and UDP, Ethernet 10/100/1000, Base-T, Dual Gig ports for resilience,, Async, (v.24,RS232)		
Management facilities	Graphical user interface (GUI) option for standard PC hardware over Ethernet-Local HSM Manager. Console interface for "dumb" terminal - SNMP Utilization statistics - Health check diagnostic and error logs		
Key Managements	Multiple Local Master Keys (LMKs) for secure storage and distribution of keys providing comprehensive separation of key types, applications or customer data as required <ul style="list-style-type: none"> • Known test LMK for use in non-production environments • Thales Key Block support (superset of ANSI X9.24) , • DUKPT (DES and Triple-DES) • Master/Session Key • Racal Transaction Key Scheme 		
Security Certification	Cryptographic module certified to FIPS: 140- 2 Level 3, 46, 81, 180-3, 186-3, 198 <ul style="list-style-type: none"> • PCI HSM • APCA • MEPS • NIST SP800-20, SP800-90(A) • Tamper Resistance designed to exceed requirements of FIPS 140-2 Level 3 • HSM overall at FIPS 140 – 2 level 3. • PCI HSM Certified • FIPS approved Random number generator • FIPS approved algorithms 		

Security features	<ul style="list-style-type: none"> • Two factor authentication of operators using smart cards • Dual physical locks or smart cards control authorization levels. • Tamper resistance exceeding requirements of PCI HSM & FIPS 140-2 Level 3 • Detection of cover removal in addition to Alarm triggers for motion, voltage and temperature • Multiple alarm triggers for motion, voltage and temperature • Device „hardening“ – ability to disable functions not required by the host application • Audit trails 		
Power:	<ul style="list-style-type: none"> • Dual Power • Voltage: 100-240 VAC and 175-264VAC Universal Point • Frequency: 47-63Hz 		
Physical & Environmental Characteristic:	<ul style="list-style-type: none"> • Form Factor: 2U, rack mount • Rack mounting kit • Operating Temperature: 0 to 40 degree • Humidity : 10% to 90%, non-condensing 		

Yours sincerely,
(Authorized Signatory)

Responsibility Matrix

Facility	Activity Description	Technology Service Provider
Micro-ATMs	MICRO-ATM related software applications	Yes
	Update/ customization in MICRO-ATM Applications	Yes
	Integration with other components of the Bank's FI gateway solution.	Yes
	Training to Business Correspondent Agents	Yes
	Training to Bank's technical team on SDK	Yes
Micro-ATM Management Activities	Central Management / Inventory Management tool / software having following features	Yes
	Re-issuing of lost/stolen Micro-ATMs	Yes
	Information update	Yes
	MICRO-ATM tracking	Yes
	Other related MIS	Yes

**List of Additional Functionalities being offered as part of the Solution,
without any Additional cost module wise.**

S.No.	Module	Functionality

COMPLIANCE STATEMENT

DECLARATION

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP including all annexure(s), addendum(s) and corrigendum(s)

Signature and Seal of Bidder

We certify that the systems/services offered by us for tender conforms to the Technical specifications stipulated by you with the following deviations

List of deviations

- 1)
- 2)
- 3)
- 4)

(If left blank it will be construed that there is no deviation from the specifications given above)

Signature and Seal of Bidder

Bidder's Compliance to Scope Of Work

S.No.	Scope Of Work	Bidders Compliance (Yes/No)
1	Supply, Installation, Configuration and Maintenance of Micro-ATMs as per device specifications	
2	The Micro-ATMs should be provided along with required SDK software applications related to the same.	
3	Bidder to ensure that the Micro-ATMs devices should be compatible with the banks FI gateway / ATM switch applications through APIs and get certified from approved vendor at their own cost.	
4	Bidder has to ensure that the MICRO-ATM device/ sensor should be certified by STQC (refer Micro ATM standards version 1.5.1 and any subsequent versions)	
5	The MICRO-ATM based solution proposed should be on a scalable architecture.	
6	Vendor has to provide necessary SDK software technical details related to MICRO-ATM and impart necessary technical / functional training to Bank's staff to operate device and application software loaded therein. The bidder has to provide necessary user training to Bank's staff and / or its authorized personnel free of cost at dealing officials of the Bank. Bidder has to provide softcopy of user manual, training material etc.	
7	The Vendor will bring in all the required technology and infrastructure, including hardware, software, personnel, technical services, connectivity; maintenance, provide training and operational support for the end-to-end infrastructure supporting the bank.	
8	Technology standards will have to meet specific requirements of all statutory authorities including IBA, State Government, GOI, RBI,UIDAI etc if any.	
9	Vendor shall assist the Bank in identifying potential risks in the devices, remedy of any of the identified risks, develop strategies to measure, monitor and mitigate those risks and implement new controls.	
10	Vendor shall cooperate with the Banks internal audit teams and third-party external auditors for conducting periodical audit and shall also assist in strengthening of processes by attending to audit points	
11	In addition to security features deployed in the technology, vendor's operational procedures should ensure protection of	

	the bank from business risk (from system error, human error, negligence and mismanagement) and fraud risk (loss to earnings or capital due to intentional deception by employees, customers, agents, external entities, etc).	
12	Vendor will take due care of the support infrastructure so as not to cause disruptions to services to the customers. The vendor should either repair defective Micro-ATM or any part or replace within 48 hours from the day he receives such Micro-ATM.	
13	Vendor has to build support centers at each location having 100 or more MICRO-ATM installations/ in use. The bidder/OEM should be having/ establish support offices/ Support Centers/ Support Locations / tie arrangement with authorised partner with necessary support infrastructure for maintenance of Micro-ATMs and Peripherals items at bank's Head Office and Circle Office locations including state capitals.	
14	Bidder will be required to provide the verified credentials of each and every person deployed in the project.	
15	Selected vendor will be responsible for managing the actions and activities of its personnel or the personnel of its subcontractors, etc involved in the project and will be accountable for all the personnel deployed/engaged in the project.	
16	Bidder will be responsible to deliver Micro-ATMs to the locations specified by the Bank	
17	Bank will not bear the cost of delivery of Micro-ATMs and other components	
18	Orders will be placed by circle offices/ Head Office as per bank's requirements and vendor has to complete the order in the stipulated time frame.	
19	All the related activities related to maintenance of the MICRO-ATM will be done by selected vendor.	
20	All the Micro-ATMs or any other part lost during transport, having technical or manufacturing defect will be replaced free of cost.	
21	MICRO-ATM should be delivered with MICRO-ATM Case/ leather bag with necessary literature and technical specifications.	
22	The bidder will deliver the Micro-ATMs with bank specific applications and other utilities, if any, preloaded ex- factory. Subsequently these may be updated with the Bank specific application. Facility for downloading and installing the application from a central location over the air should be provided .	
23	Patches and upgrades for MICRO-ATM and its system	

	software the bidder has to manage the relevant patches.	
24	Additionally the bidder has to provide the system software patches to the bank's central FI gateway server so that the same can be pushed to the Micro-ATMs connected to FI gateway server.	
25	Device, Application and the transaction processing system environment has to be PCI-DSS and PA-DSS certified. The selected vendor will be responsible to incorporate the necessary changes time to time required for certification PCI-DSS and PA-DSS without any extra cost to the Bank.	
26	The selected bidder should implement Centralised Micro ATM management system (CMMS) as per the specification provided in clause 3.2.9 of Micro ATM standard version 1.5.1 released by NPCI / IBA in March 2013. (Detailed in technical specification.	
27	The entire activity under this facility would be guided by and conform to guidelines of UCO BANK, Reserve Bank of India, UIDAI, IBA, NPCI, State and Central Governments, legal provisions etc. if any issued from time to time.	
28	End-to-End Solution including client application, HSM based key management system, API/message based ATM switch / FIG interface (inclusive of technology and support services) would be undertaken by selected bidder as per terms mentioned in the RFP.	
29	No right to employment in the Bank shall accrue or arise, at any point of time under this project to any of the bidder or its personnel or agents.	
30	In the event of exit of the Vendor from the project, all the records & confidential information as would be required by the bank shall be handed over to the bank in form (as prescribed by the Bank at the time of exit).	
31	Bank reserves the right to change the Vendor with one month's notice to the concerned person	
32	A detailed agreement with SLA (service level agreement) will be done with the vendor specifying roles and responsibilities. This will include Non-Disclosure clauses also.	
33	The bidder also has to provide the adequate no of connectors/convector and extension cables for the devices.	
34	The selected bidder should integrate the micro ATMs with the Bank's existing switch and FI Gateway without any additional cost to the Bank	
35	The selected bidder should supply Micro ATMs (Devices) (including application software, key management, integration with ATM switch and FI Gateway, transaction processing) for Financial Inclusion Projects.	
36	Bank has implemented its FI Gateway (3 tier Architecture) with IBM Server X3250, Windows Server 2010 and MySQL Database. Selected bidder may port their middleware (if	

	required) in the FI Gateway of the Bank. Otherwise the additional cost shall be categorically factored under the head "Other Item" in commercial template. Technical specification shall elaborate the proposed architecture	
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Note: Bidders compliance "No" for any of the above criteria may result in rejection of the bid document.



**Deputy General Manager (IT, BPR & BTB)
UCO Bank, Head Office,
Department Of Information Technology
7th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064**

Sir,

Reg.:

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,
7th Floor, 3 & 4 DD Block, Sector-I,
Salt Lake, Kolkata – 700064**

Dear Sirs,

In response to your invitation to respond to your RFP for Supply, Installation & Maintenance of Micro ATMs (Devices) with End to End Solution for Financial Inclusion Project, 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 Supply, Installation & Maintenance of Micro ATMs (Devices) with End to End Solution for Financial Inclusion Project 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 50,00,000 (Rupees Fifty 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 50,00,000 (Rupees Fifty 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

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 _____ Micro 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 36 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 _____ Micro 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 Supply, Installation & Maintenance of Micro ATMs (Devices) with End to End Solution for Financial Inclusion Project RFP on their official letterheads.

To

**The Deputy General Manager (IT, BPR & BTB)
UCO Bank, Head Office,
IT, BPR & Business Transaction Department
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064**

Sir,

Sub: Supply, Installation & Maintenance of Micro ATMs (Devices) with End to End Solution for Financial Inclusion Project

Further to our proposal dated, in response to the Request for Proposal (Bank's tender No. herein 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 Supply, Installation & Maintenance of Micro ATMs (Devices) with End to End Solution for Financial Inclusion Project RFP on their official letter-head.

To,

**Deputy General Manager (IT, BPR & BTD)
UCO Bank, Head Office,
Department of Information Technology
7th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064**

Sir,

Sub: Supply, Installation & Maintenance of Micro ATMs (Devices) with End to End Solution for Financial Inclusion Project for UCO Bank

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

Manufacturer Authorisation Form

To,

**Deputy General Manager
(IT, BPR & BTD)
UCO Bank, Head Office,
Department of Information Technology
7th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064**

Dear Sir,

We (Name of the Manufacturer) who are established and reputable manufacturers of having factories at, and do hereby authorize M/s (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 No and 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.

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)

BILL OF MATERIAL AND PRICE SCHEDULE
(To be Submitted with technical Bid)

Sr. No.	Description	Unit	Make	Model	Specification	Additional Information
1	Micro ATMs					
2	Hardware Security Module					
2	Other items required for the proposed solution (Pl specify)					

Place.

Date.

AUTHORISED SIGNATORY

Name:

Designation.



Confirmation on Compliance of Eligibility Criteria

Sl. No.	Criteria	(Proof of Documents required/must be submitted)	Bidders Compliance (Yes/No)
1	Bidder should be a company registered under Companies Act 1956 since the last three years as on RFP submission date.	Certification of Incorporation & Commencement of Business (whichever applicable) should be submitted.	
2	The bidder submitting the offer should have minimum annual turnover of Rupees 25 Crores per year during last three financial years i.e. 2011-2012, 2012-2013 and 2013-2014. This must be the individual company turnover and not of any group of companies.	Copy of the audited balance sheet of the company showing turnover of the company for the consecutive last three years i.e 2011-2012, 2012-2013 and 2013-2014 should be submitted.	
3	Bidder should be a profit (profit after tax) making company in any one of the last three financial years (2011-2012, 2012-2013 and 2013-2014).	Copy of the audited balance sheet and profit & loss account to be submitted.	
4	<p>Bidder should have executed the order for at least 500 micro ATMs in any Public Sector / Private Sector / Co-operative Bank's in India during the last three years.</p> <p style="text-align: center;">&</p> <p>The Bidder should have also experience in implementing end to end solutions, key management solutions, transaction processing solutions and integration experience with FIG, CBS and ATM Switch.</p>	<p>Copy of purchase order or reference letter of the organization evidencing the experience in Supply, Installation and maintenance of the micro ATMs to be enclosed along with the bid. Such documents should be in the name of the Bidder only.</p> <p>Copy of purchase order or reference letter of the organization evidencing the experience to be enclosed in executing end to end solutions, key management solutions, transaction processing solutions and integration experience with FIG,CBS and ATM Switch. Such</p>	

		documents should be in the name of bidder only.	
5	The bidder should have atleast 100 service centres own or with Franchisee / third party tie up arrangement across the country and should be capable of expanding the service centres to support the Bank's proposed Micro ATMs.	The bidder should submit list of service centers along with agreement / letter from franchisee / third party service provider to be enclosed along with an undertaking to expand the service centers to support the Bank's installed ATMs.	
6	<p>The bidder should be Original Equipment Manufacturer (OEM) of micro ATMs or their authorized representative in India.</p> <p style="text-align: center;">&</p> <p>The bidder should be solution provider / system integrator for end to end financial inclusion solution or their authorised representative in India.</p>	An authorization letter from OEM/solution provider to this effect should be furnished as per Annexure-XIV. 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 that 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 Micro ATMs/Devices Supplies

Sub: Supply, Installation & Maintenance of Micro ATMs (Devices) with End to End Solution for Financial Inclusion Project for UCO Bank

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 incase 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 Micro ATMs (Devices) with End to End Solution for Financial Inclusion Project 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 Micro ATMs****RFP Ref No. _____ & Date Purchase Order No. _____ & Date**

Micro ATM SI No: _____

Installation 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 Micro ATM Installed: --

1. Micro ATM Make _____
2. All the applications as specified in the work order has been installed : (Y/N)
3. Application functionalities tested : (Y/N)
4. SQTC certified FP Scanner installed (Y/N)
5. Voice enabled for English / Hindi and Local Language (Y)
6. Receipt Printing as per the standards of Micro ATM v1.5.1
7. Whether other services options are working (Y/N) _____
8. Rate of Failure in AEPS, EKYC transactions _____ (out of 50 txns)
9. Transaction receipt is printing in Bi-Lingual when selecting Hindi/Regional language (Y/N)

Branch Comments if any:

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

We hereby confirm that the aforesaid Micro ATM including all components is brand new and is working fine.

Vendor
Seal & Signature
Date

Branch Head/Second Man
Seal & Signature
Date

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						

Undertaking

(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 _____ 2015

Signature

(Company Seal)

In the capacity of
Duly authorized to sign bids for and on behalf of:



Commercial Bid Template**Table 1**

(Amount in Rs.)

Sl. No.	Description	Unit Price (X)	VAT/ Sales Tax (Y)	Service Tax/Any Other tax (Z)	Unit Total Price T= (X+Y+Z)
1	Cost of device compliant to Micro ATM Standard 1.5.1 with 5 Years Comprehensive Warranty				
2	Total Unit Price (Sl. No. T)				
3	TOTAL COST for 4500 Micro ATMs (with 5 years comprehensive warranty) (Sl. No. 2 X 4500)				
4	Cost of Two Units of Hardware Security Module (HSM) with support of minimum 30 TPS scalable upto 100 TPS				
5	Cost of Other Items (if specified in Bill of Material as per clause 4.27)				
6	TOTAL COST FOR 4500 Micro ATMs + 2 Units of HSM Module + Other Items				
7	TOTAL COST (in words)				



Place:

Date:

AUTHORISED SIGNATORY

Name:

Designation:

Table 2**(All the cost must be quoted on the basis of Five Years comprehensive warranty)****(Amount in Rs.)**

SI No.	Module	No. of License (a)	Cost of License per unit (b)	Taxes at present rate (c)	Total $a \times (b + c)$
01	Aadhaar based login system along with fallback arrangement - OTP based login				
02	Key injection / extraction / validation utility (double length key)				
03	EKYC & EKYC based account opening				
04	AEPS interoperable transaction Aadhaar seeding				
05	Rupay & PIN transactions				
06	Normal Biometric transactions				
07	Micro Insurance Products				
08	Micro Pension Products				
09	IMPS based remittances				
TOTAL COST (TABLE 2)					
TOTAL COST (in words)					

Table 3: Total Cost of Ownership

Sl no.	Description	TOTAL COST
01	Total cost of device compliant of Micro ATM Standard 1.5.1 along with 2 Units of HSM) [Total of Table 1]	
02	Total cost of Client Software [Total of Table 2]	
Total cost of ownership(Sr. no:1 +Sr. no:2) ,amount quoted in figures		
Total cost of ownership(Sr. no:1 +Sr. no:2) ,amount quoted in words		

Note:

- The L1 (lowest one) bidder will be determined based on the lowest cost quoted by the bidder i.e. **Total Cost of Ownership (TCO) as mentioned in Table-3.**
- Bank reserves right to purchase either Micro ATMs or HSM Units OR Combination of both devices as mentioned Table-1 during the entire contract period.
- Bank reserves right to purchase either single software module OR Combination of software modules as mentioned Table-2 during the entire contract period.

Place:

Date:

AUTHORISED SIGNATORY

Name:

Designation:

List of Abbreviations used in the RFP

OEM	- Original Equipment Manufacturing
FIG	- Financial Inclusion Gateway
SDK	- Software Development Kit
STQC	- Standardization Testing and Quality Certification
API	- Application Programming Interface
PCIDSS	- Payment Card Industry Data Security Standard
PA-DSS	- Payment Application Data Security Standard
FIPS	- Federal Information Processing Standard

