

# Request for Proposal (RFP) For Procurement of 300 Cash Recycler Machines



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

**RFP REF NO: DIT/BPR & BTD/OA/3456/2020-21 Date: 01/03/2021**

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

This document is prepared by UCO Bank Selection of Vendor for procurement of 300 Cash Recycler Machines. It should not be reused or copied or used either partially or fully in any form.

### **Disclaimer**

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



## TABLE OF CONTENTS

<b>CONTROL SHEET TABLE.....</b>	<b>9</b>
<b>1. INTRODUCTION.....</b>	<b>10</b>
<b>2. OVERVIEW OR OBJECTIVE .....</b>	<b>10</b>
<b>3. ELIGIBILITY CRITERIA.....</b>	<b>10</b>
<b>PART – II: INVITATION FOR BIDS AND INSTRUCTIONS TO BIDDERS .....</b>	<b>14</b>
<b>1. INVITATION FOR BIDS .....</b>	<b>14</b>
<b>2. DUE DILIGENCE.....</b>	<b>14</b>
<b>3. TENDER DOCUMENT &amp; FEE.....</b>	<b>14</b>
<b>4. BID SECURITY DECLARATION .....</b>	<b>15</b>
<b>5. REJECTION OF THE BID .....</b>	<b>15</b>
<b>6. PRE-BID MEETNG.....</b>	<b>16</b>
<b>7. MODIFICATION AND WITHDRAWAL OF BIDS .....</b>	<b>16</b>
<b>8. INFORMATION PROVIDED.....</b>	<b>16</b>
<b>9. CLARIFICATION OF OFFER .....</b>	<b>17</b>
<b>10. LATE BIDS.....</b>	<b>17</b>
<b>11. ISSUE OF CORRIGENDUM.....</b>	<b>17</b>
<b>12. FOR RESPONDENT ONLY .....</b>	<b>17</b>
<b>13. DISCLAIMER .....</b>	<b>17</b>
<b>14. MSME .....</b>	<b>17</b>
<b>15. COSTS BORNE BY RESPONDENTS .....</b>	<b>18</b>
<b>16. NO LEGAL RELATIONSHIP .....</b>	<b>18</b>
<b>17. CANCELLATION OF TENDER PROCESS .....</b>	<b>18</b>
<b>18. CORRUPT AND FRAUDULENT PRACTICES.....</b>	<b>19</b>
<b>19. NON-TRANSFERRABLE OFFER .....</b>	<b>19</b>
<b>20. ADDRESS OF COMMUNICATION .....</b>	<b>19</b>

<b>21.</b>	<b><u>PERIOD OF BID VALIDITY .....</u></b>	<b><u>19</u></b>
<b>22.</b>	<b><u>NO COMMITMENT TO ACCEPT LOWEST OR ANY BID .....</u></b>	<b><u>20</u></b>
<b>23.</b>	<b><u>ERRORS AND OMISSIONS .....</u></b>	<b><u>20</u></b>
<b>24.</b>	<b><u>ACCEPTANCE OF TERMS .....</u></b>	<b><u>20</u></b>
<b>25.</b>	<b><u>RFP RESPONSE.....</u></b>	<b><u>20</u></b>
<b>26.</b>	<b><u>NOTIFICATION .....</u></b>	<b><u>20</u></b>
<b>27.</b>	<b><u>ERASURES OR ALTERATIONS.....</u></b>	<b><u>21</u></b>
<b>28.</b>	<b><u>CLARIFICATIONS ON AND AMENDMENTS TO RFP DOCUMENT .....</u></b>	<b><u>21</u></b>
<b>29.</b>	<b><u>LANGUAGE OF BIDS .....</u></b>	<b><u>21</u></b>
<b>30.</b>	<b><u>AUTHORIZED SIGNATORY.....</u></b>	<b><u>21</u></b>
<b>31.</b>	<b><u>SUBMISSION OF OFFER- THREE BID SYSTEM .....</u></b>	<b><u>21</u></b>
<b>32.</b>	<b><u>OTHER TERMS AND CONDITIONS.....</u></b>	<b><u>24</u></b>
<b>33.</b>	<b><u>ADOPTION OF INTEGRITY PACT .....</u></b>	<b><u>25</u></b>
<b>34.</b>	<b><u>PREFERENCE TO MAKE IN INDIA: .....</u></b>	<b><u>26</u></b>
<b>35.</b>	<b><u>RESTRICTION ON PROCUREMENT DUE TO NATIONAL SECURITY .....</u></b>	<b><u>28</u></b>
	<b><u>PART –III BID OPENING AND EVALUATION CRITERIA .....</u></b>	<b><u>31</u></b>
<b>1.</b>	<b><u>STAGES OF EVALUATION.....</u></b>	<b><u>31</u></b>
<b>2.</b>	<b><u>EVALUATION METHODOLOGY .....</u></b>	<b><u>31</u></b>
<b>3.</b>	<b><u>NORMALIZATION OF BIDS:.....</u></b>	<b><u>33</u></b>
	<b><u>PART –IV .....</u></b>	<b><u>34</u></b>
<b>1.</b>	<b><u>SCOPE OF THE WORK .....</u></b>	<b><u>34</u></b>
	<b><u>PART-V .....</u></b>	<b><u>49</u></b>
<b>1.</b>	<b><u>ORDER DETAILS .....</u></b>	<b><u>49</u></b>
<b>2.</b>	<b><u>DELIVERY &amp; INSTALLATION .....</u></b>	<b><u>49</u></b>
<b>3.</b>	<b><u>CONTRACT PERIOD .....</u></b>	<b><u>49</u></b>

<b><u>4.</u></b>	<b><u>WARRANTY &amp; AMC.....</u></b>	<b><u>50</u></b>
<b><u>5.</u></b>	<b><u>PAYMENT TERMS .....</u></b>	<b><u>52</u></b>
<b><u>6.</u></b>	<b><u>UPTIME GUARANTEE .....</u></b>	<b><u>53</u></b>
<b><u>7.</u></b>	<b><u>PENALTY &amp; LIQUIDATED DAMAGES .....</u></b>	<b><u>54</u></b>
<b><u>8.</u></b>	<b><u>PAYING AUTHORITY .....</u></b>	<b><u>56</u></b>
<b><u>9.</u></b>	<b><u>PERFORMANCE BANK GUARANTEE.....</u></b>	<b><u>56</u></b>
<b><u>10.</u></b>	<b><u>PRICE VALIDITY .....</u></b>	<b><u>57</u></b>
<b><u>11.</u></b>	<b><u>SINGLE POINT OF CONTACT .....</u></b>	<b><u>58</u></b>
<b><u>12.</u></b>	<b><u>RIGHT TO ALTER QUANTITIES .....</u></b>	<b><u>58</u></b>
<b><u>13.</u></b>	<b><u>INSURANCE.....</u></b>	<b><u>58</u></b>
<b><u>14.</u></b>	<b><u>PRELIMINARY SCRUTINY .....</u></b>	<b><u>58</u></b>
<b><u>15.</u></b>	<b><u>AWARD OF CONTRACT .....</u></b>	<b><u>59</u></b>
<b><u>16.</u></b>	<b><u>TAXES .....</u></b>	<b><u>59</u></b>
<b><u>17.</u></b>	<b><u>CONFIDENTIALITY AND SECRECY .....</u></b>	<b><u>60</u></b>
<b><u>18.</u></b>	<b><u>COMPLIANCE WITH LAWS.....</u></b>	<b><u>61</u></b>
<b><u>19.</u></b>	<b><u>BLACKLISTING.....</u></b>	<b><u>62</u></b>
<b><u>20.</u></b>	<b><u>FORCE MAJEURE.....</u></b>	<b><u>65</u></b>
<b><u>21.</u></b>	<b><u>COMPLETENESS OF THE PROJECT .....</u></b>	<b><u>65</u></b>
<b><u>22.</u></b>	<b><u>ACCEPTANCE TESTING .....</u></b>	<b><u>65</u></b>
<b><u>23.</u></b>	<b><u>ORDER CANCELLATION .....</u></b>	<b><u>66</u></b>
<b><u>24.</u></b>	<b><u>INDEMNITY .....</u></b>	<b><u>68</u></b>
<b><u>25.</u></b>	<b><u>PUBLICITY .....</u></b>	<b><u>70</u></b>
<b><u>26.</u></b>	<b><u>PRIVACY &amp; SECURITY SAFEGUARDS .....</u></b>	<b><u>70</u></b>
<b><u>27.</u></b>	<b><u>TECHNOLOGICAL ADVANCEMENTS .....</u></b>	<b><u>71</u></b>
<b><u>28.</u></b>	<b><u>GUARANTEES .....</u></b>	<b><u>71</u></b>

<b>29.</b>	<b><u>EXIT OPTION AND CONTRACT RE-NEGOTIATION .....</u></b>	<b><u>71</u></b>
<b>30.</b>	<b><u>TERMINATION.....</u></b>	<b><u>72</u></b>
<b>31.</b>	<b><u>TERMINATION FOR INSOLVENCY .....</u></b>	<b><u>73</u></b>
<b>32.</b>	<b><u>TERMINATION FOR DEFAULT.....</u></b>	<b><u>74</u></b>
<b>33.</b>	<b><u>TERMINATION FOR CONVENIENCE .....</u></b>	<b><u>74</u></b>
<b>34.</b>	<b><u>CONSEQUENCES OF TERMINATION .....</u></b>	<b><u>74</u></b>
<b>35.</b>	<b><u>SIGNING OF CONTRACT.....</u></b>	<b><u>75</u></b>
<b>36.</b>	<b><u>TECHNICAL INSPECTION AND PERFORMANCE EVALUATION.....</u></b>	<b><u>75</u></b>
<b>37.</b>	<b><u>VERIFICATION .....</u></b>	<b><u>75</u></b>
<b>38.</b>	<b><u>COMPLIANCE WITH APPLICABLE LAWS OF INDIA .....</u></b>	<b><u>75</u></b>
<b>39.</b>	<b><u>DISPUTE RESOLUTION MECHANISM .....</u></b>	<b><u>77</u></b>
<b>40.</b>	<b><u>ARBITRATION .....</u></b>	<b><u>78</u></b>
<b>41.</b>	<b><u>APPLICABLE LAW AND JURISDICTION OF COURT.....</u></b>	<b><u>78</u></b>
<b>42.</b>	<b><u>LIMITATION OF LIABILITY .....</u></b>	<b><u>78</u></b>
<b>43.</b>	<b><u>AMENDMENT(S) IN THE CONTRACT / SERVICE LEVEL AGREEMENT .....</u></b>	<b><u>79</u></b>
<b>44.</b>	<b><u>SEVERABILITY .....</u></b>	<b><u>79</u></b>
<b>45.</b>	<b><u>NON-DISCLOSURE .....</u></b>	<b><u>79</u></b>
	<b><u>ANNEXURE – I .....</u></b>	<b><u>81</u></b>
	<b><u>ANNEXURE-II .....</u></b>	<b><u>83</u></b>
	<b><u>ANNEXURE – III .....</u></b>	<b><u>84</u></b>
	<b><u>ANNEXURE-IV.....</u></b>	<b><u>85</u></b>
	<b><u>ANNEXURE-V .....</u></b>	<b><u>87</u></b>
	<b><u>ANNEXURE –VI.....</u></b>	<b><u>90</u></b>
	<b><u>ANNEXURE –VII.....</u></b>	<b><u>91</u></b>
	<b><u>ANNEXURE - VIII.....</u></b>	<b><u>93</u></b>

<b><u>ANNEXURE – IX.....</u></b>	<b><u>94</u></b>
<b><u>ANNEXURE –XI.....</u></b>	<b><u>96</u></b>
<b><u>ANNEXURE – XII.....</u></b>	<b><u>97</u></b>
<b><u>ANNEXURE-XIII.....</u></b>	<b><u>98</u></b>
<b><u>ANNEXURE –XIV .....</u></b>	<b><u>100</u></b>
<b><u>ANNEXURE – XV .....</u></b>	<b><u>101</u></b>
<b><u>ANNEXURE- XVI .....</u></b>	<b><u>102</u></b>
<b><u>ANNEXURE- XVII .....</u></b>	<b><u>109</u></b>
<b><u>ANNEXURE – XVIII .....</u></b>	<b><u>115</u></b>
<b><u>ANNEXURE – XIX .....</u></b>	<b><u>119</u></b>
<b><u>ANNEXURE –XX .....</u></b>	<b><u>122</u></b>
<b><u>ANNEXURE-XXI.....</u></b>	<b><u>126</u></b>
<b><u>ANNEXURE- XXII.....</u></b>	<b><u>144</u></b>
<b><u>ANNEXURE – XXIII .....</u></b>	<b><u>145</u></b>
<b><u>ANNEXURE –XXIV.....</u></b>	<b><u>146</u></b>
<b><u>ANNEXURE – XXV.....</u></b>	<b><u>147</u></b>
<b><u>ANNEXURE – XXVI.....</u></b>	<b><u>149</u></b>
<b><u>ANNEXURE –XXVII.....</u></b>	<b><u>151</u></b>
<b><u>ANNEXURE- XXVIII .....</u></b>	<b><u>153</u></b>
<b><u>ANNEXURE-XXIX .....</u></b>	<b><u>154</u></b>
<b><u>ANNEXURE-XXX .....</u></b>	<b><u>155</u></b>
<b><u>ANNEXURE – XXXI.....</u></b>	<b><u>157</u></b>
<b><u>ANNEXURE-XXXII .....</u></b>	<b><u>159</u></b>
<b><u>ANNEXURE-XXXIII .....</u></b>	<b><u>160</u></b>

## **ABBREVIATIONS**

The long form of some abbreviations commonly used in the document is given below

<b>Abbreviations</b>	<b>Description</b>
SB	Successful Bidder
SLM	Second Line Maintenance
FLM	First Line Maintenance
CR	Cash Recycler
SLA	Service Level Agreement
CDM	Cash Deposit Machine
MSP	Managed Service Provider
EJ	Electronic Journal
CVC	Central Vigilance Commission





**CONTROL SHEET TABLE**

<b>Tender Reference</b>	<b>RFP Ref No: DIT/BPR&amp;BTD/OA/3456/2020-21 Date : 01/03/2021</b>
<b>Cost of Tender documents</b>	<b>Rs.40,000/- (Rupees Forty Thousand Only)</b>
<b>Date of issue of RFP</b>	<b>01/03/2021</b>
<b>Date of commencement of sale of tender document</b>	<b>01/03/2021</b>
<b>Last date for submitting queries for the Pre-bid Meeting</b>	<b>06/03/2021 upto 4:00 PM</b>
<b>Pre-Bid meeting</b>	<b>09/03/2021 at 11.30 A.M. (Meeting would be done through Video-Conferencing)</b>
<b>Last Date and Time for receipts of tender bids</b>	<b>30/03/2021 at 04:00 PM</b>
<b>Opening of technical bids</b>	<b>30/03/2021 at 04:30 PM</b>
<b>Opening of Price Bid</b>	<b>Will be informed subsequently to technically qualified bidders.</b>
<b>Address of Communication</b>	<b>Chief Manager, Head Office-2 Department of Information Technology 7<sup>th</sup> Floor, 3 &amp; 4 DD Block, Sector -1 Salt Lake, Kolkata-700 064 Ph.- 033 4455 9433/9770</b>
<b>Email address</b>	<b><a href="mailto:hodit.proc@ucobank.co.in">hodit.proc@ucobank.co.in</a></b>
<b>Bids to be submitted</b>	<b>Tender box placed at: UCO BANK, Head Office-2, Department of Information Technology, 5<sup>th</sup> Floor, 3 &amp; 4, DD Block, Sector – 1, Salt Lake, Kolkata-700 064.</b>

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

## **PART-1**

### **1. INTRODUCTION**

UCO BANK, a body Corporate, established under The Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 10, B.T.M. Sarani, Kolkata- 700001, India, hereinafter called "The Bank", is one of the leading public sector Banks in India having 3000+ Domestic branches, two overseas branches and 2300+ ATMs (including Biometric enabled ATMs) spread all over the country. All the branches of the Bank are CBS enabled through Finacle as a Core Banking Solution. Currently Bank's existing ATMs are running through ITM Euronet Switch. Bank is having tie up with Visa & NPCI and distributes VISA and RuPay enabled debit cards to the customers. Currently Bank is a member of National Financial Switch (NFS) and in future may enter into similar tie-ups with other payment system companies. Bank has also installed some self-service kiosks for cash deposit and passbook printing.

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

### **2. OVERVIEW OR OBJECTIVE**

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

### **3. ELIGIBILITY CRITERIA.**

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

<b>Sl. No.</b>	<b>Eligibility Criteria</b>	<b>(Proof of Documents required /must be submitted)</b>
1	Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956/2013	1. Certificate of Incorporation issued by Registrar of Companies 2. Copies of Memorandum of Association

	<p>for the last 3 years as on RFP issuance date.</p> <p>Companies registered as MSME Entrepreneur &amp; still categorized as MSME as on bid submission date.</p> <p>Bidder/Partner/Investor must adhere cross border sharing/FDI/FEMA and other regulatory guidelines of Govt of India.</p>	<p>3. Copies of Articles of Association</p> <p>4. Shareholding pattern</p> <p>5. PAN, TAN, GSTIN Certificate and any other tax related document if applicable is required to be submitted along with the eligibility bid.</p> <p>Registration from DIC, KVIB, NSIC, KVIC, DIHH, UAA or any other body specified by Ministry of MSME.</p> <p>An Undertaking to be submitted in this regard.</p>
2	<p>The bidder should be either Original Equipment Manufacturer (OEM) of Cash Recycler Machines or their authorized representative in India.</p>	<p>An authorization letter from OEM to this effect should be furnished as per Annexure-III. 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.</p>
3	<p>The bidder submitting the offer should have minimum average <b>turnover</b> of Rupees <b>20 Crores</b> for the last three financial years i.e. 2017-18, 2018-19 &amp; 2019-20. This must be the individual company turnover and not of any group of companies.</p>	<p>Copy of the audited balance sheet, certificate from the Chartered Accountant of the company showing profit, net worth and turnover of the company for the consecutive last three financial years i.e. 2017-18, 2018-19 &amp; 2019-20 should be submitted.</p>
4	<p>Bidder should have positive net worth for last three financial years (2017-18, 2018-19 &amp; 2019-20).</p>	<p>Copy of the audited balance sheet, certificate from the Chartered Accountant of the company showing profit, net worth and turnover of the company for the consecutive last three financial years i.e. 2017-18, 2018-19 &amp; 2019-20 should be submitted.</p>
5	<p>Bidder should have executed the total order for at least <b>300</b> Cash Recycler Machines in any Public Sector / Private Sector / Co-operative Banks in India during the last five</p>	<p>Documentary evidence with relevant copies of Purchase Order/SLA along with Completion Certificates / Installation Reports / Project Sign-Offs, in the last five years including names</p>

	years <b>collectively</b> , as on bid submission date. Out of which at-least <b>100</b> quantity should be from single organisation.	of clients with Phone and Fax numbers, E-Mail IDs etc.
<b>6</b>	Proposed make & model of Cash Recycler Machines to be supplied under this RFP must be installed either by bidder or OEM (through any vendor) and should be in working condition as on bid submission date (at least <b>200</b> numbers) in any Public Sector / Private Sector / Co-operative Banks in India.	Documentary evidence with relevant copies of Purchase Order/SLA along with Completion Certificates / Installation Reports / Project Sign-Offs, including names of clients with Phone and Fax numbers, E-Mail IDs etc.
<b>7</b>	The bidder should have at least <b>50</b> service centres across the country covering all the Zonal offices of the Bank and should be capable of expanding the service centres to support the Bank's installed Cash Recyclers machines. List of service centres to be enclosed as per Annexure – XXVIII along with an undertaking to expand the service centres to support the Bank's installed Cash Recyclers machines.	The bidder should submit detailed list of such support centers across India covering the locations.
<b>8</b>	Bidder should not have been debarred / black-listed by any Bank or RBI or any other regulatory authority or Financial Institutions in India as on date of RFP submission.	Undertaking is to be Submitted as per Annexure-VII.
<b>9</b>	The service provider should ensure that there are no legal proceedings / inquiries / investigations have been commenced / pending / threatened against service provider by any statutory or regulatory or investigative agencies or any other for which performance under the contract will get adversely affected / may get affected.	Undertaking is to be Submitted in company's letter head to be submitted.
Note: - In this tender process either authorized representative / distributor / dealer 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.

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

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

### **1. INVITATION FOR BIDS**

This Request for Proposal (RFP) is to invite proposals from eligible bidders desirous of taking up the project for RFP for Procurement of 300 Cash Recycler Machines. Sealed offers / Bids (Bid) prepared in accordance with this RFP should be submitted as per details given in the Bid Control sheet. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at Bank's discretion.

### **2. DUE DILIGENCE**

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

### **3. TENDER DOCUMENT & FEE**

A complete set of tender document can be obtained from the below mentioned address during office hours on all working days on submission of a written application along with a non-refundable fee of **Rs. 40,000.00/- (Rupees Forty Thousand Only)** in the form of Demand Draft or Banker's Cheque in favour of UCO BANK, payable at Kolkata.

The tender document may also downloaded from the bank's official website [www.ucobank.com](http://www.ucobank.com). The bidder downloading the tender document from the website is required to submit a non-refundable fee of **Rs. 40,000.00/- (Rupees Forty Thousand Only)** in the form of Demand Draft in favour of UCO BANK, payable at Kolkata, or NEFT at the time of submission of the technical bid, failing which the bid of the concerned bidder will be rejected.

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

<b>Bank details for Tender Fee</b>	<b>Address for Obtaining printed copy of RFP</b>
Account Number-18700210000755	UCO Bank Head office,

Account Name- M/s H O DIT Branch- DD Block, Salt Lake branch IFSC- UCBA0001870 MICR-700028138	Department of Information Technology 3&4 DD Block, 7 <sup>th</sup> floor, Salt lake City, Sector-1, Kolkata – 700064 Phone- 033- 4455 9775/9770
--	--

#### **4. BID SECURITY DECLARATION**

A Bidder is required to submit along with its Bid a Bid Securing Declaration. The Bidder has to sign a Bid Securing Declaration accepting that the Bidder will be suspended for participation in the tendering process of the Bank in future, if

- a) the Bidder withdraws its Bid during the period of validity i.e. 180 days from the Bid due date; or
- b) the Bidder is awarded the Contract and fails to sign the Contract; or
- c) the Bidder fails to submit an unconditional and irrevocable performance security before the deadline defined in the request for bid documents; or
- d) the Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information; or
- e) the Bidder fails to submit the requisite documents as per the tender specification; or
- f) The Bidder violates any of the provisions of the terms and conditions of this tender specification.

The Bid Securing Declaration shall be submitted as per the format at **Annexure-IV**.

#### **5. REJECTION OF THE BID**

The Bid is liable to be rejected if:

- 5.1 The document doesn't bear signature of authorized person on each page signed and duly stamp.
- 5.2 It is received through E-mail.
- 5.3 It is received after expiry of the due date and time stipulated, or such extended time as stipulated by the Bank, for bid submission.
- 5.4 Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids/ deviation of terms & conditions or scope of work/ incorrect information in bid / Bids not conforming to the terms and



conditions stipulated in this Request for proposal (RFP) are liable for rejection by the Bank.

- 5.5** Bidder should comply with all the points mentioned in the RFP. Non-compliance of any point will lead to rejection of the bid.
- 5.6** Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.
- 5.7** The bidder submits Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP).
- 5.8** Non-submission of Pre Contract Integrity Pact as per format given in Annexure – XVI.

## **6. PRE-BID MEETING**

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

Only authorized representatives, not more than two, of the bidder will be allowed to attend the Pre-bid meeting.

## **7. MODIFICATION AND WITHDRAWAL OF BIDS**

No bid can be modified by the bidder subsequent to the closing date and time for submission of bids. In the event of withdrawal of the bid by successful bidders, the bidder will be suspended for a period of 2 years for participation in the tendering process of the Bank in future.

## **8. INFORMATION PROVIDED**

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



## **9. CLARIFICATION OF OFFER**

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

## **10. LATE BIDS**

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

## **11. ISSUE OF CORRIGENDUM**

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

## **12. FOR RESPONDENT ONLY**

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

## **13. DISCLAIMER**

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

## **14. MSME**

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

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

#### **15. COSTS BORNE BY RESPONDENTS**

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

#### **16. NO LEGAL RELATIONSHIP**

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

#### **17. CANCELLATION OF TENDER PROCESS**

- a. UCO Bank reserves the right to cancel the tender process partly or fully at its sole discretion at any stage without assigning any reason to any of the participating bidder.
- b. The vendor shall indemnify UCO Bank and keep indemnified against any loss or damage that UCO Bank may sustain on account of any violation of

patents, trademark etc. by the vendor in respect of the products supplied / services offered.

## **18. CORRUPT AND FRAUDULENT PRACTICES**

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

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

### **AND**

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

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

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

## **19. NON-TRANSFERRABLE OFFER**

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

## **20. ADDRESS OF COMMUNICATION**

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

## **21. PERIOD OF BID VALIDITY**

Bids shall remain valid for **180 (One Hundred and Eighty)** days after the date of bid opening prescribed by UCO BANK. UCO BANK holds the rights to reject a bid valid for a period shorter than 180 days as non-responsive, without any

correspondence. In exceptional circumstances, UCO BANK may solicit the Bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The Bid Security provided shall also be suitably extended. A bidder acceding to the request will neither be required nor be permitted to modify its bid. A bidder may refuse the request without forfeiting its bid security. In any case the bid security of the bidders will be returned after completion of the process.

## **22. NO COMMITMENT TO ACCEPT LOWEST OR ANY BID**

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

## **23. ERRORS AND OMISSIONS**

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



## **24. ACCEPTANCE OF TERMS**

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

## **25. 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.

## **26. NOTIFICATION**

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

## **27. ERASURES OR ALTERATIONS**

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

## **28. CLARIFICATIONS ON AND AMENDMENTS TO RFP DOCUMENT**

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

## **29. LANGUAGE OF BIDS**

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

## **30. AUTHORIZED SIGNATORY**

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

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

## **31. SUBMISSION OF OFFER- THREE BID SYSTEM**

Separate Eligibility, Technical and Commercial Bids along with soft copies duly sealed and super-scribed as - RFP for Procurement of 300 Cash Recycler Machines ( Eligibility Bid), -- RFP for Procurement of 300 Cash Recycler Machines

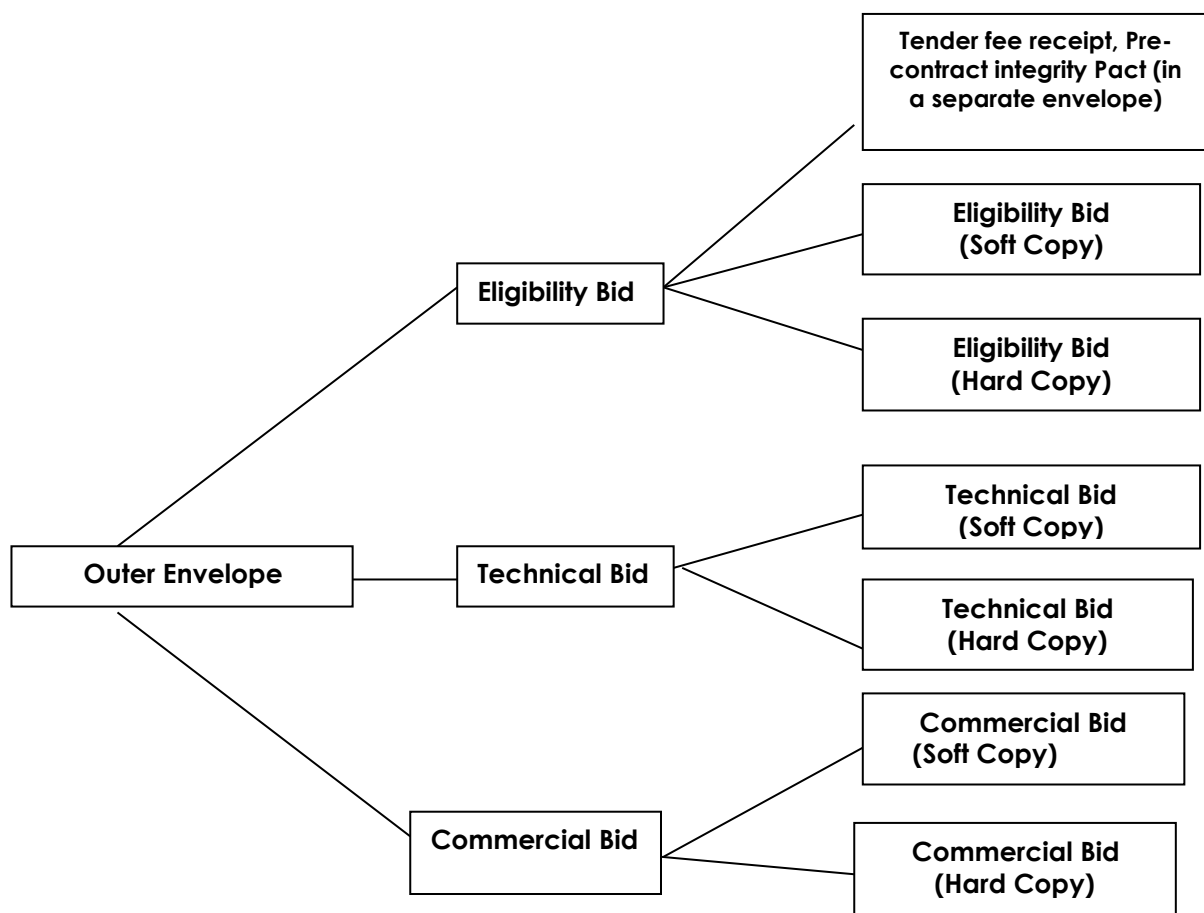
(Technical Bid) and -- RFP for Procurement of 300 Cash Recycler Machines (Commercial Bid) respectively should be put in a single sealed outer cover duly sealed and super-scribed as- "RFP for Procurement of 300 Cash Recycler Machines " as per the below mentioned diagram and as per bid details given in the RFP.

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

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

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

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



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

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

**Note:**

- a. 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 Eligibility Bid.
- b. One Separate envelope containing Tender Fee, Bid Security Declaration and Pre-Contract Integrity Pact should invariably be placed in Eligibility Bid envelope.
- c. If commercial bid is not submitted in a separate sealed envelope duly marked as mentioned above, this will constitute grounds for declaring the bid non-responsive.
- d. Bidders to submit a **masked commercial Bid** i.e. by hiding price commercial bid as per Annexure – XXV with technical bid envelope to be submitted.
- e. If any inner cover / envelop of a bid is found to contain Eligibility/ Technical & Commercial Bids together then that bid will be rejected summarily.
- f. 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.
- g. Canvassing of any kind or Bid submitted with false information will be a disqualification.
- h. 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.
- i. Prices quoted by the Bidder shall be in Indian Rupees, firm and not subject to any price escalation, if the order is placed within the price validity period.
- j. Further, subsequent to the orders being placed, the Bidder shall pass on to Bank all fiscal benefits arising out of reductions in Government levies /taxes.
- k. The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves the right to accept or reject any bid.



- l. 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 bidder shall not quote for the products, whose End of sale/ End of Support/End of License has been declared by the OEM.
- m. 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.
- n. Bids once submitted shall not be returned to the Bidder in future.
- o. The selected bidder must adhere to the terms of this RFP document.

### **32. Other Terms and Conditions**

- a. **Cost of preparation and submission of bid document:** The bidder shall bear all costs for the preparation and submission of the bid. UCO Bank shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.
- b. The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves its right to negotiate with any or all bidders. The Bank reserves the right to accept any bid in whole or in part.
- c. The Bank reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to the bidder. The Bank further reserves the right to reject any or all offers or cancel the whole tendering process due to change in its business requirement.
- d. **Response of the Bid:** The Bidder should comply all the terms and conditions of RFP.
- e. The bidder is solely responsible for any legal obligation related to licenses during contract period for the solution proposed and Bidder shall give indemnity to that effect.
- f. UCO Bank shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. UCO Bank has the right to re-issue tender/bid. UCO Bank reserves the right to make any changes in the terms and conditions of purchase that will be informed to all bidders. UCO Bank will not be obliged to meet and have discussions with any bidder, and / or to listen



to any representations once their offer/bid is rejected. Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the bidder.

### **33. ADOPTION OF INTEGRITY PACT**

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

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

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

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

**a) Shri S R Raman**

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

**b) Ms Vijayalakshmi R Iyer**

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

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

**34. PREFERENCE TO MAKE IN INDIA:**

The policy of the Govt. of India to encourage “Make in India” and promote manufacturing and production of goods and services in India, “Public Procurement (Preference to Make in India), Order 2017 and the revised order issued vide GOI, Ministry of Commerce and Industry, Department for Promotion of Industry and Internal trade, vide Order No. P-45021/2/2017-PP (BEI) dated 04.06.2020 will be applicable for this tender.

**Purchase Preference:** In procurement of all goods, services or works in respect of which Nodal Ministry/Department has communicated that there is sufficient local capacity and local competition, only “Class-I Local Supplier”, as defined under the order, shall be eligible to bid irrespective of purchase value.

In procurements of goods or works which are divisible in nature, the “Class-I Local Supplier” shall get purchase preference over “Class-II Local Supplier” as well as “Non-Local Supplier”, as per following procedure:

- Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- If L1 bid is not a 'Class-I local supplier', 50% of the order quantity in toto shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local

supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price for remaining quantity and so on , and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers then such balance quantity may also be ordered on the L1 bidder.

In procurement of goods or works which are not divisible in nature and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get Purchase Preference over 'Class-II Local Supplier' as well as 'Non Local Supplier' as per following procedure:

- Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class – I Local Supplier ', the contract will be awarded to L1.
- If L1 is not 'Class –I Local Supplier, the lowest bidder among the 'Class-I Local Supplier ', will be invited to match the L1 price subject to Class –I local suppliers quoted price falling with in the margin of purchase preference and the contract shall be awarded to such 'Class -I Local Supplier' subject to matching the L1 price.
- In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier ' with the next higher bid within the margin of Purchase Preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case of none of the 'Class-I Local Supplier' within the margin of Purchase Preference matches the L1 price, the contract may be awarded to the L1 bidder.
- "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

#### **34.1 For the purpose of Preference to Make in India, Order 2017 (PPP-MII Order):**

- "Local content" means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- "**Class-I Local supplier**" means a supplier or service provider whose product or service offered for procurement has local content equal to or more than 50%.

- **“Class-II local supplier”** means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%.
- **“Non-Local Supplier”** means a supplier or service provider , whose goods , services or works offered for procurement , has local content less than or equal to 20%.
- **“Margin of purchase preference”** means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.

#### **34.2 VERIFICATION OF LOCAL CONTENT:**

- a. The ‘Class-I local supplier’/‘Class-II Local Supplier’ at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self –certification that the item offered meets the local content requirement for ‘Class –I Local Supplier’/‘Class –II Local Supplier’, as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- b. In case of procurement for a value in excess of Rs 10 Crores , the ‘Class-I Local Supplier/ ‘Class-II Local Supplier ‘ shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

The local supplier at the time of submission of bid shall be required to provide a certificate as per **Annexure-XXXIII** from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content

The Bank shall follow all the guidelines/notifications for public procurement.

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

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

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

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

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

**Explanation:**

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
1. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  2. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  3. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  4. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- v. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

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

## **PART –III BID OPENING AND EVALUATION CRITERIA**

### **1. STAGES OF EVALUATION**

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

The stages are:

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

The Eligibility Criteria would be evaluated first for the participating bidders. The bidders, who qualify all Eligibility Criteria as mentioned in **PART-I clause 3**, will be shortlisted for the Technical bid evaluation. A detailed technical evaluation would be undertaken for eligible bidders and only the technically qualified bidders would be shortlisted for commercial opening.

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

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

### **2. EVALUATION METHODOLOGY**

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

#### **2.1 ELIGIBILITY EVALUATION**

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

#### **2.2 TECHNICAL & FUNCTIONAL EVALUATION**

- a. The proposals will be evaluated in three stages. In the first stage, i.e. Eligibility Evaluation as mentioned in Annexure – XIX. In the second stage, Technical & Functional Evaluation as mentioned in Scope of Work & Annexures – XX & XXI, the bidders will be shortlisted, based on their responses. In the third stage, the commercial bids of the eligible & technically qualified bidders would be opened and evaluated.



- b.** The Bank will evaluate the technical responses of the bidders who are found eligible as per the eligibility criteria mentioned in the RFP.
- c.** During the period of evaluation, bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter / e-mail seeking clarification / explanation.

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

- The requirements are given in Scope of Work & Annexures – XX & XXI.
- UCO Bank may, at its discretion, waive off any minor non-conformity or any minor irregularity in an offer/bid. This shall be final, conclusive and binding on all bidders and UCO Bank reserves the right for such waivers.
- The bidders should provide their response ('Y' or 'N') to the questionnaire in the column "Compliance" in Annexures – XX & XXI.
- The Responses should be as per the table below.

Response	Description
Y	Yes, Available
N	No, Not Available

- If any bidder provides response other than 'Y' or 'N' the same will be treated as Not Available i.e. 'N'.
- Bidder should comply with all the requirements given in Scope of Work & Annexures – XX & XXI. Non-compliance to any of the requirement in Scope of Work & Annexures – XX & XXI may attract rejection of the proposal.

## 2.3 Commercial Evaluation

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

- a.** The Bill of Material must be attached in Technical Bid as well as Commercial Bid. The format will be identical for both Technical Bid and Commercial Bid, except that the Technical bid should not contain any price information (with Prices masked). Technical bid without masked Bill of Materials will be liable for rejection. Any deviations from the Bill of Material / non-submission of prices as per the format shall make the bid liable for rejection.
- b.** The L1 bidder will be selected on the basis of the amount quoted for the proposed solution quoted by them as per commercial bid. However, in case of any discrepancy in calculation, unit cost for components & services shall prevail and TCO will be calculated accordingly.



- c. The TCO (Total Cost of Ownership) identified in the commercial bid would be the basis of the entire outflow of the Bank for undertaking the scope of work.
- d. In case there is a variation between figure and words, the value mentioned in words will be considered.
- e. 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. NORMALIZATION OF BIDS:**

The Bank has discretion to go through a process of Eligibility evaluation followed by the technical evaluation and normalization of the bids to the extent possible to ensure that eligible bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the eligible bidders to re-submit the technical and commercial bids once again for scrutiny.

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

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

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

## **PART –IV**

### **1. SCOPE OF THE WORK**

- 1.1** Cash recycling functionality has to be made available from ab-initio stage.
- 1.2** Cash Recycler should be able to recycle (accept & dispense) all the denominations as and when required (and cassette configuration as per Bank's requirement) from the same cassettes where the cash is accepted. Ability to recycle all denominations would be required at no extra cost to bank during Warranty and AMC Period. Currency denomination configuration shall be provided by the Bank. Bank may change the configuration whenever required. Successful bidder shall be informed accordingly.
- 1.3** Successful bidder should update the software to support all new variants of currency notes as well as new denominations, discontinuation of paper currency, if any, issued subsequently without any extra cost to the Bank during the period of warranty and AMC. Successful bidder should immediately undertake to upgrade the counterfeit currency detecting software whenever upgrades are released or noticed but not later than 2 weeks after the date of such release. The Successful bidder to ensure that machine does not accept Recycler unfit/Torn currency. Successful bidder should undertake to upgrade the counterfeit detecting software minimum once in **three months** during the warranty and AMC period. (Bidder has to give undertaking as per **Annexure-XXXII**)
- 1.4** The Successful bidder should ensure that Cash Recycler shall be calibrated/ recalibrated and configured to accept and dispense correct denomination of Currency / Bank notes.
- 1.5** Selected bidder will have to necessarily install Cash Recycler with good quality grouting of Endpoints, as under:

“Moving / tilting of Cash Recycler for removing existing levelling screws. Drilling 8”- 10” holes in the existing flooring using concrete drill bits. Hammering metal sleeves in these holes. Repositioning the Cash Recyclers over the existing markings. Putting in Anchor fasteners - min. 6” long anchor fasteners, preferably of Fischer make. Applying resin adhesive (Araldite) over the finished bolt positions for improved bonding & Repairing broke tiles, if any”.
- 1.6** Multi-vendor software compatibility: The successful bidder shall agree that the Bank reserves the right to bring in Multi-vendor software, hardware and if such a solution is contracted with a third party other than the successful bidder, the successful bidder agrees to cooperate with the bank for continued functions at mutually agreed terms and conditions including cost.

- 1.7** In case of Amalgamation/Merger of UCO Bank, the products & Services to be provided by the selected bidder under this RFP will be extended to the New/Merged Entity, at no additional cost and with the same terms & conditions
- 1.8** The successful bidder should provide one Cash Recycler of same configuration / features as a test bed to the Bank free of cost. The same has to be delivered and installed at address advised by the Bank. The UAT & Preproduction test has to be completed within 15 days of acceptance of purchase order with integration of the switch. The switch compliance certificate has to be obtained from Euronet Switch. The UAT & Preproduction tests signoff has to be done with Bank with ref. to the scope.
- 1.9** Two copies of Acceptance Test Procedure document of all testing, installation, commissioning activities carried out including the final results to be submitted before issue of acceptance certificate by the Bank, one to the Cash Recycler's location and Head Office-II, DD 3 & 4, Sector-1, Salt Lake City, Kolkata. The Successful bidder shall submit the relevant test certificate/guarantee certificate/licenses along with the supplies, installation and acceptance, as applicable to Cash Recycler's location.
- 1.10** Service like DNS setting, IP address changes, changing currency cassettes configuration, cassettes calibration, changing combination lock setting or any other activities which cannot be performed by Centralized solutions, vendor should provide the same. However, in case the change is caused due to Bank's requirement then Bank will pay Engineer visit charge as mutually agreed.
- 1.11** During the Warranty and AMC period, the Successful bidder should extend the On Site Service Support. The scope of Warranty and AMC shall include fixing the Cash recycler problems. Upgradation, supply, installation and implementation of upgraded versions of software (updates /upgrades) Rectification of Bugs/defects if any Preventive Maintenance quarterly maintenance of Hardware/Software Reinstallation of firmware/software, whenever required.
- 1.12** Downtime report should be collected from the respective locations (including CBS, switch or any other mode that bank decides) duly certified by Bank's officials. In case of any disputes in downtime, it should be resolved amicably/mutually agreed upon. However, the successful bidder shall submit the necessary proof that the failures are not on account of hardware & software of the Cash recycler and its related equipment.
- 1.13** Service Support is defined specifically as helpdesk, update/enhancement, upgrade, technical guidance, technical consultancy, enablement of features and functionality, problem solving and troubleshooting, providing technical solution, rectification of bugs, enabling features of the software already provided, providing additional user controlled reports, Changes in configuration & settings, device configuration, enabling parameterized

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

- 1.14** Successful Bidder should provide all the Firmware/Software updates as and when they are released at the Cash Recycler supplied and duly tested at ATM-Switch and at least one live site. No charges shall be payable by the Bank for installation/reinstallation of any software / agent / patches / upgrade whatsoever at all Cash Recycler normally during the calendar quarterly preventive maintenance visits.
- 1.15** The Successful bidder is bound to do all hardware spares replacement in order to maintain the required uptime during the warranty and AMC period covering all parts & labour from the date of acceptance of the systems by UCO Bank at the respective locations i.e. on-site comprehensive warranty. Under Annual Maintenance Contract all parts & labour should be covered for on-site support. Bank, however, reserves the right to enter into Annual Maintenance Contract (AMC) agreement either location-wise / Circle-wise or from a single centralized location.
- 1.16** The Successful bidder shall also give an undertaking as a part of this contract to provide technical consultancy and guidance for successful operation of the Cash Recyclers and its expansion in future by the Bank during the warranty and AMC period (if contracted). The said undertaking letter shall be submitted along with the bid, otherwise, the bid is liable for rejection.
- 1.17** Only licensed copies of software & hardware shall be supplied and ported in the Cash recyclers. The successful bidder shall grant an irrevocable perpetual license to the Bank to use the software in the provided hardware or machines. Further, all software supplied shall be of latest version. All licenses should be provided to the bank.
- 1.18** The hard disk should be able to store the image data along with currency note number data for a period of at least **120** days. The image data should be retrievable remotely to address any dispute or as a response to police / regulatory authorities. The successful bidder will be responsible for providing image data as required by the Bank by retrieving from the machine physically within T+1 day of request of Bank. For the said activity Bank will pay Engineer visit cost as mutually agreed. In the event of successful bidder failing to provide the image data as per bank's requirement the Bank shall levy penalty equivalent to the amount of disputed transaction plus penalties imposed by police/regulator /ombudsman court etc.
- 1.19** During Comprehensive Onsite Warranty and AMC period Bank will not pay any charges for Engineer's visit to site and any part replacement cost during Warranty Period except if the Cash Recyclers part is physically damaged by miscreant, Fire and Natural Calamities. Bank should not be charged for the parts damaged due to earthing issues, if the engineer fails to provide reports confirming that parts got damaged due to earthing issues for approval to the

respective zonal office (instead of the nodal branch) and the same is not accepted by the Zonal Office.

- 1.20** The successful bidder shall provide centralized complaint booking facility to the bank and the dash board, if available, shall be provided to the Bank. The method of booking complaints shall be E-mail, Toll-free no, on line web portal, through onsite support personnel etc. The complaint should be accepted basing on branch code, branch name and location and it should be possible to lodge bulk complaints from administrative units also.
- 1.21** Escalation matrix should be provided for all kinds of support, technical, resolving of the issues.
- 1.22** If branch raises complaints and if phone guidance is given by successful bidder to branch for rectifying the issue & any spares including consumables or software gets damaged, then it will be the responsibility of the successful bidder to replace or reinstall in quick time, with no additional cost to the bank.
- 1.23 Spare Parts:** The Successful bidder shall always make available the spare parts, components etc. as mentioned in Annexure XXVII for the systems for a minimum period of 7 years, during warranty and AMC period.
- 1.24 Consumables:** Bank shall consider the following as consumables viz., Cartridges, Ribbons, Paper Rolls, Currency cassette. All other items should be covered under Warranty & AMC & shall delivered without additional cost to the Bank.
- 1.25** All cassettes of the Cash Recycler or part should be configurable for Cash Deposit and Withdrawals. The Successful bidder shall reconfigure the cassettes as per business requirements of Bank during preventive maintenance. Cassette Configuration can be assigned individual denomination-wise or can be even configured to have more than one or all denomination per cassette.
- 1.26** Bidder/s have to provide user friendly seamless reconciliation process (related to physical difference in cash recycler) and reports out of the box.
- 1.27** Successful bidder to ensure that customer data are saved in the machine as per the format/controls specified by regulator/Bank.
- 1.28** Successful bidder will be responsible for loading the Bank's approved software agent for EJ/Image pulling & Screen Content distribution and must coordinate with EJ/Image & Screen Content vendor to ensure that EJ pulling services are not disrupted.

If the EJ agent is found to be disabled / disconnected, the successful bidder shall restore it with no extra cost to bank. EJ agent found disabled or disconnected has to be restored by selected bidder on T+2 basis of receiving intimation from Bank or its representative. If the successful bidder/s is not able to rectify / resolve the disabled or disconnected sites for EJ pulling on T+2 basis of receiving intimation from Bank or its representative , a penalty will be



levied as mentioned under penalty & liquidity damage clause. Further, in case of any penalty (ombudsman award etc.) imposed on the bank due to non-availability of EJ due to disconnection, the Bank will recover the amount from Successful Bidder claimed by the cardholder. EJ agent shall be provided by the Bank. However, the bidder will help the Bank representative/vendor handling the EJ software for screen content distribution as & when required. Selected bidder is liable for penalty if he fails to connect the EJ on T+2 basis of receiving intimation from Bank or its representative.

- 1.29** The Successful bidder must ensure before delivery that operating system is encrypted and hardened to block the services which are not required. Successful bidder has to provide comprehensive white listing solution to prevent the machine from any cyber-attack, intrusion, virus, worm, malware, Trojan any other malicious software or similar vulnerability known as on date as well as future emergence. The successful bidder to ensure timely updation of antivirus to safeguard the machine and its OS from any of above vulnerabilities without any extra cost. The successful bidder to ensure implementation of only essential services and the security to the satisfaction of Bank's IT Security team. In case of any deviation / vulnerability, successful bidder to revert back to system hardening, post blocking as specified by Bank at no extra cost to Bank within shortest possible time. Cash recycler should be pre-installed with latest licensed Antivirus Solution ported with latest patches. Patches are to be updated during PMS activities/ auto updation on daily basis. If any loss to the bank due to not following the mentioned items, then the successful bidder undertakes to pay the amount of loss occurred to bank along with penalty if any levied within 7 days of incident happened or bill raised by bank whichever is earlier.
- 1.30** Successful bidder to ensure that the admin access to the OS is controlled by dynamic password.
- 1.31** The Successful bidder must ensure before delivery that Cash Recycler BIOS is such that the Cash Recycler will only boot from the primary HDD and nothing else. After the cash recycler made live and after all necessary services are started including EJ, Image & Screen Content distribution etc. All USB Ports/unused ports to be disabled. The permission to enable should be given to branch authorized officers only. After this configuration changes, protect this configuration with the BIOS (non-generic) password, which will be managed by the successful bidder. The password should be given to branches in sealed envelope.
- 1.32** The Successful bidder should provide end to end solution and implementation, including server/switch application component (without any additional cost to the Bank) suitable for visually challenged persons (with audio support) for all above Cash Recycler in English, Hindi, Regional languages. The Cash Recycler should have Voice Guidance flow enabled

for the visually challenged along with Text to Speech, web extension services, EPP/functional keys based voice guidance support with internal speakers & jack. The Successful bidder should also participate in the testing and end to end implementation and rollout without any additional cost to the Bank. The Successful bidder shall undertake complete end-to-end installation & operationalization of Cash Recycler including integration with switch. The cash recycler machine should include all features including Braille keyboards, FDKs that supports visually, physically handicapped persons.

- 1.33** The Bank proposes to connect Cash Recyclers to its Euronet Switch. The successful bidder will take total responsibility for supplying, installation of Cash Recycler and making them operational with integration to Euronet switch within the schedules as mentioned for delivery and installation. It is the responsibility of the bidder to obtain necessary **integration certification** from Euronet Switch.
- 1.34** Successful bidder/s have to ensure that such compatibility must also be available with any other Switch that the Bank may go in the future, during the period of the contract including AMC with no additional cost to the bank. Successful bidder shall provide integration with the new switch without any extra cost to the bank. The schedule given by the bank will be obliged by the Successful bidder.
- 1.35** Successful bidder is required to submit one set of OEM's complete technical documentation in soft as well as hard copies.
- 1.36** Successful bidder is required to support MSP agent installations (if any) and will have to enter into SLA for end user uptime guarantee of minimum **98%** (in a 24-hour cycle) for each machine for minimum **5 years (two-year warranty + three years AMC)**. The Successful bidder shall provide remote monitoring support to the MSP or bank for maintaining 98% upward uptime.
- 1.37** Bank reserves right to request diversion of machines from one site to another which are yet to be dispatched except for diversions from non-entry / road permit state sites to states that require entry / road permit. If any such machine is yet to be shipped the Successful bidder shall bear the entire expenditure incidental to such diversion. For any machine delivered and / or installed at the initial location. The shifting will include all work incidental to shifting including de-installation, dismantling, packing, loading, transportation, transit insurance, unloading, unpacking and reinstallation at the new site / location. If the machine is installed in initial location, then bank only will bear the cost of shifting including transit insurance.
- 1.38** The Successful bidder should provide all the software and other utilities required for facilitating integration, interface with bank's existing Alarm Systems, E-Surveillance System, Multi-Vendor Software etc. for these Cash Recyclers.

- 1.39** The cash recycler must be EMV Chip Enabled at the time of installation. Further, the Cash recycler should be ready to support Biometric or Contactless as required by the Bank in future. Successful bidder should supply necessary hardware & software and integrate with the bank switch for Biometric or Contactless on mutually agreed terms and conditions including cost..
- 1.40** In the event of OEM ceasing support to the existing operating system the successful bidder shall upgrade and install the latest higher version of operating system and all application software supporting the operating software for satisfactory function of Cash Recyclers on all Cash Recyclers deployed with no extra cost to Bank. The successful bidder shall also upgrade hardware required to support the higher version of operating system at no extra cost to Bank.
- 1.41** Even though we do not expect that the Cash Recycler would under any circumstances accept/dispense any counterfeit note, as a matter of abundant precaution, in the rarest of rare case if the Cash Recycler accepts / dispenses any counterfeit notes, this will be reported to the successful bidder and successful bidder has to make good for the loss immediately. The configuration of the Cash Recycler should be checked immediately and rectified.
- 1.42** Cash Recyclers should have protection from Pests, Rats, rodents etc. starting from the date of delivery till the life of Cash Recyclers. During the preventive maintenance reporting, vendor will submit the certificate along with the images that Rats mesh is present in the recycler. In case of non-submission of proof, Vendor will replace the Cash Recycler damaged part during the life of Cash Recycler in case of any loss due to Pests, Rats, rodents etc. Bank will not accept any claim for replacement of any part damaged by Pests, Rats, rodents etc.
- 1.43** Successful bidder will have required to enter into tripartite agreement with Bank and MSP vendor (if any, required in future) for smooth Cash Recycler operation and EJ, Image pulling and screen content distribution services to avoid / pay any penalty.
- 1.44** In future Bank may engage the services of a Managed Service Provider (MSP) for providing following services:
- a.** Cash Services (Loading and Unloading)
  - b.** First Line Maintenance (FLM)
  - c.** Consumable Replenishment
  - d.** Online status monitoring
  - e.** DVR monitoring
  - f.** EJ, Image pulling & Screen Content distribution
  - g.** Incident Management
- The Successful bidder shall provide all necessary support including training to the MSP and installation of EJ client on each machine. The report of the MSP



will be considered as final for arriving at end-user availability for the purpose of SLA and penalty calculation. Now the same support should be given to bank.

- 1.45** The Successful bidder should allow Bank Officials to change/set the BIOS and OS password for each Cash Recycler & guide the Bank officials to keep it in sealed condition for future use.
- 1.46** All repairs and maintenance service described herein shall be performed by qualified maintenance engineers totally familiar with the machine / equipment.
- 1.47** Standard MIS and logs/reports (available in the machine) has to be provided as per requirement of the Bank on the specified interval. Successful bidder will customise the MIS reports as per requirements of the Bank without any additional cost to the Bank.
- 1.48** Successful bidder will deliver along with the Cash Recycler, 5 rolls of receipt paper of 400 meters for each Cash Recycler. The paper quality of each thermal printer paper should ensure print retention for up to six months.
- 1.49** Successful bidder to ensure that DVR images are saved and provided, whenever required by the bank without any extra cost to Bank.
- 1.50** Successful bidder has to ensure that DVR images are stored in Cash Recyclers on first-in-first-out basis at least for six months.
- 1.51** Successful bidder to ensure that time print of the DVR of transaction exactly tally with transaction time printed in EJ. Successful bidder to ensure that DVR images and Video are provided within 10 hours from the lodging of the call from Manage Services vendor/Bank.
- 1.52** The Successful bidder should provide all necessary training to branch officials / custodian at the time of installation of machine. Similar training should be provided at least two times to the branch official / custodian; without any extra cost to the Bank. For subsequent training, if required shall be imparted by the bidder on additional cost, mutually agreed cost.
- 1.53** Successful bidder has to ensure that the equipment delivered to the Bank are brand new (not refurbished), including all components and provide a letter signed by authorized signatory in this matter to Bank. The successful bidder should also ensure that all the software supplied by the successful bidder is licensed and legally purchased.
- 1.54** Successful bidder must warrant all machines/equipment, accessories, spare parts etc., against any manufacturing defects during the warranty period. During the warranty period Successful bidder shall maintain the equipment and repair / replace all the defective components at the installed site, at no additional charge to the Bank. The Successful bidder should replace the part, in case of requirement without any cost to Bank within maximum two working days.

**1.55** Bank will provide design screen for Cash Recycler. However if any new screen required the same is to be provided by the successful bidder to the Bank.

## **2. PROJECT MANAGEMENT**

- A.** For smooth completion of the project (Till the Contract Period) the Successful Bidder shall deploy a Project Manager as a single point of Contact for the Bank.
- B.** Project Manager nominated for the project should submit a weekly progress report to Head Office Department regarding implementation of the Project.
- C.** Project Completion Document should be comprehensive to enable the bank to refer to any details at a future date in case of faults/errors or maintenance/ up-gradation.

## **3. SUPPLY & INSTALLATION OF CASH RECYCLERS AND ACCESSORIES**

- A.** The Successful Bidder shall perform the required activities at the time of installation /commissioning the Cash Recyclers and obtain confirmation of satisfactory completion from the Bank officials. Successful Bidder has to arrange supply and installation of new Cash Recyclers, related peripherals and their maintenance.
- B.** The Successful Bidder must ensure that all the Cash Recyclers that are commissioned are brand new and should function efficiently, if not should be replaced immediately.
- C.** The Successful Bidder shall ensure the compatibility of the hardware and peripherals which they supply with the hardware and software systems being used in the Bank viz., EURONET switch and Finacle (7.0.25 & its upgraded version) for Core Banking Solutions and any future up gradation or migration to other CBS platform/switch vendor without incurring any extra cost to the Bank.
- D.** The Successful Bidder shall ensure the following while installation and subsequent maintenance activities:
  - Loading Multilingual Screens / UCO Bank Product screens for other values added services like mobile top up, utility bill payment, utility bill payment/ any customised screen etc. as per the requirement of the Bank. (Screens will be given by Bank).
  - Enabling/Installation electronic journal log.
  - Loading EJ agent and maintenance.
  - Loading of Terminal Master Keys (TMK) in co-ordination with bank officials.
  - Adding EURONET Switch (or any other Switch) IP in the Cash Recycler.

- All other requisites for end to end installation of the Cash Recycler.
- E. In case Bank decides to and feels the necessity to install any Third party application for any purpose, Successful Bidder to do the same with mutually agreed cost.

#### **4. SECOND LINE MAINTENANCE (SLM)**

- A. Preventive maintenance shall be compulsory during Warranty and AMC period. Preventive maintenance activity should be completed every quarter and report should be submitted to the branch officials with a copy to respective Zonal Office. Preventive maintenance activity should take care of physical verification, device configuration verification, device health check-up, cleaning of devices, fine-tuning the configuration, security check-up, verification of bugs/patches, taking backup of DVSS (on media provided by the Bank) and handing over to branch etc. During Preventive maintenance, the engineer should also check the earthing voltage at the site and inform the branch in case of any issue. Preventive Maintenance includes full and thorough check-up of the machine to identify faults, vital parts and EJ connection as well as DVSS availability and resolve the same if any. Preventive maintenance needs to be scheduled at a time convenient to the Vendor and Bank. The selected bidder is required to share the quarterly schedule of Preventive Maintenance (Cash Recycler ID-wise) with Bank's respective Zonal Offices. Successful Bidder should submit hardcopy/scanned copy of the PM report (duly signed & stamped by bank officials with stamp).
- B. Implementation of Hardware Level Configurationally Changes, wherever required /necessitated
- C. Supply and installation of original (OEM make only) spare parts, wherever required, to take care of breakdowns and natural wear and tear or aging of Cash Recycler without any extra cost to Bank.
- D. Real time Centralized diagnostics of Cash Recycler and its parts.
- E. Successful Bidder will have to keep updating the security protocols and take all the necessary measures for developing suitable Security and related action in order to ensure that Machines operations are run flawlessly and without any security threat – Physical or Logical.
- F. Successful Bidder will be responsible for deployment/ management of all the patches, which may be required to be updated/ downloaded in the machine from time to time.
- G. At the start of the contract, Vendor will ensure that each Cash Recycler site is visited within three months and their Cash Recycler are checked for its functioning, health and a report thereof, along with time stamped sample machine counter slips of each Cash Recycler is prepared and submitted to

the bank. Thereafter, preventive maintenance of these Cash Recycler are to be carried out at least once in each quarter and a report along with the date time stamped machine counter slips be submitted to the bank as a regular practice.

## **5. RESPONSIBILITY FOR FAULT FREE OPERATION**

- I. The Successful Bidder, following the execution of the Contract, will assume total responsibility for the fault free operation of the Cash Recycler, associated application software and maintenance.
- II. The following conditions shall be applicable for ensuring trouble-free maintenance:
  - a. Configuration of Cassettes of the CRs will be borne by the Successful Bidder.
  - b. The Successful Bidder has to maintain a minimum of 98% guaranteed uptime for each machine. Successful Bidder is required to enter into SERVICE LEVEL AGREEMENT (SLA) for the end user guaranteed uptime. The percentage of uptime will be calculated based on the time to repair / rectify a fault from the time the complaint is made to the time it is rectified. The Successful Bidder shall provide SLM remote monitoring, preventive maintenance (once a quarter) and AMC services. For providing SLM services the Successful Bidder shall rectify the defect as per the Response time & Resolution time as detailed below. Downtime penalty will be applicable based on the non-availability of the machines. The Successful Bidder should extend all the support and also abide all the clause mentioned above

Description of Services	Metro/Urban Centres		Semi Urban/Rural Centres	
Telephonic / email support	24 * 7 Support		24 * 7 Support	
Service Window -12 Hour Cycle	9 AM to 9 PM ( All Days)		9 AM to 9 PM ( All Days)	
Call Logging Window	Before 14:00 Hours	After 14:00 hours	Before 14:00 Hours	After 14:00 hours
Response Time	2 Hours	4 Hours	2 Hours	6 Hours
Resolution Time	Same Business Day	Next Business day	Same Business Day	Next Business day

## **6. BIOMETRIC SOLUTION**

- I. All CRs have to be enabled for the visually impaired and physically challenged person as per RBI instructions. At all locations the Successful Bidder has to implement the Biometric features (Aadhaar Enabled). The implementation includes the finger-print registration process at the CR and

the customized transaction processing. The finger-print registration should have the capability to capture three finger-prints and transmit the biometric data to the switch centre over the wide area network, in ANSI 378 template form. Since the biometric authorization system at the switch centre would have the capability of processing any combination of three finger-prints from the biometric authorization server, the biometric CR should enable capture of three fingerprints without resulting in the transaction getting timed out. Biometric CRs should recognize the Biometric card and accordingly display the screen/voice prompts. Biometric CR should accept normal PIN based Debit cards as well as Biometric cards. It will be the responsibility of the Successful Bidder to provide customization, if any, for enabling centralized authentication through biometric authentication server at the Bank's existing switch centre. Finger print registration will be done by the branch.

- II. It should be voice enabled and biometric features should be enabled. The CR must be suitable for wheel chair based operation / for the visually impaired.

## **7. MIS REPORTS**

The Successful Bidder to provide MIS Reports as per the requirements of the Bank which includes but not limited to the following:

- I. Monthly Call lodge report along with machine ID, call lodge & closure date time, turnaround time, action taken, parts replaced, call lodge status, remarks and other relevant information.
- II. Consolidated Call lodge details for each cash recycler repairs & maintenance.
- III. Reports on site condition
- IV. Report on chronic faults like cash recycler down repeatedly for same reason.
- V. Consolidated Exception Report Cash Recyclers which were out-of-service for more than 4 hours for each instance, with downtime break up and the reasons.
- VI. Any other reports as and when required.

## **8. SHIFTING OF MACHINES AND RELATED EQUIPMENT**

- I. The shifting charge shall be provide by Bank.
- II. De-installation, de-grouting of Cash Recycler will be done by the successful bidder.
- III. Acquiring Road Permits or any other statutory permission for shifting, if required.
- IV. Payment of Octroi, Local Tax etc. (shall be reimbursed in actual on production of receipt)
- V. Packing of Cash Recycler.

- VI. Transportation and transit insurance of Cash Recycler to the new location, irrespective of the make of the machine and its manufacturer.
- VII. Unpacking of Cash Recycler once received on designated site (New location).
- VIII. Re-installation, Grouting of Cash Recycler, ensuring connectivity and test that the Cash Recycler is in working condition.
- IX. The vendor /s shall make good any losses, damages incurred to any equipment during shifting without any cost or demur to Bank.
- X. Shifting of Cash Recycler shall be done by the Successful Bidder vendor as per the terms agreed. Necessary transit insurance for shifting is mandatory and should be taken by Successful Bidder.

## **9. HELP DESK SERVICE**

The Successful Bidder is required to provide help desk services. These services include the following:

- a. Providing Help Desk facility with multiple lines as single point of contact for all Cash Recycler related issues.
- b. Proactive problem resolutions.
- c. Round-the-clock remote support to field operatives and Bank Official.
- d. Web portal for lodging complains

## **10. CASH RECONCILIATION:**

Cash reconciliation will be done by the Bank Officials/representatives. In case of any dispute occurs based on the call lodge by Bank or its representatives the successful bidder has to provide necessary support for identification of the entry & smooth reconciliation without incurring any cost to the Bank.

## **11. CUSTOMISATION**

Any cost for the development of the interface or its customization at the Successful bidder's end has to be borne by the Successful Bidder. Wherever required Bank will coordinate between Successful Bidder and Switch vendor for integration. For implementation of the changes in individual machines, if Engineer visit is required, Bank will make the payment of the same as per the visit charge agreed. The indicative list (but not exhaustive) is given hereunder:

- a. The development of the interface between Bank's Switch and monitoring tool of the services provider (both at Switch and monitoring tool end).
- b. Customizations of the Cash Recycler switch software and Cash Recycler software to handle biometric transactions on Cash Recycler.
- c. If any processes at SB's end or their consortium partner's end needs to be changed, upgraded, re-designed, the same has to be done at no additional cost to the Bank.



- d. If any new customisation at Bank's switch for the model supplied by the Successful Bidder, Successful Bidder has to bear the cost of customisation.

## **12. CHANGE IN INFRASTRUCTURE**

It is the responsibility of the Successful Bidder to change/upgrade/customize the infrastructure at all levels (like software, hardware supplied to Bank, Infrastructure at Management Centre, Disaster Recovery Site of Successful Bidder, CR site etc.) for ensuring the compliance to statutory, RBI, IBA, NPCI and VISA/MasterCard requirements at no additional cost to the Bank.

## **13. COMPLIANCE TO REGULATORY GUIDELINES**

- I. All Regulatory/Statutory/NPCI/RBI/UIDAI etc. guidelines, Industry regulations and audit compliance published before bid submission date required to be complied by successful bidder without any additional charges to the Bank. However, if there is any additional hardware change required for compliance of Regulatory/Statutory/NPCI/RBI/UIDAI etc. guidelines published after bid submission date, same will be done at mutually agreed rates. If any additional new third party software is required (excluding upgrade/patches of existing software), Bank will pay software license cost at mutually agreed rates. Testing cost of the same has to be borne by the bidder for both hardware and software. Bank may also procure the necessary compatible software which the bidder has to install at no additional cost to the Bank.
- II. The Cash Recyclers should be upgradeable to support any additional services that Bank may introduce at a later date at no extra cost, if software development & hardware changes are not required. However, if software development & hardware changes are required the same will be paid on mutually agreed rate except regulatory requirements. For Regulatory requirement if there is any additional hardware change required, Bank will pay at mutually agreed rates. If any additional new third party software is required (excluding upgrade/patches of existing softwares), Bank will pay software license cost at mutually agreed rates. Testing cost of the same has to be borne by the bidder for both hardware and software. Bank may also procure the necessary compatible software which the bidder has to install at no additional cost to the Bank.
- III. In terms of recent guidelines issued by various authorities like RBI, CERT, etc. it is essential to know the Information Security status of the Service Providers connected to the Bank's network for providing the services, which involves the various payment channels. In this regard, Successful Bidder has to report any incident or alert generated by your system or monitored by your SOC, IT team etc. This report should also be shared with Cyber Security Monitoring

team, headed by the Chief Information Security Officer (CISO). This information may be provided through email or a dashboard can be created, which can be monitored by CISO / CISO team.

- IV.** In future, Bank may carry out design modification and/or application addition to the Bank's network, including modification for the security policy implementation. Accordingly, Successful Bidder should carry out necessary configuration changes in their network, as advised by the Bank time to time. For implementation of the changes in individual machines, if Engineer visit is required, Bank will make the payment of the same as per the visit charge agreed.
- V.** Successful Bidder is to ensure implementation of mandatory physical security requirements mentioned in CR security guidelines issued by NPCI.
- VI.** The Successful Bidder shall submit a technical write-up on the features relating to Encryption/Decryption of Data of all CRs/Equipment. Any special Security features or any special security utilities available shall be indicated separately. The total CR operation, transfer of data on the network between CRs and Switch, shall be in encrypted mode. The feed from central system shall be given to Bank Security Operation Centre (SOC).
- VII.** For link security the Bank proposes to use encryption available on Routers. The Successful Bidder can offer hardware and/or software product, if any, which can be used for data security as an integral part of other devices. Both the primary and back-up link to Off-site CRs shall be protected by encryption/decryption. The Successful Bidder shall confirm that the security encryption standard of Triple DES offered is meeting VISA/Master/NPCI or any other regulatory security standard.



## **PART-V**

### **1. ORDER DETAILS**

The Bank intends to deploy 300 Cash Recycler Machines over a period of **24 months**. Quantity mentioned above is only indicative and likely to increase or decrease based on Bank's requirement. Bank will issue specific work order for each of the installation with location details. The machines should be covered under two year comprehensive onsite warranty and AMC for a period of three years renewable for a further two years, if desired by the bank. The purchase order will be placed by the Bank from its **Head Office** and payment will be made by Head Office. Performance Bank Guarantee will be required to be submitted at Head office. Any decision of the Bank in this regard will be final & conclusive and binding upon the vendor.

### **2. DELIVERY & INSTALLATION**

- i. The selected bidder shall deliver the machines within **Six Weeks** in North East region and in states where road permit is needed and within **Four weeks** in rest of the country from the date of completion of UAT & Bank Sign-off and operationalize it within 1 week from the date of receiving the intimation over e-mail/letter from the Bank failing which the Bank reserves its right to levy liquidated damages as mentioned in liquidity damage clause. One machine for UAT purpose to be delivered within four weeks of intimation of Bank.
- ii. The Successful Bidder is responsible for supply & delivery, transportation, all insurance (including transit), storage and installation and commissioning of Cash Recycler at sites including integration, acceptance testing, documentation and training of Bank's personnel, if required. The loss payee endorsement shall be in favour of the Successful Bidder for all the above mentioned insurance.
- iii. The Successful Bidder shall be responsible for installation and commissioning of the system including cabling and other related activities such as unpacking, uncarting, inspection etc.
- iv. The Successful Bidder shall ascertain the Network Addressing from the bank and the free ports/ interface points available at all locations before installation.

### **3. CONTRACT PERIOD**

The contract period for procurement of 300 Cash Recycler Machines will be for a period of **Seven Years** from the date of Service Level Agreement (SLA). The machines shall carry warranty for a period of **2 years** from each installation and accepted by the Bank.

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

#### **4. WARRANTY & AMC**

##### **4.1 WARRANTY**

The Selected bidder shall provide warranty for all the Cash Recycler Machines. The period of warranty will be **2 year** from the date of installation.

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

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

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

## 4.2 ANNUAL MAINTENANCE CONTRACT

4.2.1 The bidders shall quote AMC Charges for Cash Recycler Machines for a period of **three years** after the initial comprehensive onsite warranty period of two year in commercial bid.

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

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

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

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

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

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

**c. Call lodge details** Cash Recycler Machines wise in tabular form and in excel mentioning.

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

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

- 4.2.5 Bank reserves its right to decide whether or not to enter into AMC with the successful bidder, for the post warranty period.
- 4.2.6 In case Bank decides to enter into Annual Maintenance Contract, the successful bidder shall ensure that the type of support/maintenance services extended for hardware during the AMC period of 3 years after the initial comprehensive onsite warranty period of two year, is similar to the support/maintenance extended during warranty period.
- 4.2.7 The Bank shall have the option to terminate the service contract at any time during the contract period by giving a written notice of 30 days, without assigning any reason thereof. However, the selected bidder shall commit himself to service for a minimum period of 7 years, unless the service contract is terminated by the Bank and the selected bidder will have no right to terminate the contract within this period.
- 4.2.8 Within the period of warranty / maintenance cover as stipulated above, the Bank shall have the right to shift the supplied Cash Recycler Machines to an alternate site of its choice before or after installation. Cost, if any, for shifting the Cash Recycler Machines/Infra Equipment etc. after installation of Cash Recycler Machines at the identified site will be borne by the Bank.
- 4.2.9 During the AMC period [if contracted] Bank may, by notice of not less than 30 days in writing to the bidder, modify or delete either any location or all locations, either partial items or all items of the Annual Maintenance Contract.
- 4.2.10 The selected bidder is required to make available spare parts for the systems for the contract period. Thereafter, selected bidder will give at least twelve months' notice prior to discontinuation of support services.
- 4.2.11 Required warranty & AMC for the servers to be provided by the selected bidder during the contract period.

## **5. PAYMENT TERMS**

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

- No advance payment will be made.
- **90%** of the value of the equipment will be paid after delivery & completion of successful installation of the Cash Recycler Machines and the same

going live on Bank's network. The payment will be made on receipt of the invoices along with duly certified installation report (as per annexure XXX) from the respective Branch Head.

- In case any components of the Cash Recycler Machines are found to be defective / damaged, payment in respect of such Cash Recycler Machines will be withheld by BANK till the defective component or the Cash Recycler Machines itself is replaced. Bank's decision as regards replacement of the defective part or the entire Cash Recycler Machines shall be final, conclusive and binding on the selected bidder.
- The balance **10%** of value of the equipment will be paid after the warranty period or on submission of a Performance Bank Guarantee (BG) to the payment authority for equivalent amount till warranty period.

## **6. UPTIME GUARANTEE**

Availability is calculated as accessibility to the cash recycler for all the transactions supported on the machine. Availability should be for the end customer and the customer should be able to perform all transactions (financial & non-financial) that are supported on the machine. Including generation of the receipt to the end customer on completion of transaction, dispensing of cash of all denomination for which machine is configured. Installation of machine Delivery Channel is of critical importance for the Bank and therefore, it requires an uptime of minimum of **98 %** is expected after taking into account the following exclusions (Classification of areas is as per Bank):

- A maximum of 5 (Five) hours for quarterly Preventive Maintenance including copying the images to External Hard disk or DVR, media will be provided by the bank.
- Actual Supervisory Time (which should be reasonable & in tune with national average)
- Actual downtime on account of the Switch and network connectivity at site.
- Power outage or UPS is not working at site.
- Core Banking Solution Host outages.
- Vandalism by any unauthorised person.
- Non-availability of access to the Cash Recycler.
- Force Majeure cases.

Successful Bidder, in all such cases, shall inform the Bank regarding the same. The paying authority has the discretion to decide regarding the exclusions which shall be final and binding on Bidder.

## 7. PENALTY & LIQUIDATED DAMAGES

### I. UPTIME MAINTENANCE

- a. Bank is committed to provide world-class services at its Machine network with high 24x7x365 availability to customers. Cash Recycler is an important touch point to serve customers and the uptime of this channel to the customers is of prime importance. The successful bidder is, therefore, expected to keep the downtime to a minimum level.
- b. Downtime shall mean the aggregate of downtime of the particular Machine during a month expressed as a percentage of total available time in a month i.e. number of days x 24 hours.
- c. Bank desires to ensure at least 98% uptime for all sites. Failure to ensure minimum availability (post applicable of above mentioned exclusions for Downtime) per calculated on **monthly** basis, the centre – wise penalty will be levied as under:

Availability	Metro / Urban (Penalty)	Rural/Semi Urban(Penalty)
96-98%	3 %	1 %
94-96%	5 %	3 %
92-94%	7 %	5 %
90-92%	10 %	8 %
85-90%	12 %	10 %
Below 85%	25 %	20 %

- d. Penalty will be calculated at the above percentages on the monthly billing payable to the vendor. In the event a particular sites reaches maximum downtime for 3 consecutive months, Bank at its own discretion shall deduct 100% of the monthly payment for that Cash Recycler, as penalty for those months.
- e. During warranty period penalty shall be adjusted from the security deposit/10% remaining outstanding payment. During AMC period, penalty will be deducted from quarterly submitted invoice.
- f. Downtime shall mean the interval between the time of failure and the completion of repair. However, this shall exclude.
- Time lost due to cash replenishment
  - Time lost for carrying out preventive maintenance activities once a quarter
  - Abnormal delays for service personnel to reach the site on account of force majeure, natural disasters, any governmental act, fire, bandhs, explosion, accident, civil commotion or anything beyond the control of Successful Bidder.



- g. Bank may invoke Performance Bank Guarantee of Successful Bidder at any stage in case items Successful Bidder has not maintained 98% uptime of CR. Successful Bidder shall ensure that the meantime between failures (including any malfunctioning, breakdown or fault) in the equipment or any part thereof, as calculated during any and every quarter (period of three consecutive months) is not more than 90 days.

## **II. DELIVERY & INSTALLATION**

- Notwithstanding the Bank's right to cancel the order, liquidated damages at 1% of the system value per site per week will be charged for every week's delay (attributable to the vendor) in the execution of the purchase order beyond the specified delivery/installation schedule subject to a maximum of 10% of the value of the systems ordered for that site. Liquidated damages will be calculated per week on per site basis. Part of week will be treated as no delay for this purpose.
- Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the company.
- If the vendor claims that Bank is not in a position due to SNR, the Vendor should submit the documentary proof to the paying authority.

## **III. EJ PULLING SERVICES AND EJ RECONCILIATION: -**

Successful bidder has to install/load the EJ agent software provided by Bank. EJ pulling shall be done by Bank or its authorised vendor. SB has to ensure that EJ agent remains connected to ensure 100% EJ pulling rate. If EJ disconnected and same is not connected in T+2 days after same is brought to successful bidder notice, Bank will charge a penalty of Rs 1000/- per incident per Cash Recycler. Further, in case of any penalty (ombudsman award etc.) imposed on the bank due to non-availability of EJ due to disconnection, the Bank will recover the amount from Successful Bidder claimed by the cardholder.

## **IV. SPARE PART REPLACEMENT**

For spare parts / accessories ordered by the Bank, impacting the operation of Cash Recyclers, the response time will be 4 hours and resolution time will be six hours in metro/urban centre and response & resolution time is 6 hours at other centre and for all other items which do not impact the operations of the Cash Recyclers, two working days. Penalties will be levied @ Rs.250/- per incident per day subject to maximum of Rs 25,000/- for incidents which affect the working/operations of the Cash Recyclers during warranty and maximum 25 % of the AMC amount of the particular machine during AMC period. The penalties will be recovered from any payment due to the vendor under any contract with the Bank.

## **V. CR CAMERA IMAGES/CCTV FOOTAGES: -**

In case of requirement of any specific image is not provided within Three (3) working days, vendor may be penalized with the cap of maximum the amount of transaction plus any penalty levied by higher authorities like RBI/BO/court of law, etc.

Also Successful Bidder should provide images/footages in case of disputed transactions/ or as and when required by the Bank. If Successful Bidder is unable to do so for any reason, the Successful Bidder will be liable to pay any penalty (ombudsman award etc.) imposed on the bank towards satisfaction of the disputed amount.

## **VI. LIMITATION OF PENALTY**

Overall penalty calculated above, shall be restricted to total value of Performance Bank guarantee submitted by the Successful Bidder. However, any penalty imposed by RBI/ Ombudsman / Other Bank / Any other Government Authority / Office on Customer complaints due to CR operation will be recovered from the Successful Bidder over and above the penalty imposed by the bank.

## **8. PAYING AUTHORITY**

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

**Note:** In case of States having Road Permit /entry tax, the successful Bidder will have to liaison with local tax authorities at each of the locations to obtain the necessary permissions from the respective authorities. Obtaining the necessary permission will be the responsibility of the Bidder. The Bank will not arrange for any Road Permit / Sales Tax clearance for delivery of Cash Recycler Machines & other equipments to different locations. UCO Bank will not provide any C Form or Way Bill etc. Clearance of the equipment from Tax Authorities would be the responsibility of the bidder. Delay in delivery due to these will be considered under liquidity damage.

## **9. PERFORMANCE BANK GUARANTEE**

The vendor, within 15 days from the date of LOI (letter of Intent) will have to furnish a Performance Bank Guarantee, format as per Annexure-V of the RFP,



issued by any scheduled commercial bank equivalent to **3%** of the total cost of the Project (TCO)/Order value valid for **(27 months) 2 years with 3 months claim period** from the date of purchase order.

Before expiry of the above mentioned PBG submitted for total cost of the 300 machines; Successful bidder has to submit fresh Bank guarantee covering **3% amount of AMC** of Cash Recycler Machines (as per Annexure- V, Total AMC cost) valid for **(39 months) 3 years with 3 months** claim period of Cash Recycler Machines installed at that particular time through this RFP. This BG should be submitted before expiry of the PBG submitted for total cost of the machines, falling which Bank will invoke PBG submitted for average cost of the 300 machines.

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

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

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

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

Post submission of Bank guarantee, Successful bidder need to sign the contract (SLA) and submit the same to Bank along with Deed of Indemnity, Nondisclosure agreement duly stamped, after which Bank shall issue Purchase order

## **10. PRICE VALIDITY**

The selected bidder shall keep the price valid for a period of **two years** from the date of agreement. There shall be no increase in price for any reason whatsoever during the period. Bank may place the additional Purchase Orders to the selected bidder for any or all of the services at the agreed unit rate for line items as mentioned in the commercial format i.e. Annexure – XXVI during the contract period.

## **11. SINGLE POINT OF CONTACT**

The selected bidder shall appoint a single point of contact, with whom Bank will deal, for any activity pertaining to the requirements of this RFP. The selected Bidder shall provide support services which include installation of servers by providing onsite support on next business day, response and resolution at Kolkata during contract period after the acceptance of the hardware and software. In case of any failure of Hard Disk or any other components during the warranty period then the Bidder shall replace such components immediately.

## **12. RIGHT TO ALTER QUANTITIES**

The Bank reserves the right to alter the number of Cash Recycler Machines specified in the tender in the event of changes in plans of the Bank. Any decision of BANK in this regard shall be final, conclusive and binding on the vendor. The bank reserves the right to place order for **± 25% Cash Recycler Machines** at cost discovered through RFP during the contract period with the same terms and conditions. Banks is not obligate to purchase all the quantity of the Cash Recycler Machines as mentioned above. Bank reserves the right to alter the quantities at any time without prior notice to the selected vendor(s).

## **13. INSURANCE**

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

## **14. PRELIMINARY SCRUTINY**

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

## **15. AWARD OF CONTRACT**

Bank will award the contract to the **L1 bidder** and will notify the name of the selected Bidder by means of Letter of Intent (LOI). Bank may release the order either in Full or in part or place more than one order towards the contract based on project plan. The selected Bidder shall submit the acceptance of the order within seven days from the date of receipt of the Letter of Intent (LOI). No conditional or qualified acceptance shall be permitted. The effective date for start of provisional contract with the selected Bidder shall be the date of acceptance of the order by the Bidder. Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.

## **16. TAXES**

- a.** Bidder shall be solely liable for the payment of all taxes, duties, fines, penalties, etc., by whatever name called as may become due and payable under the local, state and/or central laws, rules and/or regulations as may be prevalent and as amended from time to time in relation to the services rendered pursuant to this agreement. The Bank may in its discretion, but without being bound to do so, make payment of Taxes, duties as aforesaid and in the event of such payment, Bank shall be entitled to deduct the payment so made from the payment due to Bidder in respect of Bills.
- b.** The Bank shall not be liable nor responsible for collection and / or payment of any such taxes, duties, fines, penalties etc., by whatever name called, that are due and payable by bidder, under the local, state and/ or central laws, rules and /or regulations as may be prevalent and as amended from time to time.
- c.** Nothing contained herein shall prevent the Bank from deducting taxes deductible at source as required by any law/s or regulation/s. Bidder shall be responsible to report any non-receipt of certificate of taxes deducted at source within ninety (90) days of deduction of such taxes at source by the Bank to bidder. The Bank will not issue any duplicate certificate for deduction of taxes at source unless such request is made within ninety (90) days of the closure of the financial year.
- d.** Bidder shall co-operate fully in the defence of any claim/s by any local, state or union authorities against The Bank with respect to any taxes and/or duties due and payable by bidder and /or individuals assigned by bidder under this agreement. Without limiting the generality of the foregoing bidder shall upon request by The Bank, give to The Bank all documents, evidences in a form satisfactory to The Bank to defend such claim/s. Any claims filed against The Bank, the cost to be borne by the selected bidder.

- e. The payments which is/are **inclusive of GST and other taxes, fees etc.** as per the Payment Schedule covered herein above shall be paid by Department of Information Technology, UCO Bank, Head Office – Kolkata. However, Payment of the Bills would be released, on receipt of advice / confirmation for satisfactory delivery and commissioning, live running and service report etc. after deducting all penalties.

## **17. CONFIDENTIALITY AND SECRECY**

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

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

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

- To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by BANK;
- To only make copies as specifically authorized by the prior written consent of Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;
- To restrict access and disclosure of Information to such of their employees, agents, strictly on a “need to know” basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause, and
- To treat all Information as Confidential Information.
- The selected service provider acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, data, papers, statements, any business/customer information, trade secrets and process of the UCO Bank relating to its business practices

in connection with the performance of services under this Agreement or otherwise, is deemed by the UCO Bank and shall be considered to be confidential and proprietary information ("Confidential Information"), solely of the UCO Bank and shall not be used/disclosed to anybody in any manner except with the written consent of The UCO Bank.

- The selected service provider shall ensure that the same is not used or permitted to be used in any manner incompatible or inconsistent with that authorized by the UCO Bank. The Confidential Information will be safeguarded and the selected service provider will take all necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof.
- **Conflict of interest:** The Vendor shall disclose to BANK in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

The successful Bidder is required to execute a Non-Disclosure Agreement to the bank as per bank's format before or at the time of execution of the Service Level Agreement

## **18. COMPLIANCE WITH LAWS**

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

Further the selected Bidder shall undertake to observe, adhere to, abide by, comply with all applicable Statutes/Legislations pertaining all the its officers/staff/personnel/representatives/agents deployed by them for the scope of work (stipulated in the Request for Proposal/Quotation) but not limited to the Minimum Wages Act, Employees Provident Fund Act, Labour Laws, ESIC Facility Standard & Rules/Regulations/Guidelines issued by the Government/ Reserve Bank of India or any other Authority, as applicable.

The selected Bidder shall undertake to promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under

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

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

## **19. BLACKLISTING**

### **GROUND FOR DISQUALIFICATION & BLACKLISTING**

**(A)** Notwithstanding anything contained in this document, any Bidder/selected Vendor shall be disqualified when –

- i) any Bidder who have been black-listed or otherwise debarred by any Bank/Financial Institution/Central Government/State Government/any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory/Statutory Authority as on date of the publication of this Tender/Procurement;
- ii) any bidder whose Contract/Agreement with any Bank/Financial Institution/Central Government/State Government/any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory/Statutory Authority has been terminated before the expiry of the Contract/Agreement for breach of any terms and conditions at any point of time during the last five years;
- iii) any Bidder whose Earnest Money Deposit and/or Security Deposit have been forfeited by any Bank / Financial Institution/Central Government/ State Government/any Central or State Undertaking or Corporation/ Reserve Bank of India or any other Regulatory/Statutory Authority, during the last five years, for breach of any terms and conditions.



**(B)** Further disqualification can be imposed by the Bank in accordance with the procedures established, which may include but not limited to the following grounds, either at the stage of Competitive Bidding or at the stage of implementation of the Contract:

Commission of any act of:

- i)** submission of a bid, proposal or any other document that is known or should be known by the Bidder to be false, misleading or non- meritorious or to contain false information or concealment of information which will influence the outcome of the eligibility screening/selection process;
- ii)** any documented unsolicited attempt by the Bidder to unduly influence the decision making process of the Bank while determining the eligibility screening/selection process in favour of the Bidder;
- iii)** unauthorized use of one's name or using the name of another for purpose of bidding;
- iv)** breach of the terms of a public contract by a wilful or material failure to perform in accordance with the terms thereof;
- v)** withdrawal of a bid, or refusal to accept an award, or enter into contract with any Bank/Financial Institution/Central Government/State Government/ any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory Authority without any justifiable cause, after the Bidder had been adjudged as having submitted the lowest calculated Responsive Bid or highest rated Responsive Bid;
- vi)** refusal or failure to furnish the required performance security within the prescribed time frame;
- vii)** refusal to clarify or validate the Bid submitted, in writing, within a period of seven (7) calendar days from receipt of the request for clarification if sought by the Bank;
- viii)** that may tend to defeat the purpose of the competitive bidding, such as but not limited to; an eligible Bidder not purchasing the bid documents or not complying with the requirements during the evaluation of bid or habitually withdrawing from bidding or submitting letter of non-participation for at least three (3) times within a year, except for valid reasons;
- ix)** lack of integrity or honesty or fraud, bribery, collusion or conspiracy;
- x)** failure by the Bidder/Vendor, due to solely his fault or negligence, to mobilize and commence the work or perform within the specified time period, as specified in the Tender Document, including but not limited to the Request for

Proposal/ Request for Quotation/ Agreement/Letter of Intention/Purchase Order etc.,;

- xi)** failure by the Bidder/Vendor to fully and faithfully comply with its contractual obligations without valid cause, or failure to comply with any written lawful instruction of the Bank or its representative(s) pursuant to the implementation of the Contract, which may include but not limited to the following:
- a.** Employment of competent technical personal, competent engineers and/or work supervisors;
  - b.** Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions;
  - c.** Stockpiling in proper places of all materials and removal from the project site of waste and excess materials, including broken pavement and excavated debris in accordance with approved plans and specifications and contract provisions;
  - d.** Deployment of committed equipment, facilities, support staff and manpower; and
  - e.** Renewal of effectively date of the performance security after its expiry during the tenure of the Contract.
- xii)** assignment and subcontracting the Contract or any part thereof or substitution of key personnel named in the proposal without prior written approval by the Bank;
- xiii)** for the procurement of goods, unsatisfactory progress in the delivery of the goods by the manufacturer, supplier or distributor arising from his fault or negligence and/or unsatisfactory or inferior quality of goods, as may be provided in the contract;
- xiv)** for the procurement of consulting services, poor performance by the consultant of his services arising from his fault or negligence. The poor performance of the Consultant can include and may not be limited to defective design resulting in substantial corrective works in design and/or construction, failure to deliver critical outputs due to consultant's fault or negligence, specifying materials which are inappropriate, substandard, or way above acceptable standards, allowing defective workmanship or works by the contractor being supervised by the consultant etc.,
- xv)** for the procurement of infrastructure projects, poor performance by the contractor or unsatisfactory quality and/or progress of work arising from his fault or negligence as per the existing performance monitoring system of the Bank shall be applied, quality of materials and workmanship not complying with the approved specifications arising from the contractor's fault or



negligence, willful or deliberate abandonment or non-performance of the project or contract by the contractor resulting to substantial breach thereof without lawful and/or just cause.

- (C) Any parameters described, *supra*, attributable to any Partner/Director shall be construed as disqualification for the Firm/Company, as the case may be.
- (D) The Bank will have the discretion to disqualify the Bidder/Vendor and/or initiate the process for blacklisting the Bidder/Vendor and may also entail forfeiture of performance security furnished by the Bidder/Vendor. “

## **20. 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

## **21. 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.

## **22. ACCEPTANCE TESTING**

- a) 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 procurement of 300 Cash Recycler Machines. 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.

- b)** 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.
- c)** The successful bidder must submit pre-shipment quality inspection certificate along with the invoices to UCO BANK. However, UCO BANK reserves the right to conduct pre-shipment inspection by its own employee or approved third party. The bidder has to offer the items for inspection in such a manner that it does not affect the delivery schedule. Factory inspection of the Cash Recycler Machines 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 Cash Recycler Machines offered for inspection are not as per UCO Bank's order or the bidder does not comply with the test and inspection procedure.
- d)** if any inspected Cash Recycler Machines fail to confirm to the specifications, UCO BANK may reject the same and the bidder shall either replace the rejected Cash Recycler Machines or make all alterations necessary to meet specification requirements free of costs to UCO BANK
- e)** UCO Bank's right to inspect, test and where necessary reject the Cash Recycler Machines 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.

### **23. ORDER CANCELLATION**

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

- i. The bidder commits a breach of any of the terms and conditions of the offer or any of the terms and conditions of the Purchase Order / SLA.
- ii. Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process.
- iii. The bidder goes into liquidation voluntarily or otherwise.
- iv. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the order.
- v. The progress regarding execution of the order accepted made by the vendor is found to be unsatisfactory.
- vi. Non-compliance of the scope of the job.
- vii. Repetitive failure of the deployed personnel to perform the job to the satisfaction of the bank.
- viii. On the events of data piracy / privacy / system failures / security failures.
- ix. If deductions on account of liquidated damages exceed more than 10% of the total order price.



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

- I) In case the selected bidder fails to deliver the ordered hardware, software, services as stipulated in the delivery schedule, UCO BANK reserves the right to procure these deliverable from alternate sources at the risk, cost and responsibility of the selected bidder with the capping of 125% of the original quoted cost for such deliverable as per commercial bid.
- II) If the bidder does not perform satisfactorily or delays execution of order, UCO Bank reserves the right to get the balance order executed by another party of its choice by giving 30 days' notice for the same. In this event the bidder is bound to make good with the capping of 125% of the original quoted cost for such deliverable as per commercial bid, which UCO Bank may have to incur in executing the balance order. This clause is applicable, if for any reason, the order is cancelled.
- III) UCO Bank reserves the right to recover any dues payable by the bidder under the contract from any amount outstanding to the credit of the bidder, including the bills and /or invoking the Bank Guarantee under this purchase order.

- IV)** In case of cancellation of order, any advance payments (except payment against ATS) made by the Bank to the Vendor for implementation of project, would necessarily have to be returned to the Bank, if bidder fail to return such payment within 30 days, then vendor have to be returned amount to the Bank with interest @ 15% per annum , further the Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid.
- V)** Vendor should be liable under this section if the contract/ purchase order has been cancelled in case sum total of penalties and deliveries exceeds 10% of the TCO.
- VI)** In case of order cancellation Bank will notify selected bidder with 90 days' notice period inclusive of 30 days cure period before cancellation of the Order. However, it is clarified that the notice should specifically contain that the 90 days period for cancellation is inclusive of cure period of 30 days, if the Vendor fails to cure within 30 days time the notice for cancellation will became absolute.

#### **24. INDEMNITY**



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

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

Vendor shall further indemnify the Bank against any loss or damage to the Bank premises or property, loss of life, solely attributable, due to the acts of the Vendor's employees or representatives. The Vendor shall further indemnify the Bank against any loss or damage arising out of claims of infringement of third-party copyright,

patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however,

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

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

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

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

Further,

- i. Vendor's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Contract Value.
- ii. Vendor's liability in case of claims against the Bank resulting from Wilful Misconduct or Gross Negligence of Bidder, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.
- iii. Bank shall not be held liable for any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by Bidder as part of procurement under the RFP.

- iv. Under no circumstances bank shall be liable to the selected Bidder for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if UCO Bank has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.
- v. Subject to any law to the contrary, and to the maximum extent permitted by law Bank shall not be liable to vendor for any consequential/ incidental, or indirect damages arising out of this agreement.

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

The vendor shall not indemnify the Bank for

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

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



## **25. PUBLICITY**

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

## **26. 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.

## **27. 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

## **28. GUARANTEES**

Selected bidder should guarantee that all the material as deemed suitable for the delivery and management of the procurement of 300 Cash Recycler Machines scope as defined under this document, are licensed and legal. All hardware and software must be supplied with their original and complete printed documentation.

## **29. EXIT OPTION AND CONTRACT RE-NEGOTIATION**

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

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

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



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

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

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

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

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

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

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

Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Selected Bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables, maintenance and facility management. However, during transitioning period payment will be made to vendor as per payment terms.

### **30. TERMINATION**

UCO BANK reserves the right to cancel the work/purchase order or terminate the SLA by giving **90 (ninety) days' prior notice in writing inclusive of 30 days cure**

**period** and recover damages, costs and expenses etc., incurred by Bank under the following circumstances:

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

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

### **31. TERMINATION FOR INSOLVENCY**

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

### **32. TERMINATION FOR DEFAULT**

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

### **33. TERMINATION FOR CONVENIENCE**

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

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

### **34. CONSEQUENCES OF TERMINATION**

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

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

Nothing herein shall restrict the right of UCO Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of

Indemnity and pursue such other rights and/or remedies that may be available to UCO Bank under law or otherwise.

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

### **35. SIGNING OF CONTRACT**

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

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

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

### **36. TECHNICAL INSPECTION AND PERFORMANCE EVALUATION**

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

### **37. VERIFICATION**

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

### **38. COMPLIANCE WITH APPLICABLE LAWS OF INDIA**

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

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

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

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

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

### **39. DISPUTE RESOLUTION MECHANISM**

- a.** The Bidder and The Bank shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:
- i. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
  - ii. The matter will be referred for negotiation between Deputy General Manager of The Bank / Purchaser and the Authorised Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.
- b.** In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.
- c.** The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.
- d.** The arbitrators shall hold their sittings at Kolkata. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Kolkata alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.
- e.** The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.



#### **40. ARBITRATION**

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

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

#### **41. APPLICABLE LAW AND JURISDICTION OF COURT**

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

#### **42. LIMITATION OF LIABILITY**

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



d) Regulatory or statutory fines imposed by the Government or Regulatory agency or non-compliance of statutory or regulatory guidelines applicable to the project.

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

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

#### **43. AMENDMENT(S) IN THE CONTRACT / SERVICE LEVEL AGREEMENT**

There shall be no variation(s) in or modification(s) in the terms of the Contract/ Service Level Agreement save and except by a written mutual consent signed by both the Parties i.e. the Bank and Vendor. Bank shall have the discretion/liberty to give effect to any amendment, modification etc. in the Contract/Service Level Agreement, if so required by Bank, sequel to any amendment(s)/ modification(s) etc. in the applicable Laws/Statutes including but not limited to amendment(s)/ modification(s) etc. in the existing Guidelines/ Instructions issued/to be issued by any Regulatory Authority.

#### **44. SEVERABILITY**

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

#### **45. Non-disclosure**

By virtue of Contract, as and when it is entered into between the Bank and the bidder, and its implementation thereof, the bidder may have access to the

confidential information and data of the Bank and its customers. The bidder will enter into a Non-Disclosure Agreement to maintain the secrecy of Bank's data as per following:-

- a.** That the bidder will treat the confidential information as confidential and shall not disclose to any third party. The bidder will also agree that its employees, agents, sub-contractors shall maintain confidentiality of the confidential information.
- b.** That the bidder will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without consent of the Bank. That the bidder will also agree to protect the confidential information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance. Without limitation of the foregoing, the bidder shall use reasonable efforts to advise the Bank immediately in the event that the successful bidder learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the bidder, and will reasonably cooperate in seeking injunctive relieve against any such person.
- c.** That if the bidder hires another person to assist it in the performance of its obligations under the Contract, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Contract to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Bidder is bound to maintain the confidentiality. This clause will remain valid even after the termination or expiry of this agreement.
- d.** That the bidder will strictly maintain the secrecy of Bank's data.

**(Tender offer forwarding letter)**

**Tender Reference No.: DIT/BPR & BTD/OA/3456/2020-21 Date: 01/03/2021**

To,

**The General Manager (DIT, BPR & BTD)**

**UCO Bank, Head Office**

**Department of Information Technology,**

**5<sup>th</sup> Floor, 3 & 4 DD Block, Sector -1,**

**Salt Lake, Kolkata -700064**

Dear Sir,

Sub: **RFP for Procurement of 300 Cash Recycler Machines” (RFP Ref No. DIT/BPR & BTD/OA/3456/2020-21 Date: 01/03/2021)**

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 Procurement of 300 Cash Recycler Machines, 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 Procurement of 300 Cash Recycler Machines as per the terms & conditions of your purchase orders.

In the event of our selection by the bank for undertaking Procurement of 300 Cash Recycler Machines, we will submit a Performance Guarantee for a sum equivalent to **3% of the project cost for a period of 2 years with 3 months of claim period** effective from the month of execution of Service Level Agreement & **3% amount of AMC of Cash Recycler Machines valid till 3 years with 3 months of claim period** of Cash Recycler Machines 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. 40,000/- (Rupees Forty Thousand Only) as Cost of RFP Document

Dated this      day of      2021

Signature:

(In the Capacity of)

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



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

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

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

	2017-18	2018-19	2019-20
<b>Net Worth</b>			
<b>Turnover</b>			
<b>Net Profit (Profit After Tax)</b>			

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

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

**Details of Experience in implementation of similar orders**

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

**N.B. Enclose copies of Purchase Orders as references.****Place:****Date:****AUTHORISED SIGNATORY****Name:****Designation:**

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

To,

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

Dear Sir,

**Ref: RFP for Procurement of 300 Cash Recycler Machines" (RFP Ref No. DIT/BPR & BTB/OA/3456/2020-21 Date: 01/03/2021**

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

We hereby extend our guarantee/ warranty and AMC as per terms and conditions of the RFP 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. We undertake to provide back-to-back support for spare and skill to the bidder for subsequent transmission of the same to the Bank. We also undertake to provide support services during warranty as well as ATS period if the above bidder authorized by us fails to perform in terms of the RFP.

Yours Faithfully

Authorised Signatory

(Name:

Phone No:..... Fax:.....e\_mail .....@.....

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

**FORMAT OF BID SECURING DECLARATION**

**(The Bidder shall fill in this Format in accordance with the instructions as indicated)**

**RFP for Procurement of 300 Cash Recycler Machines” (RFP Ref No. DIT/BPR & BTD/OA/3456/2020-21 Date: 01/03/2021**

To  
The Deputy General Manager  
DIT, BPR & BTD  
UCO Bank, Head Office  
5<sup>th</sup> Floor, 3 & 4, DD Block,  
Sector -1, Salt Lake,  
Kolkata – 700 064.

Sir,

I/We,..... (Authorised Signatory of the Bidder) submitted by the undersigned on behalf of the Bidder (M/s \_\_\_\_\_) either Sole or in Joint Venture, do hereby declare and accept the following:

**(A)** I/We understand according to your conditions, the bid must be supported by a Bid-Securing Declaration.

**(B)** I/We accept that M/s \_\_\_\_\_ will automatically be suspended from being eligible for bidding or submitting proposals in any contract with the Bank for the period of time starting on **Bid Submission Date** if I/We are in breach of our obligation(s) under the Bid conditions, enumerated as under:

- 1)** if I/We withdraw the Bid during the period of validity i.e. **180 Days** from the Bid due date; or
- 2)** if I/We is/are awarded the Contract and fail to sign the Contract; or
- 3)** if I/We fail to submit an unconditional and irrevocable performance security before the deadline defined in the request for bid documents; or
- 4)** if I/We make any statement or enclose any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information; or



- 5) if I/We fail to submit the requisite documents as per the tender specification;  
or
- 6) if I/We violate any of the provisions of the terms and conditions of this tender specification.
- (C) We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder or (ii) .....days after the expiration of our Bid.

Name of the Bidder*	
Name of the person duly authorized to sign the Bid on behalf of the Bidder**	
Designation of the person signing the Bid	
Signature of the person named above	
Official Seal	

Dated on .....this day of .....(mention the month),..... (mention the year)  
P.S.

(1) \* In the case the Bid is submitted by an Entity (viz., Partnership Firm, LLP, Company, Joint Venture), specify the name of the Entity as the Bidder.

(2) \*\* The Person signing the Bid shall have the Power of Attorney given by the Bidder to execute the documents on behalf of the Bidder.

(3) In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all Members/Partners to the Joint Venture that submits the Bid.

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

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

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

4. We, .....[indicate the name of the Bank ISSUING THE GUARANTEE] further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BANK under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till UCO BANK certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said VENDOR and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before .....(Expiry of claim period), we shall be discharged from all liabilities under this guarantee thereafter.
5. We ..... [indicate the name of Bank ISSUING THE GUARANTEE] further agree with UCO BANK that UCO BANK shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said VENDOR from time 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 upto .....and
- 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.



**Undertaking by the bidder**

**(To be included in Technical & Commercial Bid Envelope)**

To,

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

Dear Sir,

**Ref: RFP for Procurement of 300 Cash Recycler Machines” (RFP Ref No. DIT/BPR & BTB/OA/3456/2020-21 Date: 01/03/2021**

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 \_\_\_\_\_ 2021

Signature

(Company Seal)

\_\_\_\_\_

In the capacity of

Duly authorized to sign bids for and on behalf of:

**UNDERTAKING FOR NON-BLACKLISTING / NON-DEBARMENT OF THE BIDDER**

**TO BE STAMPED AS A DECLARATION & DULY ATTESTED BY A NOTARY**

**Sub: RFP for Procurement of 300 Cash Recycler Machines” (RFP Ref No. DIT/BPR & BTD/OA/3456/2020-21 Date: 01/03/2021)**

- 1) I/We, Proprietor/Partner(s)/Director(s) of M/s..... hereby confirm that I/We have read and understood the eligibility criteria and fulfil the same.
- 2) I/We further confirm that all the information furnished by me/us, as per the requirement of the Bank, have been included in our bid.
- 3) I/We further hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Bank. We understand that any deviation may result in disqualification of our bid.
- 4) \*I/We further hereby declare that I/We have not been black-listed or otherwise debarred by any Bank/Financial Institution/Central Government/ State Government/any Central or State Undertaking or Corporation/ Reserve Bank of India or any other Regulatory Authority or any other Statutory Authority as on date of the publication of this Tender/Procurement.

**(OR)**

I/We further hereby declare that the Proprietorship Concern/Partnership Firm/Company/..... (if any other entity) namely M/s ..... was blacklisted/debarred by.....(Name of the Authority who blacklisted/debarred) from taking part in their Tender/Procurement for a period of .....years w.e.f. ....to..... The period is subsisting/over on.....and now I/We is/are entitled to take part in Tender/Procurement.

- 5) I/We declare that no proceedings/inquiries/investigations have commenced/pending against me/us by any Statutory Authority/Regulatory Agency/Investigating Agency which may result in liquidation of company/ firm/proprietorship concern and/or may act as deterrent on the continuity of business and/or may hamper in providing the said services, as envisaged in this document.

- 6) I/We further hereby declare that no legal action is pending against me/us for any cause in any legal jurisdiction.
- 7) I/We undertake that adequate number of resources, if required by the Bank, will be deployed for the project to complete the assignment within the stipulated time.

**\*STRIKE OUT WHICH IS INAPPLICABLE**

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

Signature (1) ..... (2) .....

(duly authorized to sign)

Name:.....

Capacity in which as executed:.....

Name & registered address of the Bidder:.....

Seal of the Bidder to be affixed





**UNDERTAKING TO ABIDE BY ALL BY-LAWS / RULES / REGULATIONS**

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

To,  
The Deputy General Manager (DIT, BPR & LTD),  
UCO Bank, Head Office – II,  
Department of Information Technology,  
5<sup>th</sup> Floor, 3 & 4 DD Block, Sector – 1  
Salt Lake, Kolkata – 700064.

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

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

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP Ref No. DIT/BPR & LTD/OA/3456/2020-21 Date: 01/03/2021 including all annexure, addendum, corrigendum and amendments, if any. We certify that the services offered shall be in conformity with the terms & conditions and Scope of Work stipulated in the annexures of the said RFP.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**Place:**

**For M/s. .... Seal and Signature(s) of the Authorized Signatory (s)**

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

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

Sir,

**Sub: Confirmation for Government Rules relating to Minimum Wages:**

Further to our proposal dated ..... in response to the RFP for Procurement of 300 Cash Recycler Machines" (RFP Ref No. DIT/BPR & BTB/OA/3456/2020-21 Date: 01/03/2021 herein referred to as RFP) issued by Bank, we hereby covenant, warranty and confirm as follows:

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

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

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

Yours faithfully,

**Authorised Signatory**  
**Designation**  
**Bidder's corporate name**

**Place:**

**Date:**

**Undertaking Letter on the vendor's letterhead for GST Law**

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

Dear Sir,

**Sub: RFP for Procurement of 300 Cash Recycler Machines" (RFP Ref No. DIT/BPR & BTB/OA/3456/2020-21 Date: 01/03/2021**

Further to our proposal dated ....., in response to the Request for Proposal (Bank's tender No DIT/BPR & BTB/OA/3456/2020-21 Date: 01/03/2021 hereinafter referred to as "RFP") issued by Bank, we hereby covenant, warrant and confirm as follows:

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

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

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

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

Dear Sir,

**Sub: RFP for Procurement of 300 Cash Recycler Machines” (RFP Ref No. DIT/BPR & BTD/OA/3456/2020-21 Date: 01/03/2021**

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

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

Yours faithfully,

For.....

(Signature and seal of authorized person)

Place:

Date:

**UNDERTAKING FOR NO DEVIATION**

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

Dear Sir,

**Sub: RFP for Procurement of 300 Cash Recycler Machines” (RFP Ref No. DIT/BPR & BTD/OA/3456/2020-21 Date: 01/03/2021**

Further to our proposal dated ....., in response to the Request for Proposal (Bank's tender No. DIT/BPR & BTD/OA/3456/ 2020-21 Date: 01/03/2021 hereinafter referred to as “**RFP**”) issued by Bank, we hereby covenant, warrant and confirm as follows:

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

**We undertake to execute Deed of Indemnity, Non-disclosure Agreement & provide Performance Bank Guarantee as per the annexure enclosed in the RFP, in case of emergence as a successful bidder.**

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

**COMPLIANCE CHART****Compliance chart for submitting RFP for Procurement of 300 Cash Recycler Machines**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Compliance Status (Yes / No)</b>	<b>Page No. Of the bid document submitted</b>
1.	Are Technical & Commercial bid submitted under separate sealed envelopes?		
2	Is the Technical bid made in conformity with technical bid template as per Annexure XX & XXI?		
3.	Is the Commercial bid made in conformity with Commercial template as Annexure XXVI?		
4.	Whether Bill of Material with masking of price is mentioned in Technical offer document?		
5.	Whether ITM Euronet switch certification for the particular model of the machine attached? The bidder will give the certificate or undertaking mentioning that the proposed model is compatible for integration with ITM Euronet switch and it is the responsibility of the successful bidder to get the machine interfaced/integrated with the Bank's switch.		
6.	Are the Technical & Commercial Bids organized properly?		
7.	Are all the pages numbered properly and signed and stamped.		
8	Is Bid Security Declaration submitted?		
9.	Duly signed Annexures <b>1 to 34</b> are enclosed		
10.	Is the softcopies of the response of Technical, Functional and Commercial RFP submitted in separate Cash Recycler Machines?		
11.	Are document in support of all eligibility criteria submitted?		
12.	Are your solution complied with all Scope of work.		
13.	Is the Manufacturer Authorisation Form		

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

For.....



(Signature and seal of authorized person)

**Place:**

**Date:**



**ANNEXURE –XIV**

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

	2017-18	2018-19	2019-20
Turnover			
Profit / Loss			
Net-worth			



**Format of Pre-Bid Queries to be submitted by the Bidder(s)****To be e-mailed in .doc format**

Name of the Bidder:

Name of the Contact Person of the Bidder:

Contact Number of the Contact Person:

Email id of the Contact Person:

SL No	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/Suggestions of the Bidder

**PRE CONTRACT INTEGRITY PACT****(To be stamped as per the Stamp Law of the Respective State)**

1. Whereas UCO Bank having its registered office at UCO BANK, a body corporate constituted under The Banking companies (Acquisition & Transfer Act of 1970), as amended by The Banking Laws (Amendment) Act, 1985, having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001 acting through its Department of IT, represented by Authorised Signatory hereinafter referred to as the Buyer and the first party, proposes to procure (RFP for procurement of 300 Cash Recyclers Machines) hereinafter referred to as Stores and / or Services.

And

M/s\_\_\_\_\_ having its registered office at\_\_\_\_\_ represented by\_\_\_\_\_

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

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

**3. Preamble**

Buyer has called for tenders under laid down organizational procedures intending to enter into contract /s for supply / purchase / etc. of procurement of 300 Cash Recyclers Machines and the Bidder /Seller is one amongst several bidders /Proprietary Vendor /Customer Nominated Source/Licenser who has indicated a desire to bid/supply in such tendering process. The Buyer values and takes primary responsibility for values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder (s) and / or Seller(s).

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

**4. Commitments of the Buyer**

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

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

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

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

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

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

regarding plans, technical proposals and business details, including information constrained or transmitted electronically.

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

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

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

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

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

vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.

## **6. Previous Transgression**

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

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

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

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

## **8. Sanctions for Violation**

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

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

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

## **9. Compensation for Damages**

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

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

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

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

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

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

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

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

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

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

## **11. Law and Place of Jurisdiction**



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

## **12. Other Legal Actions**

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

## **13. Integrity Pact Duration.**

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

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

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

## **14 Other Provisions**

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

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

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

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

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

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

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

**BUYER**

**Signature:**

**Authorized Signatory**

**Department of IT**

**BIDDER /SELLER**

**Signature:**

**Authorized Signatory (\*)**

**Place:**

**Date:**

**Witness:**  
**(Name & Address)**

**Witness:**  
**(Name & Address)**



**NON-DISCLOSURE AGREEMENT**

**(To be stamped in accordance with the stamp act)**

This Non-Disclosure Agreement is entered into on this ....day of..... 2021

**BETWEEN**

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

**AND**

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

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

**WHEREAS** the Successful bidder/Receiving Party is inter alia engaged for **procurement of 300 Cash Recyclers Machines** as per the terms and conditions specified in the RFP Ref No. **DIT/BPR & BTD/OA/3456/2020-21 Dated 01/03/2021**. The Successful bidder/Receiving Party would be the single point of contact for this project.

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

**WHEREAS** the Parties presently desire to discuss and/or consult with each other's business for the purposes of entering into Agreements for procurement of 300 Cash Recyclers Machines

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

**WHEREAS** in the course of consultation with respect to the potential business venture, the Parties anticipate disclosing to each other certain information of a novel, proprietary, or confidential nature, and desire that such information be subject to all of the terms and conditions set forth herein below;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**8. Breach.** In the event the Receiving Party discloses, disseminates or releases any Confidential Information received from the Disclosing Party, except as provided above, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party shall have the right to demand prompt return of all Confidential Information previously provided to the Receiving Party and in such case, the Receiving party shall be bound to return all information within 30 days from the date of such demand. The provisions of this paragraph are in addition to any other legal right or remedies, the Disclosing Party may have under the Law for the time being in force.

**9. Arbitration and Equitable Relief.**

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

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

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

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

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

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

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

## **12. General Provisions.**

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

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



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

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

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

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

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

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

**For and on behalf of**

.....

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

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

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

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

**For and on behalf of**

.....

**(The selected successful bidder)**

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

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

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

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

**PROFORMA FOR DEED OF INDEMNITY**

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

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

**IN FAVOUR OF**

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

**WHEREAS**

The Obligor has  यूको बैंक UCO BANK

- A. offered to Implement \_\_\_\_\_ 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 hardware & software 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 and during the post warranty period if required at the discretion of UCO BANK. (The supply installation, maintenance & Implementation are herein after collectively referred to as "**Service/s**").
- C. Represented and warranted that they have all permissions, consents, and approvals from all authorities, both regulatory and non-regulatory, for supply, installation & Maintenance of Cash Recyclers Machines 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 implemented\_\_\_\_\_ 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 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)




**ELIGIBILITY COMPLIANCE**

Sl. No.	Eligibility Criteria	(Proof of Documents required /must be submitted)	Compliance Yes/No
1	<p>Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956/2013 for the last 3 years as on RFP issuance date.</p> <p>Companies registered as MSME Entrepreneur &amp; still categorized as MSME as on bid submission date.</p> <p>Bidder/Partner/Investor must adhere cross border sharing/FDI/FEMA and other regulatory guidelines of Govt of India.</p>	<ol style="list-style-type: none"> <li>1. Certificate of Incorporation issued by Registrar of Companies</li> <li>2. Copies of Memorandum of Association</li> <li>3. Copies of Articles of Association</li> <li>4. Shareholding pattern</li> <li>5. PAN, TAN, GSTIN Certificate and any other tax related document if applicable is required to be submitted along with the eligibility bid.</li> </ol> <p>Registration from DIC, KVIB, NSIC, KVIC, DIHH, UAA or any other body specified by Ministry of MSME.</p> <p>An Undertaking to be submitted in this regard.</p>	
2	<p>The bidder should be either Original Equipment Manufacturer (OEM) of Cash Recycler Machines or their authorized representative in India.</p>	<p>An authorization letter from OEM to this effect should be furnished as per Annexure-III. 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.</p>	
3	<p>The bidder submitting the offer should have minimum average turnover of Rupees</p>	<p>Copy of the audited balance sheet, certificate from the Chartered Accountant of the</p>	

	<b>20 Crores</b> for the last three financial years i.e. 2017-18, 2018-19 & 2019-20. This must be the individual company turnover and not of any group of companies.	company showing profit, net worth and turnover of the company for the consecutive last three financial years i.e. 2017-18, 2018-19 & 2019-20 should be submitted.	
4	Bidder should have positive net worth for last three financial years (2017-18, 2018-19 & 2019-20).	Copy of the audited balance sheet, certificate from the Chartered Accountant of the company showing profit, net worth and turnover of the company for the consecutive last three financial years i.e. 2017-18, 2018-19 & 2019-20 should be submitted.	
5	Bidder should have executed the total order for at least <b>300</b> Cash Recycler Machines in any Public Sector / Private Sector / Co-operative Banks in India during the last five years <b>collectively</b> , as on bid submission date. Out of which at-least 100 quantity should be from single organisation.	Documentary evidence with relevant copies of Purchase Order/SLA along with Completion Certificates / Installation Reports / Project Sign-Offs, in the last five years including names of clients with Phone and Fax numbers, E-Mail IDs etc.	
6	Proposed make & model of Cash Recycler Machines to be supplied under this RFP must be installed either by bidder or OEM (through any vendor) and should be in working condition as on bid submission date (at least <b>200</b> numbers) in any Public Sector / Private Sector / Co-operative Banks in India.	Documentary evidence with relevant copies of Purchase Order/SLA along with Completion Certificates / Installation Reports / Project Sign-Offs, including names of clients with Phone and Fax numbers, E-Mail IDs etc.	
7	The bidder should have at least 50 service centres across the country covering all the Zonal offices of the Bank and should be	The bidder should submit detailed list of such support centers across India covering the locations.	



	capable of expanding the service centres to support the Bank's installed Cash Recyclers machines. List of service centres to be enclosed as per Annexure – XXVIII along with an undertaking to expand the service centres to support the Bank's installed Cash Recyclers machines.		
<b>8</b>	Bidder should not have been debarred / black-listed by any Bank or RBI or any other regulatory authority or Financial Institutions in India as on date of RFP submission.	Undertaking is to be Submitted as per Annexure-VII.	
<b>9</b>	The service provider should ensure that there are no legal proceedings / inquiries / investigations have been commenced / pending / threatened against service provider by any statutory or regulatory or investigative agencies or any other for which performance under the contract will get adversely affected / may get affected.	 <p>Undertaking is to be Submitted in company's letter head to be submitted.</p>	

**FUNCTIONAL SPECIFICATION**

Cash Recyclers and the software to be provided should have the capability of performing the following functions through Display Menu:

<b><u>SL NO</u></b>	<b><u>Functional Requirement</u></b>	<b><u>Complied (Yes/No)</u></b>
1.	Accepting currency note of Rs. 50, 100, 200, 500 and 2000 and verification of genuineness of the notes before acceptance. Should be capable to integrate with Bank's ATM switch and Connect-24 for Direct credit to customers account.	
2.	Transfer of Funds between two accounts	
3.	Account enquiries	
4.	Account Statement Printing	
5.	Cheque Book Requisitioning	
6.	PIN change facility	
7.	Facility for utility bill payments	
8.	Facility to top-up mobile phones	
9.	Admin functions for Cash , reconciliation	
10.	Card to card transfers	
11.	Creation / renewal of Term deposits	
12.	Updation of mobile number	
13.	Product cross sale, tax payments,	
14.	Support Cash Withdrawal from any Bank account (at least 6 accounts)	
15.	Support Cash Deposit into any Bank account (at least 6 accounts) including other customers' accounts	
16.	Support Standing Instruction	
17.	Support Loan Account enquiry	
18.	Support Fixed Deposit	
19.	Support Bunched Note Acceptance	
20.	Support Balance Enquiry	
21.	Support Mini-Statement	
22.	Support Card to Card Transfer	
23.	Support Card to Account Transfer	
24.	Support Account to Account Transfer	
25.	Support B 2 B	
26.	Support Visa Money Transfer	
27.	Support Biometric Based Authentication API v2.0 specifications (as stated by UIDAI). Additional changes	

	required to support later revisions to be provided at no cost to the bank.	
<b>28.</b>	Support Institutional Fee Payment	
<b>29.</b>	Support Utility/Bill Payment/Taxes/Trust Donation etc.	
<b>30.</b>	Support Display of Graphics/ animation/scrolling/ date & time	
<b>31.</b>	Support PIN Change	
<b>32.</b>	Support Fast Cash/ My Favourite option	
<b>33.</b>	Support Mobile Number Registration	
<b>34.</b>	Support Mobile Top-Up	
<b>35.</b>	Support Mobile Banking Registration/Deregistration	
<b>36.</b>	Support Prepaid Card Cash Withdrawal	
<b>37.</b>	Support Prepaid Card Balance Enquiry	
<b>38.</b>	Support Cheque Book Issuance	
<b>39.</b>	Support Stop Cheque enquiry	
<b>40.</b>	Support Internet Banking Request Approval	
<b>41.</b>	Support Aadhaar Number Seeding	
<b>42.</b>	Support Cash increase/decrease/short/excess Admin Transactions using admin card	
<b>43.</b>	Support Dynamic Currency Conversion during transaction	
<b>44.</b>	Support Failure Alert	
<b>45.</b>	Support Idle Screen / Advertising	
<b>46.</b>	Support Cash Recycling	
<b>47.</b>	Support QR code based Transaction	
<b>48.</b>	Support Card less Transaction	
<b>49.</b>	Support NFC based transaction/ contactless transaction	
<b>50.</b>	Support EMV-chip based transactions	
<b>51.</b>	Support for AKDS	
<b>52.</b>	Support for 3-DES	
<b>53.</b>	Support for supervisory mode cash counter update	
<b>54.</b>	Support Account Number Masking (on receipt)	
<b>55.</b>	Support 2 digit Screen for checking Keypad is working	
<b>56.</b>	Support Timed out and Last Transaction Status(LTS) based reversals	
<b>57.</b>	Support for MAC (Message Authentication Code)	
<b>58.</b>	Support 2048-bit or higher encryption standards	
<b>59.</b>	Support Instant Money Transfer Transaction	
<b>60.</b>	Support Biometric based Registration	
<b>61.</b>		
<b>62.</b>	Three Languages Display (English, Hindi and Regional Language)	
<b>63.</b>	Transaction Detail/ Receipt Printing with following details:	

	1. Device ID, Date and Time 2. Location Code (Alphanumeric) 3. Card no 4. Account No. 5. Transaction SL No. 6. Amount 7. Description of transaction 8. Name of Account Holder	
<b>64.</b>	There should be provision to add further functions easily and also to disable any of the functions as per Bank's requirements	
<b>65.</b>	Should support MPEG full motion video	
<b>66.</b>	Should allow cancellation of a transaction before its execution. (Appropriate message should appear guiding the customer)	
<b>67.</b>	Should have the diagnostic tools for <ol style="list-style-type: none"> <li>1. monitoring cash position and CR status</li> <li>2. giving comprehensive error reporting including DVSS &amp; Alarm System to Bank's switch</li> </ol>	
<b>68.</b>	Should maintain audit trail with date and time stamp for each transaction	
<b>69.</b>	Should recognize and differentiate between the cardholders of own Bank and other Banks.	
<b>70.</b>	Should function round the clock with built-in fault tolerance features	
<b>71.</b>	Should be capable of Audio guidance in all the three languages. (The required WAV files to be provided by the bank).	
<b>72.</b>	Should support both pin based and biometric authorization of transactions	
<b>73.</b>	Should support contactless card transactions	
<b>74.</b>	MIS Report on: <ul style="list-style-type: none"> <li>• All Deposit Transactions</li> <li>• All Dispense Transaction</li> <li>• Denomination –wise Cash Balance Report</li> <li>• Counterfeit Notes detected</li> <li>• Soiled / Non-issuable Notes</li> <li>• Transactions where deposit accepted but transaction failed</li> <li>• Transaction successful but currency returned</li> <li>• Reconciliation reports</li> </ul>	

	<ul style="list-style-type: none"> <li>• Admin function reports</li> </ul> Complete List of MIS reports to be enclosed	
<b>75.</b>	On Screen instructions <ul style="list-style-type: none"> <li>• Menus for each deposit type</li> <li>• Videos detailing transaction steps</li> <li>• Flashing lead –through indicators</li> <li>• Consumer – guidance labels</li> </ul> Distinguishing icons	



**TECHNICAL SPECIFICATION**

SL No	Technical Specification	Complied (Yes/No)
<b>1.</b>	<b>PC-CORE:- Processor &amp; OS Features</b>	
<b>1.1</b>	6 <sup>th</sup> Generation Intel® Core™ i3 Processor or higher with minimum 2.9 GHz and 3 MB cache or above	
<b>1.2</b>	Minimum 4 GB DDR3 RAM or higher	
<b>1.3</b>	Minimum 500 GB or higher SATA/e-SATA HDD (for OS)  Minimum 1 TB or higher SATA/e-SATA HDD (For camera Image) The vendor should supply HDD of capacity which can store DVSS image for 120 days.	
<b>1.4</b>	3 or more USB ports in front for front access Cash Recycler	
<b>1.5</b>	101 keys Keyboard integrated with Mouse operations /Integrated with EPP (This is optional item. However if required, bidder to ensure availability of the same during engineer visit)	
<b>1.6</b>	On-board 10/100/1000 Mbps Speed LAN Card (IPV 6 Compliance)	
<b>1.7</b>	Microsoft Windows 10 or above with latest service pack. In case supplied OS is declared end of support by Microsoft, the bidder has to replace the same with a supported OS or provide compensating controls without any extra cost to the Bank.	
<b>1.8</b>	Installation of OS patches has to be done on quarterly basis at the time of PM activity without any additional cost to Bank.	
<b>1.9</b>	CRM should be preloaded with CEN XFS 3.0 compliant layer and should be capable of running multivendor software without any hardware / operating system changes and with support of Domain Naming Service (DNS) facility. (CRM must support and should be loaded with XFS/Multi-vendor software).	
<b>1.10</b>	OS hardening (with Firewall) and should protect against unauthorized booting from alternative media & an access to CR hard disk.  Cash Recycler should be adequately hardened and only white listed necessary services run in the system (White listing of applications). No malware including viruses, worms and Trojans enter and Affect the system. CR should be pre-installed with whitelisting application solutions. All bidders must provide Whitelisting solution with following features- 1. The solution must ensure that only "whitelisted" applications run on the CR. 2. The solution must prevent the execution of any non-whitelisted files on the machine Bidder to provide standard whitelisting solution from companies of repute like Symantec, Norton, McAfee etc. or any other industry standard whitelisting solution which should meet above requirements and should come preloaded in the CRs to be supplied and installed by the successful bidders	
<b>1.11</b>	CR should have dynamic windows password. CR Windows OS should be configured to work in a locked down /	

	restricted mode (with non admin rights).	
<b>1.12</b>	The Windows admin password must be dynamic which must expire within specified period so as to be replaceable at specific intervals. There should be a separate Admin User ID password with restrictive access so that unauthorized persons should not be able to get access to the system admin and BIOS password. The Operating System should have the provision for parameterization to log critical changes & incidents for monitoring purposes.	
<b>1.13</b>	CR Cash dispenser security should be set to physical (level 3) authentication level to thwart any Black Box type of attacks. CR should have strong encryption between CR PC core and cash dispenser so that the dispenser is not accessible without a proper authorization once the new CR PC core is being installed/set up or an existing CR PC core is re-installed due to any reasons.	
<b>1.14</b>	Application interface facilitating admin, reconciliation and MIS function	
<b>1.15</b>	Connectivity through Wi-Fi, Dongle and Bluetooth should not be possible on the Cash Recycler.	
<b>1.16</b>	OS Hardening (with local firewall) guidelines issued by the OS supplier and the Bank's IS Policy should be strictly followed.	
<b>1.17</b>	It is the bidder's responsibility to provide full support for integration of the CRs with the ATM Switch, NPCI, VISA, Master etc. for EMV, ant skimming, VG, Terminal Security, RBI Control Measures, OTC Lock and other functionalities as per the scope of the RFP, at no extra cost to the Bank.	
<b>2.</b>	<b>CURRENCY CHEST</b>	
<b>2.1</b>	CEN 1 or UL 291 level 1 Certified Secure Chest (Certificate issued in favour of the bidder or OEM by these agencies to be provided by the bidder as part of the bid document). The lock provided by the selected bidder should be OTC enabled)	
<b>2.2</b>	<p>S&amp;G dual electronic combination lock of 6+6 digits having One time combination (OTC) functionality and audit trail without any hardware change. Password to be changed at the time of installation of Cash Recycler Machines and certificate to this effect should be part of the Cash Recycler Machines installation certificate. OTC activation &amp; integration with Bank's system will be done by successful bidder at the time of installation/as &amp; when required, without any additional cost to the Bank.</p> <p>Further the Dual electronic digital one time combination lock with code generation and audit trail capability provided by the bidder must comply with RBI circular RBI/2018-19/214 DCM (Plg.) No.2968/10.25.007/2018-19 dated 14.06.2019 and any future amendment on the same(if any). All CRs provided by the bidder shall be operated for cash replenishment/removal only with digital one time combination lock (OTC) locks.</p>	
<b>2.3</b>	All factory settings, including password for dual combination electronic lock should be changed at the time of handing over the machine and the same should be mentioned in the Installation Report. This will be a pre-requisite for release of payment	
<b>2.4</b>	Alarm sensors for temperature status, vibration status and chest open	



	status while sending signal/messages to Switch/Management Centre	
<b>2.5</b>	Terminal should be able to change automatically to Supervisory/Maintenance/Out-Of-Service mode, in following cases when: <ul style="list-style-type: none"> <li>• When cabinet/Hood Door is opened</li> <li>• Chest/Safe door is opened.</li> </ul>	
<b>2.6</b>	Terminal should be able to change automatically to In-Service/Transaction mode, after Chest door and Hood door is locked.	
<b>3.</b>	<b>HYBRID DIP CARD READER</b>	
<b>3.1</b>	Smart Hybrid Dip Card Reader with media entry indicator having capability to read EMV Chip Card and magnetic strip cards (magnetic tracks 1 & 2). CR should be ready for reading EMV chip data from EMV card with required integrated software. (EMV Level 1 compliant) (Vendor to submit EMV compliance certificate) .	
<b>3.2</b>	Smart card/chip card EMV Version 4.0 or later, as certified, with supporting EMVCo L1 LOA. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank during the contract period.	
<b>3.3</b>	EMVCo Level2 approved terminal application/kernel. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank.	
<b>3.4</b>	Should provide necessary certificates/approvals from VISA, MasterCard, Amex, Union Pay, RuPay, Discover including TQM (IFM) certificates. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank.	
<b>3.5</b>	Card reader should be compatible to work with any valid EMVCo certified EMV Kernels.	
<b>3.6</b>	Cash Recycler should be ready for using the new EMV Chip Cards i.e. EMV Chip Card Reader enabled.	
<b>3.7</b>	Software, firmware, license for using Smart card, Chip card and magnetic strip card on Cash Recycler	
<b>3.8</b>	Cash Recycler should be ready for using the EMV chip cards	
<b>3.9</b>	Dip Card reader with anti- skimming device installed and integrated with the card reader of the RECYCLER. Details of anti-skimming technology /device to be enclosed. Details of the anti-skimming technology/device to be enclosed.  The device should be capable of providing comprehensive skimming protection solution which achieves the following objectives:- <ol style="list-style-type: none"> <li>Senses unauthorized attachment of any device on/in surround of the card reader module,</li> <li>Sends the signal to switch and further to the Remote ATM Management Centre of the vendor,</li> <li>Capable of enabling the switch and/or Remote ATM Management Centre to put the machine Out-Of-Service as well as block the card reader from accepting any more card insertions.</li> <li>Block the card reader entry to the card reader slot when such suspicious activity happens.</li> </ol>	
<b>3.10</b>	Communication link between the card reader and system should be encrypted by latest encryption standards. (This is between the Card	

	Reader and the Cash Recycler)	
<b>3.11</b>	Cash recycler shall support biometric authentication capability with finger –print reader as per Aadhaar specifications. The Cash recycler should support Bio-metric functions and integrated with the Bank's Biometric solution and UIDAI certified solution (Aadhaar) without any additional cost to the Bank.	
<b>3.12</b>	Should be UIDAI certified device for biometric capture and authentication. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank.	
<b>3.13</b>	Support Biometric Based Authentication APIv2.0 specifications (should be UIDAI certified biometric device for biometric capture and authentication). On expiry of certificate, it should be replaced with valid Certificate at no additional cost to the bank.	
<b>3.14</b>	Secure Biometric scanner that supplies the finger print data to the ATM switch. The Biometric Scanner should be of good quality capable of accepting finger scans in one go and should be STQC certified and compatible with AEPS & Aadhaar specifications.	
<b>3.15</b>	CR should accept deposits using any Bank's Debit / Credit cards, without cards, using Aadhaar based authentications, with biometric, using Voice authentication using QR code reading also. Cash Recyclers should recognize the Chip cards which includes EMV Cards, Biometric authentication, QR code and accordingly display the screen, voice prompts.	
<b>3.16</b>	Contactless Card (Like NFC) integration capability.	
<b>3.17</b>	Contactless Card integration capability (Hardware and Software) supporting the ISO14443 Type A/Type B, MiFare and ISO/IEC 18092, ISO 21481 specifications.	
<b>3.18</b>	Smart Card/Chip Card EMVCo Contactless Version2.1 or later, as certified with supporting EMVCo L1 LOA. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank.	
<b>3.19</b>	Conformance to VISA / MasterCard / RuPay / Discover / JCB & Union Pay / Diner standards Cards etc. Should provide necessary certificates/approvals from VISA, MasterCard, Amex, Union Pay, RuPay, Discover including TQM (PCD) certificates. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank.	
<b>3.20</b>	The card reader should be capable of reading tracks one, two and three as per ISO standard or RuPay/ Master/ Visa Card format.	
<b>3.21</b>	Software/firmware/licence for using SMART card functionality on CR (EMV kernel v 4.0 standards compliant or higher compatible with windows 10.	
<b>3.22</b>	Recycler should have capability to integrate 1D/2D barcode and QR code scanner for future requirements of scanning codes from mobile phones by simply attaching a reader, compliant with Code128, Code39, QR Code standards.	
<b>3.23</b>	CR should work using any Bank's Debit / Credit cards, without cards, using Aadhaar based authentications through biometric also. CR should recognize the Chip cards which includes EMV Cards, Biometric Authentication and accordingly display the screen, voice prompts. In future if Bar code or QR code is required by the Bank, vendor has to	

	provide with required hardware /software at mutually agreed price.	
<b>3.24</b>	<p>Dip Smart Card Reader with anti-skimming device installed and integrated with the card reader of the Cash Recycler. Details of the anti-skimming technology / device to be enclosed.</p> <p>The bank is looking for a comprehensive skimming protection solution which achieves the following:-</p> <p>i) Senses unauthorized attachment of any device on the card reader module,</p> <p>ii) Sends the signal to switch and further to the Remote Cash Recycler Management Centre of the vendor and Online Monitoring Solution of the Bank,</p> <p>iii) Capable of enabling the switch to put the machine Out-Of-Service as well as block the card reader from accepting any more card insertions.</p> <p>XFS needs to send out error status so that the Cash Recycler Application/Switch can pick it up and notify the monitoring system.</p>	
<b>3.25</b>	Should be capable of reading barcodes of all popular symbologies, including Code128, with upto 36 Characters.	
<b>3.26</b>	The necessary technology/application/hardware for supporting card based, card less and biometric transactions should be available ab-initio.	
<b>4.</b>	<b>CUSTOMER INTERFACE</b>	
<b>4.1</b>	LED/LCD Touch Screen Size:15" minimum	
<b>4.2</b>	Type: Capacitive/SAW / Infrared	
<b>4.3</b>	<p>Touch screen (with support for visually handicapped through only EPP or through FDK &amp; EPP both.</p> <p>Cash Recycler should also be capable for providing Virtual keyboard for entering Aadhaar / Debit Card/ IFSC Number</p>	
<b>4.4</b>	Cash Recycler must be capable of performing under extreme conditions. Temperature: Minus(-)5 degree Celsius to +50 degree Celsius (Without Air Conditioner) Humidity : 5 to 95 % (Without Air Conditioner) ;	
<b>4.5</b>	Rugged spill proof Triple DES enabled Keyboard with Poly Carbonate tactile / stainless steel EPP pin pad. Full PCI 1&2 compliant EPP keys with sealed metal key pads. EPP Keypads to be PCI-PTS compliant with Sealed metal keypad. PIN Pads shall be covered to prevent PIN disclosure via shoulder surfing. EPP should be designed so as to prevent overlaying of fake pin pad. Forcible removal of EPP should bring the machine down resulting in loss of data stored in the EPP, so as to prevent compromise even with high end decryption. Please provide details of the technology / solution. Should accompany with PCI certificate. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank.	
<b>4.6</b>	The Cash recycler screen should be with Privacy Screen filter to enable the view of the cash recycler screen only to the customer standing in the front of the CR. Cash Recycler should also have rear mirrors covering majority area of site which allow users to see what is happening behind him when he enters the PIN to avoid shoulder surfing.	
<b>4.7</b>	Voice guidance support with internal speakers & headphone (only	

	hardware enablement required i.e hardware component to be provided). This should be in line with IBA/Govt. Of India guidelines for enabling visually impaired persons to transact at CR. The Voice guidance solution should be enabled and be activated with insertion of earphone jack into the given slot by the cardholder.	
<b>4.8</b>	Braille stickers on all devices as per requirements to support.	
<b>4.9</b>	All devices to have features as per requirements to support the visually challenged. All Cash Recyclers to meet the requirement of 'Talking Cash Recyclers' (EP needs to ensure that braille supported keys (Pin Pad Function Keys, Locations of key devices, Audio jack) are present on the Cash Recycler. SP can support with voice guidance/headphone audio from Cash Recycler Application software standpoint.)	
<b>4.10</b>	Voice guidance support with internal speakers & head phone jack5 (hardware as well as software both to be provided with Cash Recycler). Capable of voice guidance to the customer and digitalized wave files in the Indian accent for the same in Hindi & English languages to be provided by the vendor. There should be support for text to speech for full-fledged voice guidance solution implementation without any extra cost to the Bank.	
<b>4.11</b>	All devices to have features as per requirements to support the visually challenged. All Cash Recyclers to meet the requirement of 'Talking Cash Recyclers' (EP needs to ensure that braille supported keys (Pin Pad, Function Keys, Locations of key devices, Audio jack) are present on the Cash Recycler. SP can support with voice guidance/headphone audio from Cash Recycler Application software standpoint.)	
<b>4.12</b>	Minimum Trilingual Screen Support (English, Hindi, Regional Language), in static graphics(PCX, JPEG, etc.) and video files(incl. MP4)	
<b>4.13</b>	Provide Text-to-Speech (TTS) support in English, Hindi and regional languages.	
<b>4.14</b>	Terminal should be capable to integrate with custom/3rd party Text-to-Speech (TTS) software.	
<b>4.15</b>	Terminal should report status whether headphone is present/not present in headphone jack, to the monitoring system	
<b>5.</b>	<b>BILL VALIDATOR</b>	
<b>5.1</b>	Validating bill head width path upto 177mm or more	
<b>5.2</b>	Fixed width or centring mechanism with self-adjustable bill path	
<b>5.3</b>	Validation rate should be 98% or more	
<b>5.4</b>	Bill escrow capacity should have capacity of 200 bills or more	
<b>5.5</b>	Speed of cash acceptance in seconds for standard 200 notes– Cash Insert to Amount Confirmation The entire cash acceptance for 200 standard notes should be completed in 40 seconds or in less time.	
<b>5.6</b>	Compliance to RBI's Note Authentication and Fitness sorting parameters (Documentation required on process of configuration. Configuration can be carried out at Bank location only). Configuration change to be done in 2 weeks.	
<b>5.7</b>	Both side scanning of all bills.	
<b>5.8</b>	Machine should be able to accept, dispense and Validate all Indian Currencies.	

5.9	Bill identification time in seconds –should complete in 10 notes / second or in less time.	
5.10	Full validation time in seconds – multi width front load. Maximum time taken for full validation should be 30 seconds or less (200 bills).	
5.11	Speed of cash acceptance in seconds for standard 200 notes – Cash Insert to Amount Confirmation – The entire cash acceptance for 200 standard notes should be completed in 40 seconds or in less time.	
6	<b>CASH MODULE</b>	
6.1	Cash Recyclers capacity of accepting/dispensing minimum 200 notes at one time and accepting/dispensing all denominations Rs.50 and above. Capable to dispense used notes/ deposited notes.	
6.2	Cash Recycler should have template for all new variants of notes as and when released. Vendor to provide details. Vendor should update the software to support all new variants currency notes as well as new denominations, if any, issued subsequently without any extra cost to the Bank.	
6.3	<p>Cash Recycler should have minimum 6 cassettes or higher. Cash Recycler should have minimum 5 deposit cassettes, out of which Minimum 4 recycling cassettes should be having recycling capability ab-initio with minimum storage of 2500 notes per cassette and Bank may use remaining one cassette as only 'Acceptance Cassette'. One reject cassette for Non issuable / ATM Unfit / cash retracted currency with capacity of minimum 600 notes having at least one separate bin (compartment) /cassette for counterfeit/ suspect notes.</p> <p>The reject bin and counterfeit / suspect notes bin MUST MANDATORILY have dual locking mechanism. Each of these Cassettes should have capability to hold notes of any Denominations / any size. The cassettes should be configurable on the machine as per requirement of the Bank without any additional cost to Bank as:</p> <ul style="list-style-type: none"> <li>-Deposit Only</li> <li>-Dispense Only</li> <li>-Deposit and dispense</li> <li>-Recycle</li> </ul> <p>Deposit / Dispense cassette capacity</p> <ul style="list-style-type: none"> <li>-New Bills</li> <li>-Street Grade bills</li> </ul>	
6.4	All cassettes including reject and retract cassettes to be with lock/latch and key to ensure highest level of security. The design of the CR should ensure secure dual custodian based access for all cassettes i.e. Cassettes should be accessible and removable only when the chest is opened.	
6.5	Denomination-wise sorting of the deposited currency notes	
6.6	Deposit/ Recycling Cassettes capacity of minimum 2500 notes or above	
6.7	Reject Cassette with capability to hold Reject /Retracted notes with dual locking mechanism – mandatory	
6.8	Four orientation bill validation for good and bad currency notes.	
6.9	Notes deposited should be categorized and put into individual cassettes/bins once they are accepted by the machine	

6.10	Must support all types of transactions- card based, card less, contact less and biometric transactions.	
6.11	<p>The machine must support facility for all categories mentioned below:</p> <ol style="list-style-type: none"> <li>1. <b>Category1 (not recognized)</b>-Due to one of the following possible causes: Wrong image or format, Transportation error (for example, double feeds), Large dog-eared or missing sections, Handwritten notes, Separating cards, Wrong currency. <b>Reject such notes.</b></li> <li>2. <b>Category2 (counterfeit)</b>- Image and format are recognized, but one or more authentication features are missing or are clearly out of tolerance. <b>Impound/Retain such notes in separate cassette/bin.</b></li> <li>3. <b>Category3 (suspect)</b>- Image, format and authentication features are recognized, but quality and/or tolerance deviations are detected. In most cases, the cause will be unfit or soiled bank notes. <b>Reject such notes.</b></li> <li>4. <b>Category4 (genuine)</b>- The bank notes are fully authenticated as genuine. This implies that all authentication checks deliver positive results. <b>Accept such notes.</b></li> <li>5. <b>Cut/Mutilated note (Reject)</b></li> <li>6. <b>Soiled currency notes (Reject)</b></li> </ol>	
6.12	Capability to back-track the depositor for all notes deposited / dispensed or rejected with recording of serial numbers of individual currency notes. Capability of scanning and recognizing of serial number of notes should be available for dispense also.	
6.13	<p>Minimum 4 deposit cassettes should be having recycling capability ab-initio.</p> <p>In case the Bank decides to enable/disable the recycling feature of the machine, the vendor should undertake to enable/ disable the facility immediately without any cost to the Bank.</p>	
6.14	Cassettes that support tracking on docking. Indication (visible <b>or</b> audible) of proper insertion of all cassettes.	
6.15	Storing & Searching facility on image data at a later date.	
6.16	Foreign object detection in the input tray and rejection	
6.17	Cash transport movement should be secure and under dual locking	
6.18	Cassette that support tracking on docking (Logs should be created whenever cassettes are docked / undocked).	
6.19	Foreign object detection / handling in the input tray	
6.20	In case of any transaction being timed out, the cash accepted by the Cash Recycler must not be delivered back to the depositor but rest in Reject/Retract bin for subsequent reconciliation by the Branch.	
6.21	Capability to capture the cash balance (denomination wise) available in the machine for every supervisory activity.	
6.22	CR should have Note number tagging along with images and traceability to account with appropriate MIS report as per Bank's requirement.	
6.23	Cash Recycler should be capable to communicate to Bank's switch for updating the hopper wise counter for all the cassettes including universal BIN on real time basis.	



<b>6.24</b>	Cash recycler must provide for adherence to RBI's Note Authentication and Fitness Sorting Parameters.	
<b>6.25</b>	All Regulatory/Statutory/NPCI/RBI/UIDAI etc. guidelines, Industry regulations and audit compliance published before bid submission date required to be complied by successful bidder without any additional charges to the Bank. However, if there is any additional hardware change required for compliance of Regulatory/Statutory/NPCI/RBI/UIDAI etc. guidelines published after bid submission date, same will be done at mutually agreed rates. If any additional new third party software is required (excluding upgrade/patches of existing software), Bank will pay software license cost at mutually agreed rates. Testing cost of the same has to be borne by the bidder for both hardware and software. Bank may also procure the necessary compatible software which the bidder has to install at no additional cost to the Bank.	
<b>6.26</b>	Cash Recycler should accept deposits using any Bank's Debit/Credit cards, without cards, using Aadhaar based authentications, with biometric, using Voice authentication, using Bar code reading and using QR code reading also. Cash Recyclers should recognize the Chip cards which includes EMV Cards, Biometric authentication, Bar code, QR code and accordingly display the screen, voice prompts.	
<b>6.27</b>	The Cash recycler should be capable of detecting pre-2005 series currency notes and the Demonetized series of 500 and 1000 rupee notes issued by RBI. The Cash Recycler should have the capability for parameterizing the norms for accepting/blocking/rejecting the pre-2005 series or any other month/year as prescribed by RBI/Bank and the Demonetized series of 500 and 1000 rupee notes, without any extra cost to the Bank.	
<b>6.28</b>	The Cassettes should be configurable on the machine without any cost to the Bank for: I. Deposit only II. Dispense only III. Deposit & Dispense IV. Recycle	
<b>6.29</b>	The Recycler should have capability to handle Plastic Currency also, as and when introduced in India. The Bill Validation Technology must be available for the entire life span of the machine.	
<b>6.30</b>	Encrypted communication and trust relation should be established between PC core and cash acceptor/recycler	
<b>6.31</b>	All cassettes should be lockable.	
<b>6.32</b>	Low, Empty, Nearly full, and Full Status Warning for currency notes/bills cassettes, including retract/reject bins.	
<b>6.33</b>	Capable to dispense upto 200 currency notes per transaction (minimum1). Capable to dispense used notes/ deposited notes.	
<b>6.34</b>	Cash retraction should be enabled for deposit transaction. Notes returned to customer during deposit can be retracted in the machine. Whereas retraction should not happen for withdrawal. Notes dispensed should not be taken back in the machine for withdrawal transactions.	
<b>6.35</b>	Friction / vacuum pick technology	
<b>6.36</b>	Divert cassette bin with lock and key / latch	
<b>6.37</b>	Indication of proper insertion of cassettes	



6.38	Capable of Multiple currency dispensing. Currency denomination configuration shall be provided by the Bank. Bank may change the configuration whenever required. Successful bidder shall be informed accordingly.	
7	<b>DES – CHIP SECURITY</b>	
7.1	Capable of supporting Remote Key Management– Triple DES/RSA with encryption / verification / validation software chip.	
7.2	Triple DES chip with encryption / verification / validation software. Should support AES without any additional hardware.	
7.3	Cash Recycler should be with in-built security features to trigger alarm in case of fire, hammering/tilting of the machine.	
7.4	Mandatorily must have anti-skimming devices installed and integrated for card readers.	
8	<b>INTEGRATED SURVEILLANCE SOLUTION</b>	
8.1	Cash Recycler should have pilfer proof camera able to capture the images of the user / customer at the time of accepting and dispensing the cash also capture images at the cash slot cameras evidencing acceptance/dispensation of cash besides images of the user. There should be minimum two pilfer proof cameras inside the CRs <ol style="list-style-type: none"> <li>1. To capture the customer image and</li> <li>2. Capture the hand movement while depositing / withdrawing cash from the cash slot.</li> </ol>	
8.2	Solution should be able to store the images in a digital format for minimum on first in first out basis for 120 Days at an average of 400 transactions per day. The time print of the DVR of transaction exactly tally with transaction time printed in EJ. The vendor has to supervise that DVSS images are getting recorded in Cash Recycler. The back-up should be taken by the vendor, at quarterly intervals or earlier (as per requirement of the Bank) and supervised by Bank. The images will be stored on one of the 2 Hard Disks present in the machine.	
8.3	Solution must provide an interface to browse, search and archive the stored images on hard disk or external media.	
8.4	The solution must have a search facility to locate an image/event by date & time, card no., transaction reference no. and Cash Recycler ID.	
8.5	Solution must be configurable to suit different site requirements and must be capable of performing under extreme conditions	
8.6	Solution must be able to capture & stamp the transaction information (card number masked to comply with PCI-DSS ) on the images	
8.7	The solution must have a search facility to locate an image/event by date & time, card no., transaction reference no. and ID	
8.8	The image surveillance solution must not degrade the performance of Cash Recycler, e.g. speed of normal transaction. The solution should be able to pull the required images from the Central Location and share the same over e-mail with Bank officials, as and when required.	
8.9	The image surveillance hardware should be integrated within the Cash Recycler	
8.10	The resolution of the camera should be sufficient enough to capture the quality image of the object for clear identification.	
8.11	Rear view mirror at machine	
8.12	The Solution should be capable of notifying the Switch in case the DVSS camera is covered/ blocked by any means.	

<b>9</b>	<b>SOFTWARE AGENT</b>	
<b>9.1</b>	Vendor should have their own software agent for EJ, image pulling and Remote Monitoring Software support for the CR to monitor its functions from a Central site. The CR should be capable of supporting a third party software agent such as SDMS/ InfoBase/ Radia, etc. The vendor also agrees to install any software selected by the Bank at no cost to the Bank.	
<b>9.2</b>	Should be capable of interface with the Bank's Switch or any other Switch introduced by the Bank in future and Multi-Vendor Central Server.	
<b>9.3</b>	Cash Recycler should be capable of centrally downloading Software/Patches upgrades and idle screen and content distribution.	
<b>9.4</b>	Cash Recycler should be capable of interface through multi-vendor ATM Software agent (as decided by the Bank) on machine with Bank's Switches i.e. BASE24 or any other Switch introduced by the Bank in future and Multi- Vendor Central Server.	
<b>9.5</b>	Software for reading the EMV Chip Cards. Smart Card/ chip Card EMV version 4.0, Level 2 approved terminal resident application. <b>Copy of level 2 approval certificate to be enclosed.</b>	
<b>9.6</b>	Terminal solution should be the single intelligent application that controls devices/supports display on screen at terminal. Controls and supports multiple devices e.g. epp, dispenser, card reader etc.	
<b>9.7</b>	Bidder to confirm ability to demonstrate proof of concept about CD software being capable of supporting all the applications currently developed for the Bank such as CD Locator, Railway ticketing, Campus fees payment, Mobile Recharge & other Utility Bill Payments.	
<b>9.8</b>	Support EJ storage and retrieval mechanism	
<b>9.9</b>	Software to support NDC/DDC/912 message emulation.	
<b>9.10</b>	Supports the latest Windows version supported the Cash Recycler/OEM vendors from time to time.	
<b>9.11</b>	Application interface facilitating all Admin, Reconciliation and MIS function	
<b>9.12</b>	Provide Text-to-Speech (TTS) support in English, Hindi and regional languages.	
<b>9.13</b>	Terminal should be capable to integrate with custom/3rdparty Text-to-Speech (TTS) software.	
<b>9.14</b>	Customization and other integration support related to Interoperable Cash Deposit features should be provided by Successful Bidder without any cost.	
<b>10</b>	<b>CONNECTIVITY</b>	
<b>10.1</b>	Should have Network Interface Card 10/100 MBPS	
<b>10.2</b>	Should be capable of connecting to the Bank's Switch using existing device handlers at no additional cost to the Bank.	
<b>10.3</b>	Must support TCP/IP and DNS	
<b>10.4</b>	Cash Recycler must Support TLS 1.2 or above and shall provide required software, if any.	
<b>10.5</b>	Should support IPv4 addressing and be IPv6 ready. Ability to perform IPv4-IPv6 integration, if required at no additional cost to bank.	
<b>11</b>	<b>OTHERS</b>	
<b>11.1</b>	Minimum 40 Column 80 mm DMP/Graphic Thermal Receipt Printer, Must be capable of printing graphics like UCO logo on the receipt and	

	should also capable of printing receipts in Hindi language and regional language.	
11.2	Receipt to customer should mention serial number of the impounded note, if any.	
11.3	Electronic journal to be also written on hard disk and replicated on the second hard disk which records images. The solution should include a EJ viewer.	
11.4	Support centralized EJ Pulling. Serial Numbers of all notes should be available with EJ or stored separately and made available as and when required	
11.5	Low media warning for all items viz. bills, journal roll	
11.6	In-built SMPS to work on 230V 50 Hz power supply	
11.7	Support input voltage of 230V AC /50 Hz with+/-10% variation	
11.8	Cash Recycler machine should have inbuilt internal battery for the protection from power surges or outages and also till the completion of current running transaction and the same should be recorded in EJ/Image	
11.9	Specify Power Consumption when in operation. Maximum permissible power consumption when in operation 470Watts.	
11.10	Specify Power consumption when the machine is idle Maximum permissible power consumption in idle situation 230 Watts.	
11.11	Should provide hardware and software for the day-to-day operations required by the custodian	
11.12	CR should have cut-off circuit, Isolator to protect the critical cash recycler electrical and electronic parts viz. SMPS, Mother Board, Hard Disk, Sensors etc. from sudden spikes in voltage/ current from UPS/ RAW power.	
11.13	Remote power-on/Power off facility.	
11.14	Should provide hardware, software and MIS for the day-to-day operations required by the custodian.	
11.15	Bidder to integrate – where feasible – the alarm sensors of the Cash Recycler to the branch siren/hooter without any additional cost to Bank	
11.16	Bidder to confirm ability to demonstrate proof of concept about software being capable of supporting all the applications currently developed for the Bank such as Locator, Railway ticketing, Campus fees payment, Mobile Recharge & other Utility Bill Payments.	
11.17	Cash Recycler should be capable of One to One Marketing. Client when loaded on Cash Recycler should be able to interact with different CRM sources using open standard messaging standards.	
11.18	Support centralized EJ Pulling. Serial number of all notes should be available with EJ or stored separately and made available as and when required. While pulling EJ, the same should be non-editable with encryption or with checksum or any other solution to prove the authenticity of EJ before a third party such as the regulator (RBI), a Banking Ombudsman, Police authorities etc.	
11.19	Bank Name & Logo should be embossed / printed on Cash Recycler. Call Centre Numbers & Email Address should be pasted in the Cash Recycler & customization for all the three sides with polycarbonate film. The design will be provided by bank.	
12	<b>INTERFACE – CORE BANKING SOFTWARE &amp; ATM SWITCH</b>	

12.1	Software required for connecting the Cash Recycler to Bank's own Network (Connection will be available through bank switch) shall be provided by the vendor	
12.2	Vendor to provide utility for converting the Cash Recycler files, containing transaction details, into ASCII format. Successful Bidder need to update the utility as per requirement	
12.3	Cash recycler should be preloaded with CEN XFS 3.0 compliant layer and should be capable of running multi-vendor software without any hardware changes.	
<b>Security Specification</b>		
13	<b>Terminal security solution includes Access Management &amp; Protection, Operating System Hardening, Hard disk encryption, Intrusion protection, Disabling USB ports, Disabling auto run facility, Time based Admin Access and whitelisting solution</b>	
13.1	Centralized Monitoring System Server Bidder should provide appropriate monitoring server with minimum specification:	
13.2	Bidder should provide appropriate number of Servers for Terminal Security Solution (TSS) with all necessary hardware, VMs, database, application & system software with support during the contract period in the Bank's DC & DR. The specification must cater the requirement of minimum 1000 CRs. Bidder need to specify server specifications in Bill of Material ( Annexure- XXII)	
13.3	Maintenance of server required to be done by the selected bidder during the contract period and extended AMC period of Cash Recycler including timely patch updation, software updation etc. without any additional cost to the Bank.	
14	<b>Hard Disk Encryption</b>	
14.1	The system should not require any human intervention (like manual password entry).	
14.2	Encryption of all data (user files as well as system files) from a Cash Recycler Machine's hard disk.	
14.3	The solution should enable for an exact status of disk encryption to be retrieved and display centrally on a monitoring system	
14.4	The solution should be capable of changing the configuration of the hard disk encryption and the parameters used to encrypt	
14.5	Should protect data confidentiality when a system is out of operation (when HDD removed from native CR).	
14.6	Encryption should be linked to the Cash Recycler Machines internal components characteristics, like peripherals USB devices. This tightly locks the encryption to local CR environment. And no central password management server is required.	
14.7	The solutions should have the capability to decrypt an Cash Recycler Machines hard drive outside of the CR for recovery purpose (in highly secured manner)	
14.8	The CR's should still cater for customers while the hard disk is being encrypted (during installation)	
14.9	The solution should also have capability to have central server based authentication	
14.10	CRs should have full hard disk encryption (FHDE) and encryption and authentication solutions to protect internal communications between	

	the genuine CR PC core and CR modules, including the dispenser. Dispenser encryption (Communication between CD PC and Dispenser should be encrypted). All Sensitive information must be encrypted during transmission.	
<b>14.11</b>	CRs Windows OS should be configured to work in a locked down / restricted mode (with non admin rights).	
<b>14.12</b>	The Windows admin password must be dynamic which must expire within specified period so as to be replaceable at specific intervals. There should be a separate Admin User ID password with restrictive access so that unauthorized persons should not be able to get access to the system admin and BIOS password. The Operating System should have the provision for parameterization to log critical changes & incidents for monitoring purposes.	
<b>14.13</b>	CRs security should be set to physical (level 3) authentication level to thwart any Black Box type of attacks. CRs should have strong encryption between CR PC core and CR so that the recycler is not Accessible without a proper authorization once the new CR PC core is being installed/set up or an existing CR PC core is re-installed due to any reasons.	
<b>14.14</b>	CRs should have all standard security features	
<b>14.15</b>	Secure HDE utilizes a custom pre-boot process to enable the CR Authenticate over the network to ensure the system credentials are correct before the complete boot process is allowed. 1. Solution should Encrypt the whole Hard Disk (FHDE) 2. Encryption process tolerates interruptions i.e. power Outages, without data loss. 3. HDE should use FIPS" 140-2 certified AES-NI 256-bit cryptographic engine 4. Support for Pre-boot Networking on both Legacy BIOS and UEFI devices 5. Auto boot - Seamless boot Up without additional authentication screen yet secure with encryption 6. Solution should do Sector based encryption; every byte of data is encrypted 7. Single Centralized management console for managing the encryption policies 8. Allows for Remote Browser-based Access to the Encryption Server for Administration and Reporting 9. Audit logs are automatically sent and stored on the encryption server	
<b>15</b>	<b>Intrusion Detection And Protection (anti malware)</b>	
<b>15.1</b>	The solution should have provision to block unused ports on the CR.	
<b>15.2</b>	The solution should be protected against being manipulated	
<b>15.3</b>	The solutions should protect against malware which may be injected locally or remotely on to the machine	
<b>15.4</b>	The solution should protect against the manipulation of executable e.g. .exe, .dll, .class etc. and scripts e.g. .js, bat, .bat etc.	
<b>15.5</b>	The solution should protect against the unauthorized updating/changing of configuration – property files	
<b>15.6</b>	The solution should issue alert / warning once a threat has been identified	

15.7	The solution should block the unauthorized installed software	
15.8	The solution should have capability to allocate only required CR resources to the White listed application. And during the running of the Whitelisted application should monitor if only those resources are being Accessed. In case of any deviation, alert should be raised and resources should be blocked. Further, any outdated malware definitions on a terminal should be highlighted in a centralized dashboard.	
15.9	CRs should be provided with Anti-virus solution to facilitate blocking of malicious codes/traffic entering the CR. Alternatively, the vendor should provide CR specific firewall to take care of intrusion detection, Port scans and other common virus attacks.	
15.10	CRs should be provided with Anti-virus solution to facilitate blocking of malicious codes/traffic entering the CR. Alternatively, the vendor should provide CR specific firewall to take care of intrusion detection, Port scans and other common virus attacks.	
15.11	Updating the Anti-Virus software will be the sole responsibility of the vendor; also the vendor Will be responsible for OS upgradation/updation, OS hardening, installation of service pack, and patch files without any cost to bank. The vendor has to submit self-certification regarding OS hardening. Bank may conduct third party audit in future in this regard.	
16	<b>Terminal security solution should provide Access Management &amp; Protection.</b>	
17	<b>Time based Admin Access should be provided. This control measure requires to parameterize and provide access on need basis, which is each CR specific, only during specified time window as prescribed.</b>	
18	<b>System Hardening /Terminal Security Solutions</b>	
18.1	The terminal security solution should be monitored & controlled through centralized server and should work with any standard ATM/CR agent monitoring solution.	
18.2	Terminal Security Solution should support access control based on roles and rights; Secure logging of system and user activities; Protection against known and unknown threats, including zero-day attacks; Integrated protection against unauthorized use of the entire system as well as individual components; Encryption of all data on an CR's hard disk; protects the system against all types of malware, unauthorized changes and access to data; File Integrity Module; Real-time monitoring and logging of attacks; Customization of individual security policy parameters; Hardening the OS etc	
18.3	The Solution should support Various map and views with filtering capabilities for instant access to security status of terminals/devices.	
18.4	The solution should support - Deploy and update Security Policies and configurations.	
18.5	The solution shall not have performance impact of the existing CR and their peripheral devices and performance.	
18.6	The solution shall be able to disable Auto-run facility of exe file from a network or a USB port.	
18.7	The solution shall be able to set Windows/Linux Password Centrally.	
18.8	The solution should support - Deploy and update Security Policies and configurations.	



18.9	The solution should support -Health information of various Security software products can be retrieved promptly to support any analysis.	
18.10	The solution should support -Set SMS and E-mail alerts for significant / critical events.	
18.11	The solution should allow for the remote management of user credential according to strong password and industry requirements.	
18.12	It should allow an administrator to define different roles for various users & groups and assign each of them specific user rights.	
18.13	The solution should provide additional hardening capability to the operating system, irrespective of the OEM (which is based on ATM/CR industry best practices).	
18.14	Effective, state-of-the-art protection against various Microsoft/Linux Operating System access related threats.	
18.15	During policy distribution to the CR's, the hardening policies should be protected against manipulation(policy files should be encrypted).	
18.16	The solution should support -Detailed Event and Log information available along with hardware information for a complete picture of a device's actual status.	
18.17	The OS hardening of the CR machine must be done. All CRs should be adequately hardened and only white listed necessary services should run on the machines.	
18.18	Application whitelisting must be done to ensure that only software which has been designated authorized is allowed to run, any code not included on the application whitelist is blocked from running. It must be ensured that only authorized code can run and the authorized code or memory of the machine cannot be tampered with or hijacked.	
18.19	CRs should be pre-installed with whitelisting application solutions. The Vendor must provide Whitelisting solution with the following features: 1. The solution must ensure that only "Whitelisted" applications run on the CRs. 2. The solution must prevent the execution of any non- whitelisted files on the machine. Vendor to provide standard whitelisting solution from companies of repute like Symantec, Norton, McAfee etc. or any other industry standard whitelisting solution which would meet above requirements and should come preloaded in the CRs to be supplied and installed by successful vendor.	
18.20	CRs should have enabled dynamic windows/Linux password.	
18.21	CRs should have enabled BIOS password	
18.22	Auto run facility should be disabled.	
18.23	The solution should allow for the remote user management	
18.24	The solution should support One Time expiring passwords for using CR admin/Maintenance access purposes.	
18.25	The solution should support online and offline password management.	
18.26	The solution shall be managed from a central point of management.	
18.27	The solution should be able to dynamically change the hardening policy of the OS on the CR.	
18.28	The solution should be able to block USB ports on the CR through centralized Control system	
18.29	OS Hardening solutions should support user (role based) access to the terminals based on tokens (no need to distributed user credentials)	



<b>18.30</b>	The solution should have a user Interface to be able to customize and manage the hardening policies	
<b>18.31</b>	The Operating System Hardening should be managed and administered centrally	
<b>18.32</b>	During policy distribution to the CR's, the hardening policies should be protected against manipulation.	
<b>18.33</b>	The hardening solution should also be incorporated to browsers and other software components running on self-service terminals e.g. personal firewalls, IP-address / port management.	
<b>18.34</b>	The solutions should protect against malware being injected on to the machine and any other unauthorized Software installations. Via local means e.g. USB drive, CDROM etc.	
<b>18.35</b>	The solution should protect against the unauthorized updating / changing of configuration – property files	
<b>18.36</b>	The solution should have firewall functionality	
<b>18.37</b>	The solution should be capable of identifying behaviour anomalies within the CR software	
<b>19</b>	<b>Grouting</b>	
<b>19.1</b>	Moving / tilting of Cash Recycler for removing existing levelling screws. Drilling 8"- 10" holes in the existing flooring using concrete drill bits. Hammering metal sleeves in these holes. Repositioning the Cash Recyclers over the existing markings. Putting in Anchor fasteners - min. 6" long anchor fasteners, preferably of Fischer make. Applying resin adhesive (Araldite) over the finished bolt positions for improved bonding & Repairing broke tiles, if any	
<b>20</b>	Cash Recycler should adhere to the RBI, MHA/ guidelines for currency cassette swapping.	

### **Note**

- I. For each equipment quoted, a duly filled Technical Verification Data Sheet (TVDS) along with all supporting technical datasheets should be submitted.
- II. The support for bill validation technology must be available for the entire period of the contract. A certificate from the OEM of the bill validation technology who has licensed the technology to the bidder / OEM of the cash recycler must be enclosed with the eligibility bid certifying and assuring that the said OEM shall provide support to the bidder for the licenses technology for the entire duration of the contract.
- III. Cash Recycler offered as part of the current RFP must pass the Genuine Note Recognition Test (as per Recognition RBIs Note Authentication and Fitness Sorting parameters) with 100% accuracy, along with 100% trace with serial number of the currency notes to the account of the customers. i.e. Pass awarded if 100% of genuine notes accepted in all orientations and serial number of all accepted notes are tracked to customers' accounts. Acceptance does not mean credit to the account, it means acceptance by the machine and storing in different cassettes including non-issuance. Bidder to produce a certificate from an independent agency / a central bank or a bank currently using the same model of the machine has to be furnished. However genuine recognition test has to demonstrated to the bank and carried out by the Bank at the time of technical evaluation as also at the time of integration testing (with the finally selected Bidder). A failure at any stage will entail disqualification of the bidder/Cancellation of the contract. Bidder to arrange for the functionality test in at least two machines within the time frame given by the bank for technical evaluation. Evaluation will be technically acceptable only if failure, due to any issues, is restricted to only one machine. If failure exceeds more than one machine, it will be declared as technically unfit. No second chance will be given under any circumstances.

- IV.** The CASH RECYCLER offered as part of the current RFP must pass the Counterfeit Recognition Test (as per Recognition RBIs Note Authentication and Fitness Sorting parameters) with 100% accuracy, along with 100% trace with serial number of the currency notes to the account of the customers. i.e. Pass awarded if all counterfeit notes are rejected / not given value for and traced to the customer account. Bidder to produce a certificate from an independent agency/a central bank or a bank currently using the same model of the machine has to be furnished. However Counterfeit Recognition Test has to demonstrated to the bank and carried out by the Bank at the time of technical evaluation as also at the time of integration testing (with the finally selected Bidder). A failure at any stage will entail disqualification of the bidder/Cancellation of the contract. Bidder to arrange for the functionality test in at least two machines within the time frame given by the bank for technical evaluation. Evaluation will be technically acceptable only if failure, due to any issues, is restricted to only one machine. If failure exceeds more than one machine, it will be declared as technically unfit. No second chance will be given under any circumstances.
- V.** The Cash Recycler offered as part of the current RFP must pass the Counterfeit Retention and Tracing test with 100% accuracy, i.e. Pass awarded if counterfeits are retained and traceable to customer. Bidder to produce a certificate from an independent agency / a central bank or a bank currently using the same model of the machine has to be furnished. However Counterfeit Retention and Tracing test has to demonstrated to the bank and carried out by the Bank at the time of technical evaluation as also at the time of integration testing (with the finally selected Bidder). A failure at any stage will entail disqualification of the bidder/Cancellation of the contract. Bidder to arrange for the functionality test in at least two machines within the time frame given by the bank for technical evaluation. Evaluation will be technically acceptable only if failure, due to any issues, is restricted to only one machine. If failure exceeds more than one machine, it will be declared as technically unfit. No second chance will be given under any circumstances.
- VI.** Cash recycler offered as a part of the RFP must pass the tracing test with 100% awarded if all currency notes accepted and dispensed are traceable with their respective serial numbers to the customer accounts. Bidder to produce a certificate from an independent agency / a central bank or a bank currently using the same model of the machine has to be furnished. Tracing test will have to be demonstrated to the Bank.
- VII.** During Technical Evaluation the quoted product may be physically verified for the required tender specifications, tested for reliability, throughput, functionality and other features as decided by the TOEC. In case the vendor fails to bring the quoted products within the time frame given by the bank for evaluation, the bid shall be rejected.
- VIII.** Bidders are advised to ensure that the systems if asked to bring for evaluation, conforms to all technical parameters and is a tested system. Equipments not meeting complete tender specifications will not be considered for evaluation.
- IX.** Shortlisting of the Technical bids on the basis of technical parameters as detailed above, including possible visit to inspect manufacturing and supply facilities, if considered necessary. All and any cost associated with demonstration (including provision of machines, technical resources, travel cost, boarding cost etc.) will be to the account of the bidder and bank will not bear any cost. Bank reserve its right to extend / shorten the demonstration where needed.
- X.** In case the vendor fails to clear the demonstration within the time frame given by the bank for evaluation, the bid shall be rejected.

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

**Component of Cash Recycler Machine:**

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

**Note-** Cash Recycler Machine components and its detailed specification & other items required for the proposed solution to be specified.



**AUTHORISED SIGNATORY**

**Name:**

**Designation.**

**Date**

**Place**

Performa of letter to be given by all the Bidder participating in the UCO Bank RFP for Procurement of 300 Cash Recycler Machines on their official letterheads.

**To**

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

Sir,

**Sub: RFP for Procurement of 300 Cash Recycler Machines (RFP Ref No. DIT/BPR & BTD/OA/3456/2020-21 Date: 01/03/2021)**

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

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

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

Yours faithfully,

**Authorised Signatory  
Designation  
Bidder's corporate name**

Performa of letter to be given by all the Bidder participating in the UCO Bank RFP for Procurement of 300 Cash Recycler Machines on their official letter-head.

To,

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

Sir,

**Sub: RFP for Procurement of 300 Cash Recycler Machines (RFP Ref No. DIT/BPR & BTD/OA/3456/2020-21 Date: 01/03/2021)**

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

**MASKED COMMERCIAL BID TEMPLATE**

(Amount in ₹)

Sl. No	Description	Estimated Qty. (A)	Unit Price excluding GST (B)	Total Cost excluding GST (C) = (A x B)	GST %
1	Cost of Cash Recycler Machines (with 2 year warranty) as per the technical & functional specifications given in the RFP.	300	xxxx	xxxx	xxxx
2	Cost of 4 additional Cassette		xxxx	xxxx	xxxx
3	AMC for Cash Recycler Machines for 3 <sup>rd</sup> year		xxxx	xxxx	xxxx
4	AMC for Cash Recycler Machines for 4 <sup>th</sup> year		xxxx	xxxx	xxxx
5	AMC for Cash Recycler Machines for 5 <sup>th</sup> year		xxxx	xxxx	xxxx
6	Total Cost of Ownership (in figure) of 300 Cash Recycler Machines with AMC (1+2+3+4+5) i.e, of column ‘C’ (excluding GST)			xxxx	
7	Total Cost of Ownership (in Word) of 300 Cash Recycler Machines with AMC (1+2+3+4+5) i.e, of column ‘C’ (excluding GST)			xxxx	

**Note:**

1. The calculation for arriving at TCO is properly mentioned in the appropriate columns and we confirm that the above mentioned rates are accurate. In case of any anomalies in the calculation for arriving at TCO, the Bank will have the right to rectify the same and it will be binding upon our company.
2. If the cost for any line item is indicated as zero or blank then Bank may assume that the said item is provided to the Bank without any cost.
3. Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
4. Bank reserves the right to procure additional cassettes at the rate quoted in line item 2, depending upon its business requirement during warranty & AMC period.
5. We have ensured that the price information is filled in the Commercial Offer at appropriate column without any typographical or arithmetic errors. All fields have been filled in correctly.

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

**Place:**

**Date:**

**AUTHORISED SIGNATORY**

**Name:**

**Designation:**



**COMMERCIAL BID TEMPLATE**

(Amount in ₹)

Sl. No	Description	Estimate d Qty. (A)	Unit Price excluding GST (B)	Total Cost excluding GST (C) = (A x B)	GST %
1	Cost of Cash Recycler Machines (with 2 year warranty) as per the technical & functional specifications given in the RFP.	300			
2	Cost of 4 additional Cassette				
3	AMC for Cash Recycler Machines for 3 <sup>rd</sup> year				
4	AMC for Cash Recycler Machines for 4 <sup>th</sup> year				
5	AMC for Cash Recycler Machines for 5 <sup>th</sup> year				
6	Total Cost of Ownership (in figure) of 300 Cash Recycler Machines with AMC (1+2+3+4+5) i.e, of column 'C' (excluding GST)				
7	Total Cost of Ownership (in Word) of 300 Cash Recycler Machines with AMC (1+2+3+4+5) i.e, of column 'C' (excluding GST)				

**Note:**

1. The calculation for arriving at TCO is properly mentioned in the appropriate columns and we confirm that the above mentioned rates are accurate. In case of any anomalies in the calculation for arriving at TCO, the Bank will have the right to rectify the same and it will be binding upon our company.
2. If the cost for any line item is indicated as zero or blank then Bank may assume that the said item is provided to the Bank without any cost.
3. Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
4. Bank reserves the right to procure additional cassettes at the rate quoted in line item 2, depending upon its business requirement during warranty & AMC period.
5. We have ensured that the price information is filled in the Commercial Offer at appropriate column without any typographical or arithmetic errors. All fields have been filled in correctly.

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

**Place:**

**Date:**

**AUTHORISED SIGNATORY**

**Name:**

**Designation:**

**OPTIONAL ITEMS****(Please quote rate Inclusive of all taxes)****Table A-Spare Parts**

<b>SL NO</b>	<b>Description</b>	<b>Unit Price (Rs.)</b>	<b>GST %</b>
1.	Bunch Note Acceptor Module		
2.	Stacker unit		
3.	Dispenser Unit		
4.	Recycler Solution		
5.	Hard Disk 1 TB		
6.	DIP Smart Card reader		
7.	15" LED Monitor or Higher with touch screen		
8.	PC Core mother board		
9.	SMPS		
10.	Fascia		
11.	EPP		
12.	Hood Door Lock & Key		
13.	Divert /Reject Cassette		
14.	Receipt Printer		
15.	Receipt Printer Head		
16.	Journal Printer		
17.	Journal Printer Head		
18.	S & G/Mass Hamilton Lock		
19.	Four high Pick Module without cassette		
20.	Shutter assembly		
21.	Mechanical Lock		
22.	Fascia Lock		
23.	Vault breaking charges		
24.	Inbuilt Camera		
25.	External Camera		
26.	Cost of Biometric		
27.	Upgradation (Hardware & Software)		
28.	Bar code Reader		
29.	Harness		
30.	Card Reader		
31.	Bill Validator Module		
32.	Cash Recycler Shifting Cost:		
	I. Within Same Premise		
	II. Intra city		

	III. Inter city		
<b>33.</b>	Grouting Cost		
<b>34.</b>	De-grouting Cost		
<b>35.</b>	Cartridges		
<b>36.</b>	Ribbons		
<b>37.</b>	Paper Rolls		
<b>38.</b>	Biometric Reader		

**Table B- Visit charges**

<b>SL NO</b>	<b>Description</b>	<b>Unit Price (Rs.)</b>	<b>GST %</b>
<b>1.</b>	Visit Charges		

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

1. The bidder has to quote for the optional items mentioned in Annexure XXVII. The cost of items quoted shall be inclusive of all charges including installation, configuration and labour charges and the cost will be valid for the contract period from the date of Purchase order.
2. The list of optional items mentioned in Annexure XXVII are indicative only.
3. Bank reserves the right to indent the quantity of spare parts based on the requirement during warranty and AMC period and vendor will meet the Bank's need as and when required. The cost of optional items should be reasonable and comparable with market standards.
4. Warranty of the items will be co-terminus with the hardware/equipment warranty.
5. In case the Bank deems that the rates of optional items are on the higher side, the Bank has the right to seek third party opinion on rates of spares and has the right to negotiate with the selected bidders for prices of the optional items.
6. Visit charges should be included in the spare parts charges.
7. The bidder may add any additional spare parts in the list provided which are relevant for function of the machine. Spare parts not quoted by the bidder in Annexure-XXVII will be considered as Free of Cost and the bidder is bound to supply the same during the contract period.

**Place:**

**AUTHORISED SIGNATORY**

**Date:**

**Name:**

**Designation:**

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

**DETAILS OF SUPPORT CENTERS**  
**(To be included in Technical Bid)**

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

Authorized signatory

Name:

Designation:

Place:

Date:



**Undertaking of Authenticity for Cash Recycler Machines /machines Supplies**

Sub: **Selection of Vendor for procurement of 300 Cash Recycler Machines**

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

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

With reference to the Cash Recyclers being supplied /quoted to you vide our invoice no/ quotation no/order no cited above-----.

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

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

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

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

In case of default and we are unable to comply with above at the time of delivery or during installation, for the IT Hardware/Software already billed, we agree to take back the Cash Recycler 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:

**ACCEPTANCE CERTIFICATE****Certificate of Acceptance for Cash Recycler Machines****RFP Ref No. \_\_\_\_\_ & Date \_\_\_\_\_ Purchase Order No. \_\_\_\_\_ & Date \_\_\_\_\_**

RFP Ref No. DIT/BPR & BTDOA/3456/2020-21 Date 01/03/2021, Purchase Order ref No. \_\_\_\_\_ Date \_\_\_\_\_ Cash Recycler Machine ID: \_\_\_\_\_ Offsite / Onsite Address: \_\_\_\_\_ Connected Branch: \_\_\_\_\_ Date of Commissioning: \_\_\_\_\_. This is to certify that the supply and installation of Cash Recycler Machines for UCO Bank, against above said work order has been completed successfully.

For New Cash Recycler Machines Installed: --

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

Branch Comments if any:

\_\_\_\_\_



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

\*\* Branch should check/get that transaction receipts printed in Hindi/Regional/English language.

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



**Solution for Visually Impaired Persons**

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

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

**Work flow for the proposed solution for Visually Challenged Persons**

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

**Important feature required in the proposed solution:-**

1. A visually challenged person should be able to operate a Cash Recycler Machines independently for Cash Withdrawal, Cash deposit Balance Enquiry and PIN change ATM operations.

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

**SIGNATURE**

**(Name & Designation, seal of the firm)**

**Undertaking Letter on the vendor's letterhead**

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

Sir,

**Ref: RFP for procurement of 300 Cash Recyclers Machines (RFP Ref No. DIT/BPR & BTB/OA/3456/2020-21 Date: 01/03/2021)**

We undertake that we shall update the software to support all new variants of currency notes as well as new denominations, discontinuation of any currency note, if any, issued subsequently without any extra cost to the Bank during the period of warranty and AMC. We shall upgrade the counterfeit currency detecting software whenever upgrades are released or noticed but not later than 2 weeks after the date of such release. Additionally, we undertake to upgrade the counterfeit detecting software minimum once in three months without any additional cost to the bank during the warranty and AMC period. We ensure that machine does not accept Cash Recyclers unfit/Torn currency.

Yours faithfully,

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

**(TO BE PROVIDED ON Rs.100/- STAMP PAPER)**

**Self-Certificate for Local Content**

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

I.....S/o, D/o, W/o.....resident of.....do hereby solemnly affirm and declare as under:

- 1) That I will agree to abide by the terms and conditions mentioned in the tender specification issued vide ref. no.....dated.....
- 2) That the information furnished hereinafter is correct to the best of my knowledge and belief and that I undertake to produce the relevant records before to any authority nominated by UCO Bank for the purpose of assessing the Local Content.
- 3) That the Local Content for all inputs which constitute the Goods ..... (mention the procurement) has been verified by me and that I am responsible for the correctness and accuracy of the claims made therein.
- 4) That in the event of the Local Content mentioned herein is found to be incorrect and not meeting the prescribed norms of Local Content, based on the assessment of an authority so nominated by UCO Bank and that I will be liable as under Clause 9(f) of Public Procurement (Preference to Make in India) Order 2017, as amended.
- 5) That I agree to maintain all the information regarding my claim for Local Content in our records and that I shall make the requisite information available to UCO Bank as and when required.
- 6) That \*I (name of Manufacturer) do hereby confirm in respect of quoted item(s) that the Local Content is equal to or more than 50% and come under 'Class-I Local Supplier' Category. As being 'Class-I Local Supplier', I am eligible for Purchase Preference under 'Make in India' Policy vide Government of India Order no. P-45021/2/2017-PP (B.E.-II) dated 15.06.2017 (subsequently revised vide Orders dated 28.05.2018, 29.05.2019 and 04.06.2020)

**OR**

That \*I (name of Manufacturer) do hereby confirm in respect of quoted item(s) that Local Content is more than 20% but less than 50% and come under 'Class-II Local Supplier' Category.

**7) That I submit as under:**

Name & Details of the Local Supplier (Regd. Office, Manufacturing Unit, Location, Nature of legal entity)	
Date on which this Certificate was issued	
Product for which the Certificate is issued	
Procuring Agency to whom the Certificate is furnished	
Percentage of Local Content claimed	
Name & details of the unit of the Manufacturer	
Sale Price of the Product	
Ex-Factory Price of the Product	
Freight, Insurance and handling	
Total bill of Material	
List & Total cost value of inputs used manufacture of the proposed Goods	
List & Total cost value of inputs which are locally sourced (Attach Certificates of Local Content from Local Suppliers, if the input is not in-house)	
List and cost of inputs which are imported (directly or indirectly)	
Any other information	

**8) That the details of the location(s) at which the local value addition made is/are as under:**

Sl. No.	Product Details	Name of Place

For & on behalf of

Signature of the Authorised Signatory of the Bidder (insert name, designation & contact number)

Official Seal of the Bidder

Date:

**\* Strike out whichever is not applicable**

**Restriction on Procurement due to National Security**

**This Certificate should be submitted on the letterhead of the bidder as well as the OEM/ Manufacturer duly signed by an authorized signatory**

To,

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

Dear Sir,

**RFP for Procurement of 300 Cash Recycler Machines" (RFP Ref No. DIT/BPR & BTD/OA/3456/2020-21 Date: 01/03/2021**

1. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."
2. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; / certify that this bidder is not from such a country or, if from such a country, have been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)"

Yours Faithfully,

**Authorised Signatory,**

**Name:**

**Designation:**

**Vendors Corporate Name:**

**Address:**

**Email:**

**Contact No.**