

Request for Proposal (RFP) For Supply, Installation & Maintenance of 300 Nos. of New ATMs Under CAPEX Model



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

RFP Ref. No: UCO/DIT/316/2022-23 Date: 30/04/2022

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.

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List of Annexures

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Bid Control Sheet

Tender Reference	RFP Ref. No: UCO/DIT/316/2022-23 Date: 30/04/2022
Cost of Tender documents	Rs.40,000/- (Rupees Forty Thousand Only)
Date of issue of RFP	30/04/2022
Date of commencement of sale of tender document	30/04/2022
Last date for submitting queries for the Pre-bid Meeting	07/05/2022 up to 4:00 PM
Pre-Bid meeting /Venue	12/05/2022 at 11:30 AM (Meeting would be done through Video-Conferencing)
Last Date and Time for receipts of tender bids	30/05/2022 at 04:00 PM
Opening of technical bids	30/05/2022 at 04:30 PM
Opening of Price Bid	Will be informed subsequently to technically qualified bidders.
Address of Communication	Chief Manager, Head Office-2 Department of Information Technology 5th Floor, 3 & 4 DD Block, Sector -1 Salt Lake, Kolkata-700 064
Email address	ho.bpr@ucobank.co.in hoatm.calcutta@ucobank.co.in
Bids to be submitted	Tender box placed at: UCO BANK, Head Office-2, Department of Information Technology, 5th Floor, 3 & 4, DD Block, Sector – 1, Salt Lake, Kolkata-700 064.

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

1 Introduction

UCO Bank, a body Corporate, established under The Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 10, B.T.M. Sarani, Kolkata- 700001, India, hereinafter called "The Bank", is one of the leading public sector Banks in India having more than 3200+ Domestic Branches, two Overseas Branches one each at Singapore & Hong Kong Centres, 2000+ ATM and 300+ Cash Recycler, 1000 + Passbook Printing Kiosk spread all over the country. All the branches of the Bank are CBS enabled through Finacle 10. x as a Core Banking Solution. Latest state of art i.e. E-Banking & M-Banking solution to facilitate our customers to fulfil their banking need 24*7.

2 Overview or Objective

UCO Bank is planning to invite Request for Proposal (RFP) for Procurement of new 300 ATM under Capex Model from prospective bidders having proven past experience and competence in the field of Supply of ATM systems.

3 Eligibility Criteria

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

Sl.	Criteria	Proof of documents to be submitted
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>OR</p> <p>Companies/Firm registered as MSME Entrepreneur & still categorized as MSME as on RFP submission date.</p> <p>Bidder/Partner/Investor must adhere cross border sharing/FDI/FEMA and other regulatory guidelines of Govt. of India.</p>	<p>1. Certificate of Incorporation issued by Registrar of Companies along with</p> <p>2. Copies of Memorandum of Association</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>In case of partnership firms, Deed of</p>

	The bidder should not be a subsidiary of a foreign company.	Partnership should be submitted. Registration from DIC, KVIB, NSIC, KVIC, DIHH, UAA or any other body specified by Ministry of MSME.
2	The bidder should be an OEM or their authorized representative in India. In case OEM participates in the tender process directly, authorized representative will not be permitted to participate in the same tender process.	An authorization letter from OEM (MAF) 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 OEM would provide the same.
3	The bidder submitting the offer should have positive net worth in each of the last three financial years i.e. 2018-19, 2019-20 & 2020-21	Copy of the audited balance sheet, certificate from the Chartered Accountant (in case of Provisional Balance Sheet of the company showing profit, net-worth and turnover of the company for the consecutive last three financial years i.e. 2018-19, 2019-20 & 2020-21 should be submitted.
4	The bidder should have a minimum annual turnover of Rs. 50 Crore per year during the last three financial years i.e. 2018-19, 2019-20 & 2020-21.	
5	The bidder should have minimum three years of experience in supply, installation & maintenance of ATMs in any Scheduled Commercial Bank during the last three years.	Documentary evidence with relevant copies of Purchase Order/SLA along with Completion Certificates / Installation Reports / Project Sign-Offs, payment invoices including names of clients with Phone and Fax numbers, E-Mail IDs etc. should be submitted.
6	Presently Bank is having 2021 CAPEX ATMs. OEM who has supplied 60% or more of the existing CAPEX ATMs are not eligible to participate in this RFP.	Declaration from OEM mentioning the total nos. of ATMs supplied to UCO Bank to be submitted by the bidder subject to verification by Bank.
7	Bidder should have executed the total order for at least 500 ATMs in Public/Private Sector scheduled commercial Banks in India during the last three years collectively.	Documentary evidence with relevant copies of Purchase Order/SLA along with Completion Certificates / Installation Reports / Project Sign-Offs, payment invoices including names of clients with

8	Out of the above at least 300 ATMs must be of the same make which is being offered and should be supplied in any Schedule Commercial Bank in India.	Phone and Fax numbers, E-Mail IDs etc. should be submitted.
9	The bidder should have at least 50 service centres across the country covering all the Zonal offices of the Bank given as Annexure-XXVIII . List of service centres to be enclosed by the bidder as per Annexure – XXIX of RFP document. In case Service centre is not available at above mentioned locations, an undertaking to submit mentioning expansion plan of service centres to that location(s).	The bidder should submit detailed list of such support centers across India covering the locations.
10	Bidder should not have been debarred / black-listed/ terminated /under termination/ issued any letter of termination by any Bank or RBI or any other regulatory authority or Financial Institutions in India as on date of RFP submission.	Undertaking to that effect should be submitted as per Annexure-VI.
11	The service provider should ensure that there are no legal proceedings / inquiries / investigations have been commenced / pending / threatened against service provider by any statutory or regulatory or investigative agencies or any other for which performance under the contract will get adversely affected / may get affected.	Self-declaration to this effect on the company's letterhead should be submitted.

Note: In this tender process either authorized representative / distributor / dealer in India on behalf of Principal OSD (Original Solution Developer) or Principal OSD itself can bid but both cannot bid simultaneously. In such case OSD bid will only be accepted. If an agent / distributor submits bid on behalf of the Principal OSD, the same agent / distributor shall not submit a bid on behalf of another Principal OSD 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.



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 Procurement of new 300 ATM under Capex Model. 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 and Fee

A complete set of tender document can be obtained from the following address during office hours on all working days on submission of a written application along with a non-refundable fee of **Rs. 40,000/- (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 be downloaded from the bank's official website www.ucobank.com. The bidder downloading the tender document from the website is required to submit a non-refundable fee of **Rs. 40,000/- (Rupees Forty Thousand Only)** in the form of Demand Draft or Banker's Cheque in favor of UCO BANK, payable at Kolkata, or NEFT at the time of submission of the technical bid, failing which the bid of the concerned bidder will be rejected.

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

The Bank details are as below:

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

4. EARNEST MONEY DEPOSIT

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

Particulars of Job to be undertaken	Earnest Money Deposit
Supply, Installation & Maintenance of 300 Nos. of New ATMs Under CAPEX Model	Rs 50,00,000/- (Rupees fifty lakh only, in the form of BG)

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

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

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

5. Rejection of the Bid

The Bid is liable to be rejected if:

- i. The document doesn't bear signature of authorized person on each page signed and duly stamp.
- ii. It is received through E-mail.
- iii. It is received after expiry of the due date and time stipulated for bid submission.
- iv. 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.
- v. Bidder should comply with all the points mentioned in the RFP. Non-compliance of any point will lead to rejection of the bid.
- vi. Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.
- vii. 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).
- viii. Non-submission of Pre Contract Integrity Pact as per format given in Annexure – XIV.

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 **ho.bpr@ucobank.co.in**. It may be noted that no query from any bidder shall be entertained or received after the above mentioned date. Queries raised by the prospective bidder and the Bank's response will be hosted at Bank's web site. No individual correspondence will be accepted in this regard.

Only authorized representatives of bidder will be allowed to attend the Pre-bid meeting. Pre-Bid queries raised by the bidder(s) are to be submitted in the format given in Annexure-XIII.

7. Modification and Withdrawal of Bids

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

8. Information provided

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

9. Clarification of offer

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

10. Late Bids

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

11. Issue of Corrigendum

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

12. For Respondent only

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

13. Disclaimer

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

14. MSME bidder

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

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

15. Costs borne by Respondents

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

16. No Legal Relationship

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

17. Cancellation of Tender Process

- a. UCO BANK reserves the right to accept or reject in part or full any or all offers at its sole discretion at any stage without assigning any reason thereof and without any cost or compensation therefor. Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the bidders.
- b. The Bank reserves the right to accept or reject any Bid in part or in full, and to cancel the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Bank's action.

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 EMD 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 EMD. In any case the EMD 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 in the form of pre-bid queries within the time as given in control sheet.

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 initialed / 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.

The bidder shall furnish proof of signature identification for above purposes as required by the Bank.

31. Submission of Offer – Three Bid System

UCO Bank will follow Three Bid System i.e. Separate Eligibility Bid – containing Eligibility Information, Tender Fee, Earnest Money Deposit OR certificate from Ministry of MSME (wherever required) and Pre Contract Integrity Pact (**as per Annexure – XIV**), Technical Bid – containing Technical Information and Commercial Bid – containing Price Information along with the soft copies duly sealed and super-scribed as – **RFP for Supply, Installation and Maintenance of 300 New ATMs under CAPEX Model** (Eligibility Bid), – **RFP for Supply, Installation and Maintenance of 300 New ATMs under CAPEX Model** (Technical Bid) and – **RFP for Supply, Installation and Maintenance of 300 New ATMs under CAPEX Model** (Commercial Bid) should be put in a single sealed outer cover duly sealed and super-scribed as – **RFP for Supply, Installation and Maintenance of 300 New ATMs under CAPEX Model** as per the bid details given in the RFP.

Eligibility evaluation would be completed first followed by Technical & Functional evaluation. Thereafter, Price Information (Commercial Bid) of the eligible & technically qualified bidders will be opened and Lowest Bidder (L1) will be selected based on the Total Amount quoted in the commercial bid. The bids (along with soft copy preferably in non-optical drives) shall be dropped/submitted at UCO Bank 's address given in Bid Control Sheet Table, on or before the date specified therein.

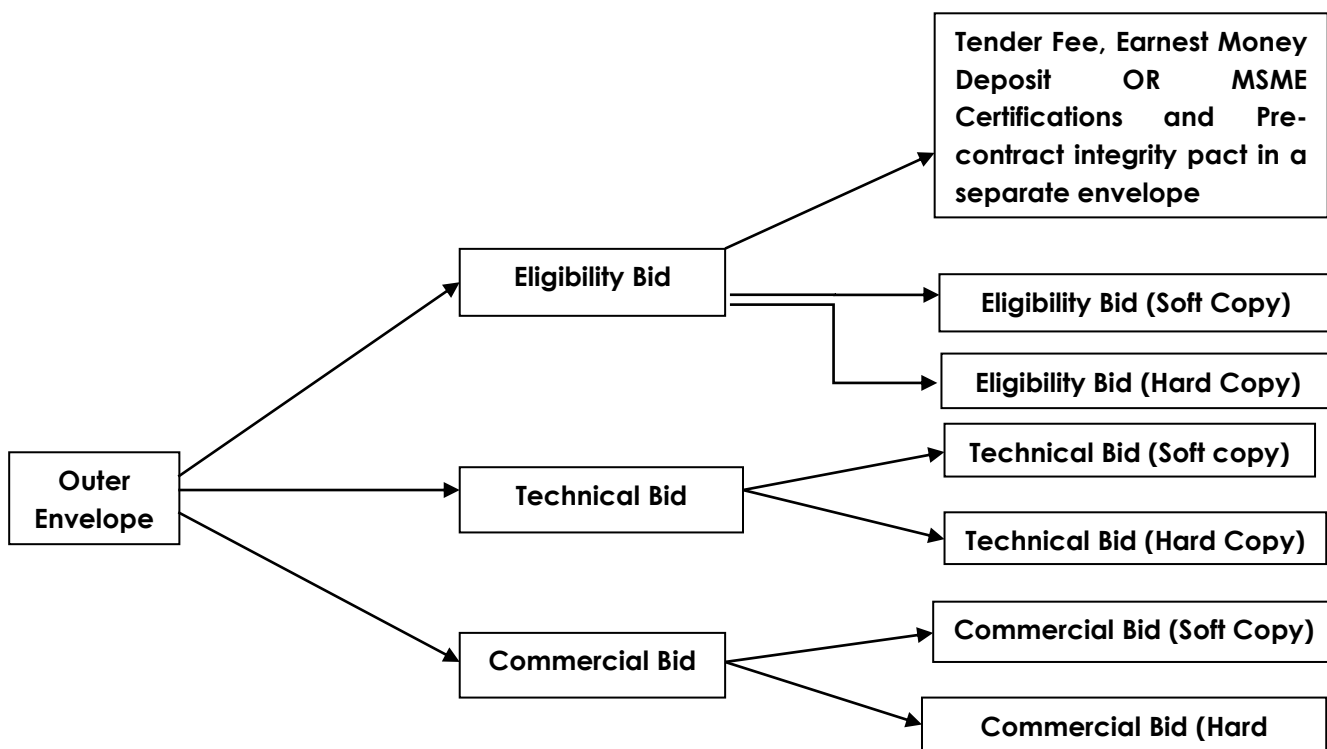
All envelopes must be super-scribed with the following information:

- Name of the Bidder
- Offer Reference
- Type of Offer (Eligibility or Technical or Commercial)

The Eligibility and Technical Offers 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 along with the Tender Fee, Earnest Money Deposit in the form of Bank Guarantee and the Pre Contract Integrity Pact on a non-judicial stamp paper of requisite value (**as per Annexure – XIV**). Tender Offer forwarding letter prescribed in **Annexure – I** should be submitted with the Eligibility / Technical Offer. The Eligibility and Technical offers must not contain any price information. UCO BANK, at its sole discretion, may not evaluate Eligibility or Technical Offer in case of non-submission or partial submission of eligibility or technical details. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder. The Technical bid should have **documentary proof in support of Eligibility Criteria and Annexures**.

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

The envelopes separately should contain the documents in the order mentioned in the below diagram.



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

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:

- 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.
- One Separate envelope containing Tender Fee, EMD and Pre-Contract Integrity Pact should invariably be placed in Eligibility Bid envelope.
- 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.
- Bidders to submit a **masked commercial Bid** i.e. by hiding price commercial bid as per Annexure – XIX with technical bid envelope to be submitted.
- 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 OSD.
 - 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.
- The selected bidder must adhere to the terms of this RFP document.

32. Adoption of Integrity Pact

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

- i. Promise on the part of the principal not to seek or accept any benefit, which is not legally available.

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

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

1. Shri Ranjan S Katoch

A-91, Alkapuri,
Bhopal, MP- 462022
email: rkatoch@nic.in

2. Shri Hare Krushna Dash

House.No.829,Sector 8
Gandhinagar- 382007, Gujarat
email: hkdash184@hotmail.com

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

33. 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.

33.1 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%.

33.2 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-XXIV** 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.

34. 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.

35. 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.

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 clause 2.1, will be shortlisted for the Technical bid evaluation. A detailed technical evaluation would be undertaken for eligible bidders and only the technically qualified bidders would be shortlisted for commercial opening.

The 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.

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 – XVI. In the second stage, Technical Evaluation as mentioned in Annexures – XVII, 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. There will be no scoring involved in the eligibility evaluation of the bidders.

- 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 Annexure –XVII.
- 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 – XVII.
- 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 Annexures – XVII. Non-compliance to any of the requirement in Annexures – XVII 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 optimized TCO (Total Cost of Ownership) identified in the commercial bid would be the basis of the entire outflow of the Bank for undertaking the scope of work.
- 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 / not mentioned / left blank** item(s) in the commercial bid, for evaluation purposes the highest value for that item(s) among other submitted bids would be used to calculate the TCO, based on which the L1 bidder will be selected. However, for the purposes of payment and finalization of the contract, **the value of zero cost** in the unfilled item(s) 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

SCOPE OF WORK

1. IMPLEMENTATION

1.1 The Bank is planning to purchase 300 ATM with front loading as per the specifications provided in **Annexure-XVII “Technical Specifications”** under rate contract. The machines should be covered under **3-year comprehensive onsite warranty and AMC for a period of 2 years**. If desired by the bank same can be extended **for a period of further 2 years** at mutually agreeable cost. Bank will issue specific work order for each of the installation with location details.

1.2 Successful Bidder must ensure before delivery that operating system as specified in **Annexure-XVII “Technical Specifications”** is hardened to block the services which are not required. Successful Bidder should provide complete solution to take care of intrusion detection, port scans and other virus attacks.

1.3 Successful Bidder should certify that full range of technology support in the form of hardware/software/spares and maintenance will be available for minimum 7 years.

1.4 UCO BANK will be installing Front Loading ATM across the length and breadth of the country. Successful Bidder is required to support such installations and apart from this RFP vendor will have to enter into Service Level Agreement (SLA), Deed of Indemnity (DOI) and Non-Disclosure Agreement (NDA) in the form and manner acceptable to Bank, and the same will have to be executed with the Bank with uptime guarantee clause for all installations.

1.5 Successful Bidder to provide technical consultancy and guidance for successful operation of the ATM and its expansion in future by the Bank during the warranty and AMC period.

1.6 Two copies of Acceptance Test Procedure document of all testing, installation, commissioning activities carried out including the final results to be submitted before issue of acceptance certificate by the Bank, one to the ATM's location and other to the DIT, HO-2 UCO Bank, Kolkata. Successful Bidder shall submit the relevant test certificate/guarantee certificate/ licenses along with the supplies, installation and acceptance, as applicable to ATM location.

1.7 Selected bidder will have to necessarily install ATM with good quality grouting of Endpoints.

1.8 The vendor should undertake the grouting as part of installation activity without any additional cost to the Bank. The ATM area is to be dug out to build a 6" thick

concrete platform with reinforced concrete. Bolts have to be fixed into the concrete and the ATM has to be installed on the bolts. If the site doesn't have platform, grouting can be done through chemical component technology. This will ensure that the ATM machine is safe from any burglary or theft. Bank can permit grouting of the ATM with anchor fasteners without digging the floor wherever it is not feasible for grouting.

1.9 The selected bidder will also be responsible for the de-grouting activity of the ATM in case of replacement of OLD ATM.

1.10 Successful Bidder will deliver along with the ATM, 5 rolls of receipt paper of 400 meters for each ATM.

1.11 ATM should have vinyl wrapping as per Bank's branding. The vinyl wrap of the ATM will be on three side (left, right & front) of the ATM and Bank will provide the required design/image for vinyl wrapping, bidder should make necessary CDR file of the artwork based in their machine size without any cost to bank. Bidder should ensure that vinyl wrap should have a life of minimum warranty period of 3 year plus 2 years of AMC and further extendable period of 2 year. In case the vinyl wrap gets torn or discoloured, the vendor is required to wrap it again without any additional cost to the Bank.

1.12 Successful Bidder is required to submit one set of OEM's complete technical documentation in soft as well as hard copies.

1.13 Successful Bidder will be required to install ATM by disabling cash retraction facility. The disabling of cash retraction facility should be mentioned in the installation report submitted to concern Branch and Zonal Office.

1.14 Successful Bidder should ensure the proper verification of earthing voltage within acceptable range before ATM installation.

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

1.16 Successful Bidder needs to have a good network and pan India presence of engineers for the purpose of installation of ATM. The state-wise contact details to be submitted to the bank before signing of SLA.

2. SWITCH INTEGRATION

2.1 The ATM have to be interfaced with Bank's Electronics Financial Transaction Switch. Successful Bidder has to submit the Switch certificate/Other Bank Certificate (for same model) indicating the successful integration of the proposed Model of ATM with ITM Euronet switch without any cost to the Bank. The switching interface may be changed as per requirement of the Bank and same will be intimated to Successful Bidder in advance.

2.2 The Bank proposes to connect ATM to its Euronet Switch. Successful Bidder will take total responsibility for supplying, installation and Maintenance of ATM and making them operational with integration to Euronet switch within the schedules as mentioned for delivery and installation without any additional cost to Bank. It is the responsibility of Successful Bidder to obtain necessary licenses from Euronet Switch.

2.3 Successful Bidder has to ensure that such compatibility must also be available with any other Switch that the Bank may go in the future, during the period of the contract without any extra cost to the Bank. Successful Bidder shall provide integration with the new switch at mutually agreed cost. The schedule given by the bank will be obliged by Successful Bidder.

3 OS AND SOFTWARE COMPATIBILITY

3.1 Successful Bidder must ensure before delivery that Hard disk is encrypted and operating system is 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. 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, vendor to revert back to system hardening, post blocking as specified by Bank at no extra cost to Bank within shortest possible time.

3.2 In the event of Original Software Developer ceasing support to the existing operating system within contract period, 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 ATM on all ATM deployed with no extra cost to Bank. Successful Bidder shall also upgrade hardware required to support the higher version of operating system (if required) during the contract period.

3.3 For upgradation/updation of software pertaining to ATM for the purpose of enhancing their functionality to meet mandatory compliance from regulatory authorities or by bank till the submission of RFP BID need to be complied by bidder without any extra cost to bank.

3.4 Successful Bidder shall be responsible for timely applying/loading of all the software patches into all the individual ATM, other Hardware if any during the Warranty and AMC period. There should be centralized applying of OS as well as application patches including Windows patches. This job has to be done as a part of Warranty and AMC support services, without any extra cost to the Bank.

3.5 In future, if any configuration changes are required in the ATM, it should be done by Successful Bidder during warranty and AMC period at mutually agreed terms. However, Bank will intimate Successful Bidder well in advance for doing such configuration changes. Configuration changes may be done either centrally or remotely. However, if Successful Bidder personnel is required at the remote place as informed by the Bank, Successful Bidder shall arrange the personnel to make such configuration/cooperation at the respective location at mutually agreed terms.

3.6 Only licensed copies of software & hardware shall be supplied and ported in the ATM. Successful Bidder shall grant irrevocable license to the Bank to use the software. Further, all software supplied shall be of latest version. All licenses should be provided to the bank and will be the property of the Bank.

3.7 Successful Bidder to ensure that the time bound admin access to the OS is controlled by dynamic password.

3.8 Multi-vendor software compatibility: The successful bidder shall agree that the Bank reserves the right to bring in Multivendor 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.

4 MAINTENANCE

4.1 During the Warranty and AMC period, Successful Bidder shall extend the On Site Service Support. The scope of Warranty and AMC shall include fixing the ATM problems, Up-gradation (required in cases like end of support supply, installation and implementation of upgraded versions of software (updates/ upgrades), Rectification of Bugs/defects if any, quarterly preventive maintenance of Hardware/Software, reinstallation of firmware/ software, reconnection of EJ agent whenever required without any additional cost.

4.2 ATM should have design which provides protection from Rats, snakes etc. to infiltrate in the machine. Successful Bidder has to arrange for replacement of the damaged part / replacement of machine as the case may be during the life of ATM in case of any loss due to Rats, snakes etc. Bank will not entertain any claim of any part damages by Rats, Snakes etc.

4.3 Bank will pay for replacement of parts on chargeable basis only in case of damage due to theft attempt/burglary/vandalism and force majeure during the contract period. In such cases vendor should submit the proof of such events while submitting the quotes for replacement on chargeable basis. Bank will not entertain claims like damage due to fluctuation in powers, AC not working, damage due to rodents etc.

4.4 On receipt of Bank's approval for parts replacement, repair/replacement has to be carried out and completed within 48 hours, else, the delay will be counted as downtime and penalty will be levied as mentioned in Penalty and Liquidity Damages clause. If any delay occurs due to part of Bank, penalty will not be charged.

4.5 If any particular machine is frequently becoming out of order for mechanical reasons for more than three times in a month and for two consecutive months, the Bank may ask Successful Bidder to replace the machine and vendor should replace the machine with another new machine at no extra cost to the Bank. Mechanical faults cover machine down due to faulty parts.

4.6 During the warranty and AMC period, Successful Bidder is bound to do all hardware spares replacement in order to maintain the required uptime, without extra cost to Bank covering all parts & labour from the date of acceptance of the systems by Bank at the respective locations i.e. on-site comprehensive warranty. Under Annual Maintenance Contract all parts & labour should be covered for on-site support. Bank, however, reserves the right to enter into Annual Maintenance Contract (AMC) agreement either location-wise / Zone-wise or from a single centralized location.

4.7 Successful Bidder shall provide for engineer visits for all activities required to be carried out as per this Scope as well as on Bank's request.

4.8 Successful Bidder should perform the various activities apart from scope of services defined during warranty and AMC at the instance of Bank like IP changing activities, changes in cassette configurations, assisting custodian to change combination lock password, loading of additional screens without any additional cost on account of Engineer visit charges during warranty and at a mutually agreed cost during AMC period.

4.9 Service Support is defined specifically as helpdesk, update/enhancement, upgrade, technical guidance, technical consultancy, enablement of features and functionality, problem solving and troubleshooting, providing technical solution, rectification of bugs, enabling features of the software already provided, providing additional user controlled reports, Changes in configuration & settings, device configuration, enabling parameterized features, future product information,

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

4.10 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 etc. During Preventive maintenance, the engineer should also check the earthing voltage at the site and inform the branch in case of any issue. Preventive Maintenance includes full and thorough check-up of the machine to identify faults, vital parts and EJ connection as well as DVSS availability and resolve the same if any.

4.11 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 based on branch code, ATM ID, branch name and location and it should be possible to lodge bulk complaints centrally from Head Office/Zonal Office.

4.13 Successful Bidder will not deny the lodging of call based on ATM ID maintained by Bank. Successful Bidder will provide URL for real time view of lodge complaint status.

4.14 Escalation matrix should be provided for all kinds of support, technical, resolving of the issues.

4.15 Spare Parts: Successful Bidder shall make available the spare parts, components etc. as mentioned in **Annexure XXI** of RFP for the systems for a minimum period of 7 years, during warranty and AMC period. Vendor has to replace the Items not mentioned in **Annexure XXI** of RFP, if required without any extra cost to the Bank.

4.16 Consumables: Bank will consider the following as consumables viz., Cartridges, Ribbons, Paper Rolls, Battery & currency cassette. All other items must be covered under Warranty & AMC.

4.17 The ATM should be capable of working without air-condition environment.

4.18 Successful Bidder to ensure that customer data are saved in the machine as per the format/controls specified by regulator/Bank.

4.19 Successful Bidder shall provide FLM, SLM, Preventive Maintenance (once in a quarter) and AMC services.

4.20 In future Bank may engage the services of a Managed Service Provider (MSP) for providing following services:

- I. Cash Services (Loading and Unloading)
- II. First Line Maintenance (FLM)
- III. Consumable Replenishment
- IV. Online status monitoring
- V. DVR monitoring
- VI. EJ, Image pulling & Screen Content distribution
- VII. Incident Management

4.21 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.

4.22 All repairs and maintenance service described herein shall be performed by qualified maintenance engineers totally familiar with the machine/ equipment.

1.4.23 Successful Bidder needs to have a pan India network of engineers in line with the zonal offices of the Bank.

5 DVR

5.1 Successful Bidder has to ensure that DVR images are stored in ATM on first-in-first-out basis at least for six months.

5.2 Successful Bidder to ensure that time print of the DVR of transaction exactly tallies with transaction time printed in EJ. Vendor to ensure that DVR images and Video are provided within 48 hours from the lodging of the call from vendor/Bank.

5.3 The image/video data stored on hard disk should be periodically taken as backup and handed over to the concerned branch within stipulated timeframe.

5.4 The hard disk should be able to store the image data for a period of at least 180 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 with in 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.

6 VOICE GUIDANCE- TALKING ATM

6.1 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 ATM in Regional languages, Hindi & English. The ATM should have Voice Guidance flow enabled for the visually challenged along with Text to Speech, web extension services, EPP /functional keys based voice guidance support with internal speakers & jack. Successful Bidder should also participate in the testing and end to end implementation and rollout without any additional cost to the Bank. Successful Bidder shall undertake complete end-to-end installation & operationalization of ATM including integration with switch. The ATM machine should include all features including Braille keyboards, Function Display Keys that supports visually, physically handicapped persons.

6.2 Successful Bidder should also undertake to customize display screens in graphic mode in any language (Hindi, English and Regional Language) and also for touch screen format for all transactions undertaken on ATM. It is the responsibility of Successful Bidder to deploy the display screens in ATM as and when the PURCHASER makes any modifications in ATM without any additional cost in the tenure of the Contract including AMC period, if contracted. The details of Regional Languages will be provided to Successful Bidder.

7 GOVERNMENT/ MANDATE

7.1 All regulatory requirements issued by GOI/RBI/NPCI/ VISA/Master or any regulatory authority till the submission of RFP BID need to be complied by bidder without any extra cost to bank. If any future guideline issued by above mentioned authorities, it will be done on mutually agreed terms.

7.2 Bank may require starting new product/ functionality/ features in future on these machines. Successful Bidder to provide any patch support (if required for such new functionality/feature) in mutually agreed cost during contract period for successful implementation. There should be centralized applying of OS as well as application patches, including Windows patches.

7.3 ATM deployed shall comply with RBI, IBA, EMV, NPCI/PCI/ NFS, Cert-In or any regulatory authorities guidelines as on the Effective date of the agreement. If any new guidelines are issued by these organizations, then for upgradation/updation of software pertaining to ATM for the purpose of enhancing their functionality to meet mandatory compliance from regulatory authorities or by bank with no extra cost to bank. For replacement/ addition of hardware component, if required, to meet mandatory regulatory compliances will be done on mutually agreed terms.

7.4 Successful Bidder should provide one ATM of same configuration / features as a test bed to the Bank free of cost. The same has to be delivered and installed

at address advised by the Bank. The UAT & Preproduction test has to be completed within 30 days of acceptance of purchase order with integration of the switch. The switch compliance certificate has to be obtained from Euronet Switch. The UAT & Preproduction tests signoff has to be done with Bank with reference to the scope

7.5 Successful Bidder has to provide required hardware to implement RBI control measures/Security solution at the rate quoted in commercial bid. Server maintenance will be the responsibility of successful bidder. Bidder should ensure maintenance, monitoring of server along with day to day maintenance of server and address any audit observation given by auditor pertaining to the server without any cost to Bank.

7.6 Hardware to implement RBI control measures/Security solution has to be mandatorily placed at location as decided by the Bank.

8 DELIVERY & INSTALLATION

8.1 Successful Bidder should allow the managed service vendor to carry out First Level Maintenance (FLM) services and other related activities including connecting the alarm system, digital video surveillance system & hooter wiring the ATM.

8.2 Successful Bidder is required to support Managed Service Provider agent installations (if any) and will have to enter into SLA for end user uptime guarantee of minimum 98% in Metro & State Capital Centres, 97% in urban centres & 96% in Semi-Urban & Rural centres (calculated in quarterly basis) for each machine for minimum **7 years (three years warranty & two years AMC+ 2 Years AMC Extension(if extended by Bank))**. Successful Bidder shall also provide remote support to the MSP or Bank for maintaining required upward uptime.

8.3 Successful Bidder should provide, maintain the patch cord (CAT 6 Cable) of required length at the site from I/O port to ATM without any extra cost to Bank during warranty and AMC period. Successful Bidder required to attend the LAN cable issues from I/O port to ATM under warranty and AMC period without any extra cost or visit charges to Bank. The damaged patch cord to be replaced without any extra cost during warranty and AMC period. Bidder should also ensure CD/ATM power point and LAN cables are not visible/fixed in ATM front/customer lobby and end to end concealing of all wires including LAN cable & power supply cables and also if any additional power cable is required it is to be provided by the successful bidder without any additional cost to the bank.

8.4 Successful Bidder should provide all the software and other utilities required for facilitating integration, interface with Digital Image Surveillance Systems, Alarm

Systems, E-Surveillance System, Multi-Vendor Software for these ATM without any additional cost to the Bank.

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

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

9 SHIFTING COST

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

10 EMV INTEGRATION

The ATM must be EMV Chip Enabled at the time of installation.

11 EJ CONNECTION

11.1 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 in warranty & AMC Period, 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.

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

11.3 Successful Bidder will provide Engineer certificate regarding fate of any disputed transaction if required by Bank on T+2 basis (T denotes Date of intimation/call lodge.) without any cost to Bank. If Engineer Certificate is not provided by Successful Bidder within the timeframe, any loss suffered by the Bank will be recovered from Successful Bidder.



Part – V

1. Order Details

The purchase order will be placed by **Head Office, DIT** in the name of selected bidder as per requirement. The payment will be made by Head Office, DIT and the Performance Bank Guarantee for order will be required to be submitted in the same office.

2. Delivery and Installation

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

delivery duly certified by Bank's Officials, along with delivery payment claim letter.

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

3. DISPOSAL OF OLD ATMs

The Bank proposes to offer approximately 120 to 300 ATMs under buyback. The machines under buyback may not necessarily be from the site where new machine is to be installed. The number of ATMs under buyback may not be in the ratio of 1:1 and may be less than 1:1. Successful Bidder must agree to buyback of existing NCR, Vortex and Perto make ATMs on "AS IS WHERE IS" basis, preferably in same district or city. The entire process of removing of old ATMs from the existing sites will be done by Vendor without any extra cost to the Bank.

Wherever necessary, Successful Bidder should also undertake de-installation of existing CDs/ATMs and installation of new ATM on the same day to minimize the downtime of ATMs and handover the hard disk, EPP, Currency cassette of the old ATM to the respective branches. This should be done as part of the project and vendor should take back existing ATM and install the new ATM simultaneously. Bank will release the payment to Successful Bidder after adjustment of the cost of old ATMs/CDs (buyback cost) finalized as per RFP on confirmation of replacement

& removal of old ATMs from sites. The Purchase Order will specify whether it is replacement order under buyback.

In case at the time of machine delivery if space is not available ATM site due to old ATMs, machine may be delivered in branch premises. Successful bidder need to make necessary arrangement for installation of new ATMs by shifting from branch premises to ATM site without any cost to Bank.

Post removal of old ATMs successful bidder need to remove old ATMs from site within a week for disposal.

4. Contract Period:

The tenure of the Contract will be for a period of **60 months** (5 years) effective from the date of from the date of execution of SLA, unless terminated earlier by the Bank by serving 90 days' prior notice in writing to the selected bidder at its own convenience without assigning any reason and without any cost or compensation therefor. However, after the completion of initial period of **60 months** (5 years), the contract may be extended/renewed for further period of 2 years on mutually agreed cost as would be decided by the Bank.

The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving 90 days' notice without assigning any reasons and without any cost or compensation therefor. Any offer falling short of the contract validity period is liable for rejection.

The selected bidder is required to enter into a Service Level Agreement (SLA), the format whereof is to be supplied by the Bank

5. Warranty/AMC/ATS

The Selected Bidder must provide **3 (Three)** year on-site comprehensive warranty for all hardware and peripheral items to be supplied under this RFP covering all parts and labour from the date of installation at the respective locations and **two year AMC (4th Year AMC & 5th Year AMC)**.

During the warranty period Successful 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.

Vendor 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. Vendor must warrant all equipment, accessories, spare parts etc., against any manufacturing defects during the warranty period. During the warranty period Vendor 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.

Annual Maintenance Contract

The machines should be covered under **three-year** comprehensive onsite warranty from date of installation and after expiry of warranty period, AMC for a period of **two years**. Bank may extend AMC for a further period of two years on mutually agreed terms and conditions. During AMC period Bank will pay AMC for ATMs only. The Bank shall not pay any separate AMC charges on any software supplied and installed to meet the requirements of this RFP.

- 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.
- 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-XXVII of RFP.
 - c. **Call lodge details** ATM wise in tabular form and in excel mentioning.
 - ATM ID,
 - Call lodge number,
 - Problem Description,

- o Call lodge date time,
- o Call closure date time,
- o Time elapsed (Between call lodge & call closure),
- o Call type,
- o ATM Status (Working/Not Working)
- o Issue identified,
- o Field Engineer name,
- o Field engineer mobile number and
- o Other relevant information.

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

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

In case Bank decides to enter into Annual Maintenance Contract, Successful Bidder shall ensure that the type of support/maintenance services extended for hardware during the AMC period after the initial comprehensive onsite warranty period is similar to the support/maintenance extended during warranty period.

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, Successful Bidder shall commit himself to service for a minimum period of 7 years, unless the service contract is terminated by the Bank and Successful Bidder will have no right to terminate the contract within this period.

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

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.

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

6. Payment Terms

Orders for ATMs shall be placed by the Head Office-II, BPR & BTD, Salt Lake, Kolkata. Successful Bidder 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.

- a) No advance payment will be made.
- b) 90% of the value of the equipment will be paid after delivery, completion of successful installation of the ATM and the same going live on Bank's network. The payment will be made on receipt of the invoices along with duly certified installation report from the respective Branch Head.
- c) In case any components of the ATM are found to be defective / damaged, payment in respect of such ATM will be withheld by BANK till the defective component or the ATM itself is replaced. Bank's decision as regards replacement of the defective part or the entire ATM shall be final, conclusive and binding on Successful Bidder.
- d) 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.

7. UPTIME

Vendor will classify Maintenance Service calls from Customer in two (2) categories

- **A Calls** i.e. severe defects in Equipment resulting in ATM being completely dis-functional;
- **B Calls** i.e. operational defects in Equipment but unlike Equipment in A Calls ATMs are still functional and usable; and Vendor will use reasonable industrial efforts to respond to agreed response times as set out below (unless otherwise agreed) for:

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

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

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

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

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

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

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

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

8. PENALTY & LIQUIDATED DAMAGES

- o The Bidder shall perform its obligations under the service level agreement entered into with the Bank.
- o If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
- o Bank may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of bidder.
- o ATMs kept down by Vendor for replacement of parts on chargeable basis due to fluctuation in powers, AC not working, damage due to rodents will be considered under downtime and a penalty will be levied accordingly.
- o If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves its right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.
- o SLA violation will attract penalties.

UPTIME MAINTENANCE

Successful Bidder shall ensure uptime of individual ATMs (to be calculated on quarterly basis). If Successful Bidder fails to guarantee the required uptime, the Bank shall, for every one percent or part thereof decreases in guaranteed quarterly uptime for each ATMs/equipment, impose penalty as mentioned below.

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

Successful Bidder will ensure minimum uptime as prescribed above of individual ATMs (to be calculated in quarterly basis) during the contract period. Vendor is expected to submit the uptime report within 7 days after expiry of every quarter. Failure to submit the uptime reports will entitle the Bank to levy the maximum penalty as detailed above from quarterly bill.

The method of booking complaints shall be E-mail, Toll-free no, on line web portal, through onsite support personnel etc. or any other mode as Bank may decide. The complaint should be accepted by Vendor based on branch code/ATM ID/branch name or location and it should be possible to lodge bulk complaints from administrative units also.

Delay if any on account of procurement of spares will not be exempted while reckoning the Service Level Agreement (SLA) uptime is mentioned above.

The above penalty shall be applied for each location separately and shall be deducted from the AMC amount or any other amount payable to Vendor.

In case of down time due to faults in ATMs supplied by the bidder during Warranty and AMC period, the bidder shall ensure to provide equivalent standby equipment before taking the faulty equipment for repair.

During the warranty period: The maximum penalty levied per ATM location shall not be more than the following year AMC amount quoted by Successful Bidder for the location per quarter.

During the AMC period: The maximum penalty levied per ATM location shall not be more than the respective years AMC amount payable, if contacted, for the location per quarter.

During warranty period, the penalty would be recovered from Successful Bidder from the retention amount (Amount kept in terms of BG) or any other payment towards AMC invoice submitted by Successful Bidder.

Bank may recover such amount of penalties due to delay in service from any payment being released to Successful Bidder, irrespective of the fact whether

such payment is relating to this contract or otherwise. The same may be recovered from the payment due towards Successful Bidder or from the retention money at the end of contract period.

EJ PULLING SERVICES AND EJ RECONCILIATION

Successful Bidder 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 ATM. 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.

SPARE PART REPLACEMENT

For spare parts / accessories ordered by the Bank, impacting the operation of ATM, the response and resolution time will be four hours in metro/urban centre and 6 hours at other centre and for all other items which do not impact the operations of the ATMs, two working days. Penalties will be levied @ Rs.300/- per incident per day subject to maximum of Rs 25,000/- for incidents which affect the working/operations of the ATMs 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. No penalties will be levied for delays on account of uncontrollable circumstances in difficult and extremely remote areas. Vendor will have to provide necessary confirmation that delay was beyond their control from the concerned Branch Official / Zonal officials. If vendor fails to resolve the problem within 45 days then Bank may ask to vendor to replace the machine with new machine with same or higher configuration at no extra cost to Bank.

CR CAMERA IMAGES/CCTV FOOTAGES

In case of requirement of any specific image is not provided within stipulated timeframe, 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 SB 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.

9. LIQUIDATED DAMAGE

Notwithstanding Bank's right to cancel the order, liquidated damages at 1% (One percent) of the undelivered portion of the order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the total cost of ownership. Bank will have right to recover these amounts

by any mode such as adjusting from any payments to be made to the Vendor or from the performance Bank Guarantee. Liquidated damages will be calculated per week basis. Dispatch details shall be shared by the vendor regularly after handing over the consignment to the concerned Courier Agency/Indian Postal services.

If the selected Bidder fails to provide any of the services after starting of operations, as per the terms of this RFP, the Bank shall be entitled to charge penalty/ liquidated damages @ 5% of the monthly bill, per week or part thereof.

The Bank reserves its right to recover these amounts by any mode including adjusting from any payments to be made by the Bank to the Bidder. Bank may invoke the Bank Guarantee for further delay in in delivery & migration.

10. Paying Authority

The payment will be made by UCO Bank, BPR & BTD, Head Office – 2, DIT. However, all the payments shall be subject to the performance / delivery of the Services to the satisfaction of the Bank for this purpose.

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.

11. PERFORMANCE BANK GUARANTEE

The selected Bidder shall, within a period of fifteen (15) days from the date of Letter of Intent (LOI)/**Purchase Order (PO)** have to furnish a Performance Bank Guarantee, format as per Annexure – V issued by any scheduled commercial bank (other than UCO Bank) equivalent to 3% of the project cost/**Total Cost of Ownership (TCO)** valid for a period of **63 months (60 months + a claim period of three (3) months)** from the date of Letter of Intent (LOI)/**Purchase Order (PO)** for indemnifying any loss to the Bank.

However, the selected Bidder may have to extend the validity of the Performance Bank Guarantee for a period of AMC/ATS as required by the Bank.

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

Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the selected Bidder is not able to fulfill any and/or all conditions specified in the document or is unable to complete the project within the stipulated time and

such breach remains uncured within such period as mentioned in the Clauses of Termination/**Order Cancellation**. This is independent of the Liquidated Damages (LD) on delivery and installation.

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

In case the Service Level Agreement/Contract is extended, the selected Bidder shall have to submit the Bank Guarantee equivalent to 10% of the project cost/Total Cost of Ownership (TOC) for the extended period along with a claim period of three (3) months.

12. PRICE VALIDITY

The selected bidder will be required to keep the price valid for a period of **twenty-four months** (24 months) from the date of issuance of Purchase Order. There shall be no increase in price for any reason whatsoever during the period of 24 months and 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 – XX** during the price validity period of 24 months.

13. 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.

14. RIGHT TO ALTER QUANTITIES

The Bank reserves the right to alter the number of hardware hardware/software/licenses specified in the tender in the event of changes in plans of the Bank. Any decision of UCO BANK in this regard shall be final, conclusive and binding on the bidder. The bank reserves the right to place order for additional hardware/software/licenses at the agreed price during the contract period with the same terms and conditions. Banks is not obligate to purchase all the quantity of the hardware/software/licenses as mentioned above. Bank reserves the right to alter the quantities at any time not exceeding **25% of the total contract value** without prior notice to the selected bidder(s).

15. 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.

16. AWARD OF CONTRACT

The bidder who qualifies in the technical evaluation will qualify for commercial evaluation. The bidder whose bid has been determined to be responsive and who quotes the lowest price will be treated as L1 Bidder. Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the bidder(s).

17. 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.

18. 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.**

19. Compliance with Laws

The Vendor 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 Contract 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 Occurs or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom.

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, Labour Law, ESIC facility standard, CVC / RBI guidelines.

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 Vendor 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 as amended from time to time or as are or as made applicable in future, pertaining to or applicable to

them, their business, their employees or their obligation's 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 obligation's arising therefrom.

The Vendor 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 Occurs or arise for any default or failure on its part to conform or comply with the above and all other statutory obligation's arising there from and Bank will give notice of any such claim or demand of liability within reasonable time to the Vendor.

The Vendor shall also provide a certificate from Statutory Auditor or Cost Auditor of the Company or from practicing Cost Accountant giving the percentage local contents as defined in PPP order issued by GOI from time to time and applicable for the said procurement/project.

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 maybe which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance, such as:

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

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

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

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

23. Order Cancellation

The Bank reserves its right to cancel/terminate the Order/Agreement in the event of occurrence of one or more of the following circumstances, that are not occasioned due to reasons solely and directly attributable to the Bank alone:

- a) The **selected Bidder/Vendor** commits a breach of any of the terms and conditions of the Letter of Intent/Purchase Order/Agreement;
- b) The selected Bidder/Vendor violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.,;
- c) Serious discrepancy in the quality of service of selected Bidder/Vendor expected during the implementation, rollout and subsequent maintenance process;
- d) The selected Bidder/Vendor goes into liquidation voluntarily or otherwise;
- e) An attachment is levied or continues to be levied upon the selected Bidder/Vendor for a continuous period of 7 days upon the effects of the order;
- f) The progress regarding execution of the order by the selected Bidder/Vendor is found to be unsatisfactory;
- g) Non-compliance by the selected Bidder/Vendor of the scope of the job;
- h) Repetitive failure of the deployed personnel of the **selected** Bidder/Vendor to perform the job to the satisfaction of the Bank;
- i) The selected Bidder/Vendor fails to complete the assignment as per the timelines prescribed in the Work Order/ said Agreement/Contract and the extension, if any allowed.

- j) On the events of data piracy/privacy/system failures/security failures by the selected Bidder/Vendor;
- k) If deductions on account of liquidated damages exceed more than 10% of the total order price.

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

- i. **In case the selected Bidder/Vendor fails to deliver the ordered hardware, software, services and FM resources as stipulated in the delivery schedule, UCO BANK reserves the right to procure these deliverables from alternate sources at the risk, cost and responsibility of the selected Bidder/Vendor with the capping of 125% of the original quoted cost for such deliverable.**
- ii. **If the selected Bidder/Vendor does not perform satisfactorily or delays in execution of contract, UCO Bank reserves the right to get the balance order executed by another party of its choice, in this event the selected Bidder/Vendor is bound to make good with the capping of 125% of the original quoted cost for such deliverable, 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 selected Bidder/Vendor under the contract from any amount outstanding to the credit of the selected Bidder/Vendor, including the bills and /or invoking the Performance Bank Guarantee under this Agreement.
- iv. In case of cancellation of order, any advance payments (except payment against ATS) made by the Bank to the selected Bidder/Vendor for implementation of project, would necessarily have to be returned to the Bank. If the selected Bidder/Vendor fails to return such payment within thirty (30) days, then the selected Bidder/Vendor have to return the amount to the Bank with interest @ 15% per annum, further the selected Bidder/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. The selected Bidder/Vendor shall be liable under this section if the contract/purchase order has been cancelled in case the sum total of penalties and deliverables exceeds 10% of the TCO.

In case of order cancellation/termination, Bank will notify the selected Bidder/Vendor within Ninety (90) days' notice period inclusive of Thirty (30) days cure period before cancellation/termination of the Order/Agreement. However, it is clarified that the notice should specifically contain that the Ninety (90) days period for cancellation is inclusive of cure period of Thirty (30) days, if the selected Bidder/Vendor fails to cure within Thirty (30) days time the notice for cancellation will become absolute. For the sake of clarity, the period of 90 (Ninety) days will begin from the date of receipt of termination/cancellation notice in accordance with Clause no. 43 (in Part-V) of this Agreement. Any other mode of communicating the termination/cancellation of the Agreement will be deemed to be invalid.

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.

24. Indemnity

In consideration of the Bank having agreed to accept our offer in terms of Request for Proposal No. UCO/DIT/316/2022-23 Date: 30.04.2022, we the Bidder herein do hereby agree and undertake that we shall indemnify and keep indemnified the Bank including its respective Directors, Officers and Employees, from and against any claims, demands, actions, proceedings, damages, recoveries, judgments, costs, charges liabilities, losses arising out of all kinds of accidents, destruction, deliberate or otherwise, violation of applicable laws, regulations, guidelines and/or environmental damages, if any, during the contract period or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said RFP and any damage caused from and against all suits and other actions that maybe instituted or preferred against the Bank or which the Bank may have to bear, pay or suffer directly or indirectly due to omission or commission of any act on our part and/or on the part of our employees, representatives, agents and/or associates, sub-contractors in performance of the obligations enumerated under the said Request for Proposal.

We the Bidder further irrevocably and unconditionally agree and undertake to hold the Bank harmless, indemnify and keep the Bank indemnified from any of its following acts and deeds, irrespective of the value, genuineness or enforceability of the aforesaid Contract/Agreement or insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of UCO Bank or us or any other circumstance whatsoever which might otherwise constitute a discharge of the Bidder:

a. material breach of any of the terms of the RFP/ SLA or breach of any representation or false representation or inaccurate statement or assurance or

covenant or warranty or breach of confidentiality etc., of the service provider under these presents and/or Request for Proposal and Service Level Agreement/Contract/Master Service Level Agreement;

b. infringement of any intellectual property right, patents, trademarks, copyrights etc., including any claims of infringement of any third-party copyright, patents or other intellectual property and/or any third party claims on the Bank for malfunctioning of the equipment, software or deliverables or usage of any license, or such other statutory infringement in respect of all components provided to fulfill the scope of work under these presents and/or Request for Proposal and Service Level Agreement/Contract/Master Service Level Agreement;

PROVIDED HOWEVER (i) Bank notifies BIDDER in writing within 15 days of the claim and/ or Bidder is having knowledge of the same and/or reasonably it should be in notice of the bidder (ii) BIDDER will have control of the defense and all related settlement negotiations, however, if Bank, deem fit and proper may take control of the defense (iii) Bank provides BIDDER with the assistance, information, and authority reasonably necessary to perform the above, and (iv) the Bank will not make any statements, admissions or public remarks which may prejudice to the interest of the bidder.

Exclusion:

Bidder shall not be obligated or liable under any provision of this Agreement for any performance problem, claim of infringement or other matter to the extent same is resulting, in whole or in part, from: (i) any modification of any Solution (other than a modification made solely by Bidder); (ii) any use of a Solution in breach of the Agreement; (iii) any combination of the Solution with any other software, hardware, product, technology, data or services; (iv) any use of any version of a Solution other than the Supported Release;

Bank's failure to implement corrections or changes to a Solution provided by Bidder/ Bidder; (vi) Bank's failure to subscribe to support and maintenance if then offered for the Solution; (vii) any Embedded Software; (viii) any transaction processed on behalf of Bank or its affiliates, users, or customers, including any credit, fraud or counterfeit losses; or (ix) any negligence, wrongful act, or breach of the Agreement by Bank or its Authorized Recipients, users or Customers.

"Embedded Software" shall mean embedded or bundled third-party software, including open source software. A 'Release' means the periodic provision of updates or modifications which Bidder, in its discretion, may incorporate into the Solution. A 'Supported Release' shall mean the immediately preceding Release, or other Releases made available in the previous twelve (12) months)

If any infringement claim is raised by any third party or any person, the Bidder will have the following remedial measures at their expenses:

- **modify or replace all or part (s) of the Solution to make it non-infringing;**
- **procure for the Bank the right/license to continue using the Solution; or**
- **remove all or part (s) of the Solution. If the Vendor so removes all or a part (s) of a Solution, then the Vendor shall refund the same to the Bank in proportion, if Bank has paid a one-time upfront initial license fee for the Software.**

However, it is clarified that this remedy will not curtail any of Bank's rights under this Agreement.

c. for any loss or damages caused to the Bank's premises or property, loss of reputation & loss of life etc., solely attributable due to the acts of the Bidder/Bidder's employees, representatives, agents and/or associates;

d. non-compliance of the Bidder with the applicable laws and/or statutory obligations, if any, in performing its duties as a service provider under the said Request for Proposal and Service Level Agreement/Contract/Master Service

Level Agreement;

e. Gross Negligence or wilful misconduct attributable to the Bidder, its employees, representatives, agents and/or associates or any liabilities which pose significant risk;

We shall not enter into any settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the rights, interest and reputation of the Bank (and/or its customers, users and service providers).

Service Provider will not be liable for any loss of profits, revenue, contracts or anticipated savings or and consequential or indirect loss or damages however caused.

All indemnities shall survive notwithstanding the expiry or termination of Service Level Agreement/Contract/Master Service Level Agreement and we shall continue to be liable under the indemnities.

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 previously mentioned Agreement/Contract.

We hereby declare that this Indemnity is in addition to the Liquidated Damages as provided in these presents.

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 and Security Safeguards

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

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 for RFP for Supply, Installation and Maintenance of 300 New ATMs under CAPEX Model. 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 said Agreement/Contract in the event of happening one or more of the following conditions:

- a) Failure of the selected bidder/Vendor to accept the Letter of Intent/Purchase Order and/or failure to furnish the Performance Bank Guarantee within a period of fifteen (15) days of receipt of Letter of Intent/Purchase Order;
- b) Delay in commissioning the Project beyond the specified period;

- c) Delay in completion of the commissioning/implementation and acceptance tests/ checks beyond the specified periods;

Bank will notify the selected bidder/Vendor with Ninety (90) days notice inclusive of a cure period of thirty (30) days before cancellation/termination. However, it is clarified that the notice should specifically contain that the Ninety (90) days period for cancellation is inclusive of a cure period of thirty (30) days, if the Vendor fails to cure within thirty (30) days' time, then the notice for cancellation will become absolute. For the sake of clarity, the period of Ninety (90) days will begin from the date of receipt of termination/cancellation notice in accordance with Clause no. 43 (in Part-V) of this Agreement. Any other mode of communicating termination/cancellation of the Agreement will be deemed to be invalid.

In addition to the cancellation of Purchase Order/said Agreement/Contract, the Bank reserves the right to appropriate the damages through invocation of Performance Bank Guarantee furnished by the selected bidder/Vendor.

Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Vendor 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 six (6) to twelve (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 Vendor 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 Vendor to the Bank or its designate to ensure smooth handover and transitioning of Bank's deliverables, maintenance and facility management.

The reverse transition period may or may not be within the contract period. In case the reverse transition period falls within the contract period, all the terms & conditions, scope of work mentioned in the contract will hold good along with smooth handover and transitioning of Bank's deliverables to the Bank or its designates/nominees and no extra payment shall be paid by the Bank for such reverse transition.

However, if the reverse transition mechanism to be adopted after the expiry of the contract period, the Bank and the Vendor shall together prepare the Reverse Transition Plan for smooth handover and transitioning of Bank's deliverables to the

Bank or its designates/nominees including maintenance and facility management. Though in such case the Bank shall have the sole authority to ascertain whether such Plan has been complied with, but the payment for such reverse transition would be determined on pro rata basis or on mutual consent of the Parties.

30. Termination for Convenience

The Bank, by a written notice for a period of ninety (90) days (both in words and figures) sent to the selected Bidder/Vendor, may terminate the said Agreement/Contract, in whole or in part, at any time at 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 Agreement/Contract is terminated and the date upon which such termination becomes effective.

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.

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.

33. 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.

34. 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.

35. Technical Inspection and Performance Evaluation

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

The bidders will be required to demonstrate the features of the proposed solution covering all the requirements mentioned in the "scope of work" as part of technical evaluation. Non-compliance of any point will lead to rejection of the

bid. Commercial bids of only technically qualified bidders will be opened and evaluated by the Bank.

36. 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.

37. 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.

38. 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.

39. 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).

40. Limitation of Liability

- i. For breach of any obligation mentioned in this document, subject to point no. (iii), in no event the Vendor 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. The **selected Bidder/Vendor** 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 **the loss caused to the Bank.**

iii. The limitations set forth in point no. (i) shall not apply with respect to:

a) claims that are the subject of indemnification pursuant to violation of Intellectual Property Rights and Ownership.

b) **damages occasioned by the gross negligence or wilful misconduct of selected Bidder/Vendor.**

c) damages occasioned by the **selected Bidder/Vendor** for breach of confidentiality obligations.

d) Regulatory or statutory **penalty** imposed by the Government or **any** Regulatory agency or non-compliance of statutory or regulatory guidelines applicable to the **Project.**

iv) **The selected Bidder/Vendor will not be liable for any loss of profits, revenue, contracts or anticipated savings or and consequential or indirect loss or damages however caused.**



“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.

41. 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.

42. 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.

43. Blacklisting

Grounds 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, wilful 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. "

44. 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.

45. Notices

Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

Tender offer forwarding letter

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

Dear Sir,

Sub: RFP for Supply, Installation and Maintenance of 300 New ATMs under CAPEX Model

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 RFP for Supply, Installation and Maintenance of 300 New ATMs under CAPEX Model, 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 RFP for Supply, Installation and Maintenance of 300 New ATMs under CAPEX Model as per the terms & conditions of your purchase orders.

In the event of our selection by the Bank for undertaking RFP for Supply, Installation and Maintenance of 300 New ATMs under CAPEX Model, we will submit a Performance Guarantee for a sum equivalent to 3% of the project cost for a period of 05 years effective from the month of execution of Service Level Agreement in favour of UCO Bank.

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

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

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

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

1. DD No. Dated for Rs. 40,000/- (Rupees Forty thousand Only) as Cost of RFP Document &
2. EMD NO.for Rs. 50,00,000/- (Rs. Fifty Lakh) in the form of bank guarantee.

Dated this day of 2022

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. Share holding pattern:
6. Major change in Management in last three years
7. Names of Banker /s

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

	2018-19	2019-20	2020-21
Net Worth			
Turnover			
Net Profit (Profit After Tax)			

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

- Description of service :
- Details of similar service provided:

Details of Experience in the field of (Supply, Installation & Maintenance of 300 Nos. of New ATMs Under CAPEX Model)

Institutions		
Name of Organization	Period	
	From	To

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

Place:

Date:

AUTHORISED SIGNATORY

Name:

Designation:

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

Original Equipment Manufacturer (OEM)

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

Dear Sir,

Ref: RFP for Supply, Installation and Maintenance of 300 New ATMs under CAPEX Model

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 UCO/DIT/316/2022-23 Date: 30.04.2022 and the contract for the equipment and services offered for supply against this RFP No. UCO/DIT/316/2022-23 Date: 30.04.2022 By the above-mentioned Bidder, and hereby undertake to perform the obligations as set out in the RFP No. UCO/DIT/316/2022-23 Date: 30.04.2022 In respect of such equipment 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

Authorized 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 EARNEST MONEY DEPOSIT (EMD)

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

Dear Sir,

Ref: RFP for Supply, Installation and Maintenance of 300 New ATMs under CAPEX Model

In response to your invitation to respond to your RFP for Supply, Installation and Maintenance of 300 New ATMs under CAPEX Model, M/s _____ having their registered office at _____ (hereinafter called the 'Vendor') wish to respond to the said Request for Proposal (RFP) for self and other associated vendors and submit the proposal for Supply, Installation and Maintenance of 300 New ATMs under CAPEX Model and to provide related services as listed in the RFP document.



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

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

If the Vendor withdraws his proposal during the period of the proposal validity;

Or

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

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

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed ` _____
(Rupees ____ only).
2. This Bank guarantee will be valid up to ____; and
3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before_____.

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

Yours faithfully,

For and on behalf of

_____ Bank

Authorised official

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

यूको बैंक  UCO BANK

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** _____, a Company incorporated under the Companies Act, 1956 having its registered office at (Address of the selected bidder company) (hereinafter called "the said SELECTED BIDDER") from the demand, under the terms and conditions of UCO BANK's purchase order/ Letter of Intent bearing no.dated..... issued to the Selected bidder and an Agreement to be made between UCO Bank and the Selected bidder 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 SELECTED BIDDER 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 [SELECTED BIDDER] 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 SELECTED BIDDER 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 SELECTED BIDDER of any of the terms or conditions contained in the said Agreement or by reason of the SELECTED BIDDER'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 SELECTED BIDDER 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 SELECTED BIDDER for payment there under and the SELECTED BIDDER 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 SELECTED BIDDER 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 SELECTED BIDDER from time or to postpone for any time, or from time to time any of the powers exercisable by UCO BANK against the said SELECTED BIDDER 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 SELECTED BIDDER or for any forbearance, act or omission on the part of UCO BANK of any indulgence by UCO BANK to the said SELECTED BIDDER 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 SELECTED BIDDER.

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

Notwithstanding anything contained herein:

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

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

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

Yours' faithfully,

For and on behalf of

_____ Bank

Authorized Official

NOTE:

1. Selected bidder 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 FOR NON-BLACKLISTING / NON-DEBARMENT OF THE BIDDER
TO BE STAMPED AS A DECLARATION & DULY ATTESTED BY A NOTARY**

Sub: RFP for Supply, Installation and Maintenance of 300 New ATMs under CAPEX Model

- 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/terminated /under termination/ issued any letter of termination by.....(Name of the Authority who blacklisted/debarred/ terminated /under termination/ issued any letter of termination) from taking part in their Tender/Procurement for a period ofyears 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

सबको बैंक UCO BANK

Undertaking to abide by all by-laws / rules / regulations

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

To,
The Deputy General Manager (DIT, BPR & BTD),
UCO Bank, Head Office-II
Department of Information Technology,
5th 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: UCO/DIT/316/2022-23 Date: 30/04/2022 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 _____, 2022 .

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 & BTD)
UCO Bank, Head Office-II
Department of Information Technology
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064

Sir,

Sub: RFP for Supply, Installation and Maintenance of 300 New ATMs under CAPEX Model

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

In this regard we confirm that the employees engaged by our Company to carryout the services in your bank for the above said contract are paid minimum wages / salaries as stipulated in the Government (Central / State) Minimum Wages / Salaries act in force. All the employees/operator deployed by the 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,
Deputy General Manager (DIT, BPR & BTD)
UCO Bank, Head Office-II
Department of Information Technology
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064

Dear Sir,

Sub: RFP for Supply, Installation and Maintenance of 300 New ATMs under CAPEX Model

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

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

Yours faithfully,



For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

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

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

Dear Sir,

Sub: RFP for Supply, Installation and Maintenance of 300 New ATMs under CAPEX Model

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.

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.

Yours faithfully,

For.....

(Signature and seal of authorized person)

Place:

Date:

Undertaking for No Deviation

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

Dear Sir,

Sub: RFP for Supply, Installation and Maintenance of 300 New ATMs under CAPEX Model

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

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

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:

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

	2018-19	2019-20	2020-21
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:

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 Supply, Installation and Maintenance of 300 New ATMs under CAPEX Model 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, Installation and Maintenance of 300 New ATMs under CAPEX Model 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) (IEMs) 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).
- (v) Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
- (vi) 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.
- (vii) Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary.

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

Place:

Date:

BIDDER /SELLER

Signature:

Authorized Signatory (*)

Witness:
(Name & Address)

Witness:
(Name & Address)



NON-DISCLOSURE AGREEMENT

(Confirmation of format should be enclosed with technical bid. Agreement to be executed on non-judicial stamp paper of requisite value by the selected bidder only,)

This Non-Disclosure Agreement is entered into on this day of..... 2022

BETWEEN

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

AND

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

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

WHEREAS the Vendor/Receiving Party is inter alia engaged for Supply, Installation and Maintenance of 300 New ATMs under CAPEX Model as per the terms and conditions specified in the RFP Ref. No: UCO/DIT/316/2021-22 Date: 30.04.2022. The Vendor/Receiving Party would be the single point of contact for this project.

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

WHEREAS the Parties presently desire to discuss and/or consult with each other's business for the purposes of entering into Agreements for Supply, Installation and Maintenance of 300 New ATMs under CAPEX Model

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

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

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

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

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



3. Restrictions. Subject to the provisions of paragraph 4 below, the Party receiving Confidential Information (the “**Receiving Party**”) shall, for contract period of 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.

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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 at city of Head Office of member Bank. 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/lack 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 at City of Head office of Individual member Bank in India.

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

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 bidder)

Signature: _____

Name: _____

Designation: _____

Date: _____

ELIGIBILITY COMPLIANCE

Sl.	Criteria	Proof of documents to 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>OR</p> <p>Companies/Firm registered as MSME Entrepreneur & still categorized as MSME as on RFP submission date.</p> <p>Bidder/Partner/Investor must adhere cross border sharing/FDI/FEMA and other regulatory guidelines of Govt. of India.</p> <p>The bidder should not be a subsidiary of a foreign company.</p>	<ol style="list-style-type: none"> 1. Certificate of Incorporation issued by Registrar of Companies along with 2. Copies of Memorandum of Association 3. Copies of Articles of Association 4. Shareholding pattern 5. PAN, TAN, GSTIN Certificate and any other tax related document if applicable is required to be submitted along with the eligibility bid. <p>Registration from DIC, KVIB, NSIC, KVIC, DIHH, UAA or any other body specified by Ministry of MSME.</p> <p>In case of partnership firms, Deed of Partnership should be submitted. Registration from DIC, KVIB, NSIC, KVIC, DIHH, UAA or any other body specified by Ministry of MSME.</p>	
2	<p>The bidder should be an OEM or their authorized representative in India. In case OEM participates in the tender process directly, authorized representative will not be permitted to participate in the same tender process.</p>	<p>An authorization letter from OEM (MAF) to this effect should be furnished as per Annexure - III.</p> <p>This letter should specify that in case authorized representative is not able to perform obligations as per contract during contract period, the OEM would</p>	

		provide the same.	
3	The bidder submitting the offer should have positive net worth in each of the last three financial years i.e. 2018-19, 2019-20 & 2020-21	Copy of the audited balance sheet, certificate from the Chartered Accountant (in case of Provisional Balance Sheet of the company showing profit, net-worth and turnover of the company for the consecutive last three financial years i.e. 2018-19, 2019-20 & 2020-21 should be submitted.	
4	The bidder should have a minimum annual turnover of Rs. 50 Crore per year during the last three financial years i.e. 2018-19, 2019-20 & 2020-21.		
5	The bidder should have minimum three years of experience in supply, installation & maintenance of ATMs in any Scheduled Commercial Bank during the last three years.	Documentary evidence with relevant copies of Purchase Order/SLA along with Completion Certificates / Installation Reports / Project Sign-Offs, payment invoices including names of clients with Phone and Fax numbers, E-Mail IDs etc. should be submitted.	
6	Presently Bank is having 2021 CAPEX ATMs. OEM who has supplied 60% or more of the existing CAPEX ATMs are not eligible to participate in this RFP.	Declaration from OEM mentioning the total nos. of ATMs supplied to UCO Bank to be submitted by the bidder subject to verification by Bank.	
7	Bidder should have executed the total order for at least 500 ATMs in Public/Private Sector scheduled commercial Banks in India during the last three years collectively.	Documentary evidence with relevant copies of Purchase Order/SLA along with Completion Certificates / Installation Reports / Project Sign-Offs, payment invoices including names of clients with Phone and Fax numbers, E-Mail IDs etc. should be submitted.	
8	Out of the above at least 300 ATMs must be of the same make which is being offered and should be supplied in any Schedule Commercial Bank in India.		
9	The bidder should have at least 50	The bidder should submit detailed list of such support	

	<p>service centres across the country covering all the Zonal offices of the Bank given as Annexure-XXVIII. List of service centres to be enclosed by the bidder as per Annexure - XXIX of RFP document. In case Service centre is not available at above mentioned locations, an undertaking to submit mentioning expansion plan of service centres to that location(s).</p>	<p>centers across India covering the locations.</p>	
10	<p>Bidder should not have been debarred / black-listed/ terminated /under termination/ issued any letter of termination by any Bank or RBI or any other regulatory authority or Financial Institutions in India as on date of RFP submission.</p>	<p>Undertaking to that effect should be submitted as per Annexure-VI.</p>	
11	<p>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>	<p>Self-declaration to this effect on the company's letterhead should be submitted.</p>	

Technical Specification

All the solutions sought in technical specification must be provided as end-to-end solution. The participating bidder should provide its compliance (Yes / No) for each of the line items mentioned in **Scope of Work (Part – IV)** of this RFP to be eligible for evaluation of Commercial Bids

Sl. No.	Features	Specification Offered	Compliance (Y/N)
1	Description of ATMs		
1.2	Model No		
1.3	Manufactured by		
1.4	Is the model quoted is the latest available internationally?		
1.5	ATM compatible with any regulated power supply (conventional UPS and solar UPS)		
1.6	ATM is capable of working without air-condition environment also in Indian Climate.		
2	Protocol		
2.1	ATM must support the TCP/IP protocol		
2.2	ATM should support DDC, NDC, any other standard compatible drivers required for communication with the switch.		
3	Currency Chest Physical, Mechanical & General Specifications		
3.1	UL291 Level 1 or higher/CEN L or higher Certified Secure Chest or higher(Certificate issued in favour of Successful Bidder by these agencies to be provided by Successful Bidder as part of the bid document). The body of the ATM safe should have torch & tool Resistance material which offers strong resistance and delays the breaching efforts considerably.		
3.2	ISO certificate for manufacturing process for the production unit/facility of the ATM machines.		
3.3	Certificate of PA DSS		
3.4	Resistance to Fire/Water/Temperature		
3.5	Provision for external alarm system		
3.6	S&G/Perto model dual electronic combination lock of 6+6 digits or higher with key, having one-time combination (OTC) and audit trail without any hardware change. Keys required to operate the lock in OTC mode should be provided by successful bidder without any cost to Bank. Password to be changed at the time of installation of ATM and should be mentioned ATM installation		

Sl. No.	Features	Specification Offered	Compliance (Y/N)
	report..		
3.7	OTC required to be activated by Successful Bidder at the time of installation. In case OTC not activated at the time of installation, it is responsibility of successful bidder to activate the lock to operate through OTC mode in due course without any cost to the Bank.		
3.8	The ATMs must have sensors capable to monitor the following: Chest Door Status, Duress Status, Temperature status, Vibration status, and Burglary Alarm. There must be a mechanism by which these sensors can be connected to a hooter or LED indicators, kept away from the ATMs without any cost to the bank.		
3.9	Alarm sensors for temperature status, vibration status and chest open status while sending signal/messages to Switch/Management Centre.		
3.10	Locking mechanism to comply with all international standards like UL, etc.		
4	SMPS		
4.1	In-built SMPS to work on 230 V 50 Hz power supply		
4.2	Support input voltage of 230 V AC/50 HZ with +/- 5% variation		
4.3	ATMs should have cut-off circuit, Isolator to protect the critical ATM electrical and electronic parts viz. SMPS, Mother Board, hard Disk, Sensors etc. from sudden spikes in voltage/current from UPS/RAW power.		
4.4	ATM 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.		
5	Dispenser		
5.1	Friction/Vacuum pickup/Robotic arm based technology		
5.2	Multimedia Dispensing capability (Cash, coupons, stamps, vouchers etc.)		
5.3	Capability to dispense used and mixed currency notes.		
5.4	Capability to Dispense 40 or above notes at time. Vendor to mention dispensing capacity for ATMs. Presenter type is required.		
5.5	Minimum dispensing speed of 5 or more notes		

Sl. No.	Features	Specification Offered	Compliance (Y/N)
	per second.		
5.6	Four High double Pick Module with 4 cassettes configuration and should be capable of working even with 2 cassettes. All the four cassettes should be able to dispense cash and configured accordingly at the time of installation		
5.7	Minimum 4 programmable secured cassettes with lock and separate key and 1 lockable purge bin. The currency Cassette should preferably be 'Make in India' having standard / convenience type with all safety provisions for external sealing lock. An extra of 4 programmable secured cassettes with lock and separate key and 1 lockable purge bin to be provided per ATM for implementation of cassette swap system.		
5.8	Secure Divert cassette bin with lock and key. (The currency Cassette should be standard / convenience type with all safety provisions for external sealing lock		
5.9	Minimum capacity of cassette should be 2500 notes.		
5.10	Currency bin/Cassettes tamper indication.		
5.11	Dispensed notes to be presented to the customer in one bunch. Presenter module required.		
5.12	All cassettes to be capable of holding and dispensing 50, 100, 200, 500, 2000 denomination legal tender notes. If there is any new currency introduced by RBI in future, corresponding currency cassettes should be calibrated along-with ATMs without any additional cost to the Bank. The dispenser should have Additional Divert Cassette for rejected notes. The bidder will provision for old & new 50 & 100 denomination in Currency cassette and same should be configurable on branch request during Preventive maintenance or engineer branch visit without any cost to bank.		
5.13	Indication of proper insertion of cassettes		
5.14	Should have sensor to send message for low-cash supply to the ATM Switch		
5.15	ATMs deployed shall comply with RBI, IBA, guidelines as on the Effective date of the agreement. If any new guidelines are issued by these organizations, Successful Bidder shall		

Sl. No.	Features	Specification Offered	Compliance (Y/N)
	arrange for upgradation/updation of software pertaining to ATM for the purpose of enhancing their functionality to meet mandatory compliance from regulatory authorities or by bank with no extra cost to bank. For replacement/ addition of hardware component, if required, to meet mandatory regulatory compliances will be done on mutually agreed terms.		
5.16	The dispenser should be capable of handling soiled but issuable and mixed currencies as well as retract and purge capability with cash retraction disabled currently.		
5.17	Cash dispense should support cash retraction as per guidelines of RBI.		
6	Card Reader		
6.1	Hybrid Dip Reader for EMV Chip Smart Card and magnetic strip cards. ATM should be ready for reading EMV chip data from EMV card with required integrated software. (Vendor to submit EMV compliance certificate) Card reader should be compliant with EMV latest specification including hardware & software licenses. It will be the responsibility of the selected bidder to implement EMV including testing certification, co-coordinating with switch, enabling the same in individual ATM.		
6.2	Anti-skimming solution Comprehensive skimming protection solution with the following features should be provided:- 1) Senses unauthorized attachment of any device on the card reader module, 2) Sends the signal to switch and further to the Remote ATM Management Centre of Successful Bidder, 3) Capable of enabling the switch and/or Remote ATM Management Centre to put the machine Out-Of-Service as well as block the card reader from accepting any more card insertions for the duration specified by the Bank. 4) Block the card reader entry to the card reader slot when such suspicious activity happens. 5) It should also have the provision to sense any suspicious cloning activity attempted		

Sl. No.	Features	Specification Offered	Compliance (Y/N)
	through insertion of wire or similar mechanism in the ATM machine. 6) The ATM must have Pin Shield/ Pin Guard to prevent shoulder surfing attack. The Pin shield/Pin Guard should capable to obstruct the view of Pin pad from three sides as well as from top. It should also prevent Pin capture through Infrared enabled camera.		
6.3	Conformance to VISA / MasterCard / RuPay / Discover / Maestro/ AMEX/ JCB & Union Pay / Diner standards Cards.		
6.4	EMV version 4.3 or later, as certified for SMART card.		
6.5	Software/firmware/license for using SMART card on ATM		
6.6	ATM should be capable using any Bank's Debit / Credit cards, without cards, using Aadhaar based authentications through biometric also. ATM should recognize the Chip cards which includes EMV Cards, Biometric authentication and accordingly display the screen, voice prompts. In future if biometric reader is required by the Bank, vendor has to provide with required hardware /software at mutually agreed price.		
6.7	The card reader should be capable of reading tracks one, two and three as per ISO standard or RuPay/ Master/ Visa Card format.		
6.8	EMV Level 1 and 2 compliance version 4.0 or later.		
6.9	Conformance to VISA/MASTERCARD/RuPay card EMV's latest specification; mention the version readiness for both the levels, Level 1 (for Card Reader Hardware) & Level 2 (for Application Software). It will be responsibility of Successful Bidder to ensure the conformance to VISA Card EMV's latest specification mention the version readiness for both the levels, Level 1 and Level 2.		
6.10	End to end integration at ATM to generate and display dynamic QR code by installing an agent and/or changes application to facilitate Interoperable Cardless Cash Withdrawal (ICCW) by bidder without any cost to Bank.		
7	Terminal Processor		
7.1	Intel Core i5 processor 6th Generation or higher, with minimum clock speed of 2.3 GHz		

Sl. No.	Features	Specification Offered	Compliance (Y/N)
	or higher with minimum 3MB cache.		
7.2	8 GB DDR4 RAM or higher and Upgradable to 16GB RAM.		
7.3	Microsoft Windows 10 or higher with latest service pack and patches capable of multi-tasking real time operations and software to control all activities of the ATM. Windows Operating System should be upgraded with latest version as and when required and mandated at no extra cost to Bank. Windows 10 OS should be upgradable to Windows 11 as the need arises at no cost to Bank.		
7.4	There should be centralized applying of latest service pack and patches including Windows patches in ATMs on timely manner as and when required during the Warranty and AMC period. This job has to be done as a part of Warranty and AMC support services, without any extra cost to the Bank.		
7.4	(Windows 10 or higher) OS to be hardened to allow only the required services/ports and block all other services/ports to prevent all external virus attacks on the ATMs.		
7.5	OS hardening (with Firewall) and should protect against unauthorized booting from alternative media & an access to ATM hard disk. ATM should be adequately hardened and only white listed necessary services run in the system (White listing of applications). No malware including viruses, worms and Trojans enter and Affect the system. ATM should be pre-installed with whitelisting application solutions. Successful Bidder must provide Whitelisting solution with following features- 1) The solution must ensure that only "whitelisted" applications run on the ATM. 2) The solution must prevent the execution of any non-whitelisted files on the machine vendor to provide standard whitelisting solution which should meet above requirements and should come preloaded in the ATMs to be supplied and installed by Successful Bidder.		
7.6	Motherboard to be compatible with specifications given in clause number 7.1 & 7.2.		

Sl. No.	Features	Specification Offered	Compliance (Y/N)
7.7	Minimum 500 GB or higher SSD for OS and required applications. Minimum 1 TB or higher SATA/e-SATA HDD(For camera Image) or SSD hard disk with equivalent size.		
7.8	Minimum 2 USB ports at front side & rest all USB ports may be provision at back side. (Machine should have the compatibility so as to support the functionality and specification defined in the RFP.)		
7.9	Triple DES with encryption and validation software-capable of Remote Key Management		
7.10	Support AES (Advanced Encryption Standard) in future without any additional hardware changes		
7.11	The ATM should have Triple DES Encryption which is RuPay/ VISA / MASTERCARD/ Maestro/ AMEX/ Diner/JCB & Union Pay compliant. It should have remote key download, TRIPLE DES chip with encryption, verification and validation software. Should support AES without any additional hardware.		
7.12	The ATM supplied by Successful Bidder should support remote downloading of screens and remote loading of security keys.		
7.13	MPEG full video with voice guidance support to play both MPEG and wave / sound file. Internal Speakers required.		
7.14	Software support to MPEG full motion video as part of the multimedia capability on the ATMs.		
7.15	10/100 Mbps Speed LAN Card (IPV 6 Compliant)		
7.16	Capable of Voice guidance to customer and slot for connecting head phone, PIN authentication		
8	Visual display Unit		
8.1	SVGA compliant 15" (Fifteen Inch) and above colour LCD Display with touch screen monitor with 1024x768 resolution.		
8.2	Monitor should be capable of displaying graphic features such as animation, blinking, fade-in fade-out, sprinkle, horizontal & vertical scrolling and time & date		
8.3	Vandal proof screen with privacy filter to be provided		
8.4	Touch Screen should be of sturdy make. In the		

Sl. No.	Features	Specification Offered	Compliance (Y/N)
	event of non-working of touchscreen bidder shall replace the same. This need be done as a part of Warranty and AMC support services, without any extra cost to the Bank.		
8.6	ATMs should have privacy screen filter which enables the view of the ATM screen only to the customer standing in front of the ATM.		
8.7	PIN authentication to be provided		
8.8	Tri-lingual screen support should be available.		
8.9	Capable of Voice guidance to customer & digitalized WAV files in Indian accent for the same in all the three languages to be provided by Successful Bidder as per the Annexure XXVI of this RFP in consultation with the Bank at no additional cost.		
8.10.	There should be support for text to speech for full-fledged voice guidance in case Bank wishes to implement voice guidance solution.		
8.11	Internal fixed speakers for customer guidance to be provided		
8.12	Ear phone jack to be provided and should be compatible with 3.5 mm jack of 3 pole as well as 4 pole		
8.13	The Voice guidance solution should be enabled and be activated with insertion of earphone jack into the given slot by the cardholder. This should be in line with IBA/Govt. of India guidelines for enabling visually impaired persons to transact at ATM.		
8.14	Adherence to Persons with Disability standards compliance and; ADA and Access For All (AFA) compliant and suitable for wheel chair based operation for physically challenged.		
9	EPP PIN PAD		
9.1	The PIN PAD must be rugged spill proof Triple DES enabled with polycarbonate tactile/ stainless steel 16 key alpha/numeric (EPP PIN pads) Keys. EPP Keypad to be PCI version 5.x or later compliant, Supporting Remote Key Management loading feature, Access For All (AFA) Standards, Physical Protection as per "PIN Protection Principles and Techniques" (PIN Shield) and approved Algorithm(s) for PIN Encryption. Support advanced Encryption Standard in future without any additional hardware. (PCI version 3.x or later, certificate to be submitted)		

Sl. No.	Features	Specification Offered	Compliance (Y/N)
9.2	Rugged spill proof Triple DES enabled Keyboard with Poly Carbonate tactile / stainless steel EPP pin pad keys EPP keys to be PCI compliant with sealed metal key pads as per industry standard.		
9.3	Must be Triple DES Compliant for RuPay, MasterCard, Maestro, AMEX, VISA, Diner and EMV card standards		
9.4	EPP keypad should be in conformance to PCI version 5.x or above and ADA compliant with sealed metal keypad. Vendor to submit the Certificate for conformance to any of the international standards should be attached along with the offer		
9.5	EPP Keypad should support Remote Key Management.		
9.6	EPP should be designed so as to prevent overlaying of fake pin pad. Forcible removal of EPP should bring the machine down, resulting in loss of data stored in the EPP, so as to prevent compromise even with high end decryption. Please provide details of the technology/solution.		
9.7	The PIN Pad must also meet MASTERCARD/ Maestro/AMEX/RuPay/Visa/JCB/ Union PAY/Diner 3.x requirements on Tamper Resistant Security Module which enables automatic destruction of Secret keys in case of attempt to interface with the encryption system.		
9.8	Conformance to PCI version 5.x or above EPP Standards which should also support RuPay, VISA, MASTERCARD, Maestro, AMEX, JCB, Union PAY & Diner cards.		
9.9	The Machine must have Pin Shield/ Pin Guard to prevent shoulder surfing attack. The Pin shield/Pin Guard should capable to obstruct the view of Pin pad from three sides as well as from top. It should also prevent Pin capture through Infrared enable camera.		
9.10	Braille Numeric Keypad with 16 keys /AFA complied keypad		
9.11	Keyboard / Pin Entry Device (PED) must be Braille enabled so that visually impaired persons can also be able to operate without any difficulty and have passed testing by Payment Card Industry (PCI), RuPay, Visa, MasterCard, Maestro, AMEX, JCB, Union PAY		

Sl. No.	Features	Specification Offered	Compliance (Y/N)
	and Diner recognized laboratory and approved by PCI, VISA, MasterCard, Maestro, AMEX, RuPay, JCB, Union PAY Diner and all major payment gateways.		
9.12	Rear view mirrors should allow ATMs users to see what is happening behind him when he/she enters the PIN (Shoulder surfing). All ATMs should have rear mirrors covering majority area of ATM site.		
10	Receipt Printers		
10.2	Bank will prefer not to print image in transaction slip. If for receipt image is required, then same need to be done by bidder. Translation of English for regional language will be provided by Bank.		
10.3	The printer must be able to cut the paper and push the receipt out of a slot provided on the ATM fascia.		
10.4	Capacity to hold 400m roll for printing approximately 5000 Transactions		
10.5	The ATM should have the capability to support multilingual customer receipt printing as per customers choice of language		
11	Journal Printers		
11.2	Electronic journal to be also written on ATM hard disk		
11.4	There should be low media warning for items viz. bills, , consumer receipts etc.		
11.5	ATMs must be enabled for Electronic Journal. ATMs must be capable of reporting low warning message like Receipt Printer.		
11.6	Provision to store transaction details in the hard disk as per standard format prescribed by NPCI / RBI and mechanism to retrieve the data from the hard disk at any point of time		
12	Software & Connectivity		
12.1	Should be capable of connecting with Bank's ATM Switch.		
12.2	Should have Network Interface Card and be able to connect to any type of Ethernet network switch.		
12.3	Should support TCP/ IP, IPV4 & IPV6		
12.4	ATM must Support TLS 1.2, 1.3 or higher version for end to end communication between CD/ATM and Switch/load balancer and the communication channel should be in encrypted format with advance encryption technique and shall keep latest technology abreast at all times as advised by the Bank		

Sl. No.	Features	Specification Offered	Compliance (Y/N)
	and Regulatory Authorities from time to time. Successful bidder shall provide required software, to implement the same without any cost.		
12.5	As and when required, Bank will provide TLS certificate however bidder need to provide software to distribute and update this certificate centrally in ATM machine without any cost to bank. If centrally not updated and visit required bidder need to update the same without any cost to Bank.		
12.6	The model must support downloading of screens		
12.7	WOSA/XFS(CEN/XFS) layer with all device drivers		
12.8	The software should be capable of performing multifarious functions listed above and elsewhere in this document		
12.9	Capability to support MPEG full motion video		
12.10	The software should have the utility for converting files containing transaction details into ASCII format		
12.11	Should connect to the existing switch using NDC/DDC device handler. As and when BIS comes up with an alternate Indian Standard device handler, Successful Bidder must provide upgrade to this standard free of charge.		
12.12	Should be capable of being connected to Bank's Financial Transaction Switch and switch of other networks- using existing device handlers at no additional cost to the bank.		
12.13	The software should be capable of performing multifarious functions and interface should facilitate all Admin, Recon and MIS functions.		
12.14	Software should be preloaded with CEN 3.0 complaint XFS or Equivalent with cross vendor support.		
12.15	The software roadmap should include support for remote key transport and XFS as well as IFX message standards		
12.16	Software for Electronic Journal pulling supplied by Bank /Third Party should be supported and installation and maintenance has to be done by Successful Bidder without any additional cost to the Bank.		
12.17	The ATM should be capable of supporting a		

Sl. No.	Features	Specification Offered	Compliance (Y/N)
	third party software agent such as SDMS/Radia/InfoBase etc.		
12.18	Successful Bidder should also agree to install any third party software selected by the bank for EJ pulling at no extra cost to the bank as and when required.		
12.19	Should also provide support for third party software and upgradation and distribution at no extra cost to the bank.		
12.20	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. EJ viewer should be available in ATM machine.		
12.21	Should have Software for reading the EMV chip cards with EMV version 4.3 or higher. (Vendor to submit EMV compliance certificate)		
13	Terminal security solution includes Access Management, Operating System Hardening, Hard disk encryption and whitelisting solution		
13.1	System Hardening /Terminal Security Solutions		
13.1.1	The terminal security solution should be monitored & controlled through centralized server and should work with any standard ATM agent monitoring solution.		
13.1.2	The Solution should support Various map and views with filtering capabilities for instant access to security status of terminals/devices.		
13.1.3	The solution should support - Deploy and update Security Policies and configurations.		
13.1.4	The solution shall not have performance impact of the existing ATM and their peripheral devices and performance.		
13.1.5	The solution shall be able to disable Auto-run facility of exe file from a network or a USB port.		
13.1.6	The solution shall be able to set Windows Password Centrally. BIOS should be enabled in the Machine.		
13.1.7	The solution should support - Deploy and update Security Policies and configurations.		
13.1.8	The solution should support -Health information of various Security software products can be retrieved promptly to support any analysis.		
13.1.9	The solution should provide SMS/E-Mail alerts for significant / critical events/changes.		

Sl. No.	Features	Specification Offered	Compliance (Y/N)
13.1.10	The solution should allow for the remote management of user credential according to strong password and industry requirements.		
13.1.11	It should allow an administrator to define different roles for various users & groups and assign each of them specific user rights.		
13.1.12	The solution should provide additional hardening capability to the operating system, irrespective of the OEM (which is based on ATM industry best practices).		
13.1.13	Effective, state-of-the-art protection against various Microsoft OS access related threats.		
13.1.14	During policy distribution to the ATM's, the hardening policies should be protected against manipulation (policy files should be encrypted)		
13.1.15	The solution should support –Detailed Event and Log information available along with hardware information for a complete picture of a device's actual status.		
13.1.16	All ATMs should be adequately hardened and only white listed necessary services should run on the machines. No malware including viruses, worms & Trojans should be able to enter the machine and affect the ATM and the network.		
13.1.17	ATMs should be pre-installed with whitelisting application solutions. Successful Bidder must provide Whitelisting solution with following features: 1. The solution must ensure that only "Whitelisted" applications run on the ATMs. 2. The solution must prevent the execution of any non- whitelisted files on the machine. Vendor to provide standard whitelisting solution from companies of repute like Symantec, Norton, McAfee etc. or any other industry standard whitelisting solution which would meet above requirements and should come preloaded in the ATMs to be supplied and installed by successful vendor.		
13.1.18	ATMs should have enabled dynamic windows password.		
13.1.19	ATMs should have enabled BIOS password.		
13.1.20	Auto run facility of exe file from a network or a USB port should be disabled.		
13.1.21	The solution should allow for the remote user management		

Sl. No.	Features	Specification Offered	Compliance (Y/N)
13.1.22	The solution should support One Time expiring passwords.		
13.1.23	The solution should support online and offline password management.		
13.1.24	The solution shall be managed from a central point of management.		
13.1.25	The solution should be able to dynamically change the hardening policy of the OS on the ATM.		
13.1.26	The solution should be able to block USB ports on the ATM through centralized Control.		
13.1.27	OS Hardening solutions should support user (role based) access to the terminals based on tokens (no need to distributed user credentials)		
13.1.28	The solution should have a user Interface to be able to customize and manage the hardening policies		
13.1.29	The Operating System Hardening should be managed and administered centrally		
13.1.30	During policy distribution to the ATM's, the hardening policies should be protected against manipulation.		
13.1.31	The hardening solution should also be incorporated to browsers and other software components running on self-service terminals e.g. personal firewalls, IP-address / port management.		
13.1.32	The solutions should protect against malware being injected on to the machine and any other unauthorized Software installations. Via local means e.g. USB drive, CDROM etc.		
13.1.33	The solution should protect against the unauthorized updating / changing of configuration – property files		
13.1.34	The solution should have firewall functionality		
13.1.35	The solution should be capable of identifying behavior anomalies within the ATM software		
13.2	Hard Disk Encryption		
13.2.1	The system should not require any human intervention (like manual password entry).		
13.2.2	Encryption of all data (user files as well as system files) from an ATM's hard disk.		
13.2.3	The solution should enable for an exact status of disk encryption to be retrieved and display centrally on a monitoring system		
13.2.4	The solution should be capable of changing		

Sl. No.	Features	Specification Offered	Compliance (Y/N)
	the configuration of the hard disk encryption and the parameters used to encrypt		
13.2.5	Should protect data confidentiality when a system is out of operation (when HDD removed from native ATM).		
13.2.6	Encryption should be linked to the ATM internal components characteristics, like peripherals USB devices. This tightly locks the encryption to local ATM environment.		
13.2.7	The solutions should have the capability to decrypt an ATM hard drive outside of the ATM for recovery purpose (in highly secured manner)		
13.2.8	The ATM's should still cater for customers while the hard disk is being encrypted (during installation)		
13.2.9	The solution should also have capability to have central server based authentication		
13.2.10	ATMs should have full hard disk encryption (FHDE) and encryption and authentication solutions to protect internal communications between the genuine ATM PC core and ATM modules, including the dispenser.		
	Dispenser encryption (Communication between ATM PC and Dispenser should be encrypted). All Sensitive information must be encrypted during transmission.		
13.2.11	ATMs Windows OS should be configured to work in a locked down / restricted mode (with non admin rights).		
13.2.12	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.		
13.2.13	ATMs security should be set to physical (level 3) authentication level to thwart any Black Box type of attacks. ATMs should have strong encryption between ATM PC core and ATM so that the dispenser is not accessible without a proper authorization once the new ATM PC core is being installed/set up or an existing		

Sl. No.	Features	Specification Offered	Compliance (Y/N)
	ATM PC core is re-installed due to any reasons.		
13.2.14	ATMs should have all standard security features.		
13.2.15	Secure HDE utilizes a custom pre-boot process to enable the ATM Authenticate over the network to ensure the system credentials is correct before the complete boot process is allowed. 1. Solution should Encrypt the whole Hard Disk (FHDE) 2. Encryption process tolerates interruptions i.e. power Outages, without data loss. 3. HDE should use FIPS" 140-2 certified AES-NI 256-bit cryptographic engine 4. Support for Pre-boot Networking on both Legacy BIOS and UEFI devices 5. Auto boot - Seamless boot Up without additional authentication screen yet secure with encryption 6. Solution should do Sector based encryption; every byte of data is encrypted 7. Single Centralized management console for managing the encryption policies 8. Allows for Remote Browser-based Access to the Encryption Server for Administration and Reporting 9. Audit logs are automatically sent and stored on the encryption server.		
13.3	Intrusion Detection And Protection (anti malware)		
13.3.1	The solution should have provision to block unused ports on the ATM.		
13.3.2	The solution should be protected against being manipulated		
13.3.3	The solutions should protect against malware which may be injected locally or remotely on to the machine.		
13.3.4	The solution should protect against the manipulation of executable e.g. .exe, .dll, .class etc. and scripts e.g. .js, bat, .bat etc.		
13.3.5	The solution should protect against the unauthorized updating/changing of configuration – property files		
13.3.6	The solution should issue alert / warning once a threat has been identified		
13.3.7	The solution should block the unauthorized installed software		

Sl. No.	Features	Specification Offered	Compliance (Y/N)
13.3.8	The solution should have capability to allocate only required ATM resources to the Whitelisted application. And during the running of the Whitelisted application should monitor if only those resources are being accessed. In case of any deviation, alert should be raised and resources should be blocked. Further, any outdated malware definitions on a terminal should be highlighted in a centralized dashboard.		
13.3.10	Successful Bidder will be responsible for OS up-gradation/ up-dation, OS hardening, installation of service pack, and patch files without any cost to bank. Successful Bidder has to submit self-certification regarding OS hardening. Bank may conduct third party audit in future in this regard.		
13.4	Bidder should provide Terminal Security Solution (TSS) with all necessary hardware, VMs, Database, application & system software with support during the entire contract period. The solution should be on hosted model at selected bidders own/hired premises/Data Center. The selected bidder to provide necessary dedicated connectivity from its managed Centre/data center to Bank's DC & DR location at Bangalore & Kolkata. The selected bidder has to comply with Bank's IT policy. The selected bidder to ensure end to end security features to be implemented and also update its system as per RBI guidelines. The selected bidder will allow Bank or its representative to conduct audit of their system as per Bank's requirement. Bidder should ensure full implementation of the RBI Control measure security for the contract period in all the machines without any additional cost to Bank. Data entry and maintenance in TSS server is to be the responsibility of the vendor without any cost to the Bank.		
14	Other Requirements		
14.1	Only certified applications to be run in the Machines using Sandboxing/ equivalent concept.		
14.2	To whitelist only the required applications to be Run in the ATMs.		
14.3	Access to external devices should be centrally controlled		
14.4	All files to be protected from damages		
14.5	Doesn't allow any registry level changes		
14.6	Centralized Applying of OS as well as		

Sl. No.	Features	Specification Offered	Compliance (Y/N)
	application Patches		
14.7	Bootting only through Hard disk during Normal Operations. No other entry in Boot Order.		
14.8	Editing of BIOS settings must be password protected		
14.9	Setting of BIOS and Windows Password Centrally		
14.10	Detect and Remove Unused Services and Applications		
14.11	Disabling Auto play Options which allows software to run from removable media.		
14.12	NPCI/RBI and Industry regulation and audit compliance to be followed from time to time without any additional charges to the Bank		
14.13	Investigate and report suspicious activities like deviating or non-consistent transaction or event patterns which are caused by unauthorized system usage.		
14.14	Recognition and prevention of various forms of tampering such as skimming and trapping.		
14.15	Terminal Security Delivers end-to-end protection from all side network and local attacks.		
14.16	Protection/detection policies to monitor files, settings, events and logs, and report anomalous behavior through Centralized Dashboard.		
14.17	Mechanism to validate and allow ATM Engineers to perform Maintenance Activities.		
14.18	All the updates/ releases in the solution during the contract period to be provided to the bank without any additional cost.		
14.19	24 x 7 support to be made available from the Technical Assistance Center (TAC).		
14.20	Onsite personnel should have the necessary experience to handle the solution.		
14.21	Auto Run facility should be disabled.		
14.22	Access should be time based admin access and dynamic password		
	NOTE- With reference to point number 13, 14 above & all its subheads (Annexure XI), successful bidder is required to implement end to end solution including Hardware, software, certification, testing etc. without any additional cost to the Bank.		
15	Scalability/Upgradability The ATM should be scalable / upgradable in terms of		

Sl. No.	Features	Specification Offered	Compliance (Y/N)
15.1	RAM (memory)		
15.2	HDD		
15.3	Card Reader to read Smart Cards/Hybrid cards		
16	Remote Status Indicator (ATM should have remote status indicators for)		
16.1	Low paper		
16.2	Low currency		
16.3	Divert bin Full		
16.4	ATM out of service		
16.5	Paper jam in printers		
16.6	Printer fatal		
16.7	Currency Jam		
16.8	DVS system down indicators		
16.9	No Cash		
16.10	Indicators for part fault (e.g. motherboard, Cassette, EPP, card reader, SMPS, etc.)		
17	Additional Capabilities		
17.1	Specify Power Consumption when in operation. (Maximum permissible power consumption when in operation 470 Watts).		
17.2	Specify Power consumption when the machine is idle Maximum permissible power consumption in idle situation 230 Watts.		
17.3	ATMs should have cutoff circuit, Isolator to protect the critical ATM electrical and electronic parts viz. SMPS, Mother Board, Hard Disk, Sensors etc. from sudden spikes in voltage/ current from UPS/ RAW power.		
17.4	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.		
17.5	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 ATMs in English, Hindi, Regional languages. The ATM should have Voice Guidance flow enabled for the visually		

Sl. No.	Features	Specification Offered	Compliance (Y/N)
	challenged along with Text to Speech, web extension services, EPP/functional keys based voice guidance support with internal speakers & jack.		
18	General requirements		
18.1	Capability to function round the clock.		
18.2	The proposed ATMs must be configured & must be compatible for accepted standards of RuPay, MasterCard, Maestro, AMEX, VISA, JCB, Union Pay & Diners.		
18.4	Keyboard / Pin Entry Device (PED) must be Braille enabled so that visually impaired persons can also be able to operate without any difficulty and have passed testing by Payment Card Industry (PCI), RuPay, Visa, JCB, Union Pay and MasterCard recognized laboratory and approved by PCI, VISA, MasterCard, Maestro, AMEX, RuPay and all major payment gateways.		
18.5	ATM should have design which provides protection from Ants, Pests, Rats, Rodents, snakes etc. to infiltrate in the machine.		
19	Color Branding & Stickers		
19.1	Colour Branding as per Banks requirement. Stickers are to be pasted at necessary places like "Cash Dispense place", Receipt Dispense place etc.		
20	INTEGRATED ATM SURVEILLANCE SOLUTION		
20.1	<p>ATM should be integrated with three cameras and should be able to capture image of the customer, when the customer enters the ATM room and also when the customer does a transaction at the ATM.</p> <p>Portrait Face Camera- ATMs should be with portrait face camera installed inside with motion detection capability. The images captured by the cameras should be recorded on ATM hard disc.</p> <p>Cash Slot Camera:- Solution must be able to capture image of hand movement while taking cash from presenter.</p> <p>External Camera:- In addition, one external camera should be attached to ATM and images/videos captured by the same will be stored at ATM hard disk.</p>		

Sl. No.	Features	Specification Offered	Compliance (Y/N)
	All the above three cameras should be time synchronized with ATM.		
20.2	The solution should be able to store the images in a digital format. The solution must be able to capture the transaction information – such as the date & time –along with the images and same should be stored. The image stored should be in high compression JPEG format and must be stored for minimum 180 days with an average of 600 transactions per day.		
20.3	The machine should have the facility to allow uploading of images from the machine to a central server or central location at Bank's EFT switch center as and when required by the Bank. The central server shall be deployed by Bank.		
20.4	Support to add additional 2nd external camera for site surveillance.		
20.5	Functionality to upload images manually to a central server		
20.6	The solution must be configurable and should work underspecified light conditions		
20.7	Solution must have a search facility to locate an image/event by date & time, card number, transaction reference number and/or ATM ID		
20.8	DVR image backup shall online for 180 days in the machine and thereafter image backup to handed over to link branch preferably in DVD/Pen drive/ External Hard disk at the time of preventive maintenance. The media for backup to be provided by the branch.		
20.9	Camera should be suitably positioned to take image of the person even under poor lighting conditions. It will be the responsibility of Successful Bidder to ensure that the images so captured are able to identify the persons entering the ATM Room.		
20.10	Camera should not capture the hand movement while entering the PIN. At no point the cameras should focus on ATM keypad (Masking must be implemented on keypad area).		
20.11	The cameras should be pilfered proof and hidden		

Sl. No.	Features	Specification Offered	Compliance (Y/N)
20.12	Solution should be able to record opening of chest door/upper hood and be able to send message to switch in each case.		
20.13	The system should have adequate provision for storing the images, back-up and archived images.		
20.14	Solution must be configurable to suit different site requirements and must be capable of performing under extreme light and heat conditions.		
20.15	Machine should be able to send indication to the switch whenever DVSS is down.		
20.16	Solution must have an integrated video surveillance system and centralized monitoring should be possible.		
20.17	The solution should be able to pull the required images from the Central location and share the same over e-mail with Bank officials, as and when required.		
20.18	The solution must not degrade the performance of ATMs, e.g., speed of normal transaction		
20.19	The image surveillance hardware should be integrated within the ATM		
20.21	The machine should support water marking for image authentication.		
20.22	Successful bidder must integrate the solution with E-Surveillance system of the Bank.		
21	Environmental Capabilities		
21.1	Should operate in a range of temperature from 5 degree Centigrade to 50 degree Centigrade		
21.2	Should be capable of operating in range of relative humidity conditions from 5%to 95%		
21.3	Energy saving features. Indicate Power consumed include standby/sleep mode.		
23	Visual Impaired Kit for the above ATMs		
23.1	ATMs installed should be talking ATMs for persons with visual impairment. It should support Regional languages, Hindi and English. Vendor has to provide & maintain the required software at no additional cost to Bank. Audio/WAV files for voice guidance functionality to be provided by Successful Bidder in consultation with the Bank at no additional cost. Successful Bidder to provide ATMs which support 3 languages including		

Sl. No.	Features	Specification Offered	Compliance (Y/N)
	regional language and this functionality should be enabled.		
23.2	ATMs installed should have Braille keypads for persons with visual impairment.		
23.3	ATMs should include guide labels for other functionalities, such as card reader, reader, receipt, ATM/ATM.		
23.4	Should have bunch cash presenter for ease in collecting cash		
23.5	ATMs should have slot for connecting head phone, PIN authentication.		
23.6	Voice guidance facility of Talking ATM as per Annexure- XXVI of this RFP.		
23.7	Should have ergonomic design for easy accessibility		
24	Grouting		
24.1	Moving / tilting of ATM 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 ATM 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		
25	Contactless Card Reader		
25.1	Contactless Card integration The NFC contactless module with support Contactless card integration (hardware and software) supporting upto ISO 14443 Type A/Type B, MiFare, ISO 21481 and ISO/IEC 18032 or higher. In case of any new guidelines or the regulator mandates newer specifications, the service provider should provide required support for hardware/software without any additional cost to the bank during AMC and warranty period.		
25.2	Smart Card/Chip Card EMVCo Contactless Version 2.1 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 during AMC and warranty period.		
25.3	EMVCo Level 2 approved terminal application/kernel. On expiry of certificate, it should be replaced with valid certificate at no		

Sl. No.	Features	Specification Offered	Compliance (Y/N)
	additional cost to the Bank during AMC and warranty period.		
25.4	Selected bidder should provide necessary certificates/approvals from VISA, Master Card, Amex, Union Pay, RuPay, Discover etc. including TQM(PCD) certificates. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank during AMC and warranty period.		



Bill of Material

Sl. No.	Description	Unit	Make	Model	Specification	Qty.	Additional Information
	ATMs with front loading						
1	Currency Chest						
2	OTC Lock						
3	Card Reader						
4	Anti-Skimmer						
5	Terminal Processor						
6	Operating System						
7	Visual display Unit						
8	EPP PIN PAD						
9	Any other items (please specify)						

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

Yours faithfully,

For.....

(Signature and seal of authorized person)

Place:

Date:

Masked Commercial Bid**(To be submitted with technical Bid)****RFP for Supply, Installation and Maintenance of 300 New ATMs under CAPEX Mode****(Amount in Rs.)**

Sl. No	Description	Unit Price (X)	GST %	GST amount (Y)	Unit Total Price Z= (X+Y)
1	Cost of Front Loading Automated Teller Machine (with 3 year warranty) as per the technical & functional specifications given in the RFP.				
2	Cost of 4 additional Cassette and 1 lockable purge bin				
3	Cost of Hardware to implement RBI control measures/Security solution				
4	AMC for Front Loading ATM for 4 th year				
5	AMC for Front Loading ATM for 5 th year				
6	Unit cost of One ATM (Sum of Sl. No. 1,2,3,4,5,)				
7	BUY BACK COST FOR UNIT ATM (to be less)				
8	Unit Cost less Buy Back cost (Sl. No. 6 – Sl. No. 7]				
9	Total Cost for 300 ATMs less Buy Back (Sr. No. 8 *300)				
10	TOTAL COST OF OWNERSHIP (in Figures)				
11	TOTAL COST OF OWNERSHIP (in Words)				

Note:

- 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.
- 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.
- 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, which contain any deviation in terms & conditions or any specification.
- We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected
- 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.
- Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
- Present Rate of tax, if applicable, should be quoted in respective columns. The Bank will pay the applicable taxes for the above mentioned tax type ruling at the time of actual delivery of service/implementation and resultant billing. However, no other tax type will be paid. The Octroi / Entry Tax will be paid extra, wherever applicable on submission of actual tax receipt.

- h. Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
- i. 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.
- j. All prices should be quoted in Indian Rupees (INR) only.
- k. Bank will not communicate with OEM / OSD for any queries
- l. 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.
- m. 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.
- n. 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.
- o. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
- p. In case of any discrepancy between figures and words, the amount in words shall prevail.
- q. 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.
- r. All prices should be quoted in (INR) only.
- s. **Bidder needs to submit mask commercial BOM mentioning make, model and part code no. along with Technical bid.**
- t. 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.
- u. **The quantity mentioned above is only indicative and may change at the time of issuance of Purchase Order to the selected bidder.**

Place:

Signature of Bidder: _____

Date:

Name: _____

Business Address: _____

Commercial Bid**RFP for Supply, Installation and Maintenance of 300 New ATMs under CAPEX Model****(Amount in Rs.)**

Sl. No	Description	Unit Price (X)	GST %	GST amount (Y)	Unit Total Price Z= (X+Y)
1	Cost of Front Loading Automated Teller Machine (with 3 year warranty) as per the technical & functional specifications given in the RFP.				
2	Cost of 4 additional lockable Cassettes and 1 lockable purge bin				
3	Cost of Hardware to implement RBI control measures/Security solution				
4	AMC for Front Loading ATM for 4 th year				
5	AMC for Front Loading ATM for 5 th year				
6	Unit cost of One ATM (Sum of Sl. No. 1,2,3,4,5,)				
7	BUY BACK COST FOR UNIT ATM (to be less)				
8	Unit Cost less Buy Back cost (Sl. No. 6-Sl No. 7]				
9	Total Cost for 300 ATMs less Buy Back (Sr. No. 8 *300)				
10	TOTAL COST OF OWNERSHIP (in Figures)				
11	TOTAL COST OF OWNERSHIP (in Words)				

Note:

- 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.
- 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.
- 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, which contain any deviation in terms & conditions or any specification.
- We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected
- 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.
- Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
- Present Rate of tax, if applicable, should be quoted in respective columns. The Bank will pay the applicable taxes for the above mentioned tax type ruling at the time of actual delivery of service/implementation and resultant billing. However, no other tax type will be paid. The Octroi / Entry Tax will be paid extra, wherever applicable on submission of actual tax receipt.
- Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.

- i. 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.
- j. All prices should be quoted in Indian Rupees (INR) only.
- k. Bank will not communicate with OEM / OSD for any queries
- l. 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.
- m. 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.
- n. 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.
- o. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
- p. In case of any discrepancy between figures and words, the amount in words shall prevail.
- q. 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.
- r. All prices should be quoted in (INR) only.
- s. **Bidder needs to submit mask commercial BOM mentioning make, model and part code no. along with Technical bid.**
- t. 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.
- u. **The quantity mentioned above is only indicative and may change at the time of issuance of Purchase Order to the selected bidder.**

Place:

Signature of Bidder: _____

Date:

Name: _____

Business Address: _____

Spare Items**(Please quote rate Inclusive of all taxes)**

Sl. No	Description	Unit	Rate per unit
1	Currency Cassette – Secure with lock & key	Each	
2	Dispenser Unit	Each	
3	Touch Screen Monitor 15" and above	Each	
4	PC Core mother board	Each	
5	ATMPSU (SMPS)	Each	
6	Divert /Reject Cassette	Each	
7	Receipt Printer	Each	
8	Receipt Printer Head	Each	
9	Journal Printer	Each	
10	Journal Printer Head	Each	
11	Presenter	Each	
12	SSD 500 GB	Each	
13	Hard Disk 1 TB	Each	
14	4GB DDR4 RAM	Each	
15	Mother Board with processor	Each	
16	Dual Pick Module with 2 Currency Cassettes	Each	
17	S & G OTC Lock	Each	
18	Black Key	Each	
19	Vault breaking charges	Each	
20	One Inbuilt Camera	Each	
21	Fascia Lock	Each	
22	Encrypted Pin Pad (EPP)	Each	
23	Visit Charges of Engineer per visit	Each	
24	Chest Door cutting Charges	Each	
25	Shifting of ATM within same premises with de-installation and re-installation	Each	
26	Shifting of ATMs within same City with de-installation and re-installation	Each	
27	Shifting of ATM/ from one City to other City with de-installation and re-installation	Each	
28	Grouting on a 6" thick concrete platform with reinforced concrete along with industrial bolts	Per Site	
29	Degrouting of ATM	Each	
30	Biometric Kit for ATMs (Including Biometric Scanners)	Each	
31	Cost of Alarm Panel	Each	
32	DVD Writer	Each	
33	Harness	Each	
34	Operator Panel	Each	
35	2 KVA Stabilizer	Each	
36	Any Other Item (Please specify)	Each	

1. The bidder has to quote for the spare items mentioned in **Annexure XXI**. The cost of items quoted shall be inclusive of all charges including installation, configuration and labour charges and the cost will be valid till contract period from date of acceptance of Purchase order.
2. The list of spare items mentioned in **Annexure XXI** 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 spare parts 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 spare parts.
6. Spare parts not mentioned in the list will be considered as Free of Cost.

Place:

AUTHORISED SIGNATORY

Date:

Name:

Designation:

COMPLIANCE CHART**Compliance chart for submitting Sub: RFP for Supply, Installation and Maintenance of 300 New ATMs under CAPEX Model**

Sl. No.	Particulars	Compliance Status (Yes / No)	Page No. Of the bid document submitted
1.	Are Technical & Commercial bid submitted under separate sealed envelopes?		
2	Is the Technical bid made in conformity with technical bid template as per Annexure XVII?		
3.	Is the Commercial bid made in conformity with Commercial template as Annexure XX?		
4.	Are the Technical & Commercial Bids organized properly?		
5.	Are all the pages numbered properly and signed and stamped.		
6	Is EMD submitted?		
7	Duly signed Annexures I to XXIX are enclosed		
8.	Is the softcopies of the response of Technical, Functional and Commercial RFP submitted in separate?		
9.	Are document in support of all eligibility criteria submitted?		
10.	Are your solution complied with all Scope of work.		
11.	Is the Manufacturer Authorization Form submitted?		
12.	Audited Balance Sheet and Profit & Loss Account documents for the last 3 years		
13.	Power of Attorney/Authority letter issued by the competent authority for signing the Bid document on behalf of the company.		

For.....

(Signature and seal of authorized person)

Place: Date:

Performa of letter to be given by all the Bidder participating in the UCO Bank RFP for Supply, Installation and Maintenance of 300 New ATMs under CAPEX Model

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

Sir,

Sub: RFP for Supply, Installation and Maintenance of 300 New ATMs under CAPEX Model

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,

Authorized Signatory
Designation
Bidder's corporate name

(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 duly signed by an authorized signatory

To,

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

Dear Sir,

Sub: RFP for Supply, Installation and Maintenance of 300 New ATMs under CAPEX Model

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.

Solution for Visually Impaired Persons

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

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

Work flow for the proposed solution for Visually Challenged Persons

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

Important feature required in the proposed solution:-

1. A visually challenged person should be able to operate an ATM machine independently for Cash Withdrawal, Balance Enquiry and PIN change ATM operations.
2. Braille signages should be a part of ATM machine for locating ATM parts like card slot, TM/ATM, receipt printer, etc.

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

SIGNATURE

(Name & Designation, seal of the firm)

Acceptance Certificate**Certificate of Acceptance for Supply & Installation of ATMs**

RFP Ref No. _____ & Date _____ Purchase Order No. _____ & Date _____

RFP Ref No UCO/DIT/316/2022-23 Date: 30.04.2022 Purchase Order ref No. _____
Date _____ ATM ID: _____Offsite / Onsite Address: _____ Connected Branch: _____
Date of Commissioning: _____. This is to certify that the supply and installation of ATM for UCO Bank, against above said work order has been completed successfully.

For New ATM Installed: --

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

Branch Comments if any:

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

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

Vendor
Seal & Signature
Date

Branch Head/Second Man
Seal & Signature
Date

List of Zonal Offices

Sl. No.	Zonal Office Name	Compliance (Yes/No)
1	AGARTALA	
2	AHMEDABAD	
3	AJMER	
4	BALASORE	
5	BANGALORE	
6	BEGUSARAI	
7	BHAGALPUR	
8	BHOPAL	
9	BHUBANESWAR	
10	BURDWAN	
11	CHANDIGARH	
12	CHENNAI	
13	COIMBATORE	
14	DEHRADUN	
15	DHARAMSALA	
16	ERNAKULAM	
17	GUWAHATI	
18	HARYANA	
19	HOOGLY	
20	HYDERABAD	
21	INDORE	
22	JAIPUR	
23	JALANDHAR	
24	JODHPUR	
25	JORHAT	
26	KANPUR	
27	KOLKATA	
28	LUCKNOW	
29	MEERUT	
30	MUMBAI	
31	NAGPUR	
32	NEW DELHI	
33	PATNA	
34	PUNE	
35	RAIPUR	
36	RANCHI	
37	SALT LAKE	
38	SAMBALPUR	
39	SHIMLA	
40	SURAT	
41	SURI	
42	VARANASI	

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: