

Request for Proposal (RFP)
For
Procurement of 200 ATMs on OPEX Model



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

RFP Ref. No: DIT/BPR & BTD/OA/1288/2020-21 Date: 23/11/2020

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

This document is prepared by UCO Bank for procurement of 200 ATMs on OPEX Model. It should not be reused or copied or used either partially or fully in any form.

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Bid Control Sheet

Tender Reference	RFP Ref No: DIT/BPR&BTD/OA/1288/2020-21 Date: 23/11/2020
Cost of Tender documents	Rs. 20,000/- (Rupees Twenty Thousand Only) with GST
Date of issue of RFP	23/11/2020
Earnest Money Deposit (EMD)	Rs. 25,00,000/- (Rupees Twenty five Lakhs Only)
Date of commencement of sale of tender document	23/11/2020
Last date for submitting queries for the Pre-bid Meeting	02/12/2020
Pre-Bid meeting /Venue	07/12/2020 at 12.30 A.M. at Head Office-2 Department of Information Technology 5th Floor, "Conference Room", 3 & 4 DD Block, Sector -1, Salt Lake, Kolkata-700 064
Last Date and Time for receipts of tender bids	28/12/2020 at 04:00 PM
Opening of technical bids	28/12/2020 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 7th Floor, 3 & 4 DD Block, Sector -1 Salt Lake, Kolkata-700 064
Email address	hodit.proc@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, and its Department of Information Technology at 3 & 4, DD Block, Sector – 1, Salt Lake, Kolkata – 700064, hereinafter called “the Bank”, is one of the leading public sector Banks in India having more than 3000+ Domestic Branches, four Overseas Branches one each at Singapore & Hong Kong Centres and 2200+ ATMs (including Biometric enabled ATMs), spread all over the country. All the branches of the Bank are CBS enabled through Finacle (Ver. 7.0.25) as a Core Banking Solution. Bank is having tie up with Visa & NPCI and distributes VISA and RuPay enabled debit cards to the customers. Bank has also installed some machines for cash deposit, cheque deposit and passbook printing integrated with Bank's Core Banking System.

2 Overview or Objective

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

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. No.	Criteria	Proof of documents to be submitted
1	Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956/2013 for the last 3 years as on RFP issuance date.	Certificate of Incorporation, PAN, TAN, GSTIN Certificate and any other tax related document if applicable, along with the copies of Memorandum of Association and Articles of Association are required to be submitted along with the eligibility bid.

2	<p>Bidder should be Original Equipment Manufacturer of ATMs or their authorized representative/distributor in India with at least 500 installations of ATMs at Scheduled Commercial Bank in India as on RFP publication date.</p> <p>An Authorised representative should submit Manufacturers Authorisation certificate</p>	<p>Documentary evidence with relevant copies of Purchase Order along with Service Level Agreement/Satisfactory Working Certificates / Completion Certificates / Installation Reports /Payment Receipt/ Project Sign-Offs in the last two years including names of clients with Phone and Fax numbers, E-Mail IDs etc.</p>
3	<p>Bidder should have experience of minimum 2 years in providing the services under outsourced Model/Transaction cost model to Scheduled Commercial Bank in India as on RFP publication date.</p>	<p>Documentary evidence with relevant copies of Purchase Order along with Service Level Agreement/Satisfactory Working Certificates / Completion Certificates / Installation Reports /Payment Receipt/ Project Sign-Offs in the last two years including names of clients with Phone and Fax numbers, E-Mail IDs etc.</p>
4	<p>Bidder should have installed and maintained minimum 500 ATMs as on RFP publication date successfully.</p>	
5	<p>Bidder will install ATMs/CRMs from an OEM who has minimum installed base of 500 ATMs in Scheduled Commercial Banks in India as on RFP publication date.</p>	
6	<p>Bidder should have its owned Managed Service Centre operational in India and must be managed services of ATMs including but not limited to 24 X 7 monitoring, call escalation, FLM, SLM, replacing consumables, EJ pulling, EJ Management etc. for at least 300 ATMs as on RFP publication date.</p>	<p>Provide address/s of Managed Service Centres owned by the Bidder. Satisfactory Letter from the Scheduled Commercial Bank confirming the FLM, SLM services performed for 500 ATMs as on RFP publication date.</p>
7	<p>The bidder submitting the offer should have net profit for each of the last three financial years i.e., 2016-17, 2017-18 & 2018-19.</p>	<p>Copy of the audited balance sheet, certificate from the Chartered Accountant of the company showing profit, net-worth and turnover of the company for the consecutive last three financial years i.e. 2016-17, 2017-18 & 2018-19 should be submitted.</p>
8	<p>The bidder should have a minimum annual turnover of Rs. 50 Crore per year during the last three financial years i.e. 2016-17, 2017-18 & 2018-19.</p>	

9	Bidder should have centralised complaint monitoring system in place with toll free number, email for call logging.	An undertaking to that effect should be submitted on company letter head. The details of toll free number, e mail should be incorporated.
10	Bidder should not have been debarred / black-listed by any Bank or RBI or any other regulatory authority or Financial Institutions in India as on date of RFP submission.	Self-declaration to that effect should be submitted on company letter head.
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 authorized representative / distributor / dealer in India on behalf of Principal OEM (Original Equipment Manufacturer) or Principal OEM itself can bid but both cannot bid simultaneously. In such case OEM bid will only be accepted. If an agent / distributor submits bid on behalf of the Principal OEM, the same agent / distributor shall not submit a bid on behalf of another Principal OEM in the same tender for the same item or product.

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

PART – II

1. Invitation for Bids

This Request for Proposal (RFP) is to invite proposals from eligible bidders desirous of taking up the project for RFP for procurement of 200 ATMs on OPEX 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. 20,000/- (Rupees Twenty 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. 20,000/- (Rupees Twenty 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, 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 favor of UCO Bank payable at Kolkata for an amount mentioned hereunder:

Particulars of Job to be undertaken	EMD
RFP for procurement of 200 ATMs on OPEX Model	Rs. 25,00,000/-

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 EMD of successful bidder(s) will be returned on submission of Performance Bank Guarantee.

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 – XVI**.

6. Pre-Bid Meeting

The queries for the Pre-bid Meeting should reach us in writing or by email on or before the date mentioned in the Bid Control Sheet by e-mail to hodit.proc@ucobank.co.in. 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-XV**.

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. Selection Process

Technically qualified bidder with the lowest quote based on TCO as quoted in **Annexure –XXI**, will be considered as the L1 bidder.

15. 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.

16. 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.

17. Adoption of Integrity Pact

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

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

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

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

a) Shri S R Raman

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

b) Ms Vijayalakshmi R Iyer

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

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

18. No Legal Relationship

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

19. 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.

20. 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.

21. 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.

22. Period of Bid Validity

Bids shall remain valid for **180 (One Hundred and Eighty)** days after the date of bid opening prescribed by UCO BANK. UCO BANK holds the rights to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence. In exceptional circumstances, UCO BANK may solicit the Bidder's consent to an extension of the validity period. The request and the response thereto shall be made

in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The Bid Security provided shall also be suitably extended. A bidder acceding to the request will neither be required nor be permitted to modify its bid. A bidder may refuse the request without forfeiting its bid security. In any case the bid security of the bidders will be returned after completion of the process.

23. Independent External Monitor(s)

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.

i. Shri S. R. Raman

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

ii. Ms. Vijayalakshmi R Iyer

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

- a. The Bank has appointed Independent Monitors (hereinafter referred to as Monitors) for the Integrity Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors given in the Pre Contract Integrity Pact to be submitted by the bidder as per **Annexure – XVI**.
- b. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- c. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- d. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- e. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- f. The bidder (s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project

documentation. The same is applicable to subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

- g. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties/The parties will offer to the Monitor the option to participate in such meetings.
- h. The Monitor will submit a written report to the designated Authority of Bank within 8 to 10 weeks from the date of reference or intimation to him by the Bank and should the occasion arise, submit proposals for correcting problematic situations.

24. 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.

25. 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.

26. Acceptance of Terms

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

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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 in the form of Bank Guarantee OR certificate from Ministry of MSME (wherever required) and Pre Contract Integrity Pact (**as per Annexure – XVI**), **Technical Bid** – containing Technical Information & Masked Commercial Bid and **Commercial Bid** – containing Price Information along with the soft copies duly sealed and super-scribed as – **RFP for procurement of 200 ATMs on OPEX Model** (Eligibility Bid), – **RFP for procurement of 200 ATMs on OPEX Model** (Technical Bid) and – **RFP for procurement of 200 ATMs on OPEX Model** (Commercial Bid) **as per the format prescribed in Annexure – XXI** respectively should be put in a single sealed outer cover duly sealed and super-scribed as – **RFP for procurement of 200 ATMs on OPEX 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:

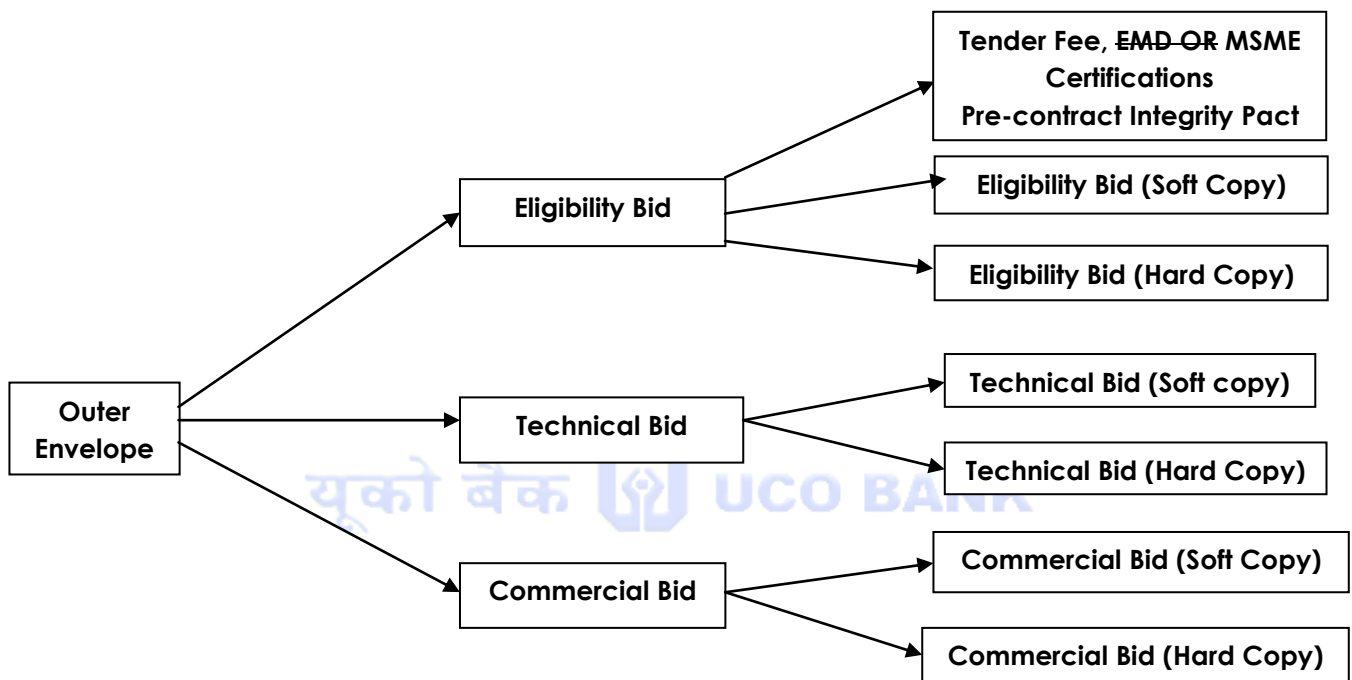
- Name of the Bidder
- Offer Reference
- Type of Offer (Eligibility or Technical or Commercial)

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 – XVI**). 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

Eligibility 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 – XXI.**

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

Note:

- a. The Technical bid should be complete in all respects and contain all information asked for, except prices. The documentary proof in support of all Eligibility Criteria should be submitted along with Eligibility Bid.
- b. One Separate envelope containing Tender Fee, EMD and Pre-Contract Integrity Pact should invariably be placed in Eligibility Bid envelope.

- c. If commercial bid is not submitted in a separate sealed envelope duly marked as mentioned above, this will constitute grounds for declaring the bid non-responsive.
- d. Bidders to submit a masked commercial bid i.e. by hiding price commercial bid as per **Annexure – XX** with technical bid envelope to be submitted.
- e. If any inner cover / envelop of a bid is found to contain Eligibility/ Technical & Commercial Bids together then that bid will be rejected summarily.
- f. The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- g. Canvassing of any kind or Bid submitted with false information will be a disqualification.
- h. The bidder is required to guarantee that exchange rate fluctuations, changes in import duty and other taxes will not affect the Rupee value of the commercial bid over the price validity period.
- i. Prices quoted by the Bidder shall be in Indian Rupees, firm and not subject to any price escalation, if the order is placed within the price validity period.
- j. Further, subsequent to the orders being placed, the Bidder shall pass on to Bank all fiscal benefits arising out of reductions in Government levies /taxes.
- k. The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves the right to accept or reject any bid.
- l. Printed literature (for specific product and version numbers) describing configuration and functionality should be provided to the Bank for the products proposed to be supplied for the project. It should be noted that the product proposed will have to be supplied with all the software updates/fixes, if any, and associated documents. The bidder shall not quote for the products, whose End of sale/ End of Support/End of License has been declared by the OEM.
- m. The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- n. Bids once submitted shall not be returned to the Bidder in future.
The selected bidder must adhere to the terms of this RFP document.

34. 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.

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

2. Evaluation Methodology

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

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.

Technical & Functional Evaluation

- a. The proposals will be evaluated in three stages. In the first stage, i.e. Eligibility Evaluation as mentioned in **Annexure – XVIII**. In the second stage, Technical Evaluation as mentioned in **Annexures – XIX**, 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 – XIX**
- 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 – XIX**
- 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 – XIX**
- Non-compliance to any of the requirement in **Annexures – XIX** may attract rejection of the proposal.

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 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 bidder has not quoted or mentioned the component or services required, for evaluation purposes the highest value of the submitted bids for that component or service would be used to calculate the TCO. For the purposes of payment and finalization of the contract, the value of the lowest bid would be used.

3. Normalization of Bids

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

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

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

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

Part – IV

SCOPE OF WORK

1. The successful bidder agrees to provide the Deliverables and render the Services, in accordance with the time-lines set out in this RFP. The successful bidder agrees that the Technical Specifications of Deliverables shall be as described in this RFP.
2. The Bank and the successful bidder have agreed that the Deliverables and the scope of work to be performed by successful bidder include provision of the following:

2.1 Site Implementation Services for Offsite ATMs

- a) The Bank shall indicate the broad area(s) to the successful bidder for installation of Off-site ATM. The Sites for Off-site ATMs in areas indicated by the Bank will be hired / procured entirety by the successful bidder. The Bank's specific approval shall not be required for finalizing the said Off-site Site. However, the successful bidder shall seek Bank's advice for designating the link branch for the purpose of providing cash replenishment for the Off-site ATMs which shall be provided within a period of 3 (three) working days from the date of receipt of intimation from the successful bidder.
- b) The Site Implementation Services for Off-site ATMs with respect to the Site preparation and electrical / LAN cabling work, as per the specifications contained in this RFP, will be done by the successful bidder.
- c) Site selection will be done by successful bidder and Bank in between 70:30 ratios. 70% site will be identified by successful bidder and 30% site will be identified by Bank. Successful bidder need to install the machine at identified site in prescribed timeline.
- d) Consideration of offsite location will be as per RBI guideline.
- e) Security Guard wherever required as per RBI/GOI/State Government guidelines, need to be provided by successful bidder without any additional cost to the Bank.
- f) If the successful bidder desires to shift any Off-site ATM to other location, prior approval of the Bank will be required which, in normal course, will not be withheld. However, the Bidder shall bear the costs and expenses of such shifting.
- g) In case the Bank desires to shift any site to another location, the cost of shifting including the cost of site implementation services at new Site, cost of premature termination of lease and costs of dismantling original Site shall be paid by the Bank to the bidder at mutually agreed rates.
- h) Payment of all rentals, taxes, duties, local taxes/levies outgo, etc. and obtaining required permissions of local authorities for hosting Signage or any other purpose for an Off-site ATM location shall be made by the successful Bidder.

- i) Arrangements for adequate power supplies for Off-site ATMs and payment of the electricity bill for Off-site ATMs shall be made by the Bidder without any delay. The Bank may ask for the copies of the paid electricity bills which shall be arranged by the Bidder.

2.2 Site Identification and Installation of ATM

Bidder shall conduct site identification exercise and offer suitable site in the vicinity of locations desired by the Bank. The bidder would be responsible for the following:

- a. The Site shall be at the ground floor and on the main road at the prominent locations like corporate outlets, market places, malls, etc.
- b. The area of site shall be 70 - 100 sq ft. suitable for installation of ATM
- c. Site shall be accessible round the clock. However, exceptions would be made in case of certain establishments where public access is prohibited after certain time only with prior permission of the Bank.
- d. Bank will indicate broad area of the Centre, name of District, etc. The Bank's prior approval is not required to be obtained by vendor.
- e. Bidder will, however, seek confirmation about the bank's link branch for Cash Replenishment which, in normal course, will be advised within 3 (three) working days by the concerned Regional Office.
- f. Bidder shall enter into lease agreement/ownership for the site, roof rights in case of VSAT installation/solar panel installation where new ATM is proposed to be installed.
- g. Bidder is responsible for timely payment of rent, electricity bills, all applicable taxes, lease deed expenses and any other expenses.
- h. Obtaining all statutory approvals from the landlords and municipal and concerned authorities.
- i. Installation and maintenance of UPS with minimum 4 hours battery backup. At locations or where electricity availability is erratic, battery backup of 8 hours is required. However, it is responsibility of the Vendor to arrange for uninterrupted power supply for ATM functioning. In areas where there is load shedding, Vendor shall arrange for alternate power supply arrangements like DG set, solar power, etc.
- j. Site preparation as per the specifications as given in Clause 2.3 Site Work Specification below.
- k. Bank's prior approval is required to be obtained, in case the Bidder desires to relocate any of the ATMs for reasons other than request from the Bank at his own cost.
- l. Any licenses/authorizations/permissions, except for the licence from RBI (which shall be in the name of the Bank), if required for installation of ATM only for Off-site Sites shall be arranged by the Bidder in the name of the Bidder. The Bidder shall arrange for all permissions for movement of materials and goods, e.g. Entry Permit, Road Permit, etc.
- m. Bidder must ensure ambient environment for the machines.

2.3 Site Work Specifications

The Bidder shall be responsible for Site preparation and electric work as per the following specifications:

Item Description
1. FLOORING Providing and fixing of 2' x 2'' Vitrified. colour anti-skid tiles for flooring (only). Laying of Tiles for steps and Raisers depending on the site conditions.
2. FALSE CEILING Providing and fixing exposed 'T' section suspended from the ceiling, including necessary framework for the Armstrong type False ceiling.
3. PAINTING Providing & applying 2 coats of enamel paint to the existing Rolling Shutters.
4. FIXED GLAZING Providing and fixing external fixed glazing comprising of 10 mm Modifloat, Saint Gobain, Asahi make clear glass covered with 100 mm x 50 mm aluminium sections and clip with colour mat finish powder coated (need transparent froster film on glass).
5. MAIN DOOR Providing and fixing polycarbonate door comprising of 2" x 2" vertical member and top member, 50 mm x 150 mm top & bottom member, aluminium of Jindal make, black powder coated, floor spring of Indus, Everite, Opel make, clip sections, 8mm clear Modifloat/ Saint Gobain glass. Aluminium sections with groove for vertical, top and bottom members to house wool/ rubber weather strip.
6. PANELLING Bright Silver panelling at entrance and walls to 7ft./8 ft. height made of 2" x 2" Aluminium box section with minimum 5mm ISO Aluminium Composite Panel. Exterior Panelling of shutter with 4 mm Aluminium Composite Sheet with trap door and all accessories.
7. PARTITION Providing and fixing of 2"x2" Aluminium Box Section partition with minimum 5mm Aluminium Composite panel / sheet lapped on front side and back side (only where backroom is available) with 8 MM thick plywood finished with Bright Silver colour enamel paint. Providing and fixing of flush Door with teak wood louvers, and necessary accessories.
8. EXTERNAL CCTV CAMERA All sites must be provided with a high resolution external CCTV camera capable of capturing identifiable images. It should be located at a secure, hidden spot to record all events within the site but should not be positioned so as cover the Pin Pad. It should be capable of providing Time Stamp.

9. GROUTING

Drilling 10"-12" holes in the flooring and hammering metal sleeves in these holes. Putting in Anchor fasteners - min. 8" long anchor fasteners, preferably of Fischer make. Applying resin adhesive (Araldite) over the finished bolt positions for improved bonding.

2.4 Electrical work specification

Item Description
<u>1. ELECTRICALS</u> Flame Retardant Low Smoke (FRLS) wires of (Finolex/R.R.Kablir/Anchor/Havell's /Polycab) make are to be used. 4.0 sq. mm wires are to be provided from main supply (wherever installed) power supply, with earth wires of size 2.5 sq mm. 2 Nos Metal clad with 20A MCB for Aircons 2.5 sq mm wires are to be provided for UPS supply circuits, lighting circuits and board light supply with 1.50sq. mm. earth wire. 20 Amps metal clad plug and socket DB is to be provided for input and output supply of UPS 15A Cable tops, cables for input and output to and from UPS Unit.2 Nos. Metal clad with 20A MCB for UPS input and Output, Providing and fixing modular type switches/ sockets of make Legard, Mossaic/ M.K India wrap around/ Schneider Electric Clipsal/ Anchor – Ave, Woods / Havell's – Crab Tree. 6 Nos light points comprising of 6A Single switch for CFL and LED lights.
<u>2. MAIN CABLING</u> Providing & laying of 10 Sq. mm. UG cable from ATM main DB to panel board.
<u>3. EARTHING</u> Supply & installation of 500x500x5mm copper plate earthing with 2.5 m long 500mm dia 'B' class G.I. Pipe with No. 8 copper wire from the bottom of pipe to top clamp and perforated holes, cast iron funnel with wire gauze on top of watering arrangement, electrode buried alternative layers of Salt/Charcoal providing double clamp arrangement on top using fastened to the earth electrode with suitable brass bolt & nut as required including masonry chamber construction. P/f of 6 Sq mm PVC insulated copper wire with proper conducting from earth pit to UPS.
<u>4. DATA CABLING</u> Finolex 4 pair Cat - 6 Cable wiring with I / O socket in PVC pipe with proper conduiting. Additional Cat 6 cable is required on same root as backup. VSAT Cable Conduiting: Cable to be conduit in flexible pipe with proper clamping from ODU to IDU

5. SIGNAGE & LOLLIPOP

Vinyl made of appropriate size for the site

6 .ACCESSORIES

Chair-1 No good quality / branded plastic chairs with handles for Security guard,;

Ready make light blue colour plastic Dust Bin -1 No for waste papers

Soft Board for displaying notices- 1 no, 12 mm thick soft board covered with 25 mm X 25 mm teakwood frame covered with blue coloured carpet cloth

Writing Glass -1 No, Brochure Holder -1 No.

Fire Extinguisher-1 No.,2 kg. ABC type

Burglar Alarm- 1 No,

Door Matt 1 nos.

2.5 Managed & Other Services

The successful bidder shall provide managed services with proven tools and processes for on-line monitoring of ATMs. Development of new application and testing shall be done before launch of the project. The successful bidder must locate senior personnel at the identified centres of the Bank; such persons shall be responsible for handling all issues. The Managed Services shall include, but is not limited to the following:

2.5.1 Event/Incident Management Services

2.5.1.1 Bank will be responsible for providing Switch data feed to the Vendor for the purpose of managing the ATMs deployed. The Switch feed will be given to the Vendor within 4 (four) weeks of the signing the Contract Form in the format required by the Vendor along with the required documentation at the cost of the Bank. If the Bank changes the Switch during the Term of this Agreement, the Switch Feed will be continued to be given in the same format at the Bank's cost. The Vendor shall provide connection between the Managed Services Centre and Switch with high level security standards like network connectivity through IPSEC/3DES dedicated servers located at vendor's end to remotely run special commands, firewall / De-Militarized zone (DMZ) and other IP security methods.

2.5.1.2 Based on the feed from the Switch, the Vendor will provide

- a. Single point of contact for end-to-end resolution for ATM, automated on-line real-time fault detection & trouble ticketing
- b. Follow up till resolution of problems
- c. Proactive and reactive review of hardware performance and service providers' performance in relation to SLAs

2.5.2. Site Maintenance and Cleaning Services

Vendor shall ensure maintenance of ambience of ATM site. The Site shall be stain free, dust free. Vendor shall undertake the following site maintenance activities:

- a. Cleaning and mopping the entire site twice in a day.
- b. Cleaning includes flooring, glass door, laminates, ceiling, ATM machine, dusting the other fixtures in ATM room.
- c. Electrical and lighting maintenance like replacing lights, tubes, bulbs, holders, electrical switches, starters, chokes, etc. as and when required. The problems with the lights including replacements are rectified within 4 hours.
- d. All lights within the ATM room and outside like backlit signage, glow sign boards and all other lights are functioning at all times.
- e. Conducting earthing checks
- f. General maintenance of UPS, flooring, ceiling, Leakage/Seepage, Signage repairs/replacements, replacement & maintenance of Door closures, lights, etc.
- g. Preventive Maintenance at least once in a quarter under advice to the bank.
- h. Pest control services at least once in a year
- i. Replenishing posters, stickers as and when required as when required by the Bank and to be provided by the Bank.

2.5.3. First Line Maintenance (FLM)

2.5.3.1 Bidder shall attend to the following matters as are standard FLM Services calls:

- a. Clearing paper jam of Journal Printer (JP) roll and Receipt Printer (RP) roll.
- b. Removal or clearing of currency jams and captured cards.
- c. Supply and Replenishment of consumables such as JP paper, RP paper, etc. without any quantitative limit.
- d. Site maintenance, maintaining environmental conditions and Cleaning work
- e. Machine resets, CMA caused errors and other reasonable requests.
- f. Replacement of defective LAN cables
- g. Taking backup of camera images on monthly basis on a suitable backup media and handing over the same to the Bank's controlling office.
- h. Maintaining proper register of the backup taken for DVSS with acknowledgement from Bank's Controlling Office and handover of backup to Bank's Controlling Office.
- i. Bidder under FLM services shall replenish the consumable like paper for receipt printer and Journal Print and printer ribbon without any quantitative limit.
- j. If Thermal Paper used for Receipt / JP, it shall have the quality to retain the print at least for one-year period.

2.5.3.2 Bidder will ensure to respond to Maintenance Service calls within the response times as set out below:

- i. For severe defects resulting in ATM being completely non-operational
 - Within 2 (two) hours within municipal city limit
 - Within 4 (four) hours beyond municipal city limits but upto 30 kms

- Within 6 (six) hours beyond 30 kms of the municipal limits
- ii. For operational defects in ATMs which are still functional and usable
- Within 4 (four) hours within municipal city limit
 - Within 6 (six) hours beyond municipal city limits but upto 30 kms
 - Within 8 (eight) hours beyond 30 km of the municipal limits
- iii. For failures which are not critical
- Within 1 (one) day within municipal city limit
 - Within 2 (two) days beyond municipal city limits but upto 100 kms
 - Within 4 (four) days beyond 100 kms of the municipal limits

2.5.3.3 Vendor shall provide FLM services on 24 X 7 X 365 basis.

2.5.4 Preventive Maintenance

Preventive Maintenance shall be conducted once in a quarter to ensure that the ATM is maintained in good operating condition and the report shall be submitted to the Controlling Office concerned. Preventive Maintenance may be scheduled at a time convenient to the Bank's customer i.e. it shall not affect the customer service.

2.5.5 Other Terms

Bank officials will inspect the Site at least once in a month. Bidder shall repair / replace the defective / non-functioning furniture, fittings and equipment within 2 (two) working days of the official communication to the Vendor.

- i. Bidder and/or his equipment suppliers/agents/partners shall have presence in major cities/district headquarters with support offices and spare part supply depots.
- ii. Bidder and/or his equipment suppliers/agents/partners shall have adequate number of engineers and trained personnel to ensure quick resolutions and minimum downtime.

2.5.6 Software Management

2.5.6.1 Software and screen distribution from Vendor's server

- a. Bidder shall provide Software and Screen distribution from central location to different ATMs rolled out under this Agreement to facilitate individual configuration and screen displays.
- b. Remote loading of ATM screens and Software distribution including provision of software for such facilities and the activity shall be carried out by Bidder free of cost. The Bank will not provide any software/agent for the same nor pay for these agents separately.
- c. Welcome messages, informational messages, and transaction flow on ATM screen will be as decided and provided by the Bank

- d. The connectivity with back up arrangement between Bidder's Management Centre and Bank's Switch Data Centre & DR Site shall be provided by the Bidder at no extra cost to Bank.
- e. All necessary hardware/software etc. shall be provided by the Bidder for screen distribution.

2.5.6.2 Upload of e-Journals

- a. EJ pulling, archival and retrieval (Vendor may use their own software for EJ pulling as long as it conforms to the structure as specified by the Bank.
- b. Systems Security, e.g., Firewall, Anti-virus applications, access control, IP Sec tunnels on routers, etc. It is Vendor's responsibility that no virus, malware are any threat spreads from ATMs to Bank's network and IPSec tunnel shall be end to end from ATM to ATM switch.
- c. Bank needs to specify location for the EJ uploads required. Additionally the Bank needs to provide SFTP server and Bank needs to provide SFTP Access within 4 weeks of signing the Contract Form.
- d. successful bidder need to provide EJ at branch request as and when required.

2.5.7 Centralized monitoring for improved uptime and availability

- i. Remote detection of events exceeding threshold
- ii. ATM cash forecasting
- iii. Daily order recommendation
- iv. Potential cash out warning for ATMs
- v. Consolidation of settlement & reconciliation reports (as per Bank's standard format)
- vi. Centralized monitoring & control over access to safes (Access to safe shall be monitored by Bidder)

2.5.8 Central Help Desk for ATM fault reporting and queries

- i. Bidder shall provide a help desk that provides single point of contact manned by expert personnel for all service teams / managing multiple parties involved in resolving ATM uptime related problems.
- ii. The central help desk shall be customized to cater to the Bank's requirements, which eliminates any process duplication. In addition the successful Vendor would be expected to have a service center with dedicated telephone number in each of the districts in the geography for which they are implementing the contract.
- iii. Vendor shall install a dedicated telephone number with multiple lines to support the load of incoming calls without rejection and receive all service requests via that number.

- iv. Vendor shall ensure the highest level of availability of each ATM terminal and entire ATM network through Help Desk Services.
- v. Single, integrated view of the network of the ATMs shall be provided by Vendor to know the status of each ATM. Any discrepancy noticed must be rectified immediately in coordination with switch vendor and any third party vendor involved.
- vi. A web-based application with reporting tool shall be made available to the Bank for monitoring performance of the ATM network.
- vii. Vendor shall maintain complete confidentiality in the matters related to ATM as they deal with the financial / customer data pertaining to the Bank.

2.5.9 Networking for connectivity of ATMs

2.5.9.1 Switching

Switching of ATMs will be the responsibility of the Bank.

2.5.9.2 Off-site ATMs

- a. All the Off-site ATMs shall be networked by vendor to Bank's Switch hosted at Bank's Data Centre /DR locations.
- b. Bidder shall provide reliable and uninterrupted connectivity for offsite ATMs. Using leased line/ATMMA/VSAT. Newer technologies like WiMax, 3G etc. will also be acceptable subject to the clearance from Bank's Information Security Department. The sizing of bandwidth of leased line/VSAT/ATMMA should be adequate to provide reliable and uninterrupted connectivity for Off-site ATMs. Bidder should ensure that all the transactions carried on the ATM are processed seamlessly.
- c. Bidder shall also arrange for VSAT backhaul (Bharti Airtel, HECL, HCL Comnet, etc.), 3G, Wimax, ATMMA backhauls for connecting to the Bank's ATM Switch and DR. Bidder may be allowed to use the backhaul of the existing service provider in the Bank.
- d. Leased circuits for backhaul links shall not be shared with any other customer.
- e. The backhaul link each between networks service provider's Hub/NOC, to Bank's Data Centre and Disaster Recovery Centre shall be configured with end to end IP Sec, 3DES. Managed Services Centre of Bidder shall also be connected to Bank's Data Centre and Disaster Recovery Centre for monitoring purpose. However, the end to end IPsec 3DES need to be ensured.
- f. A backup link of 2 mbps or higher to the primary backhaul links from a different service provider with end-to-end IP Sec/3DES or any higher version shall also be provided by the Bidder. The Backhaul infrastructure for the Bank can be shared for various clusters (if tenders won by the same bidder for different clusters). However, the backhaul infrastructure will not be shared amongst Banks. Each Bank will be provided with dedicated backhaul infrastructure.

- g. Bidder shall provide, install and maintain routers and/or other network equipments at Bank's Data Centre and Disaster Recovery Centre and at vendor's Hub/Network Operations Centre (NOC) after consultation with Bank's Networking Department. The Bank shall make necessary space available at Data Centre and Disaster Recovery Centre at no cost to the Bidder.
- h. Bidder shall allocate dedicated IP addressing scheme in co-ordination with Bank's Networking Department.
- i. Bidder shall undertake all the upgradation/installation of Operating System patches as and when required. Bidder shall ensure that their network equipments installed at Bank's DC and DRC are on dual power supply.
- j. The Network shall adhere to the following security aspects:
 - i) Strong Authentication
 - ii) IPSec tunnel for the traffic from ATM to Bank's Data Centre and Disaster Recovery Centre, as advised by the Bank to ensure data confidentiality.
 - iii) Segregation of proposed network from other customers. If total physical segregation is not feasible, network level access controls including firewalls and router based access control shall be implemented to ensure that there is adequate logical separation between the different systems/networks at the Hub/NOC.
- k) The Bank reserves the right to conduct post-implementation audits of the Network to ensure that the security controls are in place.
- l) Bidder shall carry out necessary configuration changes in their network, if in future the Bank decides to carry out design modification and/or application modification to the Banks' ATM network, including modification for the security policy implementation. The cost of such configuration modifications shall be entirely borne by vendor.
- m) Bidder shall have clear Disaster Recovery and Business Continuity Plan and the details of the same shall be furnished.

2.5.10 MIS Reports

The Bidder is required to submit the following MIS Reports:

Sl.	Report	Description
Daily		
1.	Cash Out Report	ATMs down due to cash out situation
2.	cash indent for all ATMs for cash replenishment	To be submitted to Link branches
3.	Consolidated correct & certified CBR	To be submitted to Link branches
4.	EJ Report	Status of ATM-wise EJ pulled
Monthly		

4.	Consolidated Exception Report	Consolidated list of ATMs which were out-of-service for more than 4 hours with downtime break up and reasons
5.	Network Performance Report	Performance of Managed Services with stress on call logging and escalations
6.	Availability Report	Availability trend analysis, causes of downtime, chronic ATMs, action plan for improving availability
7.	Consolidated Cash Out Report with cause and TAT(Turn-around-time) analysis	Monthly with ATM ID, Date and reasons
8.	Any other report	As mutually agreed between the Parties

2.6 Electronic Journal (EJ) pulling services

- a) The ATMs deployed shall be compatible with the EJ pulling software agents such as Tranxit/SDMS/Radia/Infobase etc. and /or with any other EJ pulling agent that may be deployed from time to time. Agent installation on ATMs as may be required from time to time will be the responsibility of the Vendor and will be done free of cost, i.e., without any cost to the Bank.
- b) Vendor shall have the facility to extract the EJs of all the transactions in each of the ATMs, to a centralized location /Server.
- c) Vendor has to provide EJ on T+1 basis for reconciliation purposes to Bank as per the standard format available at the ATM, till such time that an industry standard common format is arrived at.
- d) ATM-wise EJs shall be stored in the EJ server of vendor at a centralized location for minimum period of 6 (six) months. ATM-Wise EJs pulled are to be spooled separately and pushed to the designated server on daily basis. The EJ data may be purged by the Vendor after seeking confirmation of the Bank.
- e) EJ pulling shall be done on daily basis and sent to Banks' designated servers on T+1 basis. The Vendor will not be responsible for cases related to network, Switch and other Infrastructure issues attributable to the Bank.
- f) Vendor shall provide EJ viewer facility to the Bank branches.
- g) In case of settlement of any claim of the cardholder by the Bank in the event of non-availability of EJ or Journal Print (JP) for the same, the Bank reserves the right to recover the disputed transaction amount along with penalty, if any, charged by the statutory authorities, such as banking Ombudsman, etc., from the Vendor.
- h) The process of extracting and sending EJ to Bank's DC:

- i. The EJ's will be pulled each day between 00:00 Hrs and 07:00 Hrs. for the previous day through automated schedules configured for daily EJ pulling at the server.
- ii. The EJ's which cannot be retrieved through the automated schedules shall be retrieved and delivered to the Bank on next day before 1.00 p.m.
- iii. Customer transactions will take precedence over the EJ pulling process and if a transaction occurs while EJ is being pulled the EJ process will be stopped to complete the transaction. The remaining part of the EJ will be pulled after the transaction is completed.

2.7 Cash Management Services

While successful bidder may engage "Cash Management Agency" (CMA) agencies for this purpose, the successful bidder alone shall be accountable to the Bank and responsible for mandatory Service Level Agreement (SLA).

2.7.1 DEFINITIONS

As used herein, the following terms shall have the following meanings:

2.7.1.1 "ATM Loss" means a single occurrence of the loss of valuables in excess of Rs. 2000/- (Rupees two thousand only) from the single ATM. The amount of an ATM Loss is the face value of the Currency, plus the reasonable cost of reconstructing the negotiable instruments or other items of value including but not limited to re-issuance and stop payment fees, stolen, lost or destroyed as a result of the occurrence. ATM losses do not include any loss of Valuables occurring outside the ATM room, including but not limited to losses occurring while such Valuables are in transit.

2.7.1.1.1 The amount of an ATM Loss does not include the face value of stolen, lost or destroyed negotiable instrument or any loss of any value of stolen, lost or destroyed negotiable instrument or any loss of any nature to the extent such loss results from

- a. the fraudulent use of fake magnetic debit and credit cards by third parties
- b. damage from breakage
- c. vandalism
- d. currency dispensed due to fraudulent instruction manually or electronically transmitted to the ATM
- e. discrepancies between the network reports and ATM bill counter totals. In the event of such discrepancies, the Bank shall provide the Switch file and the Bidder shall resolve the same through a verification of bill counter totals at the Switch and at the ATM, alongwith the physical count of cash in the ATM.

2.7.1.2 "Currency" means currency notes and "Valuables" means Currency and, only to the extent the Bank and Bidder have agreed in writing, other identified types of negotiable instruments or items of value.

2.7.1.3 "Initial Currency Load" means the first currency load for a new ATM Installation or conversion, Initial Currency Loads must be scheduled at least 2 (two) working days in advance.

2.7.1.4 "Scheduled Cash Replenishment Services" or "Cash Replenishment Services" are scheduled cash replenishments that are performed in adherence to a replenishment schedule that is recommended in indents raised by the Bidder.

2.7.1.5 "Unscheduled Cash Replenishment Services" means Cash Replenishment prior to or post the scheduled replenishment to prevent depletion of Currency level in the ATM.

2.7.1.6 "Transit Loss" means a single occurrence of the loss of valuables from a vehicle owned operated by, or under the control of Bidder's designated subcontractor/CMA.

2.7.1.7 "Vault Loss" means a single occurrence of the loss of Valuables from a vault or other secured facility owned, operated by, or under the control of Bidder's designated subcontractor/CMA.

2.7.2 Cash Management

2.7.2.1 Cash Management Services include monitoring and managing the availability of cash in the network of ATMs. Bidder may undertake Cash Management Services or authorize a third party Cash Management Agency (CMA) for the same. Bidder shall obtain prior approval of the Bank before appointing any agency as CMA. Copies of the agreements entered into by the Service Provider with their CMA agencies shall be made available with the bank. Bidder will, however, act as single point of contact for cash collection even if the cash related activities are outsourced to third party i.e. CMA.

2.7.2.2 Online Cash Balances shall be provided by the Bank to Bidder regularly through switch feed. The Bidder shall undertake Cash Planning of ATMs for arriving at Cash replenishment requirement of a ATM on a particular day. It shall be based on the balance available in ATM bins in the morning and dispense pattern of particular ATM during peak periods (salary/first week), holidays and non-peak days.

2.7.2.3 Cash Replenishment and Related Services

1. Bank is responsible for providing ATM-fit currency notes for replenishing the ATMs. In the event of non-supply of cash by the Bank, the Bidder shall not be under obligation to load the cash in the ATM(s).
2. The Bank will designate branches called as Link Branch for providing cash for replenishing ATMs.
3. The Bidder shall send ATM-wise cash indent 24 (twenty four) hours in advance by e-mail and / or fax to the cash link branch with copy to the local /regional /zonal office of the Bank under whose purview the Link Branch falls for the purpose of facilitating the Bank to keep the cash ready.
4. The Bidder shall submit under its covering letter to Bank's designated branch / Link Branch a list and photo of (a) CMA's authorized signatories to sign withdrawal slip; and (b) CMA's authorized operation staff / custodians. CMA shall obtain cash for ATM replenishment from designated branch against requisition slip and supporting documents i.e. Bidder's indent and requisition slip signed by authorized signatories of CMA (c) Cash indents shall be submitted to the Bank's designated branch/Link Branch via E-mail / fax to facilitate them to arrange delivery of cash. Bidder / CMA shall pick up Cash from the Link Branches designated by the Bank.
5. Cash issued by the Bank shall be used only for replenishment of Bank's ATMs.
6. As per RBI guideline, Cassette swapping is mandatory in every ATM. Whenever, Bank will implement Cassette Swapping process every ATMs should have four extra cassettes. These Cassettes will be in custody of cash linked branch. When Cash will be provided by the bank, the CMA will load the cassette under camera surveillance. These cassettes will be loaded in presence of Branch official and CMA person.
7. CMA will carry these cassettes to the ATM and load them in place of older sealed cassettes (which are in the ATM and brought back to the branch).
8. Cash Loading Operation should be done through OTC mode only as prescribed in RBI circular.
9. The CMA will check the quality and quantity of the currency notes at the time of delivery by the Bank. The Bank will provide to the CMA space and note sorting machines for the purpose at the cash-issuing branch. Forged/soiled notes may be returned to the Bank immediately thereafter. Any subsequent claim for forged/soiled notes will not be accepted by the Bank.
10. Bidder shall be fully responsible for the actions and integrity of the persons employed to carry out the function of cash replenishment.
11. The CMA shall use secure armoured cash vehicles for pickup and delivery
12. The amount of cash picked up and replenished during a day must be squared off during the next working day, and residual amount if any, must be deposited with the bank.

- 13.** CMA shall perform End of Day (EOD) operation and generate Cash Balance Report (CBR) which shall be submitted to the Bank on T+1 basis. The CBR shall contain the following:
- i. Opening Cash
 - ii. Cash replenished
 - iii. Cash Dispensed
 - iv. Overage
 - v. Shortage
 - vi. Cash in the Divert Bin,
 - vii. Closing Cash
 - viii. EOD Time
- 14.** In case of ATM Sites where cash replenishment is not required to be carried out on daily basis, End of Day Process (EOD) should be performed on the day on which cash replenishment is done. Cash Balance Reports (CBR) should also be generated on the same day and for such Sites, the CBR submitted every day must be indicative that EOD is not performed and cash replenishment is not done on that particular day. However, the Bidder should ensure that no ATM is left without EOD for more than 4 (four) consecutive days.
- 15.** CMA shall perform physical ATM cash balancing on each occasion of Cash Replenishment.
- 16.** Cash replenishment details shall sent to ATM cell at Bank's DC on T basis, i.e., immediately upon loading the cash in ATM, and consolidated CBR report needs to be submitted on T+ 1 Basis to the Bank.
- 17.** These Reports shall be submitted on a daily basis in respect of each ATM. The Bidder would also be required to submit a CBR on a daily basis.
- 18.** Upon reconciliation, if any difference is observed, the Bank's reconciliation team will intimate the same to vendor within 7 (seven) working days of receipt of CBR. Bidder shall not be responsible or liable for any differences / shortages / customer claims lodged by the Bank after the said period of 7 (seven) working days.
- 19.** Bidder shall attend the same within 3 (three) working days of reporting the difference/discrepancy in cash in ATM(s). If the Bidder does not respond by the 3rd working day, the difference/discrepancy amount will be recovered from the Bidder on the 4th working day.
- 20.** CMA shall undertake updating of Transaction Journal through Admin Cards.
- 21.** CMA shall handover JP rolls to the respective cash-issuing Link Branch.
- 22.** CMA shall collect captured cards from the ATM locations (wherever applicable) and delivering them to the respective cash-issuing branches of the Bank for which a register shall be maintained by the Bank.
- 23.** CMA clear Reject Bin/Divert Bin and also at the time of daily end of day activity, CMA shall retrieve and account for mutilated cash from the divert cassette.

- 24.** Cash Indent will be prepared by Bidder and sent to the CMA as well as to the Bank.
- 25.** Forecasting of Cash requirement for ATM shall be based on past dispense and average dispense of that ATM. However Cash indent/replenishment at an ATM shall not exceed the quantum of cash envisaged to be required for maximum up to 2 (two) days and holidays.
- 26.** Cash indent will be raised by Bidder on Day "0" by 4:00 pm via e-mail on daily basis except Sundays/Public/National Holidays. (Day "0" is a day on which the indent is sent to Bank, Day "01" is a next working day of cash collection and replenishment). Subsequently, cash will be given by Bank on day "01" during the banking hours as agreed upon between the cash branch and the CMA.
- 27.** At centres, cash should be indented, collected, replenished in ATMs and surplus cash deposited back into the Cash issuing branch on the same day.
- 28.** Bidder shall to produce detail indent hard copy while obtaining cash from Bank. Subsequently Bidder will provide Cash Withdrawal Slip / Cheque to Bank for posting necessary entries.
- 29.** The Bidder/CMA shall count the cash and also flip through the bundles before accepting the cash from the Link Branch.
- 30.** Unless the Bidder resolves through verification as per clause **2.7.1.1.1 (e)**, the Bidder shall be liable for any shortage of cash and counterfeit notes found in the ATM. Any such shortage must be made good by vendor within 4 (four) working days.
- 31.** In case counterfeit currency is dispensed from ATM, the responsibility will be of the Bidder and penalty of RS. 10000/- per instance would be levied.

2.7.2.4 Bank reserves the right to conduct surprise inspection of the cash in ATM vault of vendor/ CMA. CMA shall allow the Bank/RBI to conduct vault audits. Audits shall be conducted by Bank at its own cost during normal business hours. Bank representatives shall carry a letter authorizing them to conduct such audits along with their identity cards, any Bank official without the said authority letter and identity cards shall not be allowed by CMA to conduct audits.

2.7.2.5 Bank and Bidder have agreed that Bidder shall carry out the cash replenishment activity hereunder through one or more vehicle carrier or Cash Management Agency/sub-contractors (the "CMA"). Bank expressly acknowledges that (a) Bidder shall be subcontracting responsibility for the cash replenishment activity to the CMA; (b) Bidder has identified the CMA to the Bank; (c) Bank accepts and does not object to the appointment of the CMA.

2.7.2.6 The Bidder shall manage and report all cash placements, store spare currency for cash replenishments, in the manner, frequency and amounts mutually agreed with the Bank.

2.7.2.7 Bank shall provide the required cash (as per denominations as mentioned in cash indents raised by Bidder) of ATM-fit cash upto 1 (one) working day in advance to the CMA within the time slot requested by the CMA from time to time. Cash shall be issued by Bank from the designated branch identified for this purpose. Bidder shall submit to Bank's designated branch a list of (a) CMA's authorized signatories to sign withdrawal slip; and (b) CMA's authorized operation staff. CMA shall withdraw cash from designated branch against withdrawal request and supporting documents i.e. Bidder indent and withdrawal slip signed by authorized signatories of CMA (c) Cash indents shall be submitted to the Bank designated branch via e-mail/fax to facilitate them to arrange delivery of cash.

2.7.2.8 Vendor shall not be responsible for cash outs if it arises due to following reasons:

- a. Quantum of cash not received as per indents raised by the Bidder
- b. ATM-fit cash not provided by the Bank as per Bidder's cash indent
- c. Cash not received as per denominations indented
- d. If cash is not provided by Bank upto 1 (one) working day in advance within the time slot requested by the CMA from time to time
- e. If ATM is down for reasons which cannot be attributed to the Bidder when CMA arrives at the ATM site for cash replenishment
- f. Cash withdrawal from the Bank branch unreasonably delayed by the Bank to Bidder
- g. Cash-out and Cash-jam issues arising out of ATM-fit currency not being provided by the Bank

2.7.2.9 For the purpose of cash replenishment CMA shall have a crew of one custodian and one-time combination to open the Lock shall be dispatched by CMA's central location.

2.7.2.10 CMA shall use appropriate vehicles for transportation of cash safely and efficiently.

2.7.2.11 Activities other than cash loading, like attending calls for cash jam, dispenser fault, EJ disconnected, etc. has to be attended immediately and Bidder must have a separate team for attending to such issues.

2.7.2.12 In the event of strike in the entire banking sector (excepting RBI) or in the event of any natural calamity in the region/country

- a. Bidder may collect cash from RBI by presenting cheque issued by the Bank for the purpose.

- b. Bank will issue cheque to Bidder/CMA duly attesting the signatures of the cash recipient, i.e. authorized persons identified by the CMA for cash withdrawal.
- c. Bidder through CMA will feed the ATMs as per the schedule advised to the Bank.
- d. If for any reason Bidder / CMA is not able to reach / load cash at the ATMs, cash should be deposited in the Link Branch on the same day.

2.7.3. Insurance / Security

- a. Bidder shall ensure that the entire cash of the Bank handled by it in transit/in ATM is adequately insured at its own cost with the bank as beneficiary and keep valid during the term of this Agreement. Insurance policy shall also adequately covering risks for loss attributable to actions / inactions of the CMA,
- b. Insurance value shall be as per the actual value of cash being handled in Transit or in ATM.
- c. Bidder shall submit a copy of cash insurance cover to the Bank.
- d. In case of any Cash Loss, Bidder shall reimburse the loss amount to the Bank within 5 (five) working days, without waiting for settlement of Insurance claim
- e. The vendor shall be primarily responsible of security of ATMs and should use the latest tools and gadgets to curb potential frauds.

2.7.4 Liability

2.7.4.1 The provisions of this Section govern the liability of Bidder and Bidder's subcontractor (collectively for the purposes of this section, "**Bidder**") for any claim of lost, missing, or stolen Currency and, with respect to such losses, supersede any inconsistent provision in this Agreement.

2.7.4.2 For the purpose of this Annexure, the amounts of the following defined terms shall be:

Transit Loss Liability Limit (in Full)
ATM Loss Liability Limit (in Full)

2.7.4.3 Vendor shall be liable for ATM Loss, Transit Loss if such losses directly result from (a) kidnapping of employees / representative of Bidder; (b) dishonesty, negligence or intentional act by employees or representative of Bidder or (c) damage to Bank's valuables caused by negligence or wilful misconduct of the employees or representative of Bidder, normal wear and tear excepted.

2.7.4.4 Bidder shall be liable for any Loss when Currency has been delivered to the bidder and shall terminate when they are delivered to Bank.

2.7.4.5 Bidder shall be liable for any Transit Loss. Bidder's liability under this Section shall commence when Currencies have been placed in CMA's vehicle and shall

terminate when they are either (a) delivered to Bank; or (b) delivered to, and deposited in, an ATM.

2.7.4.6 A formal written claim of loss to Bidder and such claim shall be made by the Bank in any event not later than 30 (thirty) days after Bidder's delivery of the ATM settlement report, or other record through which any discrepancy is discovered. The Bank and Bidder agree to assist and cooperate fully with each other relative to any claim arising hereunder. The Bank agrees at all times to exercise due care in order to discover and investigate any losses/ discrepancies. Immediately upon discovering a loss/discrepancy, Bank agrees to furnish to Bidder reasonably satisfactory written proof of such loss. Acceptance of such information shall not be an admission of liability on behalf of Bidder.

2.7.4.7 Supporting documentation is necessary for Bidder to process and investigate cash loss claims. Reasonably satisfactory proof of a claim for loss is required, and includes but is not limited to:

- i. Cash replenishment report, JP logs/ EJ and ATM counters for the time period the variance was discovered and the same report(s) for the previous and post settlement periods as per Bidder's report
- ii. Copies of Bank's / Bidder's ATM reconciliation reports indicating the ATM's beginning, ending and dispensed totals for the time period the variance was discovered
- iii. Copies of the suspect transactions report
- iv. Bank's calculation of the claimed variance in mutual consultation with Bidder.

2.7.5. Access to Equipment

Bank agrees that neither Bank's employees nor any third party shall have access to ATM-chest including access codes/password combination in any form. Accordingly, no bank personnel would seek such information from CMA and its representatives. No bank personnel would be present at the time of opening and closing of the ATM-chest except on the day on which the Bank decides to conduct surprise check of the cash in ATM with CBR.

2.7.6. Acceptance and Verification

2.7.6.1 The Bank acknowledges that the CMA agrees to accept currency in sealed packages, from the Bank or its designated agent, but may refuse to accept any consignment that is not accompanied by a written receipt which contains a statement of the value of the Currency in the consignment. CMA shall verify the cash in Bank's premises if the Bank provides space and machines for counting of notes. Where Bank does not provide space and machine on its premises to count the currency, the CMA shall verify by strap count on the day of receipt any Currency

shipments accepted on Bank's behalf. Verification shall be performed under videotaped CCTV surveillance or documented dual control. Neither the CMA nor the Bidder shall be liable for discrepancies or shortfalls or forged notes within bulk currency bundles and/or mis-strapped denominations. The CMA's verification of funds shall be deemed final and conclusive.

2.7.6.2 Without prejudice to the remedies available against Bidder, the Bank may cooperate to recover valuables, including correcting the transaction (debiting the account) of any customer for ATM Loss due to improperly dispensed currency as a result of misloaded denominations, misconfigured cassettes, or mis-loaded cassettes.

2.7.7. Notice of Shortages, Loss and Overages; Claims

2.7.7.1 If the reports provided by Bidder, or other records or information of which BANK become aware, reveal a discrepancy (loss or overage), the Bank shall give written notice of the discrepancy within 30 (thirty) days after the earlier of

(a) Bidder's delivery of tapes, reports, or other records which provide sufficient information to disclose, upon reasonable review, the discrepancy; or

(b) such time as Bank become aware of the discrepancy through any other means whichever is earlier. This notice is intended to permit Bidder to commence its investigation and does not constitute a claim of loss. Claim requests will not be considered if it is made beyond 30 (thirty) days as mentioned above in this clause.

2.7.7.2 Along notice required by Section 2.7.8.1, Bank will provide Bidder with a claim and affirmative written proof of any ATM Loss, subscribed and sworn to by Bank, and substantiated by Bank's books, records and accounts, within the time prescribed herein. Bank will retain and provide to Bidder upon request any documentation provided to Bank by the CMA relating to the ATM Loss, and Bank agree, upon Bidder's request, to make available during regular business hours Bank's books, records, and accounts which relate to the alleged ATM Loss, and will cooperate with and assist in the investigation thereof, including sharing with the Bidder all information that any person may have concerning the alleged ATM Loss and the circumstances surrounding the same. Each party's investigation shall include cooperating with the policies, procedures and requests for information of the internal security departments of the other party. Each party shall make available to the other party all records relating to the ATM Loss including, but not limited to, investigative reports and all records relating to access to the ATM.

2.7.7.3 Unless the notice of discrepancy required by Section 2.7.7.1 above, and a claim and proof of ATM Loss pursuant to Section 2.7.7.2 above, are timely delivered to all addressees specified in Section 2.7.7.4 below, all claims will be deemed to have been waived. No action, suit or proceeding to recover for any such ATM Loss may be brought against Bidder unless such action, suit or proceeding is commenced no

sooner than six months and not later than twelve months from the time a claim is made pursuant to Section 2.7.7.2.

2.7.7.4 Bidder must report immediately (i.e. preferably on the same day but definitely by the next working day) all cases of "Cash Found Short" for locating instances of "Cash Disbursed but A/c Not Debited" to enable the Bank to lodge such claims with concerned banks (in case of other banks' customers). Any monetary loss to the Bank on account of delayed reporting by Bidder resulting in Bank's inability to lodge the claim within the stipulated time shall be recovered in full from Bidder, from any payment due to them.

2.7.7.5 In case of any customer complaint regarding non-receipt of cash, Bidder must verify the cash on the request of the Bank on the next working day.

2.7.7.6 All notices and claims (including copies) must be delivered by email, express mail same day or overnight courier providing proof of delivery. Notices will be deemed given on the day received, and addressed to bidder.

2.7.8. RECOVERY OF LOSSES

2.7.8.1 In case of any ATM loss (es), discrepancy/ difference in the report generated on the ATM and the physical/actual cash, if after Bidder investigation (as stated in clause 7 above), it is proved that the shortage/difference of cash, if any, between the report generated and the physical cash, is on account of the lapses on the part of the CMA, Bidder will make the payment within 30 (thirty) days from the day it is proved.

2.7.8.2 Transit Loss(es), if any, shall be settled by Bidder within 90 (ninety) days of occurrence of such loss without waiting for admissibility or settlement of the insurance claim.

2.7.9. Bank's Support

2.7.9.1 Bank shall open, as per its guidelines/procedures in this regard, an account in name of Bidder appointed CMA / one suspense account at the Branch providing cash for the purpose of issuing cash.

2.7.9.2 Bank will provide the required cash (as per denominations as mentioned in indents raised by Bidder) of ATM-fit cash upto 1 (one) day in advance within the time slot requested by the CMA from time to time.

2.7.9.3 Cash will be issued by Bank from one designated branch in each city identified for this purpose.

2.7.9.4 Bank shall provide sufficient space with cash sorting/counting machine, scanner, CCTV for counting & sorting the cash in Bank premises. In Urban/semi-urban/rural centres, currency sorting activity will be done at the Bank Branch for

which secured place, cash sorting/counting machine, and scanner will be provided. CCTV will be provided wherever feasible.

2.7.9.5 The Bank shall provide the Bidder 1 (one) Debit Card for every ATM with administrative privileges exclusively for supervisory/administrative uses by the vendor and/or its CMA on installation of the ATM.

2.7.10. Compliance of Statutory and other responsibility

- a. The Bidder shall ensure that all regulatory requirements issued by GOI/RBI are adhered to at the time of installation and networking of ATMs. Any future guideline issued by GOI/RBI is also need to be complied without any cost to Bank.
- a. The Bidder should ensure that statutory, regulatory and all other guidelines are complied with respect to the cash in transit and loaded in ATM.
- b. It shall be the sole responsibility of the Bidder to obtain required licences, permissions, etc., from local or any other authority for cash transit.
- c. Any penalty charged to the Bank for non-compliance with any guideline or for non-obtainment of required permissions, licenses by the Bidder will be reimbursed by the Bidder to the bank.
- d. In the event of seizure of Bank's cash for non-compliance of any guidelines or non-obtainment of required licenses, permissions etc by the Bidder, all costs incurred for release of bank's cash will be borne by the Bidder.

2.8 Caretaker Service

Caretakers Service is mandatory. The charges for caretaker services shall be borne by the selected bidder.

2.9 Maintenance

The successful bidder shall promptly correct, rectify, repair and replace (wherever required) the ATMs, UPS, Network Equipment, External Digital Video Camera Surveillance System (DVSS), electrical and LAN cabling fault and any other Deliverable following telephonic, electronic or other notification by the Bank to the Bidder and / or detected by the Managed Service Centre of the Bidder during monitoring of the ATMs of any failure, malfunction, defect or nonconformity which prevents the Deliverables from performing in accordance with the specifications and the required Service Levels contained in this RFP.

2.10 Acceptance / Deemed Acceptance of the Deliverables

- a) Upon the installation and / or during deployment of the Deliverables the successful bidder shall notify the Bank in writing/by e-mail to commence Acceptance Testing of the Deliverables. The Bidder shall provide necessary assistance and support to the Bank for conducting the Acceptance Testing. The Bank shall make cash available within 2 (two) working days of the successful installation of the ATM. The representative of the Bank shall

- visit the site within 2 (two) working days from making the cash available to the Bidder for conducting Acceptance Testing.
- b) Acceptance Testing of a ATM shall include successful testing of Cash Withdrawal, PIN Change, Green PIN, Cardless Withdrawal, Card to Card Transfer, Card to Account Transfer and Balance Enquiry along with successful functioning of the DVSS. The User Acceptance Form is enclosed as **Annexure-XXVII** which shall be jointly signed off as of the date of Acceptance of the ATM by the Bank officials and the bidder.
 - c) The Acceptance Testing shall be conducted by the Bank's personnel, consultants or any other person nominated by the Bank, for the purposes of ascertaining whether the Deliverables conform to the technical and functional specifications. It is clarified that there shall be no additional charges for conducting acceptance tests.
 - d) Bidder is required to supply ATMs with the specifications as detailed in Technical Specifications Clause. The Bank will, however, levy a penalty as per clause mentioned in the RFP in the event of default of each of the above stipulations separately.
 - e) The successful bidder shall correct, rectify and repair any failure, malfunction, defect, non-conformity, bugs and/or errors, which prevent the Deliverables from performing in accordance with the technical and functional specifications. The successful bidder shall promptly and in any event, within the time-frames set out in the Project Plan carry out such correction, rectifications and/or repair to cure such failure, malfunction, defect, non-conformity, bugs and/or errors.
 - f) Should any inspected or tested Deliverables fail to conform to the specifications, the Bank may reject such Deliverables and the successful bidder shall replace or repair the rejected Deliverables with suitable Deliverables to meet specific requirements, at no additional cost to the Bank. Should the Successful bidder be unable to replace or repair the rejected Deliverables within reasonable time frames, the successful bidder shall be considered to be in a material breach of the Vendors obligations under this Agreement.
 - g) Upon the Deliverables having successfully satisfied the Acceptance Testing, the Bank shall within 2 (two) Working Days of Acceptance Testing sign the UAT Form as per Annexure - XXVII. The date of such acceptance letter shall be the date of commissioning of the respective ATM.
 - h) In the event that Bank's representative does not visit the site or Bank fails to issue the cash within 5 (five) working days of installation of ATM for conducting Acceptance Testing, then it shall be deemed that the Acceptance Testing of the Deliverables has been completed. In all such cases, Bank reserves the right to quality audit as mentioned elsewhere in this RFP.

2.11 Responsibilities of the successful bidder

The successful bidder shall perform and undertake the following obligations:

2.11.1 Support Service Requirements

The successful bidder agrees to provide inter alia the technical and other support services more particularly described in clause 2.5 “Managed & Other Services” hereto to the Bank with respect to the Deliverables.

2.11.2 Service Levels Requirements and Penalties

The successful bidder agrees and represents that the bidder’s Services shall meet the service level requirements as per the respective service level standards set out in clause 2.5 “Managed & Other Services” hereto. The Vendor agrees that failure to meet service level requirements as per the service level standards set out in the said Annexure shall attract penalties set out in this Agreement.

2.11.3 Performance Evaluation of the successful bidder

successful bidder’s performance will be monitored and recorded as necessary over the duration of this Agreement with respect to satisfactory fulfilment of all contractual obligations. Performance assessments may comprise of the following parameters:

- a. Delivery of Services;
- b. Condition of delivered equipment;
- c. Compliance with service levels;
- d. Availability of services within established timelines.

2.12 Insurance

- a. It is the sole responsibility of the successful bidder to obtain adequate insurance cover for the ATMs, UPS, and other infrastructure owned and deployed by the Bidder and also Cash in transit, Cash in the ATMs and Cash held in Vault of Cash Management Agency. The Bidder is responsible to reimburse the Bank the loss of Cash in transit, cash held in Vault of CMA without waiting for settlement of Insurance claim within 15 (fifteen) working days from the date of loss.
- b. Bidder will keep all the ATMs insured against theft, fire and any other damage which may result/damage to the cash kept inside the ATMs. The Bidder shall be liable to the Bank for the loss so caused whether insurance claim is settled by the Insurance Company or not within 15 (fifteen) working days from the date of loss. The Cash Loss shall be computed in accordance with clause 2.7 “Cash Management Services”.
- c. Bidder shall maintain, at its expense, insurance cover for the Deliverables including ATMs and accessories, UPS, and other infrastructure deployed at the Site. Bidder shall also maintain, at its expense, such insurance as will fully protect it from any claims for damage for bodily injury, including death or for property damage that may arise from operations under this Agreement. Though the Bank has a right to

demand Bidder to produce certificates of insurance or self-insurance for Banks inspection, it shall not create any obligation on the Bank to verify or ensure the availability or validity of any such insurance. Ultimately Bidder shall be responsible to the Bank for cost, claims, damages and expenses that may arise from the operations under this agreement.

- d. Cash loaded in the ATMs shall be insured by the Bidder for all sorts of risks including fidelity clause arising from acts of omission/commission/dishonesty of its employees and/or its authorised agents / CMA, for the full capacity of the cassettes for which the Bank has agreed to provide Cash. The insurance cover for the cash in ATM will be increased by the Bidder as and when the Bank increases the amount of Cash for loading the ATMs. The Bidder shall ensure that the Cash Management Agency shall take adequate insurance policy with Bank Clause for the value of entire cash in transit and held in its vault for all sorts of risks including fidelity clause arising from acts of omission / commission / dishonesty of its employees and / or its authorised agents.
- e. The loss-payee endorsement of all such insurance policies shall be in favour of the Bank and it shall be ensured that the amount of claim, if any, shall be paid by the insurance companies directly to the Bank. Copy of the Insurance policy shall be submitted to the Bank.
- f. Notwithstanding the above, any shortage or loss of cash in transit, cash held in vault of CMA, cash held in ATM, etc, whatsoever and for whatever reason shall be made good to the Bank without waiting for admissibility or settlement of the insurance claim in any event not later than 5 (five) working days.
- g. Where the Bidder is required under this Agreement to deliver the Deliverables to a specified place of destination within India, delivery to such place of destination in India, including insurance and storage, as shall be specified in this Agreement, shall be arranged by the Bidder.

2.13 Enabling Value added Services

The following transactions are listed as "Optional":

- i. Mobile Top Up
- ii. Bill Payments (Utility Bills, Fees, Insurance Premium, etc.) intra bank
- iii. Mini Statements of last 10 transactions
- iv. Fund Transfer
- v. Request for Mobile banking
- vi. Request for Cheque Books
- vii. Request for Statements

The Bidder shall ensure that either all or some of the above mentioned value-added transactions are enabled at the ATM as and when requested by the Bank. The Fees for these transactions shall be the same as for "Non-financial" transactions. The Bank shall be responsible for customizing the processing of these transactions at its Switch and testing of the same. The Bidder shall be under obligation to provide the value-added services within 15 (fifteen) working days of the receipt of the written request

by the Bank, subject to the Bank making necessary screens available to the Bidder and fulfilling their scope of work required on their side.

2.14 Bank's support

2.14.1 Designating Cash Link Branch

Identifying and designating branch(es) and / or Currency Chest(s) in each center/ city for providing Cash for loading / replenishing Off-site ATMs.

2.14.2 Providing ATM-fit Cash

The Bank will ensure that link cash branches provide adequate amount of sorted ATM-fit currency for replenishing / loading the ATMs. Link branches will allow the Cash Management Agency (CMA) personnel to use note counting machines for counting the currency being handed over at predefined time mutually decided by the link cash branch and the CMA.

2.14.3 Driving of ATMs by Switch

The Bank's Switch will drive the ATMs. The Bank will be responsible for providing Switch Data Feed to the Vendor for the purpose of monitoring and managing the ATMs deployed by the Vendor. The Switch feed will be given to the selected Vendor at the cost of the Bank within 4 weeks of the signing of the Contract Form in the format required by the selected Vendor along with the required documentation. If the Bank changes the Switch during the Term of the Agreement, the Switch Feed will be given in the same format at the Bank's cost. For avoidance of doubt, the Vendor shall bear the cost of network connectivity of its Management Centre with the Bank's Switch.

2.14.4 Selected bidder has to comply following advisory/guidelines issued by RBI/IBA/GOI and any further modifications and new advisories issued during the contract period:

- i. For terminal Security of ATM, Cyber Security and IT Examination Cell (CSITE), RBI Advisory No.3/2017 dated 06.03.2018, Circular RBI/2017-18/206DBS (CO). CSITE/BC.5/31.01.015/2017-18 dated 21st June 2018.
- ii. For EMV Compliance of ATMM, RBI NOTIFICATION No.DPSS.CO.PD No.1298/02.10.002/2017-18; 30th Oct, 2017.
- iii. For Anti skimming devices to be installed in all ATMs, RBI advisory no.13/2017 dated 01.11.2017.
- iv. RBI Advisory 14/2017 dated 06.12.2017 on Securing the Ecosystem connecting the Bank's ATM switch to Card Networks
- v. For cassette swaps in ATMS RBI Circular RBI/2017-18/ DCM (Plg.) No.3641/10.25.007/201/2017-18 dated 12th April 2018
- vi. Circular no. RBI/2017-18/152 (DCM (Plg) No.3563/10.25.07/2017-18) dated 06-04-2018 on Cash Management activities of the banks - standards for engaging the service provider and its sub-contractor.

- vii. Circular no. RBI/2018-19/183 DCM (Plg) No.2746/10.25.07/2018-19 May 14, 2019 on Outsourcing of Cash Management – Reconciliation of Transactions.
- viii. Circular no. RBI/2018-19/214 DCM (Plg.) No.2968/10.25.007/2018-19 dated June 14, 2019 on E-surveillance, OTC locks & Grouting.
- ix. RBI/Circular No. RBI/2019-20/130 DBS(CO).CSITE/BC.5/31.01.015/2019-20 dated 31.12.2019 on Cyber Security controls for Third Party ATM Switch Application Service providers
- x. Voice Guidance Support for the visually challenged should be strictly as per the IBA Guidelines issued in this regard vide circular No. CIR/RB/ATMVCP/6846 Feb. 27, 2013 and subsequent changes, if any." Voice guidance should be in English, Hindi and all major Indian Regional Languages included in Schedule VIII of Indian Constitution
- xi. Manage/ perform the RD services (Device Registration, Key- Exchange/ Rotation Activity, etc.) as per the guidelines or directives received from UIDAI titled "AADHAAR REGISTERED DEVICES TECHNICAL SPECIFICATION - VERSION 2.0 (REVISION 1)" dated February 2017 or any amendments/ updates thereto, instructions/ guidelines of UIDAI/ RBI/ IBA regarding biometric authentication, in relation to the Fingerprint Biometric devices supplied with the ATMs/ ATMs for the length of the contract, at no additional cost to the Bank etc.) for the RD services (incl. Key - Exchange/ Rotation) is to be provided and maintained by the Endpoint Provider/ OEM, at no additional cost to the Bank. The infrastructure (HW, SW, HSM, etc.) for the RD services (incl. Key- Exchange/ Rotation) is to be provided and maintained by the OEM, at no additional cost to the Bank.
- xii. Vendor should comply all the formats of reports, reconciliation certificate, Electronic Journal, Receipts etc. as required by Bank, RBI, Govt etc.
- xiii. All systems including monitoring tools must be in India only as provided in RBI circular reference number RBI/2017-18/153 PSS.CO.OD No. 2785/06.08.005/2017- 2018 dated - 6 April 2018.
- xiv. Advisory no. 10/2018 – security Advisory for Financial Institutions from CERT-IN
- xv. RBI 2nd June 2016 circular on cyber security framework in Banks.

2.15 Talking ATMs feature for visually impaired and ramp for physically challenged

1. "Voice Guidance Support for the visually challenged should be strictly as per the IBA Guidelines issued in this regard vide circular No. CIR/RB/ATMVCP/6846 Feb. 27, 2013 and subsequent changes, if any." Voice guidance should be in English, Hindi and all major Indian Regional Languages included in Schedule VIII of Indian Constitution The Specifications and functionality is covered in Part 6 Technical and Functional Specifications of the RFP.
2. Functionality to be supported initially in English and Hindi
 - a) Cash Withdrawal

- b) Balance Enquiry
- c) PIN change

Other functionality to be delivered if required by the Bank during the period of the contract.

3. In the event of non-compliance of the clause a and b of the clauses above, the Bank shall withhold release of the payment of monthly charges due to the Vendor for the ATMs which are made live till the time such feature is implemented.
4. Wherever feasible the Vendor is required to build ramp at the Off-site locations for accessibility to the physically challenged as per specifications given by IBA in its guidelines.

TECHNICAL SPECIFICATIONS

The Service Provider is required to supply the Cash Dispensers (ATM) with the following specifications:

Front Access Lobby Model

Sl. No.	Features
1	Description of ATMs
1.1	ATM with front replenishment support UIDAI enabled Biometric finger print scanners without any additional cost to the Bank.
1.2	Model No
1.3	Manufactured by
1.4	Is the model quoted is the latest available internationally?
1.5	ATM compatible with any regulated power supply (conventional UPS and solar UPS)
1.6	ATM is capable of working without air-condition environment also in Indian Climate.
2	Protocol
2.1	ATM must support the TCP/IP protocol
2.2	ATM should support DDC, NDC, any other standard compatible drivers required for communication with the switch.
3	Currency Chest Physical, Mechanical & General Specifications
3.1	UL291 Level 1 or higher/CEN L 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

Sl. No.	Features
	the ATM machines.
3.3	Certificate of PA DSS
3.4	Resistance to Fire/Water/Temperature
3.5	Provision for external alarm system
3.6	S&G / KABA / equivalent/ higher dual electronic combination lock of 6+6 digits or higher, having one time combination (OTC) option and audit trail without any hardware change.
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 alarm system with sensors capable to monitor the following: Chest Door Status, Duress Status, Temperature status, Vibration status, and Burglary Alarm. There must be a mechanism by which these alarms can be connected to a hooter or LED indicators, kept away from the ATMs without any cost to the bank.
3.9	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 210 V 50 Hz power supply
4.2	Support input voltage of 210 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.
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 per second.
5.6	Four High double Pick Module with 4 cassettes configuration and should be capable of working even with 2 cassettes. All the four cassettes should be able to dispense cash and configured accordingly at the time of installation
5.7	Minimum 4 programmable secured cassettes with lock and key/latch. The currency Cassette should preferably be 'Make in India' having standard / convenience type with all safety provisions for external sealing lock.

Sl. No.	Features
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 arrange for its compliance/upgradation without any extra cost to the Bank.
5.16	The dispenser should be capable of handling soiled but issuable and mixed currencies as well as retract and purge capability with cash retraction disabled currently.
5.17	The dispenser should have the mechanism to take back the currency and transport it to the divert cassette if the customer does not collect it but be disabled as per the RBI direction.
6	Card Reader
6.1	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,

Sl. No.	Features
	<p>2) Sends the signal to switch and further to the Remote ATM Management Centre of successful bidder,</p> <p>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.</p> <p>4) Block the card reader entry to the card reader slot when such suspicious activity happens.</p> <p>5) It should also have the provision to sense any suspicious cloning activity attempted through insertion of wire or similar mechanism in the ATM machine.</p> <p>6) The ATM must have Pin Shield/ Pin Guard to prevent shoulder surfing attack. The Pin shield/Pin Guard should be capable to obstruct the view of Pin pad from three sides as well as from top. It should also prevent Pin capture through Infrared enabled camera.</p>
6.3	Conformance to VISA / MasterCard / RuPay / Discover / JCB & Union Pay / Diner standards Cards.
6.4	EMV version 4.0 or later, as certified for SMART card.
6.5	Software/firmware/license for using SMART card on ATM
6.6	ATM should work using any Bank's Debit / Credit cards, without cards, using Aadhaar based authentications through biometric also. ATM should recognize the Chip cards which includes EMV Cards, Biometric authentication Capability and accordingly display the screen, voice prompts.
6.7	ATM must also have biometric authentication capability with finger –print reader as per Aadhaar specifications. The ATM should support Bio-metric functions and integrated with the Bank's Biometric solution and UIDAI certified solution (Aadhaar) without any additional cost to the Bank.
6.8	ATM should have capability to integrate 1D/2D barcode and QR code scanner for future requirements of scanning codes from mobile phones by simply attaching a reader, compliant with Code128, Code39, QRCode standards.
6.9	Should be capable of reading barcodes of all popular symbologies, including Code 128, with up to 36 Characters.
6.10	ATM should work using any Bank's Debit / Credit cards, without cards, using Aadhaar based authentications through biometric also. ATM should recognize the Chip cards which includes EMV Cards, Biometric authentication and accordingly display the screen, voice prompts. In future if Bar code or QR code is required by the Bank, vendor have to provide

Sl. No.	Features
	with required hardware /software at mutually agreed price.
6.11	The card reader should be capable of reading tracks one, two and three as per ISO standard or RuPay/ Master/ Visa Card format.
6.12	EMV Level 1 and 2 compliance version 4.0 or later.
6.13	Conformance to VISA card EMV's latest specification; mention the version readiness for both the levels, Level 1 (for Card Reader Hardware) & Level 2 (for Application Software). It will be responsibility of 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.
6.14	Conformance to MASTERCARD EMV's latest specification; mention the version readiness for both the levels, Level 1 (for Card Reader Hardware) & Level 2 (for Application Software). It will be responsibility of successful bidder to ensure the conformance to MASTERCARD EMV's latest specification mention the version readiness for both the levels, Level 1 and Level 2.
6.15	Conformance to RuPay card EMV's latest specification; mention the version readiness for both the levels, Level 1 (for Card Reader Hardware) & Level 2 (for Application Software). It will be responsibility of successful bidder to ensure the conformance to RuPay Card EMV's latest specification mention the version readiness for both the levels, Level 1 and Level 2.
7	Terminal Processor
7.1	Intel Core i3 processor 4th Generation or higher, with minimum clock speed of 2.6 GHz or higher with minimum 3MB cache.
7.2	4 GB DDR III RAM or higher and Upgradable to 8 GB RAM
7.3	2 MB VRAM or higher Memory Compatibility so as to support the functionality and specification defined in the RFP.
7.4	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. And for, vendor shall upgrade to the latest version at no extra cost to the Bank. ATM operating system should be upgraded with latest service pack and patches at no extra cost to Bank on timely manner as and when required.
7.5	(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.

Sl. No.	Features
7.6	<p>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-</p> <p>1) The solution must ensure that only "whitelisted" applications run on the ATM.</p> <p>2) The solution must prevent the execution of any non-whitelisted files on the machine vendor to provide standard whitelisting solution which should meet above requirements and should come preloaded in the ATMs to be supplied and installed by successful bidder.</p>
7.7	Motherboard to be compatible with specifications given in clause number 7.1 & 7.2.
7.8	Minimum 500 GB or higher SATA/e-SATA HDD (for OS) Minimum 1 TB or higher SATA/e-SATA HDD(For camera Image) or SSD hard disk with equivalent size.
7.9	Minimum 2 USB ports at front side & rest all USB ports may be provision at back side. (Machine should have the compatibility so as to support the functionality and specification defined in the RFP.)
7.10	Triple DES with encryption and validation software-capable of Remote Key Management
7.11	Support AES(Advanced Encryption Standard) in future without any additional hardware changes.
7.12	The ATM should have Triple DES Encryption which is RuPay/ VISA / MASTERCARD/ Diner/JCB & Union Pay compliant. It should have remote key download, TRIPLE DES chip with encryption, verification and validation software. Should support AES without any additional hardware.
7.13	The ATM supplied by successful bidder should support remote downloading of screens and remote loading of security keys.
7.14	MPEG full video with voice guidance support to play both MPEG and wave / sound file. Internal Speakers required.
7.15	Software support to MPEG full motion video as part of the multimedia capability on the ATMs.
7.16	10/100 Mbps Speed LAN Card (IPV 6 Compliant)
7.17	Capable of Voice guidance to customer and slot for connecting head phone, PIN and figure print authentication (UIDAI Compliant)
8	Visual display Unit

Sl. No.	Features
8.1	SVGA compliant 10" (Ten Inch) and above colour LATM Display with touch screen monitor with 1024x768 resolution having 8 or more operational or functional display keys.
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 (with support for visually handicapped through 8 Function Keys). Touch Screen should be of sturdy make. In the event of a fault in Touch Screen arising through normal wear and tear, Vendor shall replace the same at no extra cost to the Bank.
8.5	8 Function Keys (FDK) with Braille embossing
8.6	ATMs should have privacy screen filter which enables the view of the ATM screen only to the customer standing in front of the ATM.
8.7	Both PIN and UIDAI compliant finger print authentication to be provided
8.8	Tri-lingual screen support should be possible.
8.9	Capable of Voice guidance to customer & digitalized WAV files in Indian accent for the same in all the three languages to be provided by successful bidder as per the Annexure XXII of this RFP in consultation with the Bank at no additional cost.
8.10.	There should be support for text to speech for full-fledged voice guidance in case Bank wishes to implement voice guidance solution.
8.11	Speakers for customer guidance to be provided
8.12	Ear phone jack to be provided and should be compatible with 3.5 mm jack of 3 pole as well as 4 pole
8.13	The Voice guidance solution should be enabled and be activated with insertion of earphone jack into the given slot by the cardholder. This should be in line with IBA/Govt. of India guidelines for enabling visually impaired persons to transact at ATM.
8.14	Adherence to Persons with Disability standards compliance and; Access For All (AFA) compliant and suitable for wheel chair based operation for physically challenged.
8.15	Internal fixed Speakers Required
9	EPP PIN PAD
9.1	The PIN PAD must be rugged spill proof Triple DES enabled with polycarbonate tactile/ stainless steel 16 key alpha/numeric (EPP PIN pads) Keys. EPP Keypad to be PCI version 3.x or later compliant, Supporting Remote Key Management loading feature, Access For All (AFA) Standards, Physical Protection as per "PIN Protection Principles and Techniques" (PIN Shield) and approved Algorithm(s) for PIN Encryption. Support advanced

Sl. No.	Features
	Encryption Standard in future without any additional hardware. (PCI version 3.x or later, certificate to be submitted)
9.2	Rugged spill proof Triple DES enabled Keyboard with Poly Carbonate tactile / stainless steel EPP pin pad keys EPP keys to be PCI compliant with sealed metal key pads as per industry standard.
9.3	Must be Triple DES Com pliant for RuPay, MasterCard, VISA, Diner and EMV card standards
9.4	EPP keypad should be in conformance to PCI version 3.x or above and ADA compliant with sealed metal keypad. Vendor to submit the Certificate for conformance to any of the international standards should be attached along with the offer
9.5	EPP Keypad should support Remote Key Management.
9.6	EPP should be designed so as to prevent overlaying of fake pin pad. Forcible removal of EPP should bring the machine down, resulting in loss of data stored in the EPP, so as to prevent compromise even with high end decryption. Please provide details of the technology/solution.
9.7	The PIN Pad must also meet MASTERCARD/RuPay/Visa/JCB/ Union PAY/Diner 3.x requirements on Tamper Resistant Security Module which enables automatic destruction of Secret keys in case of attempt to interface with the encryption system.
9.8	Conformance to PCI version 3.x or above EPP Standards which should also support RuPay, VISA, MASTERCARD, JCB, Union PAY &Diner cards.
9.9	The Machine must have Pin Shield/ Pin Guard to prevent shoulder surfing attack. The Pin shield/Pin Guard should 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, JCB, Union PAY and Diner recognized laboratory and approved by PCI, VISA, MasterCard, 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.

Sl. No.	Features
10	Receipt Printers
10.1	Minimum Top-Of-Form 40-column thermal printer/Dot matrix printer for printing various information pertaining to transaction executed by customer (Customer Receipt) in Hindi, English as well as other regional languages like (Marathi, Punjabi, Bengali, Oriya, Gujarati etc.) log of the transactions etc. i.e., Trilingual support.
10.2	Inbuilt software for enabling receipt printing in Hindi , English as well as regional languages like Assamese, Bengali, Gujarati, Kannada, Malayalam, Marathi, Oriya, Punjabi, Tamil, Telugu and such other vernacular languages.
10.3	The printer must be able to cut the paper and push the receipt out of a slot provided on the ATM fascia.
10.4	Capacity to hold 400m roll for printing approximately 5000 Transactions
10.5	The ATM should have the capability to support multilingual customer receipt printing as per customers choice of language
11	Journal Printers
11.1	Minimum 40 column thermal /Dot Matrix Printer to print audit trail as per Bank's requirement. If journal printer runs out of paper or gets jammed or becomes non-functional, ATM should not function.
11.2	Electronic journal to be also written on ATM hard disk simultaneously to printing on paper roll.
11.3	The ATM Journal printer should be capable of printing the receipt of the transactions in English.
11.4	There should be low media warning for items viz. bills, journal rolls, consumer receipts etc.
11.5	ATMs must be enabled for Electronic Journal. ATMs must be capable of reporting low warning message like Journal Printer & Receipt Printer.
11.6	Provision to store transaction details in the hard disk as per standard format prescribed by NPCI / RBI and mechanism to retrieve the data from the hard disk at any point of time
12	Software & Connectivity
12.1	Should be capable of connecting with Bank's ATM Switch.
12.2	Should have Network Interface Card and be able to connect to any type of Ethernet network switch.
12.3	Should support TCP/ IP, IPV4 & IPV6
12.4	The model must support downloading of screens
12.5	WOSA/XFS(CEN/XFS) layer with all device drivers
12.6	The software should be capable of performing multifarious functions listed above and elsewhere in this document
12.7	Capability to support MPEG full motion video

Sl. No.	Features
12.8	The software should have the utility for converting files containing transaction details into ASCII format
12.9	Should connect to the existing switch using NDC/DDC device handler. As and when BIS comes up with an alternate Indian Standard device handler, successful bidder must provide upgrade to this standard free of charge.
12.10	Should be capable of being connected to Bank's Financial Transaction Switch and switch of other networks- using existing device handlers at no additional cost to the bank.
12.11	The software should be capable of performing multifarious functions and interface should facilitate all Admin, Recon and MIS functions.
12.12	Software should be preloaded with CEN 3.0 complaint XFS or Equivalent with cross vendor support.
12.13	The software roadmap should include support for remote key transport and XFS as well as IFX message standards
12.14	Software for Electronic Journal pulling supplied by Bank /Third Party should be supported and installation and maintenance has to be done by successful bidder without any additional cost to the Bank.
12.15	Software should be capable of implementing/ customizing for finger-print registration and Biometric authorization application as required by the Bank.
12.16	The ATM should be capable of supporting a third party software agent such as SDMS/Radia/InfoBase etc.
12.17	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.
12.18	Should also provide support for third party software and upgradation and distribution at no extra cost to the bank.
12.19	Electronic journal to be also written on hard disk and Replicated on the second hard disk which records images. The solution should include a EJ viewer.
12.20	Should have Software for reading the EMV chip cards with EMV version 4.0 levels 2 or higher. (Vendor to submit EMV compliance certificate)
13	Terminal security solution includes Access Management, Operating System Hardening, Hard disk encryption and whitelisting solution
13.1	System Hardening /Terminal Security Solutions
13.1.1	The terminal security solution should be monitored & controlled through centralized server and should work with any standard ATM agent monitoring solution.
13.1.2	The Solution should support Various map and views with filtering capabilities for instant access to security status of terminals/devices.

Sl. No.	Features
13.1.3	The solution should support - Deploy and update Security Policies and configurations.
13.1.4	The solution shall not have performance impact of the existing ATM and their peripheral devices and performance.
13.1.5	The solution shall be able to disable Auto-run facility of exe file from a network or a USB port.
13.1.6	The solution shall be able to set BIOS and Windows Password Centrally.
13.1.7	The solution should support - Deploy and update Security Policies and configurations.
13.1.8	The solution should support -Health information of various Security software products can be retrieved promptly to support any analysis.
13.1.9	The solution should support -Set SMS and E-mail alerts for significant / critical events.
13.1.10	The solution should allow for the remote management of user credential according to strong password and industry requirements.
13.1.11	It should allow an administrator to define different roles for various users & groups and assign each of them specific user rights.
13.1.12	The solution should provide additional hardening capability to the operating system, irrespective of the OEM (which is based on ATM industry best practices).
13.1.13	Effective, state-of-the-art protection against various Microsoft OS 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

Sl. No.	Features
	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
13.1.22	The solution should support One Time expiring passwords.
13.1.21	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, ATMROM etc.
13.1.33	The solution should protect against the unauthorized updating / changing of configuration – property files
13.1.34	The solution should have firewall functionality
13.1.35	The solution should be capable of identifying behavior anomalies within the ATM software
13.2	Hard Disk Encryption
13.2.1	The system should not require any human intervention (like manual password entry).
13.2.2	Encryption of all data (user files as well as system files) from an ATM's hard disk.
13.2.3	The solution should enable for an exact status of disk encryption to be retrieved and display centrally on a monitoring system
13.2.4	The solution should be capable of changing the configuration of the hard

Sl. No.	Features
	disk encryption and the parameters used to encrypt
13.2.5	Should protect data confidentiality when a system is out of operation (when HDD removed from native ATM).
13.2.6	Encryption should be linked to the ATM internal components characteristics, like peripherals USB devices. This tightly locks the encryption to local ATM environment. And no central password management server is required.
13.2.7	The solutions should have the capability to decrypt an ATM hard drive outside of the ATM for recovery purpose (in highly secured manner)
13.2.8	The ATM's should still cater for customers while the hard disk is being encrypted (during installation)
13.2.9	The solution should also have capability to have central server based authentication
13.2.10	ATMs should have full hard disk encryption (FHDE) and encryption and authentication solutions to protect internal communications between the genuine ATM PC core and ATM modules, including the dispenser.
	Dispenser encryption (Communication between ATM PC and Dispenser should be encrypted). All Sensitive information must be encrypted during transmission.
13.2.11	ATMs Windows 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 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

Sl. No.	Features
	AES-NI 256-bit cryptographic engine 4. Support for Pre-boot Networking on both Legacy BIOS and UEFI devices 5. Auto boot - Seamless boot Up without additional authentication screen yet secure with encryption 6. Solution should do Sector based encryption; every byte of data is encrypted 7. Single Centralized management console for managing the encryption policies 8. Allows for Remote Browser-based Access to the Encryption Server for Administration and Reporting 9. Audit logs are automatically sent and stored on the encryption server.
13.3	Intrusion Detection And Protection (anti malware)
13.3.1	The solution should have provision to block unused ports on the ATM.
13.3.2	The solution should be protected against being manipulated
13.3.3	The solutions should protect against malware which may be injected locally or remotely on to the machine.
13.3.4	The solution should protect against the manipulation of executable e.g. .exe, .dll, .class etc. and scripts e.g. .js, bat, .bat etc.
13.3.5	The solution should protect against the unauthorized updating/changing of configuration – property files
13.3.6	The solution should issue alert / warning once a threat has been identified
13.3.7	The solution should block the unauthorized installed software
13.3.8	The solution should have capability to allocate only required ATM resources to the Whitelisted application. And during the running of the Whitelisted application should monitor if only those resources are being accessed. In case of any deviation, alert should be raised and resources should be blocked. Further, any outdated malware definitions on a terminal should be highlighted in a centralized dashboard.
13.3.9	ATMs should be provided with Anti-virus solution to facilitate blocking of malicious codes/traffic entering the ATM. Alternatively, successful bidder should provide ATM specific firewall to take care of intrusion detection, port scans and other common virus attacks.
13.3.10	Updating the Anti-Virus software will be the responsibility of successful bidder also 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 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

Sl. No.	Features
	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.
14	Other Requirements
14.1	Only permitted applications to be run in the Machines using Sandboxing concept.
14.2	To whitelist only the required applications to be Run in the ATMs.
14.3	Access to external devices should be centrally controlled
14.4	All files to be protected from damages
14.5	Doesn't allow any registry level changes
14.6	Centralized Applying of OS as well as application Patches
14.7	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 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.

Sl. No.	Features
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
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 210 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

Sl. No.	Features
	support) for all ATMs in English, Hindi, Regional languages. The ATM should have Voice Guidance flow enabled for the visually challenged along with Text to Speech, web extension services, EPP/functional keys based voice guidance support with internal speakers & jack.
18	General requirements
18.1	Capability to function round the clock.
18.2	The proposed ATMs must be configured & must be compatible for accepted standards of RuPay, MasterCard, VISA, JCB, Union Pay & Diners.
18.3	ATM should be provided with Anti-virus solution. Updating the Anti-Virus software will be the responsibility of successful bidder also successful bidder will be responsible for OS hardening, installation of service pack, and patch files.
18.4	Keyboard / Pin Entry Device (PED) must be Braille enabled so that visually impaired persons can also be able to operate without any difficulty and have passed testing by Payment Card Industry (PCI), RuPay, Visa, JCB, Union Pay and MasterCard recognized laboratory and approved by PCI, VISA, MasterCard, RuPay and all major payment gateways.
18.5	ATM should have design which provides protection from Ants, Pests, Rats, Rodents, snakes etc. to infiltrate in the machine.
19	Color Branding & 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	DVR (Digital Video Recorder) provided must be able to capture image of the customer, when the customer enters the ATM room and also when the customer does a transaction at the ATM. ATMs should be with pinhole camera installed inside with motion detection capability. The images captured by the cameras should be recorded on ATM hard disc. In addition, one external camera should be attached to ATM and Images/videos captured by the same will be stored at ATM hard disk. Solution should be able to store Minimum 6 months of video images at an average of 600 transactions per day in the hard disc at any point of time. Additionally provision for 2nd external camera for site surveillance must be available.
20.2	The solution should be able to store the images in a digital format. The solution must be able to capture the transaction information – such as the date & time –along with the images and same should be stored. The image stored should be in high compression JPEG format and must be stored for

Sl. No.	Features
	minimum 180 days with an average of 600 transactions per day.
20.3	The machine should have the facility to allow uploading of images from the machine to a central server or central location at Bank's EFT switch centre as and when required by the Bank. The central server shall be deployed by Bank.
20.4	Support to add additional 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	The solution should use minimum two cameras in different angles, one inside the ATM and another in the ATM Cabin. Camera should be suitably positioned to take image of the person even under poor lighting conditions. Camera should not capture the hand movement while entering the PIN. It will be the responsibility of successful bidder to ensure that the images so captured are able to identify the persons entering the ATM Room.
20.10	At no point the cameras should focus on ATM keypad (Masking must be implemented on keypad area).
20.11	There should be minimum one camera inside the machine to capture the customer image. Camera should not capture the hand movement of the customer while entering the PIN. The 2nd Camera should be installed within the ATM Room to capture the overall ATM site and store the images within the machine for a minimum period for 6 months.
20.12	The cameras should be pilfered proof and hidden
20.13	Solution should be able to record opening of chest door/upper hood and be able to send message to switch in each case.
20.14	The system should have adequate provision for storing the images, back-up and archived images.
20.15	Solution must be configurable to suit different site requirements and must be capable of performing under extreme light and heat conditions.
20.16	Machine should be able to send indication to the switch whenever DVSS is down.

Sl. No.	Features
20.17	Solution must have an integrated video surveillance system and centralized monitoring should be possible.
20.18	The solution should be able to pull the required images from the Central location and share the same over e-mail with Bank officials, as and when required.
20.19	The solution must not degrade the performance of ATMs, e.g., speed of normal transaction
20.20	The image surveillance hardware should be integrated within the ATM
20.21	The machine should support water marking for image authentication.
21	Environmental Capabilities
21.1	Should operate in a range of temperature from 5 degree Centigrade to 50 degree Centigrade
21.2	Should be capable of operating in range of relative humidity conditions from 5%to 95%
21.3	Energy saving features. Indicate Power consumed include standby/sleep mode.
21	Visual Impaired Kit for the above ATMs
21.1	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 regional language and this functionality should be enabled.
21.2	ATMs installed should have Braille keypads for persons with visual impairment.
21.3	ATMs should include Braille-enabled function keys and guide labels for other functionalities, such as card reader, reader, receipt, ATM/ATM.
21.4	Should have bunch cash presenter for ease in collecting cash
21.5	ATMs should have slot for connecting head phone, PIN and figure print authentication (UIDAI Compliant) scanner.
21.6	Voice guidance facility of Talking ATM as per Annexure- XXII of this RFP.
21.7	Should have ergonomic design for easy accessibility
21.8	ATMs should include Braille-enabled function keys and guide labels for other functionalities, such as card reader, reader, receipt, ATM/ATM.
24	Grouting
24.1	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

Sl. No.	Features
	Fischer make. Applying resin adhesive (Araldite) over the finished bolt positions for improved bonding & Repairing broke tiles, if any

ATM APPLICATION RELATED: All are mandatory

<u>SL NO</u>	<u>FEATURES</u>
1	Machine should be capable of centrally downloading Software/ Patches upgrades and idle screen and content distribution when connected with Bank's provided MVS Software.
2	Should have built-in EJ viewer with search facility
3	Should have EJ archival and retrieval facility
4	Should be capable of interface through multi-vendor ATM software Agent machine with Bank's Switch Multi-Vendor ATM Central Server.
5	Cash Dispenser Application should be capable to interface with Bank's Switches Multi-Vendor Central Server
6	Software for reading the EMV Chip Cards. Smart Card/ chip Card EMV version 4.0, Level 2 approved terminal resident application.
7	Remote diagnostic agent to diagnose problems with the machine including but not limited to predicting part failures. This service including proactive rectification of problems reported by remote diagnostic agent will have to\ be provided by the bidder /OEM mandatorily at no extra cost to the Bank. The bidder also agrees to install any software selected by the Bank at no cost to the Bank.
8	Response to the terminal from central solution should not be more than 500 Mili seconds from the time of request originated at the terminal. In case of delay in response or no response from central Solution default transaction flow should be used.
9	Terminal solution should be the single intelligent application that controls devices/supports display on screen at terminal. Controls and supports multiple devices eg epp, dispenser, card reader etc
10	Bidder to confirm ability to demonstrate proof of concept about ATM software being capable of supporting all the applications currently with the bank such as ATM Locator and other Utility Bill Payments.
11	Software to support DDC/912 or NDC message emulation
12	Software to support IFX message emulation.
13	The bidder/Supplier should support the Endpoint protection Solution available with Bank else bidder/supplier should provide Virus protection, detection and maintenance of virus definitions for the native application
14	

15	Vendor should arrange for OEM Vendor/Service Provider to deploy support team for testing at the ATM Test Lab whenever required at no cost to the bank.
16	Support Balance Enquiry
17	Support Mini-Statement
18	Support Biometric Based Authentication API v 2.0 specifications (as Stated by UIDAI). Additional changes required to support later revisions to be provided at no cost to the bank
19	Support/Display of graphics/animation/ scrolling/ date & time
20	Support PIN Change
21	Support Mobile Number Registration
22	Support Mobile Banking Registration/Deregistration
23	Support Prepaid Card Cash Withdrawal
24	Support Prepaid Card Balance Enquiry
25	Support Aadhaar Number Seeding
26	Support Cash increase/decrease/short/ excess Admin Transactions using admin card
27	Support Dynamic Currency Conversion during transaction
28	Support Failure Alert
29	Support Idle Screen /Advertising
30	Supports for all available and proposed /advanced value added services
31	Supports OTP Based and Cardless transaction withdrawals
32	Supports Virtual keyboard at ATM Screens for inserting alphanumeric text/numbers
33	Support QR code based Transaction
34	Support Card less Transaction
35	Support NFC based transaction/contactless transaction
36	Support EMV-chip based Transactions
37	Support for AKDS
38	Support for 3-DES
39	Support for supervisory mode cash counter update
40	Support Account Number Masking (on receipt)
41	Support 2 digit Screen for checking Keypad is working
42	Support Timed out and Last Transaction Status(LTS) based reversals
43	Support for MAC (Message Authentication Code)
44	Support 2048-bit or higher encryption standards
45	Support Instant Money Transfer Transaction
46	Support for AES
47	Support for TLS1.2 or higher
48	Support Biometric based Registration
49	Customer preferences eg Language, Fixed amount withdrawal etc

50	Supports Windows 10 or the latest available Windows Operating system (up gradation to the latest version at no extra cost to the bank)
51	Application interface facilitating all Admin, Reconciliation and MIS functions
52	Provide Text-to-Speech(TTS) support in English, Hindi and regional languages.
53	Terminal should be capable to integrate with custom/3rd party Text-to-Speech(TTS) software.
54	Solution to support capturing, storing and retrieval of pictures/ Video clips during the transaction at the terminal using proprietary and/or CEN XFS Compliant camera. (In case of proprietary camera solution, solution provider to develop/customise the camera solution using proprietary drivers and/or using proprietary camera application wherever available)
55	Proposed Solution should be capable of stamping the transaction Information (with masking of Card Number as per PA-DSS) on the images / Video clipping.
56	Customization if any with the OEM proprietary solution will be the sole responsibility of the Solution provider)
57	EJ format should be parameterised and on the standard format irrespective of make and model of the terminal, as per the requirement of the Bank.
58	Multilingual support for all Official languages as declared by the Indian Constitution or by respective states in India as well as major foreign languages
59	Screens
60	Campaigns
61	Receipts Printing
62	Text Messages on Screens
63	Audio support (Text to speech in preferred language)
64	Disability compliance (Text to speech, longer timeouts, handset detection, FDK to numeric key detection.
65	ATM Should be capable of integrating with any Endpoint Protection Solution, if any, available with the bank from time to time without any cost to bank.
66	OEM's native ATM Application should be able to block USB ports on the ATM.
67	OEM's native ATM Application should have firewall functionality.
68	OEM's native ATM Application should issue alert/ warning once a threat has been identified.
69	OEM's native ATM Application should block unauthorized installed software.

70	OEM's native ATM Application should have capability to allocate only required ATM resources to the whitelisted application. The application should monitor during the execution of the application that only whitelisted resources are accessed and log all events at the ATM Terminal.
71	OEM's native ATM Application should be capable of integrating with Bank's Provided single centralized management console for managing, administering and pushing the hardening policies
72	The OEM's native application should have hardening policies for ATM environment and should have out of box prefabricated best practices to reduce installation period without any additional cost to the Bank.
73	Vendor should arrange for OEM Vendor/Service provider for image create for installation either at site directly or before dispatching machine to the installation site.
74	Vendor should arrange for OEM Vendor/Service Provider to Support all security review and testing provided by Bank as and when required without any extra cost to the bank.
75	EMV Co Level 2 approved terminal application/kernel. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank during the currency of the contract.

E-Surveillance system:

E- Surveillance system would consist of the following services under OPEX model

→ Remote Surveillance: Alert and Health based Monitoring

Features of E-Surveillance System

Video Surveillance

CCTV camera in ATM lobby/Hidden pin hole camera (One or two cameras depending upon Banks requirement), outside the ATM room (In case of cities like Bangalore), in the ATM backroom. (Camera should be IP/Analogue Cameras, Pls Specify)

CCTV surveillance from command center.

Video verification, Camera, DVR health status monitoring (Using AI methodology).

Storing of video images for 90 days in DVR, for any incidents image would be automatically updated to the Central Server and would be available for 1 year.

Physical visit of site for footage retrieval in case duration is more than 1 hour.

Two-Way Audio System And Siren/Hooter

To Determine attempted crime

If activity is unauthorized or suspicious, control center team will validate and take action within 10/15 minutes

Multiple person/queueing at the ATM at same time.

Person entering the ATM with Cap, covered face, Eye Shades, Helmet etc.

Identification done by using AI features
Person sitting / sleeping inside the ATM for longer duration.
Theft of Outdoor unit of ACs.
Confirmation of CRA activities Or any other unusual behavior at site
Panic/Duress Switch
Installation of Panic button at ATM lobby & back room to be displayed prominently.
After pressing the panic button, the ATM lobby siren will buzz & command center will receive high priority alert.
With the help of Two-way communication, QRT & police authorities panic situation / attempted crime will be fixed.
Fire and smoke detector
Installation of fire & smoke detector in ATM lobby & ATM backroom. In case of Backroom is not available, both the Fire and smoke detectors to be installed in the lobby at appropriate places.
Command center will receive high priority alert through fire & smoke sensor to prevent Fire
Vibration Sensors to monitor Activities inside the ATM Premises.
ATM 1, ATM 2 & more vibrations (Drilling and Hammering), removal of ATM chest & hood door zone sensors.
ATM backroom – door open sensors.
Keyboard password facility for Backroom access
CAM1, CAM 2, CAM 3 & more removal sensor.
AC 1 & AC 2 blower/outdoor removal sensor.
Vibration Sensor for Glass door
UPS & UPS batteries removal sensors for UPS batteries.
Power Management Controller
Installation of Power management controller to turn On/Off the Signage, AC, lights of ATM lobby & lights out side ATM lobby.
Power Input Sensor –Mains Input (ON / OFF).
Power Output Sensor - UPS Output (ON / OFF).

Quick Response Team (QRT)

- Incident Tracking
- Trouble ticketing
- AI Analytics
- Beat Marshall/Remote Attendant

Features of e Surveillance system

Type of Monitoring

Motion Based Monitoring

Continuous monitoring of sensors
Perform Video Verification
Determine if activity is unauthorized or suspicious
Use 2-Way Audio to deter the crime
Deploy Quick Response Team if Crime could not be deterred and also alert / inform Police authorities etc.
Auto Image snap-shot at E-Surveillance Vendor for all alerts and video recording at control centre for any attempted break-in.
Detection of unintended Multiple person entering the ATM at same time
Detection of person entering the ATM with Cap, covered face, Eye Shades, Helmet
Detection of person sitting / sleeping inside the ATM for longer duration.
Detection of Theft of Outdoor unit of ACs.
24X7 Alert based Monitoring
Detect activation of sensors.
Continuous monitoring of sensors.
Perform Video Verification.
Use 2-Way Audio to deter the unauthorized activities.
Switch off-Siren if it's a false alarm.
Ensure that Signages, Lights and ACs are put ON/Off as per the Schedule. Schedule will be shared for locations.
Deploy Quick Response Team if Crime could not be deterred & alert / inform Police authorities etc
Storing of ticket related notes / recordings of suspicious / criminal events with various parties for 90 days in local DVR.
Monitoring, reporting and follow up for Repair and Maintenance services.
Monitoring Housekeeping services.
Monitoring of health check-up of Hardware installed & network connectivity. Health Below Health Check-Up Required to be done twice a day.
DVR Health Check-Up
Hard Disk Health Check-Up
All Cameras to be working
Check if clear images are getting captured
Check if Recording is taking place (at any time 90 days recording to be available)
Alarm Panel to be Working
Power Supply to DVR & Panel
Connectivity Monitoring in every 15 Minutes
Receive Alert

Incident Reporting through SMS and Email alerts

In case of any alert/incident generated, auto Escalation will happen to at least 5 persons by SMS and Email. Also an escalation matrix can be followed for this alert management.

Command Centre Activities

Requirements for Command Centre.
24X7 monitoring of Health status of every E-surveillance equipment's.
Trouble Ticket (TT) acknowledgement through closure
All assets continually communicate to the Control centre and push alarms.
Automated video recording for all desired or critical alarms onto the central server
In Duress situation, including burglary, call Officials as per Escalation Matrix & simultaneously inform the nearest police station and Response Teams, if service opted
by In an the Emergency customer situation like fire, call fire station, Officials and Control room operatives have access to onsite cameras for video verifications and audio intervention
Control room can generate tickets and send out SMS as well as emails with IVR call out
Automated Health Status tracking
MIS generation, SLA adherence

Quick Response Team (QRT)

Quick Response Team (QRT)	Action to be Taken
Fire alert	Command center to do due diligence and inform Fire Station, QRT team for physical visit to the site as per agreed TAT of 30 Minutes.
Panic Switch	Command center to do due diligence and inform QRT team for physical visit to the site as per agreed TAT of 30 Minutes.
Theft Attempt/Vandalism	Command center to check through Two-way audio system and parallelly inform QRT team, Field Team and nearby police station.
Unauthorized / Suspicious Activity	further Command action center to check and verify through Two-way audio system and inform QRT team and Field Team for further action
Flood/Natural Calamities/Band/Protest/Local disturbance Etc.	Command Centre to instruct QRT team to take necessary action accordingly (This might require shutting down of ATMs/Removing cables /Shutter down etc)
Requirements from Law enforcement Agencies	QRT team to furnish all relevant details at the site.
To attend the site within reasonable time (generally within 15 to 20 minutes in Metro & Urban area, 30 minutes to 40 minutes in Semi Urban & Rural area).	
To be able to inform the Police and take their support locally, in dire eventualities	
To take reasonable deterrent action, when encountering the culprits at the event sites.	
To support the Bank and Law enforcement authorities up to the extent warranted by	

the nature of the event

Any other related work, which may be included in the agreement after mutual discussion

Remote Assistance (RA)/ Beat Marshall/ Patrolling

Remote assistance (RA)/Beat Marshall/Patrolling services to be made available on request. This service includes site visit and audit of assets by a remote attendant for a specific duration.

To visit and clean the ATMs site, its front entrance area and general surrounding for ascertaining the cleanliness of the site as per agreed timings

Check each site by Video 2 times a day for Litter b/w the timings as specified by Bank

Escalate to roaming beat marshal and Bank MSP agency of uncleaned sites

Re-Check the un-clean sites after 1 hour to ascertain cleanliness

To report about unusual activities observed at the site and clean and unclean sites

To open and close the shutter of the site as per pre- determined shift timings of the ATMs

To submit the report as per the mutually agreed formats and procedure of reporting

Any other related work, which may be included in the agreement after mutual discussion and appreciation of the inherent issues

AC, UPS & Signage energy Management and functionality monitoring

To monitor the serviceability of UPS, AC and Signage to carry its remote power monitoring and report its functionality state on the mutually agreed format to the MS vendor and the Bank

Any new monitoring tool or report relevant to monitoring or efficiency enhancement of the ATMs, its monitoring and higher deliverance can be added as per the requirements coming up or discovered in future and the bidder is bound to accept such requirements within the overall framework of the scope of the e-Surveillance services and within the cost or charges finalized as a result of this RFP.

The software developed or customized should follow a standard development process to ensure that it meets functional, security, performance and regulatory requirements of the Bank

Event Based Surveillance activities

Detection of Intrusion in the ATM, UPS, Control Panel, etc. ATM premises / adjoining portion of Branch premises, in case of Onsite ATMs wherever, due to structure & lay-out, , there is likelihood of occurrence of such overlaps

Sensor/facility to be provided, which should be able to detect any unauthorized and suspicious person entering ATM room such as covered face, face under mas and/or use of helmet etc

Alert on fire/abnormal heat, smoke, in the ATM premises / adjoining portion of

Branch premises, in case of Onsite ATMs wherever, due to structure & lay-out, such overlaps occur
CCTV Surveillance should be provided in ATM Room and ATM Back room as well as the front entrance area
Event Based detection of loitering or unauthorized activity, using motion detectors through PIR (Passive Infrared) sensor/ IP Camera on a round the clock basis/or on a shift basis, wherever the ATMs functioning is on a shift basis. In other words, the Trigger action in all the ATMs including the Night closer ATMs would be on event based basis however, all the ATMs would remain under Surveillance for the 24 hrs basis
Video verification by viewing images of site on above event
Storing of Images and Video for any Verification (90 days minimum) (Expandable to meet higher period for storing in case of any future administrative / regulatory requirements)
Use of 2-way audio to deter the possible crime
Storing of ticket related notes / recordings of conversation with various parties for 90 days minimum. Storing of suspicious / criminal events would be for beyond 90 days, till the closer of the case
SMS / Emails to Bank officials posted at Regions/ Zones, on receiving an alert as per mutual agreed procedure. This disposition may be altered as per Bank requirement in future
Telephone escalation to related parties regarding communication of crime
Bank should have the authority and discretion to remotely view any of the ATMs under this solution whenever required, carry out mock drills etc. with availability of log details
Providing mutually agreed reports and bidder is under obligation to provide audio- video footage / images as per the requirement of the Bank.
Providing mutually agreed audio – video footage/ images for submission to Police authorities/ Civil Administration authorities, under the law
The offered system should have various reporting capabilities such as e-Surveillance system down report, system health check report, ATM-wise site-wise alert reports, ticket transaction reports, main power cut reports, chest door open report, hood open report, housekeeping attendant report, CRA attendance report and connectivity/ link uptime report etc
The e-Surveillance vendor will be solely responsible to provide such information or video footage or image or reports to the police or other regulatory authorities on demand and under the permission of Bank's authorities. Suitable penalty will be applicable in case of failure to provide requisite footages.
To implement the offered system as per the technical and functional specification given in the RFP document
Site and Geography identification for installation of system would be done absolutely at the discretion of the Bank. Similarly, any addition of site should

not attract any additional commercial
The Bank may shift its ATMs during the contract period. In these cases, the bidder has to shift the same equipment to the new location.
During the currency of the contract, if any additional sensor is required to be installed, the vendor will install the same without any extra cost
During the currency of the contract, the vendor should upgrade the system at additional cost, particularly with reference to upgradation in technology related CCTV camera (resolution). Sensors or due to compliance of any Regulator guidelines/requirements etc
The Bank would use this support infrastructure for any other site control measure also

Reports

Link Uptime Report
Call lodge portal for Image retrieval cases
Monthly call logged report for footage retrieval.
One sample image to be pulled for all the E-Surveillance base and report to be furnished fortnightly.
In case of image requirement cases, images for all cameras to be furnished within 48 hours.
DVR health Status report
ATM wise alert Report
Trouble ticket transaction report
Chest door open report
Incident management Report
Power Management Report
Others reports as desired by the Bank

General

to supply complete end to end solution including requisite software along with end to end integration support, including all the functionalities as mentioned in this RFP
Bidder has to supply, install and configure all the required software etc for the successful implementation of the proposed solution at both DC & DR sites of the Bank and renewal thereafter on mutual agreement
creating and managing environments for Integration testing and UAT (User Acceptance Testing)
Provide specific tools and utilities required for implementation of the solution without any extra cost to bank
The Bidder shall be responsible for Supply, Installation, Integration, Rollout, Operational configuration, failover testing and Maintenance of Solution in the Bank
Enable suitable information security / cyber security and secure configuration in respect of the components, and utilities in the system, as per requirement of the bank from time to time

Not to disclose or use any information and data generated during Solution integration such as user details, sensitive information like Power on Authentication credentials & Proof of Identity credentials, queries, responses, statistical data, and so forth, with any third party
Bidder shall be responsible for complete designing and sizing of the solution as per the business requirements
Vendor will be responsible to respond to emergency events on urgent basis as per the SLA
Vendor shall provide complete technical training to Bank officials by the MANUFACTURER on, design, configuration, operation, maintenance, management and administration of the solution
The bidder shall provide the architecture of the proposed solution include features and functionality designed to minimize impact on production servers, applications, and network bandwidth and ultimately the end user of the production
The bidder should be responsible for resolving any compatibility issues with existing hardware & software infrastructure during deployment and maintenance of the Solution
The bidder shall be responsible for free of cost up gradation of the software used for the Solution as and when the same arrives in the market during the subscription
In case the solution offered has End of Life / Support already announced or announced by OEM/principal vendor/IPR owner during contract period, the service provider (Bidder) has to ensure that the same will be supported till the validity of the contract / or replace / upgrade the same on its own cost without any disruption in the ongoing business
The bidder shall be responsible for re-installation, relocation, configuration/Re configuration/Tuning of new/existing hardware/software for operational and failover testing of Software
The bidder shall be responsible for generation and submission of necessary documents required during various phases of project viz. planning, installation, commissioning, rollout, acceptance testing, project diagrams and other reports etc. All such documents shall commence only after the same is approved by Bank
The bidder shall review the policies and procedures of the Bank and should will configure the software in such a way so as to offer the answer/solution to the customer within the purview of Bank's policy keeping in view the best industry practice
The bidder shall provide detailed drawing of the installed setup after completion of the project. This will also include the printout of important configuration settings of the servers.
The bidder should provide a detailed plan describing methodology for implementing the solution
The Bidder shall be responsible for all patches/updates required in the offered solution for smooth installation of solution without any extra cost to the Bank
Bidder would be responsible for the installation, support and management of the

Database

Bidder shall be responsible to customize the software with respect to the Bank's Requirement

Bidder is required to set up DR without any extra cost to the Bank

Bidder shall be responsible for addressing VAPT issues during the contract period. All the necessary patches related to OS, Database and application etc for addressing the VAPT issues should be installed by the Bidder. Details are mentioned under section: Maintenance and Support

Bidder should comply with all the guidelines issued by RBI/IBA/Govt of India and any other regulatory authority issued from time to time



Part – V

1. Consortium

- i. The bidder may form a consortium and bid for the RFP document, as it is the Bank's expectation to maintain, implement and refresh the most appropriate hardware and software products and maintain policies and procedures to serve the Bank. However, in this case the Bank will deal with only the selected bidder as a single point of contact who shall have the sole responsibility for the entire assignment irrespective of the fact that it is only the part of the consortium. Each consortium shall name the selected bidder who shall have the single point responsibility for the consortium in their bid responses. The selected bidder which shall have the single-point responsibility of the bid will be deemed to be the **system integrator** and will be deemed to play the lead role in the bid and shall have single point responsibility of the bid. The bid would be a consortium bid if:
 - a) The selected bidder is proposing (as part of the solution) some products, which are not owned by the selected bidder;
 - b) The selected bidder is proposing (as part of the solution) some services which are provided on behalf of another selected bidder; or
 - c) The selected bidder is proposing a product on behalf of another selected bidder.
- ii. In the case of a Consortium, the following rules will be applicable:
 - a) The selected bidder is required to provide proof that the selected bidder is authorized to bid with the products that it does not own. This may be in the form of a (copy of) letter authorizing the selected bidder from a duly constituted attorney and / or a (copy of) back-to-back agreement between the concerned parties.
 - b) The responsibility for the details presented in the responses will be with the selected bidder, which will form part of the final legal contract. The selected bidder will be totally responsible for delivering contractual services end to end and will be a single point of contact; and
 - c) The responsibility for the commercial bid lies with the selected bidder. The Bank would only deal with one party (the selected bidder) on all commercial and legal matters.
 - d) The consortium selected bidder's cannot change once the technical and Financial bid has been submitted in response to the scope document by the selected bidder.
 - e) It is expressly clarified that even in the case of a Consortium, the selected bidder shall have the single-point responsibility/liability to ensure the fulfilment of all obligations of the selected bidder under the contract.

- f) If selected bidder wish to change any of the partners as part of this consortium, Bank will levy a penalty of 10% for that component for the change. The selected bidder has to quote only partner for each component and multiple partner names quoted for a certain component or service will not be accepted by the bank.

2. 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 respective zonal offices and the Performance Bank Guarantee for order will be required to be submitted in the Head office.

The Bank intends to deploy **200 ATMs** over a period of **4 months**. Quantity mentioned above is indicative only and likely to increase or decrease based on Bank's requirement. Bank will issue specific work order for each of the installation with location details.

3. Implementation Schedule

- a) Site selection will be done by successful bidder and Bank in between 70:30 ratios. 70% sites will be identified by successful bidder across the country with a quasi-equal distribution covering all 42 zonal offices and 30% site will be identified by Bank. Successful bidder needs to install the machine at identified site in prescribed timeline.
- b) Implementation schedule for the project will be as per following schedule:
1. Site finalisation will be completed within 1 month of issuance of purchase order
 2. Testing of machine should be completed within 2 months of issuance of purchase order.
 3. All sites should be operational within 4 month of issuance of purchase order.
- c) The Bank has the option for placing orders for additional 25% of the aforesaid quantity of off site ATMs for entire contract period at the payment terms and service levels as contained in this Agreement.

4. Contract Period

The tenure of the Contract will be for a period of 36 Months effective from the date of execution of the Service Level Agreement (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 completion of initial period of 36 months, the contract may

be extended/ renewed for further 24 months on existing terms and condition as per Bank's discretion.

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. Terms of Payment

1. In consideration of the successful bidder providing Deliverables and Services and performance of the obligations as set out in this Agreement, the Bank shall pay to the Vendor the Fees as set out in this RFP hereto. The Vendor shall raise monthly invoices along with the monthly downtime reports. It is agreed that the Bank shall make payments for all undisputed invoices to the Vendor in accordance with the payment terms as set out in the said Schedule. Disputes, if any, shall be notified by the Bank within a period of 7 (seven) working days of submission of invoices by the Vendor.
2. Bank will pay for actual number of successful Financial / Cash Transactions and successful Non-financial / Non-Cash transactions reported in the Switch but excluding the Suspect Transactions. In case of Suspected Transaction, if the EJ or JP shows that the transaction was partial dispense then it will be treated as Financial / Cash transaction and considered for payment of Fees, except that transactions auto-initiated by the Switch for reversal(s) shall not qualify for payment of Fees. For avoidance of doubt, all transactions conducted on ATM prior to Acceptance/Deemed Acceptance will be included for payment purposes. The payment will be released after deducting the applicable Penalty as per Clause 9 of this RFP. In case of any dispute regarding the Downtime and / or calculation of Penalty, Fees will be released after deducting the Penalty amount for the disputed downtime and/or other SLA item from the invoice. The disputes regarding applicability of Penalty will be mutually discussed between parties and resolved amicably pursuant to which the balance payable fees will be released by the Bank Within 5 (five) working days of the expiry of the month in respect of which invoice is required to be raised, the Bank shall furnish the Switch report detailing therein (a) total number of transactions; (b) Successful Financial / Cash Transactions; (c) Unsuccessful Financial / Cash Transactions; (d) Successful Non-Financial / Non-Cash Transactions, and (e) Unsuccessful Non-Financial / Non-Cash Transactions. Such Reports shall be authenticated

by the Bank's designated official who is authorised to authenticate such report.

3. Standard format for payment of fees is attached in Annexure xxx based on which successful bidder will raise the invoices.
4. The Fees payable by the Bank to the successful bidder as above is inclusive of cost of all Deliverables and Services including Site, the applicable taxes, custom duties, cess, levies, charges, Sales Tax/VAT payable, entry tax, Octroi (if any) payable to local government/Municipal Authorities etc. as also cost of maintenance services, rents, incidental services such as transportation, insurance, etc.
5. The Bank shall pay to the successful bidder, the GST as per rates under the GST Act applicable on the fees payable under this Agreement. Bank shall be liable for any variation or change in the rates therein and for the payment of any new taxes imposed on the fees payable to the Vendor.
6. The Bank shall be within its right to make the payments after deducting tax deduction at source ("TDS"), at prevalent applicable rates.
7. The Bank shall pay each undisputed invoice raised in accordance with this Agreement, to the designated bank account of the successful bidder, namely <<successful bidder Name>><<successful bidder account details>> through electronic payment mode on monthly basis in arrears on aggregated basis within 15 (fifteen) working days for the first six months and thereafter within 7 (seven) working days on submission of invoices by the Vendor with Downtime report.
8. All out of pocket expenses, travelling, boarding and lodging expenses for the entire term of this Agreement is included in the Fees mentioned above and the successful bidder shall not be entitled to charge any additional costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc.

6. Inspection

1. The Bank reserves the right to carry out inspection by a team of Bank officials, of any of the existing live installations of the Vendor referred to in the Technical Bid for conforming the Eligibility Criteria.
2. The Bank reserves the right to visit the Managed Service Centre of the Bidder to carry out inspection to substantiate the credentials of the capabilities presented by the Bidder for compliance to Eligibility criteria. Bidder should demonstrate the functioning of Monitoring tool, incident Management, call resolution and related functions at its Managed Service Centre.
3. Nothing stated hereinabove shall in any way release the Vendor of any obligations under this contract.

7. Uptime calculation and standard exclusions

- a) Uptime is calculated as accessibility/availability of the ATMs for all types of transactions supported on the ATM. Availability shall be for the end customer who should be able to perform all transactions (Financial / Cash & Non-Financial / Non Cash) that are supported on the ATM, including dispensing cash of all denomination for which ATM is configured.
- b) For each of the downtime, there shall be a base data, which captures the date and time of non-availability (the start date and time and also end date and time for each non-available reason). Reports shall be generated automatically from the data based on the scheduled tool. In cases of disputes on uptime, Bank will share its Downtime details and Bank's decision will be final.

For example, if the month has 30 days i.e. 720 hours, 10 hours will be deducted for Supervisory Time and Preventive Maintenance (assuming that there is zero downtime on account of non-supply of cash and the non-operation of Switch). Of the remaining 710 hours, the Vendor has to ensure that the Downtime does not exceed the limits specified in clause 8.3 below.

- c) Vendor shall ensure that full configuration of the ATM is available to the Bank in proper working condition and ensure that uptime of not less than mentioned below shall be maintained, for each ATM for a calendar month (excluding the month of Installation of ATM):

- Metro & Urban centres - 97%
- Semi-urban & Rural centres - 95%

Accordingly, the maximum Downtime permissible per ATM per month will be as under:

- Metro & Urban centres - 3%
- Semi-urban & Rural centres - 5%

- d) The Downtime shall be computed from the time of ticketing of the relative fault at Vendor's Management Centre, any delay attributable to the delay in receiving the Switch feed from the Bank shall be excluded from the downtime calculation.
- e) **Exclusions to Downtime** - The following will be Standard Exclusions while calculating availability:
 - i. A maximum of 10 hours per month for performance of Supervisory duties, cash loading time, and Preventive Maintenance.

- ii. Actual downtime due to Cash Out on account of delayed supply or non supply of the cash by the Bank..
- iii. Actual downtime on account of Switch downtime
- iv. Force Majeure cases
- v. Core Banking Solution Host outages
- vi. Any other cause attributable to Bank's infrastructure.
- vii. Downtime during night hours for rural sites. In case of ATMs at Rural Centres, as availability may be restricted to 14 hrs per day, an additional exclusion of 10 hrs per day (for 14 hrs availability per day, e.g. 06 am to 08 pm) will also be reckoned at the time of calculation of uptime.
- viii. Faults which are not reported through online Switch feed.
- ix. ATM Sites Accessibility issues such as – access not being allowed to Sites for reasons beyond the control of the Vendor. For example, access to captive Sites after working hours, Access to sites in sensitive / prohibited areas etc., as mutually agreed between Parties.
- x. Delay by the Bank in proving Terminal Master (TM) Keys.

f) **Monitoring of Downtime**

Vendor shall submit monthly ATM-wise downtime reports (as at 08:00 am) to the Bank along with detailed reasons thereof as per the report format at Annexure -I. The Bank shall not be bound to rely only on Vendor's report and shall be within its right to cross-check with data from its Switch and other sources and Bank's decision will be final and binding on the Vendor if there are discrepancies.

8. **Penalty**

8.1 For failure to ensure minimum availability (post applicable exclusions for Downtime) per ATM calculated on monthly basis, the Centre-wise penalty will be levied as under:

Availability	Metro/Urban	Semi-Urban / Rural
below 96%	1%	
below 95%	3%	1%
below 94%	4%	3%
below 93%	7%	4%
below 92%	8%	7%
below 91%	9%	8%
below 90%	10%	9%

For example, if the monthly bill for Fees for a particular ATM in an Urban area is Rs.20,000/- and the availability of the machine is 92.67%, it incurs a penalty to 7%. Accordingly, 7% of Rs.20,000/-, i.e. Rs.1400/-, will be deducted for this particular bill.

The aggregate Penalty payable per ATM shall not exceed 10% of the monthly Fees for the said ATM. This limitation is not applicable for penalties for delayed Installations (Liquidated damages), counterfeit currency in ATMs and disputed transaction amount. If any penalty levied by RBI, ombudsman or statutory authority due to non-compliance of terms by bidder as mentioned in this RFP shall be recovered at actual.

8.2 Other Penalties

a. Vendor shall be charged penalty for cash outs in any ATM due to his lapse, at the rate of Rs. 1,000/- per instance, per day. There will be no exclusions – other than standard exclusions listed in clause 8.5 – in this regard. However, for single currency cash out/one cassette cash out, the ATM will not be treated as Cash Out for the purpose of calculation of Penalty. This penalty will be in addition to other penalties. This Penalty will be concurrent with other penalties and the Vendor will be required to pay only the amount which is higher.

b. Whenever Vendor is required to produce DVSS images in case of disputed transactions but is unable to do so, Vendor will be liable to pay to the Bank the disputed amount and the compensation amount at actual to be paid by the Bank to the aggrieved Banks' customer for delayed redressal levied by any statutory authorities like Banking Ombudsman etc. The Vendor will preserve on the ATM's Hard Disk Drive or Site the DVSS images for a minimum period of 90 (ninety) days.

c. In case of Preventive Maintenance not being carried out once in quarter and/or pest control/anti-rodent measures not being carried out once in a year, a penalty of Rs. 500/- per instance per Site will be levied.

d. Vendor shall operationalise the ATMs in a phased manner in consultation with the Bank. Off-site ATMs must be operationalised within 3 (three) months from the date of receipt of Bank's list of intended locations / broad areas. Any delay in operationalization beyond the target date will attract a penalty of Rs. 2,000/- per week per ATM for number of weeks of delay. The penalty will be computed based on quarter wise targets specified in Project Plan.

9. Review Meeting

- i. Bank will hold a review meeting with the responsible senior in rank personnel of the selected bidder periodically to review the project implementation and operation. In case non satisfactory performance, the successful bidder will be given time till the next monthly review to improve the performance.
- ii. Notice to the bidder before Cancellation of the Contract
 - a. Bank will hold meetings to review the managed services including that of Cash Management delivered by the Vendor as well as uptime of the

ATMs and sensitise the successful bidder about Bank's concern. The Bank's concern will also be informed by email to the successful bidder. successful bidder would be allotted Reasonable time period to improve the performance. The Vendor will be given notice of period of 90 days for cancellation of the contract.

- iii. Despite the above mechanism, if the Bank is not still satisfied with the performance, Bank reserves the right to terminate the contract and invoke the performance Bank guarantee.

10. Audit

- I. Bank at its discretion shall audit cash in ATMs, the software, Hardware IT infrastructure and services delivered by the successful bidder by its internal/external auditors. successful bidder is required to facilitate the same at no additional cost.
- II. Bank, RBI, auditors (both internal or external), and other authorities engaged by the Bank and/or RBI shall be authorized to make inquiries and audit, the Vendor's compliance with the provisions of this Service Level Agreement (pursuant to the award of contract under this RFP) or other regulatory/Bank's policy compliance requirements related to ATM operations and the successful bidder agrees to provide the Bank with such information and access for audit as requested for by the Bank, RBI, auditors both internal or external, engaged by the Bank and/or RBI and/or any regulatory or statutory authority. At all times the Bank, RBI, auditors (both internal and external), and other authorities engaged by the Bank and/or RBI shall have the right to inspect the premises, managed service centre of the third party if it is outsourced by the successful bidder (if the successful bidder does not own it), books and records of the successful bidder directly or through its representatives. successful bidder's records with respect to the matters covered by the Service Level Agreement or other compliance requirements, shall be made available to the Bank or its designees, to audit, examine and make excerpts or transcripts of all relevant data. successful bidder is aware that any failure to permit inspection may result in RBI imposing fine/ penalty and all such amounts shall be paid by the Vendor.

11. Compliance with Statutory and Regulatory Provisions

It shall be the sole responsibility of the selected bidder to comply with all statutory and regulatory provisions while delivering / undertaking the services mentioned in this RFP without any additional cost to the Bank. The bidder must ensure that all applicable laws framed by the Central Government, State Government and Local Bodies, including payment of applicable minimum wages and all laws pertaining to contract employees/ labour laws are

complied with while providing the Managed Services scoped under the RFP. The successful bidder may have to execute an indemnity bond in favour of the Bank in this regard.

12. Liquidated Damages

Notwithstanding the Bank's right to cancel the order, liquidated damages at 1% of the annual charges per site per week will be charged for every week's delay (attributable to the vendor) in the execution of the purchase order beyond the specified delivery/installation schedule subject to a maximum of 10% of the value of the systems ordered for that site. Liquidated damages will be calculated per week on per site basis. Part of week will be treated as no delay for this purpose.

Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the company.

If the vendor claims that Bank is not in a position due to site not ready, the Vendor should submit the documentary proof to the paying authority.

13. Paying Authority

The payment will be made by respective Zonal Office. 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. **Cancellation of Contract & Realization of Compensation**

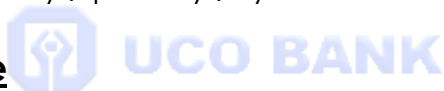
The bank reserves the right to cancel the order placed on the selected bidder and realize compensation on the following circumstances:

- i. The bidder commits a breach of any of the terms and conditions of the offer or any of the terms and conditions of the Purchase Order / SLA.
- ii. The bidder goes into liquidation voluntarily or otherwise.
- iii. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the order.
- iv. The progress regarding execution of the order accepted made by the vendor is found to be unsatisfactory.
- v. If deductions on account of liquidated damages exceed more than 10%

of the total order price.

- vi. In case the bidder fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the selected bidder.
- vii. If the bidder does not perform satisfactorily or delays execution of order, UCO Bank reserves the right to get the balance order executed by another party of its choice by giving 90 days' notice for the same. In this event the bidder is bound to make good the additional expenditure, which UCO Bank may have to incur in executing the balance order. This clause is applicable, if for any reason, the order is cancelled.
- viii. UCO Bank reserves the right to recover any dues payable by the bidder from any amount outstanding to the credit of the bidder, including the bills and /or invoking the Bank Guarantee under this purchase order.
- ix. Non-compliance of the scope of the job.
- x. Repetitive failure of the deployed personnel to perform the job to the satisfaction of the bank.
- xi. On the events of data piracy / privacy / system failures / security failures.

14. 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) for Rs. 20,00,000.00 (Rupees Twenty lac only) valid for a period of 39 months (36 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. Upon furnishing the Performance Bank Guarantee, the Earnest Money Deposit (EMD) of the selected Bidder shall be returned.

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.

15. Price Validity

The selected bidder will be required to keep the price valid for a period of 36 months) from the date of technical bid opening. There shall be no increase in price for any reason whatsoever during the period of 36 months and Bank may place the additional Purchase Orders to the selected bidder for any or all of the services at the agreed rate for line items as mentioned in the commercial format i.e. **Annexure – XXI** during the price validity period of 36 months.

16. 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.

17. Right to Alter Quantities

The Bank reserves the right to alter the number of ATMs specified in the tender in the event of changes in plans of the Bank. Any decision of UCO BANK in this regard shall be final, conclusive and binding on the bidder. Bank reserves the right to place order for additional ATM at the agreed price during the contract period with the same terms and conditions. Bank is not obligate to purchase all the quantity of the ATM as mentioned above. Bank reserves the right to alter the quantities at any time not exceeding 25% of the total number of ATM specified in the RFP without prior notice to the selected bidder(s). The selected bidder has to submit the separate Bank Guarantee for an amount equivalent to 10% of the order value for the additional procurement

18. 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.

19. 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).

20. 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.

21. 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.**

22. Compliance With Laws

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

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

The selected Bidder shall undertake to promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation / Guidelines and shall keep the same valid and in force during the term/tenure of the project, and in the event of any

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

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

23. Force Majeure

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

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

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

24. 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.

25. 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.

26. Order Cancellation

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

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

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

- I) In case the selected bidder fails to deliver the ordered hardware, software, services and FM resources as stipulated in the delivery schedule, UCO BANK reserves the right to procure these deliverable from alternate sources at the risk,

cost and responsibility of the selected bidder with the capping of 125% of the original quoted cost for such deliverable as per commercial bid.

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

27. Indemnity

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

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

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

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

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

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

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

Further,

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

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

The vendor shall not indemnify the Bank for

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

provided that indemnity would cover damages, loss or liabilities suffered by the Bank arising out of Claim made by Regulatory Authorities for reasons attributable

to breach of services provided/ obligation under this document and by the Service Provider

28. 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.

29. 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.

30. 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.

31. Guarantees

Selected bidder should guarantee that all the material as deemed suitable for the delivery and management for the RFP for Supply, Installation and Maintenance of ATMs on CAPEX Model. All hardware and software must be supplied with their original and complete printed documentation.

32. Exit Option and Contract Re-Negotiation

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

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

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



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

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

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

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

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

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

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

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

33. Termination

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

- a) The selected bidder commits a breach of any of the terms and conditions of this RFP or the SLA to be executed between the Bank and the selected Bidder.
- b) The selected bidder goes into liquidation, voluntarily or otherwise.
- c) The selected bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc., **applicable to the bidder under performance of the RFP.**
- d) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- e) The selected bidder fails to complete the assignment as per the time lines prescribed in the Work Order/SLA and the extension, if any allowed.
- f) Deductions on account of liquidated damages exceed more than 10% of the total work order.
- g) In case the selected bidder fails to deliver the resources as stipulated in the delivery schedule, UCO BANK reserves the right to procure the same or similar

resources from alternate sources at the risk, cost and responsibility of the selected bidder.

- h) After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, UCO BANK reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which UCO BANK may have to incur in executing the balance contract. This clause is applicable, if the contract is cancelled for any reason, whatsoever.
- i) Non-satisfactory performance of the Vendor during implementation and operation as expressly stated under Clause 36 (I).
- j) Failure to integrate/implement the Project as per the requirements of the Bank as stated in this Agreement.
- k) Material discrepancies in the Deliverables and Services noted in the implementation of the Project.
- l) The average availability in 3 (three) consecutive months of all the ATMs taken together is less than 90%.
- m) Vendor or its sub-contractors are found to be indulging in frauds.
- n) The general maintenance of the Sites is not as per the SLAs agreed in this Agreement and there is no improvement despite bringing it to the notice of Vendor.
- o) The Vendor for 3 (three) consecutive months defaults in payments of Site rent, electricity and network connectivity/communication bills, statutory dues, other subcontractors, etc.
- p) The Bank suffers a reputation loss on account of any activity of Vendor.
- q) UCO BANK reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder, including the adjustment of pending bills and/or invoking the Performance Bank Guarantee under this contract.
- r) This Agreement shall be deemed to have been terminated by the Bank one day prior to the happening of the following events of default:
 - The Vendor becomes unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;
 - A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the Vendor and such appointment continues for a period of 21 (twenty one) days;

- The Vendor is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the Bank ; or
 - The Vendor becomes the subject of a court order for its winding up.
- s) Either Party shall have the immediate right to terminate this Agreement upon written notice to the other Party in the event that such other Party ceases to be in operation or ceases to do business in India.
- t) Immediately upon the date of expiry or Termination of this Agreement, Bank shall have no further obligation to pay any Fees for any periods commencing on or after such date.
- u) If the Termination is on account of failure of the Vendor to perform the obligations under this Agreement, the Bank shall have the right to invoke the Performance Bank Guarantee given by the Vendor.

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.

34. 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.

35. 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.

36. Termination For Convenience

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

In case of Termination for Default Bank will provide notice period of 90 days inclusion cure period of 30 days. However, it is clarified that the notice should specifically contain that the 90 days period for cancellation is inclusive of cure period of 30 days,

if the Vendor fails to cure within 30 days' time the notice for cancellation will become absolute.

37. 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.

38. 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.

39. Technical Inspection And Performance Evaluation

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

40. 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.

41. Compliance With Applicable Laws of India

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

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

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

The selected bidder confirms to Bank that it complies with all Central, State, Municipal laws and local laws and rules and regulations and shall undertake to observe, adhere to, abide by, comply with and notify Bank about compliance with all laws in force including Information Technology Act 2000, or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and for all purposes of this Contract, and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and

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

42. 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.

43. 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.

44. 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).

45. Limitation of Liability

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

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

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

46. 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.

47. 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.

48. 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.

1. **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 to 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 within 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.

2. **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%.

3. 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-X** 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

49. 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 21rd 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.
- vi. 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.



Tender offer forwarding letter

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

Dear Sir,

SUB: RFP for procurement of 200 ATMs on OPEX Model (RFP Ref No. DIT/BPR & BTD/OA/1288/2020-21 Date: 23.11.2020)

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 procurement of 200 ATMs on OPEX 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 procurement of 200 ATMs on OPEX Model as per the terms & conditions of your purchase orders.

In the event of our selection by the bank for undertaking for procurement of 200 ATMs on OPEX Model, we will submit a Performance Guarantee for a sum equivalent to 10% of the project cost for a period of 9 (Nine) 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. 20,000/- (Rupees Twenty Thousand Only) as Cost of RFP Document &
2. BG No. Dated for Rs. 25,00,000/- (Rupees Twenty Five Lakh Only) as EMD.

Dated this day of 2020

Signature:

(In the Capacity of) Duly authorized to sign the tender offer for and on behalf of

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

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

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

	2016-17	2017-18	2018-19
Net Worth			
Turnover			
Net Profit (Profit After Tax)			

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

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

Details of Experience in implementation of similar orders

Sl. No.	Name of Organization	Description of application	Period during which installed (last 5 Years)	
			From	To

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

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

Manufacturer Authorisation Form (MAF)

To,

Deputy General Manager (DIT, BPR & BTD)

UCO Bank, Head Office,

Department of Information Technology

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

Salt Lake, Kolkata -700064

Dear Sir,

SUB: RFP for procurement of 200 ATMs on OPEX Model (RFP Ref No.

DIT/BPR & BTD/OA/1288/2020-21 Date: 23.11.2020)

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

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

Yours Faithfully

Authorised Signatory

(Name:

Phone No. Fax E_mail)

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

Format of Bank Guarantee (EMD)

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

Dear Sirs,

In response to your invitation to respond to your RFP for Supply, Installation and Maintenance of ATMs on CAPEX Model, M/s _____ having their registered office at _____ (hereinafter called the 'Bidder') wish to respond to the said Request for Proposal (RFP) and submit the proposal for Selection of bidder for RFP for procurement of 200 ATMs on OPEX Model and to provide related services as listed in the RFP document.

Whereas the 'Bidder' has submitted the proposal in response to RFP, we, the _____ Bank having our head office _____ hereby irrevocably guarantee an amount of **Rs. 25,00,000/- (Rupees Twenty Five Lakh only)** as bid security as required to be submitted by the 'Bidder' as a condition for participation in the said process of RFP.

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

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

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

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed Rs. 25,00,000/-/- (Rupees Twenty Five Lakh 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).



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 up toand
- c. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or

before(date of expiry of Guarantee including claim period).

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

Yours' faithfully,

For and on behalf of

_____ Bank

Authorised Official

NOTE:

1. Selected 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 by the bidder
(To be included in Technical & Commercial Bid Envelope)

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

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

Dated this _____ day of _____ 2020.

Signature

(Company Seal)



In the capacity of

Duly authorized to sign bids for and on behalf of:

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

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

Dear Sir(s),

SUB: RFP for procurement of 200 ATMs on OPEX Model (RFP Ref No. DIT/BPR & BTB/OA/1288/2020-21 Date: 23.11.2020)

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

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

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 & BTB),
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. DIT/BPR & BTB/OA/1288/2020-21 Date: 23.11.2020 including all annexure, addendum, corrigendum and amendments, if any. We certify that the services offered shall be in conformity with the terms & conditions and Scope of Work stipulated in the annexures of the said RFP.

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

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

Dated this _____ day of _____, 20 _____ .

Place:

For M/s.

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

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

Sir,

Sub: Confirmation for Government Rules relating to Minimum Wages:

**SUB: RFP for procurement of 200 ATMs on OPEX Model (RFP Ref No. DIT/BPR & BTD/
OA/ 1288/ 2020-21 Date: 23.11.2020)**

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

Dear Sir,

SUB: RFP for procurement of 200 ATMs on OPEX Model (RFP Ref No. DIT/BPR & BTB/OA/1288/2020-21 Date: 23.11.2020)

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

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

Yours faithfully,



For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

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

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

Dear Sir,

SUB: RFP for procurement of 200 ATMs on OPEX Model (RFP Ref No. DIT/BPR & BTD/OA/1288/2020-21 Date: 23.11.2020)

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

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

Yours faithfully,

यूको बैंक  UCO BANK

For.....

(Signature and seal of authorized person)

Place:

Date:

Undertaking for No Deviation

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

Dear Sir,

SUB: RFP for procurement of 200 ATMs on OPEX Model (RFP Ref No. DIT/BPR & BTD/OA/1288/2020-21 Date: 23.11.2020)

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

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

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:

Undertaking for Authorization

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

Dear Sir,

SUB: RFP for procurement of 200 ATMs on OPEX Model (RFP Ref No. DIT/BPR & BTD/OA/1288/2020-21 Date: 23.11.2020)

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) to offer their quotation, pursuant to the Request for Proposal issued by Bank on behalf, to submit a Bid, negotiate and conclude the contract with you for supply of link service provider provided by us against the above invitation for Bid offer from your Bank by the Bidder and we have duly authorized the Bidder for this purpose.

We hereby extend our guarantee and warranty and AMC / ATS as per terms and conditions of the RFP Ref No _____ and the contract for the scope of work offered against this invitation for Bid offer by the above firm. We undertake to provide back to back support for the services by the above mentioned Bidder, and hereby undertake to perform the obligations as set out in the RFP Ref. No. _____ in respect of such link providing services.

Yours Faithfully,

Authorized Signatory (Name: Phone No. Fax E-mail)

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

Annexure – XIV

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

	2016-17	2017-18	2018-19
Turnover			
Profit / Loss			
Networth			



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

Name of the Bidder:

Name of the Contact Person of the Bidder:

Contact Number of the Contact Person:

Email id of the Contact Person:

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

यूको बैंक UCO BANK

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 **procurement of 200 ATMs on OPEX Model** hereinafter referred to as Stores and / or Services.

And

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

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

3. Preamble

Buyer has called for tenders under laid down organizational procedures intending to enter into contract /s for supply / purchase / etc. of 200 ATMs on OPEX 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) (IEM) in consultation with Central Vigilance Commission, who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

4. Commitments of the Buyer

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

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

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

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

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

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

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

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

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

responsible for any violation /breach of the provisions by its sub-supplier(s) /sub-contractor(s).

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

5.4 Agents / Agency Commission

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

6. Previous Transgression

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

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

7. Company Code of Conduct

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

8. Sanctions for Violation

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

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

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

9. Compensation for Damages

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

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

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

10. 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:

Witness:

(Name & Address)

BIDDER /SELLER

Signature:

Authorized Signatory

Witness:

(Name & Address)

NON-DISCLOSURE AGREEMENT

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

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

BETWEEN

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

AND

.....
..... (Which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrator and successors) of the **SECOND PART/ RECEIVING PARTY**
(Each of Bank and the vendor is sometimes referred to herein as a "**Party**" and together as the "**Parties**").

WHEREAS the Vendor/Receiving Party is inter alia engaged for **procurement of 200 ATMs on OPEX Model** as per the terms and conditions specified in the RFP Ref No. DIT/BPR&BTD/OA/1288/2020-21 Date: 23.11.2020. The Vendor/Receiving Party would be the single point of contact for this project.

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

WHEREAS the Parties presently desire to discuss and/or consult with each other's business for the purposes of entering into Agreements for procurement of 200 ATMs on OPEX 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.

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. No.	Criteria	Proof of documents to be submitted	Compliance (Yes/No)
1	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.	Certificate of Incorporation, PAN, TAN, GSTIN Certificate and any other tax related document if applicable, along with the copies of Memorandum of Association and Articles of Association are required to be submitted along with the eligibility bid.	
2	Bidder should be Original Equipment Manufacturer of ATMs or their authorized representative/distributor in India with at least 500 installations of ATMs at Scheduled Commercial Bank in India as on RFP publication date. An Authorised representative should submit Manufacturers Authorisation certificate	Documentary evidence with relevant copies of Purchase Order along with Service Level Agreement/Satisfactory Working Certificates / Completion Certificates / Installation Reports /Payment Receipt/ Project Sign-Offs in the last two years including names of clients with Phone and Fax numbers, E-Mail IDs etc.	
3	Bidder should have experience of minimum 2 years in providing the services under outsourced Model/Transaction cost model to Scheduled Commercial Bank in India as on RFP publication date.	Documentary evidence with relevant copies of Purchase Order along with Service Level Agreement/Satisfactory Working Certificates / Completion Certificates / Installation Reports /Payment Receipt/ Project Sign-Offs in the last two years including names of clients with Phone and Fax numbers, E-Mail IDs etc.	
4	Bidder should have installed and maintained minimum 500 ATMs as on RFP publication date successfully.		
5	Bidder will install ATMs/CRMs from an OEM who has minimum installed base of 500 ATMs in Scheduled Commercial Banks in India as on RFP publication date.		

6	Bidder should have its owned Managed Service Centre operational in India and must be managed services of ATMs including but not limited to 24 X 7 monitoring, call escalation, FLM, SLM, replacing consumables, EJ pulling, EJ Management etc. for at least 300 ATMs as on RPF publication date.	Provide address/s of Managed Service Centres owned by the Bidder. Satisfactory Letter from the Scheduled Commercial Bank confirming the FLM, SLM services performed for 500 ATMs as on RPF publication date.	
7	The bidder submitting the offer should have net profit for each of the last three financial years i.e., 2016-17, 2017-18 & 2018-19.	Copy of the audited balance sheet, certificate from the Chartered Accountant of the company showing profit, net-worth and turnover of the company for the consecutive last three financial years i.e. 2016-17, 2017-18 & 2018-19 should be submitted.	
8	The bidder should have a minimum annual turnover of Rs. 50 Crore per year during the last three financial years i.e. 2016-17, 2017-18 & 2018-19.		
9	Bidder should have centralised complaint monitoring system in place with toll free number, email for call logging.	An undertaking to that effect should be submitted on company letter head. The details of toll free number, e mail should be incorporated.	
10	Bidder should not have been debarred / black-listed by any Bank or RBI or any other regulatory authority or Financial Institutions in India as on date of RFP submission.	Self-declaration to that effect should be submitted on company letter head.	
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	Self-declaration to this effect on the company's letterhead should be submitted.	

	will get adversely affected / may get affected.		
<p>Note: In this tender process authorized representative / distributor / dealer in India on behalf of Principal OEM (Original Equipment Manufacturer) or Principal OEM itself can bid but both cannot bid simultaneously. In such case OEM bid will only be accepted. If an agent / distributor submits bid on behalf of the Principal OEM, the same agent / distributor shall not submit a bid on behalf of another Principal OEM in the same tender for the same item or product.</p> <p>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.</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 **Technical Specification** of this RFP to be eligible for evaluation of Commercial Bids

Sl. No.	Features	Specification Offered	Compliance (Y/N)
1	Description of ATMs		
1.1	ATM with front replenishment support UIDAI enabled Biometric finger print scanners without any additional cost to the Bank.		
1.2	Model No		
1.3	Manufactured by		
1.4	Is the model quoted is the latest available internationally?		
1.5	ATM compatible with any regulated power supply (conventional UPS and solar UPS)		
1.6	ATM is capable of working without air-condition environment also in Indian Climate.		
2	Protocol		
2.1	ATM must support the TCP/IP protocol		
2.2	ATM should support DDC, NDC, any other standard compatible drivers required for communication with the switch.		
3	Currency Chest Physical, Mechanical & General Specifications		
3.1	UL291 Level 1 or higher/CEN L 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		

Sl. No.	Features	Specification Offered	Compliance (Y/N)
3.5	Provision for external alarm system		
3.6	S&G / KABA / equivalent/ higher dual electronic combination lock of 6+6 digits or higher, having one time combination (OTC) option and audit trail without any hardware change.		
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 alarm system with sensors capable to monitor the following: Chest Door Status, Duress Status, Temperature status, Vibration status, and Burglary Alarm. There must be a mechanism by which these alarms can be connected to a hooter or LED indicators, kept away from the ATMs without any cost to the bank.		
3.9	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 210 V 50 Hz power supply		
4.2	Support input voltage of 210 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.		
5	Dispenser		
5.1	Friction/Vacuum pickup/Robotic arm based technology		
5.2	Multimedia Dispensing capability (Cash,		

Sl. No.	Features	Specification Offered	Compliance (Y/N)
	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 per second.		
5.6	Four High double Pick Module with 4 cassettes configuration and should be capable of working even with 2 cassettes. All the four cassettes should be able to dispense cash and configured accordingly at the time of installation		
5.7	Minimum 4 programmable secured cassettes with lock and key/latch. The currency Cassette should preferably be 'Make in India' having standard / convenience type with all safety provisions for external sealing lock.		
5.8	Secure Divert cassette bin with lock and key. (The currency Cassette should be standard / convenience type with all safety provisions for external sealing lock		
5.9	Minimum capacity of cassette should be 2500 notes.		
5.10	Currency bin/Cassettes tamper indication.		
5.11	Dispensed notes to be presented to the customer in one bunch. Presenter module required.		
5.12	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		

Sl. No.	Features	Specification Offered	Compliance (Y/N)
	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 arrange for its compliance/ upgradation without any extra cost to the Bank.		
5.16	The dispenser should be capable of handling soiled but issuable and mixed currencies as well as retract and purge capability with cash retraction disabled currently.		
5.17	The dispenser should have the mechanism to take back the currency and transport it to the divert cassette if the customer does not collect it but be disabled as per the RBI direction.		
6	Card Reader		
6.1	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,		

Sl. No.	Features	Specification Offered	Compliance (Y/N)
	<p>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.</p> <p>4) Block the card reader entry to the card reader slot when such suspicious activity happens.</p> <p>5) It should also have the provision to sense any suspicious cloning activity attempted through insertion of wire or similar mechanism in the ATM machine.</p> <p>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 enable camera.</p>		
6.3	Conformance to VISA / MasterCard / RuPay / Discover / JCB & Union Pay / Diner standards Cards.		
6.4	EMV version 4.0 or later, as certified for SMART card.		
6.5	Software/firmware/license for using SMART card on ATM		
6.6	ATM should work using any Bank's Debit / Credit cards, without cards, using Aadhaar based authentications through biometric also. ATM should recognize the Chip cards which includes EMV Cards, Biometric authentication Capability and accordingly display the screen, voice prompts.		
6.7	ATM must also have biometric authentication capability with finger -print reader as per Aadhaar specifications. The ATM should support Bio-metric functions and integrated with the Bank's Biometric solution and UIDAI certified solution (Aadhaar) without any additional cost to the Bank.		

Sl. No.	Features	Specification Offered	Compliance (Y/N)
6.8	ATM should have capability to integrate 1D/2D barcode and QR code scanner for future requirements of scanning codes from mobile phones by simply attaching a reader, compliant with Code128, Code39, QRCode standards.		
6.9	Should be capable of reading barcodes of all popular symbologies, including Code 128, with up to 36 Characters.		
6.10	ATM should work using any Bank's Debit / Credit cards, without cards, using Aadhaar based authentications through biometric also. ATM should recognize the Chip cards which includes EMV Cards, Biometric authentication and accordingly display the screen, voice prompts. In future if Bar code or QR code is required by the Bank, vendor have to provide with required hardware /software at mutually agreed price.		
6.11	The card reader should be capable of reading tracks one, two and three as per ISO standard or RuPay/ Master/ Visa Card format.		
6.12	EMV Level 1 and 2 compliance version 4.0 or later.		
6.13	Conformance to VISA card EMV's latest specification; mention the version readiness for both the levels, Level 1 (for Card Reader Hardware) & Level 2 (for Application Software). It will be responsibility of 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.		
6.14	Conformance to MASTERCARD EMV's latest specification; mention the version readiness for both the levels, Level 1 (for Card Reader Hardware) & Level 2 (for Application Software). It will be responsibility of successful bidder to ensure the conformance to MASTERCARD EMV's latest		

Sl. No.	Features	Specification Offered	Compliance (Y/N)
	specification mention the version readiness for both the levels, Level 1 and Level 2.		
6.15	Conformance to RuPay card EMV's latest specification; mention the version readiness for both the levels, Level 1 (for Card Reader Hardware) & Level 2 (for Application Software). It will be responsibility of successful bidder to ensure the conformance to RuPay Card EMV's latest specification mention the version readiness for both the levels, Level 1 and Level 2.		
7	Terminal Processor		
7.1	Intel Core i3 processor 4th Generation or higher, with minimum clock speed of 2.6 GHz or higher with minimum 3MB cache.		
7.2	4 GB DDR III RAM or higher and Upgradable to 8 GB RAM		
7.3	2 MB VRAM or higher Memory Compatibility so as to support the functionality and specification defined in the RFP.		
7.4	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. And for, vendor shall upgrade to the latest version at no extra cost to the Bank. ATM operating system should be upgraded with latest service pack and patches at no extra cost to Bank on timely manner as and when required.		
7.5	(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.		

Sl. No.	Features	Specification Offered	Compliance (Y/N)
7.6	<p>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-</p> <p>1) The solution must ensure that only "whitelisted" applications run on the ATM.</p> <p>2) The solution must prevent the execution of any non-whitelisted files on the machine vendor to provide standard whitelisting solution which should meet above requirements and should come preloaded in the ATMs to be supplied and installed by successful bidder.</p>		
7.7	Motherboard to be compatible with specifications given in clause number 7.1 & 7.2.		
7.8	Minimum 500 GB or higher SATA/e-SATA HDD (for OS) Minimum 1 TB or higher SATA/e-SATA HDD(For camera Image) or SSD hard disk with equivalent size.		
7.9	Minimum 2 USB ports at front side & rest all USB ports may be provision at back side. (Machine should have the compatibility so as to support the functionality and specification defined in the RFP.)		
7.10	Triple DES with encryption and validation software-capable of Remote Key Management		
7.11	Support AES(Advanced Encryption Standard) in future without any additional hardware changes.		
7.12	The ATM should have Triple DES Encryption which is RuPay/ VISA / MASTERCARD/ Diner/JCB & Union Pay compliant. It should have remote key download, TRIPLE DES chip with encryption, verification and validation software. Should		

Sl. No.	Features	Specification Offered	Compliance (Y/N)
	support AES without any additional hardware.		
7.13	The ATM supplied by successful bidder should support remote downloading of screens and remote loading of security keys.		
7.14	MPEG full video with voice guidance support to play both MPEG and wave / sound file. Internal Speakers required.		
7.15	Software support to MPEG full motion video as part of the multimedia capability on the ATMs.		
7.16	10/100 Mbps Speed LAN Card (IPV 6 Compliant)		
7.17	Capable of Voice guidance to customer and slot for connecting head phone, PIN and figure print authentication (UIDAI Compliant)		
8	Visual display Unit		
8.1	SVGA compliant 10" (Ten Inch) and above colour LATM Display with touch screen monitor with 1024x768 resolution having 8 or more operational or functional display keys.		
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 (with support for visually handicapped through 8 Function Keys). Touch Screen should be of sturdy make. In the event of a fault in Touch Screen arising through normal wear and tear, Vendor shall replace the same at no extra cost to the Bank.		
8.5	8 Function Keys (FDK) with Braille embossing		
8.6	ATMs should have privacy screen filter which enables the view of the ATM screen only to the customer standing in front of the ATM.		
8.7	Both PIN and UIDAI compliant finger print authentication to be provided		
8.8	Tri-lingual screen support should be possible.		

Sl. No.	Features	Specification Offered	Compliance (Y/N)
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 XXII of this RFP in consultation with the Bank at no additional cost.		
8.10.	There should be support for text to speech for full-fledged voice guidance in case Bank wishes to implement voice guidance solution.		
8.11	Speakers for customer guidance to be provided		
8.12	Ear phone jack to be provided and should be compatible with 3.5 mm jack of 3 pole as well as 4 pole		
8.13	The Voice guidance solution should be enabled and be activated with insertion of earphone jack into the given slot by the cardholder. This should be in line with IBA/Govt. of India guidelines for enabling visually impaired persons to transact at ATM.		
8.14	Adherence to Persons with Disability standards compliance and; Access For All (AFA) compliant and suitable for wheel chair based operation for physically challenged.		
8.15	Internal fixed Speakers Required		
9	EPP PIN PAD		
9.1	The PIN PAD must be rugged spill proof Triple DES enabled with polycarbonate tactile/ stainless steel 16 key alpha/numeric (EPP PIN pads) Keys. EPP Keypad to be PCI version 3.x or later compliant, Supporting Remote Key Management loading feature, Access For All (AFA) Standards, Physical Protection as per "PIN Protection Principles and Techniques" (PIN Shield) and approved Algorithm(s) for PIN Encryption. Support advanced Encryption Standard in future without any additional hardware. (PCI version 3.x or later, certificate to be submitted)		

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, VISA, Diner and EMV card standards		
9.4	EPP keypad should be in conformance to PCI version 3.x or above and ADA compliant with sealed metal keypad. Vendor to submit the Certificate for conformance to any of the international standards should be attached along with the offer		
9.5	EPP Keypad should support Remote Key Management.		
9.6	EPP should be designed so as to prevent overlaying of fake pin pad. Forcible removal of EPP should bring the machine down, resulting in loss of data stored in the EPP, so as to prevent compromise even with high end decryption. Please provide details of the technology/solution.		
9.7	The PIN Pad must also meet MASTERCARD/RuPay/Visa/JCB/ Union PAY/Diner 3.x requirements on Tamper Resistant Security Module which enables automatic destruction of Secret keys in case of attempt to interface with the encryption system.		
9.8	Conformance to PCI version 3.x or above EPP Standards which should also support RuPay, VISA, MASTERCARD, JCB, Union PAY & Diner cards.		
9.9	The Machine must have Pin Shield/ Pin Guard to prevent shoulder surfing attack. The Pin shield/Pin Guard should be capable to obstruct the view of Pin pad from three sides as well as from top. It should also prevent Pin capture through Infrared enable camera.		
9.10	Braille Numeric Keypad with 16 keys /AFA complied keypad		

Sl. No.	Features	Specification Offered	Compliance (Y/N)
9.11	Keyboard / Pin Entry Device (PED) must be Braille enabled so that visually impaired persons can also be able to operate without any difficulty and have passed testing by Payment Card Industry (PCI), RuPay, Visa, MasterCard, JCB, Union PAY and Diner recognized laboratory and approved by PCI, VISA, MasterCard, RuPay, JCB, Union PAY Diner and all major payment gateways.		
9.12	Rear view mirrors should allow ATMs users to see what is happening behind him when he/she enters the PIN (Shoulder surfing). All ATMs should have rear mirrors covering majority area of ATM site.		
10	Receipt Printers		
10.1	Minimum Top-Of-Form 40-column thermal printer/Dot matrix printer for printing various information pertaining to transaction executed by customer (Customer Receipt) in Hindi, English as well as other regional languages like (Marathi, Punjabi, Bengali, Oriya, Gujarati etc.) log of the transactions etc. i.e., Trilingual support.		
10.2	Inbuilt software for enabling receipt printing in Hindi , English as well as regional languages like Assamese, Bengali, Gujarati, Kannada, Malayalam, Marathi, Oriya, Punjabi, Tamil, Telugu and such other vernacular languages.		
10.3	The printer must be able to cut the paper and push the receipt out of a slot provided on the ATM fascia.		
10.4	Capacity to hold 400m roll for printing approximately 5000 Transactions		
10.5	The ATM should have the capability to support multilingual customer receipt printing as per customers choice of language		
11	Journal Printers		
11.1	Minimum 40 column thermal /Dot Matrix Printer to print audit trail as per Bank's requirement. If journal printer runs out of paper or gets jammed		

Sl. No.	Features	Specification Offered	Compliance (Y/N)
	or becomes non-functional, ATM should not function.		
11.2	Electronic journal to be also written on ATM hard disk simultaneously to printing on paper roll.		
11.3	The ATM Journal printer should be capable of printing the receipt of the transactions in English.		
11.4	There should be low media warning for items viz. bills, journal rolls, consumer receipts etc.		
11.5	ATMs must be enabled for Electronic Journal. ATMs must be capable of reporting low warning message like Journal Printer & Receipt Printer.		
11.6	Provision to store transaction details in the hard disk as per standard format prescribed by NPCI / RBI and mechanism to retrieve the data from the hard disk at any point of time		
12	Software & Connectivity		
12.1	Should be capable of connecting with Bank's ATM Switch.		
12.2	Should have Network Interface Card and be able to connect to any type of Ethernet network switch.		
12.3	Should support TCP/ IP, IPV4 & IPV6		
12.4	The model must support downloading of screens		
12.5	WOSA/XFS(CEN/XFS) layer with all device drivers		
12.6	The software should be capable of performing multifarious functions listed above and elsewhere in this document		
12.7	Capability to support MPEG full motion video		
12.8	The software should have the utility for converting files containing transaction details into ASCII format		
12.9	Should connect to the existing switch using NDC/DDC device handler. As and when BIS comes up with an alternate Indian Standard device handler, successful bidder must provide		

Sl. No.	Features	Specification Offered	Compliance (Y/N)
	upgrade to this standard free of charge.		
12.10	Should be capable of being connected to Bank's Financial Transaction Switch and switch of other networks- using existing device handlers at no additional cost to the bank.		
12.11	The software should be capable of performing multifarious functions and interface should facilitate all Admin, Recon and MIS functions.		
12.12	Software should be preloaded with CEN 3.0 complaint XFS or Equivalent with cross vendor support.		
12.13	The software roadmap should include support for remote key transport and XFS as well as IFX message standards		
12.14	Software for Electronic Journal pulling supplied by Bank /Third Party should be supported and installation and maintenance has to be done by successful bidder without any additional cost to the Bank.		
12.15	Software should be capable of implementing/ customizing for finger-print registration and Biometric authorization application as required by the Bank.		
12.16	The ATM should be capable of supporting a third party software agent such as SDMS/Radia/InfoBase etc.		
12.17	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.		
12.18	Should also provide support for third party software and upgradation and distribution at no extra cost to the bank.		
12.19	Electronic journal to be also written on hard disk and Replicated on the second hard disk which records images. The solution should include a EJ viewer.		
12.20	Should have Software for reading the EMV chip cards with EMV version 4.0 levels 2 or higher. (Vendor to submit EMV compliance certificate)		

Sl. No.	Features	Specification Offered	Compliance (Y/N)
13	Terminal security solution includes Access Management, Operating System Hardening, Hard disk encryption and whitelisting solution		
13.1	System Hardening /Terminal Security Solutions		
13.1.1	The terminal security solution should be monitored & controlled through centralized server and should work with any standard ATM agent monitoring solution.		
13.1.2	The Solution should support Various map and views with filtering capabilities for instant access to security status of terminals/devices.		
13.1.3	The solution should support - Deploy and update Security Policies and configurations.		
13.1.4	The solution shall not have performance impact of the existing ATM and their peripheral devices and performance.		
13.1.5	The solution shall be able to disable Auto-run facility of exe file from a network or a USB port.		
13.1.6	The solution shall be able to set BIOS and Windows Password Centrally.		
13.1.7	The solution should support - Deploy and update Security Policies and configurations.		
13.1.8	The solution should support -Health information of various Security software products can be retrieved promptly to support any analysis.		
13.1.9	The solution should support -Set SMS and E-mail alerts for significant / critical events.		
13.1.10	The solution should allow for the remote management of user credential according to strong password and industry requirements.		
13.1.11	It should allow an administrator to define different roles for various users & groups and assign each of them specific user rights.		
13.1.12	The solution should provide additional hardening capability to the operating system, irrespective of the OEM (which is based on ATM industry best practices).		
13.1.13	Effective, state-of-the-art protection against various Microsoft OS access related threats.		

Sl. No.	Features	Specification Offered	Compliance (Y/N)
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		
13.1.22	The solution should support One Time expiring passwords.		
13.1.21	The solution should support online and offline password management.		
13.1.24	The solution shall be managed from a central point of management.		

Sl. No.	Features	Specification Offered	Compliance (Y/N)
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, ATMROM 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. And no central password management server is required.		
13.2.7	The solutions should have the capability to decrypt an ATM hard drive outside of the ATM for recovery purpose (in highly secured manner)		
13.2.8	The ATM's should still cater for customers while the hard disk is being encrypted (during installation)		
13.2.9	The solution should also have capability to have central server based authentication		
13.2.10	ATMs should have full hard disk encryption (FHDE) and encryption and authentication solutions to protect internal communications between the genuine ATM PC core and ATM modules, including the dispenser.		
	Dispenser encryption (Communication between ATM PC and Dispenser should be encrypted). All Sensitive information must be encrypted during transmission.		
13.2.11	ATMs Windows 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		

Sl. No.	Features	Specification Offered	Compliance (Y/N)
	changes & incidents for monitoring purposes.		
13.2.13	ATMs security should be set to physical (level 3) authentication level to thwart any Black Box type of attacks. ATMs should have strong encryption between ATM PC core and ATM so that the dispenser is not accessible without a proper authorization once the new ATM PC core is being installed/set up or an existing ATM PC core is re-installed due to any reasons.		
13.2.14	ATMs should have all standard security features.		
13.2.15	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.		

Sl. No.	Features	Specification Offered	Compliance (Y/N)
13.3.4	The solution should protect against the manipulation of executable e.g. .exe, .dll, .class etc. and scripts e.g. .js, bat, .bat etc.		
13.3.5	The solution should protect against the unauthorized updating/changing of configuration – property files		
13.3.6	The solution should issue alert / warning once a threat has been identified		
13.3.7	The solution should block the unauthorized installed software		
13.3.8	The solution should have capability to allocate only required ATM resources to the Whitelisted application. And during the running of the Whitelisted application should monitor if only those resources are being accessed. In case of any deviation, alert should be raised and resources should be blocked. Further, any outdated malware definitions on a terminal should be highlighted in a centralized dashboard.		
13.3.9	ATMs should be provided with Anti-virus solution to facilitate blocking of malicious codes/traffic entering the ATM. Alternatively, successful bidder should provide ATM specific firewall to take care of intrusion detection, port scans and other common virus attacks.		
13.3.10	Updating the Anti-Virus software will be the responsibility of successful bidder also 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 selected bidder has to comply with Bank's IT		

Sl. No.	Features	Specification Offered	Compliance (Y/N)
	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.		
14	Other Requirements		
14.1	Only permitted applications to be run in the Machines using Sandboxing concept.		
14.2	To whitelist only the required applications to be Run in the ATMs.		
14.3	Access to external devices should be centrally controlled		
14.4	All files to be protected from damages		
14.5	Doesn't allow any registry level changes		
14.6	Centralized Applying of OS as well as application Patches		
14.7	Bootimg 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 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		

Sl. No.	Features	Specification Offered	Compliance (Y/N)
	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		
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		

Sl. No.	Features	Specification Offered	Compliance (Y/N)
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 210 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 challenged along with Text to Speech, web extension services, EPP/functional keys based voice guidance support with internal speakers & jack.		
18	General requirements		
18.1	Capability to function round the clock.		
18.2	The proposed ATMs must be configured & must be compatible for accepted standards of RuPay, MasterCard, VISA, JCB, Union Pay &		

Sl. No.	Features	Specification Offered	Compliance (Y/N)
	Diners.		
18.3	ATM should be provided with Anti-virus solution. Updating the Anti-Virus software will be the responsibility of successful bidder also successful bidder will be responsible for OS hardening, installation of service pack, and patch files.		
18.4	Keyboard / Pin Entry Device (PED) must be Braille enabled so that visually impaired persons can also be able to operate without any difficulty and have passed testing by Payment Card Industry (PCI), RuPay, Visa, JCB, Union Pay and MasterCard recognized laboratory and approved by PCI, VISA, MasterCard, RuPay and all major payment gateways.		
18.5	ATM should have design which provides protection from Ants, Pests, Rats, Rodents, snakes etc. to infiltrate in the machine.		
19	Color Branding & Stickering		
19.1	Colour Branding as per Banks requirement. Stickers are to be pasted at necessary places like "Cash Dispense place", Receipt Dispense place etc.		
20	INTEGRATED ATM SURVEILLANCE SOLUTION		
20.1	DVR (Digital Video Recorder) provided must be able to capture image of the customer, when the customer enters the ATM room and also when the customer does a transaction at the ATM. ATMs should be with pinhole camera installed inside with motion detection capability. The images captured by the cameras should be recorded on ATM hard disc. In addition, one external camera should be attached to ATM and Images/videos captured by the same will be stored at ATM hard disk. Solution should be able to store Minimum 6 months of video images at an average of 600 transactions per day in the hard disc at any point of time. Additionally provision for 2nd		

Sl. No.	Features	Specification Offered	Compliance (Y/N)
	external camera for site surveillance must be available.		
20.2	The solution should be able to store the images in a digital format. The solution must be able to capture the transaction information – such as the date & time –along with the images and same should be stored. The image stored should be in high compression JPEG format and must be stored for minimum 180 days with an average of 600 transactions per day.		
20.3	The machine should have the facility to allow uploading of images from the machine to a central server or central location at Bank's EFT switch centre as and when required by the Bank. The central server shall be deployed by Bank.		
20.4	Support to add additional 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	The solution should use minimum two cameras in different angles, one inside the ATM and another in the ATM Cabin. Camera should be suitably positioned to take image of the person even under poor lighting conditions. Camera should not capture the hand movement while entering the PIN. It will be the responsibility of successful bidder to ensure that the images so captured are able to identify the persons		

Sl. No.	Features	Specification Offered	Compliance (Y/N)
	entering the ATM Room.		
20.10	At no point the cameras should focus on ATM keypad (Masking must be implemented on keypad area).		
20.11	There should be minimum one camera inside the machine to capture the customer image. Camera should not capture the hand movement of the customer while entering the PIN. The 2nd Camera should be installed within the ATM Room to capture the overall ATM site and store the images within the machine for a minimum period for 6 months.		
20.12	The cameras should be pilfered proof and hidden		
20.13	Solution should be able to record opening of chest door/upper hood and be able to send message to switch in each case.		
20.14	The system should have adequate provision for storing the images, back-up and archived images.		
20.15	Solution must be configurable to suit different site requirements and must be capable of performing under extreme light and heat conditions.		
20.16	Machine should be able to send indication to the switch whenever DVSS is down.		
20.17	Solution must have an integrated video surveillance system and centralized monitoring should be possible.		
20.18	The solution should be able to pull the required images from the Central location and share the same over e-mail with Bank officials, as and when required.		
20.19	The solution must not degrade the performance of ATMs, e.g., speed of normal transaction		
20.20	The image surveillance hardware should be integrated within the ATM		
20.21	The machine should support water marking for image authentication.		

Sl. No.	Features	Specification Offered	Compliance (Y/N)
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.		
21	Visual Impaired Kit for the above ATMs		
21.1	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 regional language and this functionality should be enabled.		
21.2	ATMs installed should have Braille keypads for persons with visual impairment.		
21.3	ATMs should include Braille-enabled function keys and guide labels for other functionalities, such as card reader, reader, receipt, ATM/ATM.		
21.4	Should have bunch cash presenter for ease in collecting cash		
21.5	ATMs should have slot for connecting head phone, PIN and figure print authentication (UIDAI Compliant) scanner.		
21.6	Voice guidance facility of Talking ATM as per Annexure- XXII of this RFP.		
21.7	Should have ergonomic design for easy accessibility		
21.8	ATMs should include Braille-enabled function keys and guide labels for other functionalities, such as card reader, reader, receipt, ATM/ATM.		
24	Grouting		
24.1	Moving / tilting of ATM for removing existing levelling screws. Drilling 8"-10" holes in the		

Sl. No.	Features	Specification Offered	Compliance (Y/N)
	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		



Masked Commercial Bid
(To be submitted with technical Bid)

(Amount in ₹)

Sl. No	Particulars of Transactions	Rate per Transaction
A	Financial/Cash Transaction for Off-Site ATMs	

Note:- Non-Financial/Non-Cash Transaction for Off-Site ATMs will be 25% of rate quoted in A Financial/Cash Transaction

The above quotation is subject to the following considerations:-

- i. The Bank shall pay Transaction Fees for actual number of successful Financial/Cash transactions per ATM reported in Switch, including business declines on cash withdrawals such as insufficient balance and wrong PIN entries, but excluding suspected transactions, as per the following rates:
- ii. The above price is valid for the Term of the Agreement.
- iii. The above price is applicable for all the ATMs installed under this RFP.
- iv. No Fees will be paid for Unsuccessful Financial/Cash or Non-Financial/Non-Cash transaction.
- v. A discounted transaction rate per ATM will applicable be in the following manner:

Up to 100 transactions	per day	- 0% (Nil discount)
101- 150 transactions	per day	- 10 % discount on above price
151- 200 transactions	per day	- 20 % discount on above price
201- 250 transactions	per day	- 30 % discount on above price
Above 251 transactions	per day	- 40 % discount on above price
- vi. The number of transactions shall be averaged for every ATM over a period of a calendar month to arrive at the transaction per day applicable for a said ATM.
- vii. The total of Successful transactions considered for discount lot will be separately considered for Successful Financial and Non-Financial transactions. The discount will be calculated on the incremental transactions and discount percentage will be applicable on the price per transaction for financial/cash and non-financial/non-cash as the case may be.
- viii. If the cost for any line item is indicated as zero or blank then Bank may assume that the said item is provided to the bank without any cost. All cost is quoted in INR only.
- ix. Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
- x. The above price is inclusive of all applicable taxes/cess (except Service Tax or any new tax levied by any statutory authorities payable on such Fees which will be paid by the Bank) and will not change due to exchange fluctuations, inflation, market conditions, etc.
- xi. We have ensured that the price information filled in the Commercial Offer at appropriate column is without any typographical or arithmetic errors. All fields have been filled in correctly.

- xii. 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.
- xiii. 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.
- xiv. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
- xv. 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.
- xvi. Bidder has to provide required hardware to implement RBI control measures/Security solution at the rate quoted in commercial bid.
- xvii. Hardware to implement RBI control measures/Security solution has to be mandatorily placed at location as decided by the Bank.

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

Company Seal

Date

Name & Designation:

Authorized Signatory



COMMERCIAL BID

(Amount in ₹)

Sl. No	Particulars of Transactions	Rate per Transaction
A	Financial/Cash Transaction for Off-Site ATMs	

Note:- Non-Financial/Non-Cash Transaction for Off-Site ATMs will be 25% of rate quoted in A Financial/Cash Transaction

The above quotation is subject to the following considerations:-

- i. The Bank shall pay Transaction Fees for actual number of successful Financial/Cash transactions per ATM reported in Switch, including business declines on cash withdrawals such as insufficient balance and wrong PIN entries, but excluding suspected transactions, as per the following rates:
 - ii. The above price is valid for the Term of the Agreement.
 - iii. The above price is applicable for all the ATMs installed under this RFP.
 - iv. No Fees will be paid for Unsuccessful Financial/Cash or Non-Financial/Non-Cash transaction.
 - v. A discounted transaction rate per ATM will applicable be in the following manner:

Upto 100 transactions	per day	- 0% (Nil discount)
101- 150 transactions	per day	- 10 % discount on above price
151- 200 transactions	per day	- 20 % discount on above price
201- 250 transactions	per day	- 30 % discount on above price
Above 251 transactions	per day	- 40 % discount on above price
 - vi. The number of transactions shall be averaged for every ATM over a period of a calendar month to arrive at the transaction per day applicable for a said ATM.
 - vii. The total of Successful transactions considered for discount lot will be separately considered for Successful Financial and Non-Financial transactions. The discount will be calculated on the incremental transactions and discount percentage will be applicable on the price per transaction for financial/cash and non-financial/non-cash as the case may be.
 - viii. If the cost for any line item is indicated as zero or blank then Bank may assume that the said item is provided to the bank without any cost. All cost is quoted in INR only.
 - ix. Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
 - x. The above price is inclusive of all applicable taxes/cess (except Service Tax or any new tax levied by any statutory authorities payable on such Fees which will be paid by the Bank) and will not change due to exchange fluctuations, inflation, market conditions, etc.
 - xi. We have ensured that the price information filled in the Commercial Offer at appropriate column is without any typographical or arithmetic errors. All fields have been filled in correctly.
 - xii. 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.

- xiii. 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.
- xiv. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
- xv. 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.
- xvi. Bidder has to provide required hardware to implement RBI control measures/Security solution at the rate quoted in commercial bid.
- xvii. Hardware to implement RBI control measures/Security solution has to be mandatorily placed at location as decided by the Bank.

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

Company Seal

Authorized Signatory

Date

Name & Designation:

यूको बैंक  UCO BANK

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)

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	
21	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	



Undertaking of Authenticity for ATMs/machines Supplies

SUB: RFP for procurement of 200 ATMs on OPEX Model (RFP Ref No. DIT/BPR & BTD/OA/1288/2020-21 Date: 23.11.2020)

- Ref: 1. Your Purchase Order No-----Dated -----
2. Our invoice no/ Quotation no. -----Dated -----

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

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

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

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

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

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

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

Authorized signatory

Name:

Designation:

Place:

Date:



Application Integrity Statement

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

We undertake, that application supplied for Procurement of 200 ATMs on CAPEX model and other applications provided to Bank as per the scope of this RFP is free of malware, free of any obvious bugs, and free of any covert channels in the code.

Authorized signatory

Name:

Designation:

Place:

Date:



PROFORMA FOR DEED OF INDEMNITY
(To be stamped as per the Stamp Law of the Respective State)


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

IN FAVOUR OF

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

WHEREAS

The Obligor has

-  यको बैंक UCO BANK
- A. offered to supply and install about _____ ATMs with option of up gradation to Biometric functionality with the specifications as prescribed in the Agreement / Contract dated _____ during the period of one year from the date of acceptance of the purchase orders issued by the Bank from time to time. The Supply of ATMs by the obligor is herein after referred to as "**Supply**".
 - B. Agreed to install and provide comprehensive maintenance for the Equipments, material used and workmanship by them in terms of the Agreement / Contract dated _____ and respective Purchase Orders issued from time to time during the warranty period of 24 months and during the post warranty period if required at the discretion of UCO BANK. (The installation and maintenance are herein after collectively referred to as "**Service/s**").
 - C. Represented and warranted that they have all permissions, consents, approvals from all authorities, both regulatory and non-regulatory, for Supply and installation of ATMs and provide other Service/s to UCO BANK.
 - D. Represented and warranted that the aforesaid supply/services offered to UCO BANK do not violate any provisions of the applicable laws, regulations or guidelines including legal and environmental. In case there is any violation of any law, rules or regulation, which is capable of being remedied, the same will be got remedied immediately during the installation, maintenance and contract period

to the satisfaction of UCO BANK.

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

NOW THIS DEED WITNESSETH AS UNDER:-



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

- (1) the Obligor shall, at all times hereinafter, save and keep harmless and indemnified UCO BANK, including its respective directors, officers, and employees and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against UCO BANK by whomsoever and all losses, damages, costs, charges and expenses that UCO BANK may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, guidelines and also from the environmental damages, if any, which may occur during the contract period.
- (2) The Obligor further agrees and undertakes that the Obligor shall, during the contract period, ensure that all the permissions, authorizations, consents are obtained from the local and/or municipal and/or governmental authorities, as may be required

under the applicable laws, regulations, guidelines, orders framed or issued by any appropriate authorities.

- (3) The Obligor further agrees to provide complete documentation of all ATMs/Equipments/accessories/and other software, they are having. The Obligor shall also indemnify and keep indemnified UCO BANK against any levies/penalties/claims/demands, litigations, suits, actions, judgments, in this regard.
- (4) If any additional approval, consent or permission is required by the Obligor to execute and perform the contract during the currency of the contract, they shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.
- (5) The obligations of the Obligor herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Agreement/Contract or the insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of UCO BANK or Obligor or any other circumstance whatsoever which might otherwise constitute a discharge or defence of an indemnifier.
- (6) The obligations of the Obligor under this deed shall not be affected by any act, omission, matter or thing which, would reduce, release or prejudice the Obligor from any of the indemnified obligations under this indemnity or prejudice or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it, or to UCO BANK).
- (7) This indemnity shall survive the aforesaid Agreement.
- (8) Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either party at the address stated in the aforesaid Agreement and or as stated above.
- (9) This indemnity shall be governed by, and construed in accordance with, the laws of India. The Obligor irrevocably agrees that any legal action, suit or proceedings arising out of or relating to this indemnity may be brought in the Courts/Tribunals at Kolkata. Final judgment against the Obligor in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction, by suit on the judgment, a certified copy of which shall be conclusive evidence of the judgment, or in any other manner provided by law. By the execution of this indemnity, the Obligor irrevocably submits to the exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.
- (10) UCO BANK may assign or transfer all or any part of its interest herein to any other person. Obligor shall not assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of UCO BANK

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

Signed and Delivered on behalf of (_____)

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



USER ACCEPTANCE TEST (UAT) FORM
ATM INSTALLATION ACCEPTANCE REPORT

ATM ID :

From,

..... Bank
..... Zone

To,

The Project Manager
..... (Vendor)

1. We have inspected the Site ATM at and performed the following transaction tests:

Cash Withdrawal ☐

Balance Enquiry ☐

PIN Change ☐

The DVSS system has been found to be working ☐

The transactions have been successful.



2.. The site interior is as per the Agreement. The following items have also been installed and found to be working:

Signage ☐

UPS System ☐

Fire Extinguisher ☐

3. The System is hereby accepted for live connectivity to Bank's Network.

.....
(Signature of Designated Bank Official with Seal)

.....
(Signature of the Vendor with Seal)

Name:

Designation:

Place:

Date:

FORMAT FOR REPORTING OF ATM DOWNTIME

State : ZO :

[illegible]

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SITE INSPECTION & VERIFICATION REPORT

Name of the Bank :

Machine ID :

Site Address :

.....

.....

A. SITE

	Item	(Yes / No)	Remarks
1.	Site furnished as per Bank's specifications (Floor tiles, false ceiling, wall panelling, colour scheme, acrylic boards, lighting fixtures etc.)		
2.	Signage & Lollipop are as per specifications		
3.	Door and panels are as per specifications		
4.	Site has opaque film on the glass/acrylic door and panels		
5.	All power and network cables are concealed		
6.	External CCTV		
7.	Power points are not accessible to customers		
8.	UPS		
9.	Earthing as per specifications		
10.	Machine has been grouted		
11.	Dust Bin provided		

B. ATM

	Item	(Yes / No)	Remarks
1.	UL-291 or higher certified chest		
2.	OTC Lock		
3.	4 Pick Module with 4 cassettes		
4.	Dip Smart Card Reader		
5.	DVSS		
6.	Journal Printer		
7.	Graphic Thermal Receipt Printer		

.....
(Name & signature of the Inspecting Bank official)

Standard Format for Payment of Fees**WORKSHEET FOR CALCULATION OF DISCOUNTED RATES****FOR THE MONTH OF**

(Note : Assuming off-Site CD with Cash Transactions @ Rs.10/- and Non-Cash transaction @ Rs.2/50 per transaction)

CD - ID :

Total No. of Successful Transactions during the month:

8250

Cash Txns -

6000

Non Cash txns -

2250

Average Daily txns in the month	of which		Slab 1 - first 100 txns		Slab 2 - next 50 txns		Slab 3 - next 50 txns		Slab 4 - next 50 txns		Slab 5 - next 25 txns		Total Transaction Fee payable
			No discount		10% discount		20% discount		30% discount		40% discount		
	Cash Txns	Non-cash Txns	Cash Txns	Non-cash Txns	Cash Txns	Non-cash Txns	Cash Txns	Non-cash Txns	Cash Txns	Non-cash Txns	Cash Txns	Non-cash Txns	
275	200	75	72.7	27.3	36.35	13.65	36.35	13.65	36.35	13.65	18.175	6.825	
	(72.7%)	(27.3%)	@ 10/-	@ 2/50	@ 9/-	@ 2/25	@ 8/-	@ 2/-	@ 7/-	@ 1/75	@ 6/-	@ 1/50	
			727.00	68.25	327.15	30.71	290.80	27.30	254.45	23.89	109.05	10.24	1868.84

Total Amount Payable for the Month (*) Rs. 56065.13

(*) To be carried forward to the Standard Proforma

**STANDARD PROFORMA FOR PAYMENT OF FEES
FOR OUTSOURCED CASH DISPENSERS
FOR THE MONTH OF**

Name of the Bank :

Name of the State :

- A. METRO / URBAN CENTRES (WITH OVERNIGHT VAULTING FACILITY)**
B. METRO / URBAN CENTRES (WITHOUT OVERNIGHT VAULTING FACILITY)
C. SEMI-URBAN CENTRES

1. OFF-SITE CDs

2. ON-SITE CDs

Sl. No.	CD - ID	Fee Payable as per Worksheet attached	Minimum Guarantee Payable (*)	Net Amount Payable (Higher of B or C)
	(A)	(B)	(C)	(D)
1				
2				
3				
4				
5				
6				
7				
Total				

(*) Minimum Guarantee is payable only for the first 12 months from the date of Acceptance)

FOR USE AT THE BANK

(Less)

i.	Penalty on account of Downtime	(Downtime for the month -%) @ %	Rs.	
ii.	Penalty on account of Cash Out	(No of instances -) @ Rs.1000/- per instance	Rs.	
iii.	Penalty on account of PM not carried out in the Qtr.	(No of instances -) @ Rs.500/- per instance	Rs.	
iv.	Penalty on account of Anti-Pest measures not done during the Year	(No of instances -) @ Rs.500/- per instance	Rs.	
v.	Any other penalty (Pl. specify) excluding Penalty on account of delayed Installation & Counterfeit Notes		Rs.	
	(E) TOTAL AMOUNT OF PENALTY (I + ii + iii + iv + v) OR 30% of (D) whichever is lower		Rs.	
F.	Penalty on account of delayed Installation (No of instances -)	@ Rs.2000/- per CD per day	Rs.	
G.	Penalty on account of Counterfeit Notes (No. of instances -)	@ Rs.10000/- per instance	Rs.	
	NET AMOUNT PAYABLE (D - E - F - G)		Rs.	

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:

