



**Request for Qualification (RFQ)  
For  
SUPPLY, INSTALLATION, IMPLEMENTATION & MAINTENANCE  
OF  
AUTOMATED TELLER MACHINE (ATM)  
OR  
CASH DISPENSER ( CD )**

**Union Bank of India  
Operations Department  
Reay Road, Mumbai 400010**

**Disclaimer**

The information contained in this Request for Proposal (RFP) is provided to the Bidder(s) on the terms and conditions set out in this RFP document. The RFP document contains statements derived from information that is believed to be true and 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.

The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank, after completion of the selection process as detailed in this document. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officers of Union Bank of India with the Bidder. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Union Bank of India makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Union Bank of India may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

## GENERAL INSTRUCTIONS TO BIDDERS

All bidders must note that this being E-tender, bids received only through online on E-tendering portal <https://ubi.abcpocure.com> shall be considered as an offer. ***Any bid submitted in physical form will not be received or opened and shall be summarily rejected.***

### Procedure for submission of E-tender by bidder:

Interested bidders who wish to participate should visit website <https://ubi.abcpocure.com> which is the ONLY website for bidding their offer. Further, the procedure is as follows:

1. Register your company in website <https://ubi.abcpocure.com> for obtaining a Login ID and Password.
2. Using the login ID, password and digital signature, login in to the tender portal to download the tender document. It is mandatory for the Bidders to have a valid Digital Signature Certificate - Signing and Encryption (Class - II or Class - III) issued by any of the valid Certifying Authority approved by Govt. of India as per IT Act, 2000. DSC on **Organization name** is required, if bidder want to participate on behalf of his/her Company.
3. Upload supporting documents by clicking "Mapped Documents". Then submit the tender. Take a print screen of "Bid successfully submitted" message for reference.
4. Primary Contact Numbers: +91-9081000427, 9904406300, email id: [support@procuretiger.com](mailto:support@procuretiger.com)
5. Alternate Contact Details:-
  - a) Nandan Valera email: [nandan.v@eptl.in](mailto:nandan.v@eptl.in) Mob: 9081000427
  - b) Fahad Khan email: [fahad@eptl.in](mailto:fahad@eptl.in) Mob: 9904406300
  - c) Shaikh Nasruddin email: [shaikh@eptl.in](mailto:shaikh@eptl.in) Mob: 9510812960
6. System requirement for online bid submission:
  - a. Computer / Laptop (Notebook) with internet connection of minimum 256 kbps speed.
  - b. Operating system - Windows XP Service pack -3 / VISTA/ Windows 7 or above.
7. Bidder must submit the offer before online closing date & time. The website will automatically stop accepting the offer after online closing date and time.

**NOTE:** Submission of any bid document through offline mode will not be accepted. Only Cost of RFQ and Pre-Contract Integrity Pact should be submitted in physical form on or before last date & time of bid submission.

### Abbreviations

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

SN	Abbreviations	Description
1	CD	Cash Dispenser
2	Information System	This is Bank's hardware (servers, workstations, printers, scanners, etc.), software, network infrastructure and the data stored/ associated with them.
3	ATM	Automated Teller Machine
4	Bank/ Purchaser/ Union Bank	Reference to the "the Bank", "Bank" and "Purchaser" Shall be determined in context and may mean without limitation "Union Bank of India, i.e. amalgamated entity consisting of Union Bank of India, erstwhile Corporation Bank (eCB) and erstwhile Andhra Bank (eAB) combined and it's Foreign Offices, Foreign Subsidiaries and Domestic Subsidiaries".
5	BFSI	Banking, Financial Services and Insurance
6	BG	Bank Guarantee
7	Bidder/ Service Provider/ System Integrator	An eligible entity/ firm submitting a Proposal/ Bid in response to this RFP.
10	DIT	Department of Information Technology, UBI
11	DR	Disaster Recovery
12	IP	Internet Protocol
13	ISDN	Integrated Services Digital Network
14	MAF	Manufacturer Authorization Form
15	MPLS	Multiprotocol Label Switching
16	MSME	Micro, Small & Medium Enterprises
17	NDA	Non-Disclosure Agreement
18	NSIC	National Small Industries Corporation
19	OEM	Original Equipment Manufacturer or OEM is the organization which have developed/ created the product/ software and hence is entitled to distribute the same.
20	OTI	One Time Implementation
21	PBG	Performance Bank Guarantee
22	PO	Purchase Order
23	Project Cost	Project cost would be Licensing Cost/ Initial cost/ Onetime cost/ Fees/ Development Cost/ Installation cost/ Implementation and Commissioning cost/ Integration cost with Existing systems/ Customization cost/ Training cost/ Technical assistance.
24	Proposal/ Bid	The Bidder's written reply or submission in response to this RFP.
25	PSB	Public Sector Bank
26	PSU	Public Sector Undertaking
27	RFP	The request for proposal (this document) in its entirety, inclusive of any addenda that may be issued by the Bank.
28	RFQ	Request for Qualification
29	SLA	Service Level Agreement

<b>30</b>	<b>Solution/ Services/ Work/ System</b>	“Solution” or “Services” or “Work” or “System” or “IT System” means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include services ancillary to the development of the solution, such as installation, commissioning, integration with existing systems, provision of technical assistance, training, certifications, auditing and other obligation of the Supplier covered under the RFP.
<b>31</b>	<b>Supplier/ Contractor/ Vendor</b>	Selected Bidder/ Service Provider/ System Integrator under this RFP.
<b>32</b>	<b>TCO</b>	Total Cost of Ownership
<b>33</b>	<b>The Bank</b>	Amalgamated entity i.e. consolidated entity consisting of Union Bank of India, erstwhile Andhra Bank (e-AB) and erstwhile Corporation Bank (e-CB) combined.
<b>34</b>	<b>TO</b>	Technical Offer
<b>35</b>	<b>UBI or Union Bank</b>	Union Bank of India (Pre-amalgamated Union Bank of India)

### Schedule of Events & Bid Details

Start Date& Time of issue of RFQ/ Document Download	29.06.2022 at 11:00 Hours
Date and time of Online/ Offline Prebid Meeting	05.07.2022 at 15:00 Hours
Last date and time for submission of query	07.07.2022 by 17:00 Hours
Last date and time of Downloading of RFQ	26.07.2022 by 15:00 Hours
Last date and time for submission Of Bidding Document	26.07.2022 by 16:00 Hours
Date and Time of Technical Bid Opening	26.07.2022 by 16:30 Hours
Place of opening of Bids (Online)	Union Bank of India, Information Technology (Ground Floor), 1/1 A, Technology Centre, Adi Shankaracharya Marg, Opp. Powai Lake, Andheri (East), Mumbai-400072.
Address & Contact Numbers	As above Tel:(022) 25710507/528
Cost of RFQ (Non-Refundable)	Cost of RFP is waived off if bidder prefers to download the RFQ document online. However, bidder is required to pay Rs.2,500/- in the form of Demand Draft in favor of Union Bank of India, payable at Mumbai for purchasing hardcopy from DIT.
Security Deposit/Earnest Money Deposit (EMD)	Rs. 3,00,00,000/- (Three Crores only) in the form of Demand Draft in favor of Union Bank of India, payable at Mumbai. EMD can also be paid in the form of Bank Guarantee (BG) of any scheduled commercial Bank other than Union Bank of India and should be valid for six months from the date of bid submission with a claim period of one year.
Contact details	Interested Bidders are requested to send the email to: chirag.chopra@unionbankofindia.bank ranjanskumar@unonbankofindia.bank atm.monitoring@unionbankofindia.bank containing below mentioned information, so that in case of any clarification same may be issued: <b>Name of company, contact person, Mailing address with Pin Code, Telephone No., Mobile No., email address etc.</b>

**Note:** Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after submission of bids. No bidder shall be allowed to withdraw the bid.

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## Union Bank of India

### 1. Introduction

Union Bank of India (hereinafter referred to as The Bank), is one of the leading Nationalized banks in India has its Central Office at 239, Vidhan Bhavan Marg, Union Bank Bhavan, Nariman Point, Mumbai - 400021, having Department of Information Technology at 1/1A, Adi Shankaracharya Marg, opp. Powai Lake, Powai, Andheri East, Mumbai-400072 and having a network of more than 9400 branches, 125 Regional Offices, 18 Zonal Offices and 11000 ATMs spread across the country. Bank also provides services to its customers through alternate channels such as Internet Banking, Debit Cards, and Mobile Banking, etc.

### 2. Adoption of Integrity Pact (IP)

Vendors/bidders/sellers, only those 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. 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 N](#) for strict compliance.

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

- a. Dr. Meeran Chadha Borwankar, IPS (Retd.)  
E-mail- [mcborwankar@gmail.com](mailto:mcborwankar@gmail.com)
- b. Smt. Bharathi Sivaswami Sihag, IAS (Retd.),  
E-mail- [bsihag@hotmail.com](mailto:bsihag@hotmail.com)

### 3. Objectives of the RFQ

Union Bank of India (hereinafter called as “UBI” or “Bank”) invites proposals from experienced and eligible entities (hereinafter referred to as “Respondent” or “Bidder” or “Vendor”) for Supply, Installation, Implementation and Maintenance of ATM along with one additional set of lockable Cassettes with buyback arrangement of old ATM/CD/CRM in its offices spread all across the country. with 3 years onsite warranty and 2 years AMC further extendible by another 2 years on the same AMC rates based on the bidder’s performance. This invitation of Bids is open to all Original Equipment Manufacturers (OEMs) having presence in India or their Authorized Representative in India, provided firms fulfill the minimum qualification criteria as mentioned in bid document (Annexure-C). In case of authorized representative, a letter of authorization to this effect from OEM must be furnished. Joint bid will not be accepted by Bank. Two OEM cannot participate with one bidder and one bidder should represent one OEM. Two bidders jointly cannot participate with single OEM/multiple OEMs. Only OEM or its Authorized representative or Service provider in India having

IP Rights of Customization can bid. If both OEM and its authorized representative bid for the same Solution, both the bids will be rejected.

The successful bidders would be selected, prices would be finalized through this RFQ/RFP process for **Supply, Installation, Implementation & Maintenance of CASH Dispenser (CD) i.e. AUTOMATED TELLER MACHINE (ATM) with Three years Warranty and AMC of the AUTOMATED TELLER MACHINE (ATM) for 2 years from the date of expiry of warranty of the each individual installed AUTOMATED TELLER MACHINE (ATM) which will be further extendible by another 2 years on the same AMC rates based on the bidder's performance.**

Bank envisages following requirement of Cash Dispenser (CD) in 3 years:-

S.No.	Item Description	Tentative Quantity
1	AUTOMATED TELLER MACHINE (ATM) OR CASH DISPENSER (CD) WITH ONE ADDITIONAL SET OF LOCKABLE CASSETTES	3500
2	BUY BACK OF OLD ATM/CD/CRM	3119

Two vendors shall be shortlisted for the Rate Contract i.e. L1 and L2 in the ratio of orders as 60%: 40%.

**The actual order quantity may vary +/-25% and buyback quantity may vary as per the requirement of Bank. The selected bidders will have no recourse if the quantity of the order placed does not match the given indicative quantity.**

In case the Bank could complete ordering for the entire quantum of 3500 ATMs within 24 months period, the Bank would have option to place orders for supply of ATMs beyond that quantity up to 25% of the order value at the prices as decided above, to meet its requirements.

Please note that any deviations mentioned in the bid will not be considered and evaluated by the Bank. Bank reserves the right to reject the bid, if bid is not submitted in proper format as per RFP.

#### 4. Definitions

- 4.1. 'Bank' means unless excluded by and repugnant context or the meaning thereof, shall mean 'Union Bank of India', described in more detail in paragraph 1 above and which has invited bids under this Request for Proposal and shall be deemed to include its successors and permitted assigns.
- 4.2. 'RFP' means this Request for Proposal prepared by Union Bank of India for Selection of System Integrator for Supply, installation, implementation and Maintenance of ATMs
- 4.3. 'RFQ' means this Request for Qualification prepared by Union Bank of India for Selection of System Integrator for Supply, installation, implementation and Maintenance of ATMs

- 4.4. 'Bidder' means a vendor submitting the proposal in response to this RFP.
- 4.5. 'Contract' means the agreement signed by successful bidder and the Bank at the conclusion of bidding process, wherever required.
- 4.6. 'Proposal' means that Technical/Financial proposal including any documents submitted by the bidder as per the formats prescribed in the RFP.

## 5. Invitation of Tender Bids

The Bank is adopting a two-stage bidding process (collectively referred to as the "Bidding Process") for selection of the Bidder for award of the Project. The first stage (the "Qualification Stage") of the process involves qualification of bidders who submit response as bid in accordance with the provisions of this RFQ. There after Bank will float RFP amongst qualified bidders in the Second Stage (the "Bid Stage") of this process for commercial evaluation through reverse auction.

The RFQ/RFP is an invitation for bidder responses. No contractual obligation on behalf of the Bank whatsoever shall arise from the RFQ/RFP processes unless and until a formal contract is signed & executed by duly authorized officers of the Bank and the successful bidders. However, until a formal contract is prepared and executed, this offer together with Bank's written acceptance & notification of award shall constitute a binding contract with the successful bidders.

Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the RFQ and RFP documents. Failure to furnish any information required by the RFQ and RFP documents or to submit a bid not substantially responsive to the RFQ and RFP documents in every respect will be at the Bidder's risk and shall result in the rejection of its bid. The procedure and terms & conditions for submission of bid during qualification stage are enumerated in this RFQ.

All offers of the bidders shall be unconditional and once accepted whether with or without modifications by the Bank shall be binding between the Bank and such Bidder.

The Document may be obtained from the Bank at the communication address given below or can be downloaded from Bank's Website [www.unionbankofindia.co.in](http://www.unionbankofindia.co.in) or from government portal [eprocure.gov.in](http://eprocure.gov.in) or from Bank's e-Procurement Portal <https://ubi.abcprocure.com>.

## 6. Eligibility Criteria

Only those Bidders who fulfill the Pre-Qualification Criteria mentioned in **Annexure- C** are eligible to respond to the RFQ. Offers received from the Bidders who do not fulfill any of the

eligibility criteria mentioned are liable to be rejected. This invitation of Bids is open to all Original Equipment Manufacturers or authorized partners of OEM having registered offices in India.

## 7. Scope of Work

A brief overview of the requirement is outlined below and it is mandatory for the bidder to submit its response/compliance on the followings:

1. The bidder shall be responsible for the supply, installation, implementation and maintenance of ATM/CD at various locations of the Bank and Regional Rural Banks sponsored by the Bank or any further amalgamated Bank in Union Bank of India.
2. The Bidder should do the commissioning (including grouting) of the ATM/CD as per infrastructure provided by the Bank for smooth functioning. Bank infrastructure includes site requirements such as power supply, UPS backup, Network ports, illumination, earthing, and infrastructure for front loading ATM etc.
3. During the contract period, bidder has to pass on the benefit of discount / reduction in prices/ Govt. duties, if any, to the Bank voluntarily. In case of failure, Bank reserves the right to terminate the rate contract with immediate effect.
4. The Bank reserves the right to shift the equipment to a suitable location depending upon the need. The bidder will arrange to shift the equipment, install, and commission the same. There will be no separate de-installation, re-installation and operationalization charges for the shifted equipment. The Bank will bear cost of de-grouting, re-grouting, transportation & transit insurance cost only in respect of shifting during the contract period. Bidder is responsible for shifting of ATM/CD.
5. Bank reserves the right to request diversion of machines from one site to another either in transit or yet to be dispatched. If any such machine are yet to be shipped or are in transit the successful bidder shall bear the entire expenditure incidental to such diversion. For any machine delivered and / or installed at the initial location. The shifting will include all work incidental to shifting including de-installation, dismantling, packing, loading, transportation, transit insurance, unloading, unpacking and reinstallation at the new site / location. If the machine is installed in initial location then bank will bear the cost of shifting including transit insurance, however insurance to be done by the bidder. It is the responsibility of the bidder to install the machine in new location at no extra cost to bank.
6. Installation of the machine after delivery: Bidder is responsible for installation of ATM at delivery address without any cost to the Bank. In case bidder delivered the machine other than the delivery address mentioned in purchase order then bidder shall be responsible for shifting of machine at the correct delivery address and installation without any cost to Bank. If Bank ask delivery of machines other than ground floor, then bidder shall arrange to deliver the machine at given floor address in Purchase order.
7. Bank may have periodic review of technology in every half year. In case any of the models becomes obsolete, the bidder will provide the latest model available, at no extra cost to the Bank.

8. The successful bidder may have to conduct UAT & Certification of ATM/CD with NPCI, VISA, MASTERCARD & any other Network with the Bank's existing setup within 45 days from the date of intimation from Bank. In case the successful bidder fails to complete UAT within the stipulated time period, Bank will have discretion to pass on the offer to the next successive bidders.
9. Successful bidder should ensure that ATM/CD should be calibrated/recalibrated and configured to accept and dispense correct denomination of Currency / Bank notes.
10. Multi-vendor software compatibility: The successful bidder shall agree that the Bank reserves the right to bring in Multi-vendor software, hardware and if such a solution is contracted with a third party other than the successful bidder, the successful bidder agrees to cooperate with the Bank for implementation & support of Multi-Vendor Software. Cost of testing & UAT to implement the multi-vendor solution shall be fixed on mutually agreed basis. The Successful bidder also ensure that software including XFS of machine should be compatible with Multi-Vendor software, if there will be any compatibility issue during the warranty and AMC period of contract then successful bidder will make software including XFS compatible with Multi-Vendor Software without any cost to Bank.
11. During the Warranty and AMC period, the Successful bidder shall extend the On Site Service Support. The scope of Warranty and AMC shall include fixing the ATM/CD problems. Upgradation, supply, installation and implementation of upgraded versions of software (updates /upgrades) Rectification of Bugs/defects, if any, Preventive Maintenance of Hardware/Software Quarterly, installation of firmware/software, whenever required.
12. Bidder shall deploy the required ATM/CD display screen provided by the Bank in ATM/CD during UAT and LIVE, without any additional cost to the Bank. The Bank will provide graphic mode customized display screens (irrespective of format i.e. jpeg. tif. gif. etc.) in Trilingual (Hindi, English and Regional language of respective state) and for touch screen format for all transactions undertaken on ATM/CD. Multi-lingual feature (with Regional Languages) should be bundled with the Machines by default. It will be the responsibility of the bidder to deploy the given display screens in the ATM/CD
13. ATM/CD should have vinyl wrapped as per the Bank's branding ( Front Side and Both Sides of the ATM/CD). The Bank will provide graphics for branding and the vinyl wrapping will be done by the bidder before installation of ATM/CD at no extra cost to the bank. ATM/CD to be vinyl wrapped on the visible portion of the machine means whole machine to be wrapped as per the graphics provided by the Bank.
14. The bidder shall supply and undertake complete installation of DVSS including carpentry and electrical works at no additional cost to the Bank. All the electrical and network cables should be concealed so that the customers will not have any access to the same.
15. All components ( Hardware and software) of the ATM must be valid as per PCI-DSS and EMV for the period of the contract.
16. Bidder to provide all ATMs of same make, model and specifications i.e. single make and model. Any vandalized machine will also be replaced with the same make & model.

17. The successful bidder shall provide operational onsite training to Bank Staff/Custodian at each ATM/CD site at the time of installation and as and when required by the Bank, without any extra cost to Bank.

18. Bank has engaged services of Vendors for ATM Managed Services which include monitoring of the ATMs and EJ Pulling / Content/ Software Distribution etc. The Bidder' scope for integration of ATM with Softwares of ATM Managed Services Vendor involves the following.

- Bidder has to coordinate with Bank's Vendors for Managed Services to integrate their Softwares in ATM for - monitoring /third party software/agent for Electronic Journal (EJ) Pulling & Software/ Content Distribution / Screen pushing for ATM/CD. Successful bidder will ensure to include these software/agent & screens in their customized build (i.e. compatible with Bank's Switch) at no extra cost to Bank.
- In case any Bidder support is required for such task for masking and unmasking of EJ, then Bidder will provide support on free of cost (FOC) basis.
- Successful bidder will install online Terminal Security Solution for managing the security parameter i.e. Operating System (OS) Hardening, Disk encryption, Support for Full hard disk encryption(FHDE), Whitelisting, provide one time code for secured admin access (with a validity of 60 minutes and manageable to extend the same if required), Reboot machine centrally, Allowing for specific remote user management, Support for One Time expiring passwords, Support for online and offline password management, Blocking USB ports on the ATM/CD through centralized Control, Protection against the unauthorized updating / changing of configuration/ property of the files/script etc., Blocking the unauthorized installation/ de-installation of software, Only permitted/ white-listed applications are running on ATM/CD, capability for centrally whitelisting the application, Auto Run Facility is enabled or Disabled etc.
- Bidder should ensure that ATM/CD provided to Bank should have Terminal Security Solution(TSS) implemented without any extra cost. Bidder has to setup server and software and leased line connectivity with Bank for online TSS in Bidder's premises both at DC and DR without any additional cost to the Bank. The Bidder to maintain Help Desk and monitor the TSS on 24 x 7 basis, take corrective steps for disconnection and provide customized reports to the Bank as requested by the Bank. The Bidder to share Escalation matrix for TSS support. The Leased line between Bank DC and Bidder's premises should be minimum 4 Mbps. Also similar leased line of minimum 4Mbps has to be established between Bank's DR and Bidder's premises. The bidder has to set up DR Site for TSS in bidder's premises. The cost of setting up of leased lines required for DC and DR for TSS setup and the recurring costs have to be borne by the bidder for the entire period of the contract.
- The TSS and ATM software should be supportive to EJ agent of all ATM Managed Service Providers (MSPs) in country (like FIS, FSS, AGS, Hitachi, NCR, Diebold, CMS, and Writers, EPS, Euronet etc.). If there is any compatibility issue then Successful bidder should provide the support including whitelisting of agent/software for installation of EJ agent in machine for the contract period including AMC without any extra cost to Bank. Cost of deployment and Integration of MSP's EJ agent (as per list shared by Bank) with OEM software will be borne by the OEM. Bank will not entertain any kind of charges request for this activity.



- Bidder should ensure that ATM/CD provided to Bank should have TLS 1.2 Solution implemented without any extra cost and any upgrade to the TLS higher version has to be done by the bidder during the contract period without any additional cost to the Bank.
19. Bidder will provide the error-reading document for customization of EJ reading process and will provide all support for any modification in Build as per Bank/ Managed Services Vendor requirement without any extra cost to Bank during contract period including AMC period.
  20. Preventive maintenance activity needs to be carried by successful bidder on quarterly basis for smooth functioning of ATM/CD during the contract period including period of Warranty and AMC in addition to attending to calls for repairs/maintenance on free of cost basis. Other than regular PM activities, Bank may also fix certain activities for preventive maintenance such as:
    - i. Network IP change requirement.
    - ii. Pushing / Loading screens manually.
    - iii. Connection of EJ agent and Terminal Security Software.
    - iv. Any other similar activity as per requirement of Bank.
  21. Bidder need to provide update /upgrade to Bank as soon as possible but not later than 90 days. If any deviation is found or penalty is levied by Regulatory authority on Bank for such negligence of update/upgrade or any loss incurred to Bank due to negligence / delay of such updates/upgrades by the bidder, it shall be passed on to the bidder.
  22. The successful bidder will be responsible for providing support to Bank Custodian/CRA/FLM and provide SLM services for ATM/CD at various locations of the Bank.
  23. The successful Bidder shall provide at least four free visits per site in each calendar year during the contract period including AMC period for any activity that may be required to be performed which are not covered under the scope of Warranty, AMC and Preventive Maintenance and no visit charges shall be payable for the same. Such free visits, to be undertaken by bidder, shall be coordinated and monitored by respective Regional Office and bidder must submit site wise monthly status to the respective Regional Office and Head Office.
  24. Any future requirements like cassette spacers which may be necessitated on account of recalibration and other similar activities that may be required to be performed on ATM/CD on account of regulatory guidelines during contract period, shall be under free visits asked by the Bank. If free visits are exhausted for the calendar year, then Bank will pay the charges as approved through this RFP. Cost of Spacer shall be borne by Bank as per actual.
  25. Bidder should ensure encryption of all Hard Disk that will be installed in the ATM/CD without any extra cost.
  26. The Hard Disk should be able to store the DVSS images, Cash slot camera images for a period of at least 180 days. The image data should be retrievable remotely to address any dispute

or as a response to police / regulatory authorities. The successful bidder will be responsible for providing image data as required by the Bank by retrieving from the machine physically within T+2 days of request of Bank without any additional cost to Bank. In the event of failure in providing image data as per Bank's requirement, Bank shall levy penalty equivalent to the amount of disputed transaction plus penalties imposed by police/regulator /ombudsman court etc. (if any).

27. During Onsite Warranty and AMC period, Bank will not pay any charges for Engineer's visit to site and any part replacement cost during Warranty Period except if the ATM/CD part is physically damaged by miscreant, Earthing, Fire and Natural Calamities. In case any part is damaged due to earthing issues, engineer will provide reports confirming that parts were damaged due to earthing issues with photographs of multi meter during measuring the earthing of site, and same will be sent, for approval to the respective ATM Custodian at Regional Office.
28. Escalation matrix should be provided for all kinds of support, technical, resolving of the issues.
29. Spare Parts: The Successful bidder shall ensure that spare parts, components etc. are available for the ATM/CD for a minimum period of 7 years, during warranty and AMC period.
30. Consumables: Bank shall consider the following as consumables viz. Hood locks, fixed Glazing, ribbons, Currency Cassette, divert cassettes/purge bin, safe lock batteries ribbons, and cartridges. All other items should be covered under Warranty & AMC & shall be delivered without additional cost to the Bank (excluding part damaged due to reasons as flood, earthquake, natural calamities and vandalism cases, miscreant handling, short circuit, fire, theft, burglary and earthing).
31. The Successful bidder must ensure before delivery that Hard Disk is encrypted and operating system is hardened enough to block the services, which are not required for ATM/CD. 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 of bid submission. In case of any future emergence of this type of malicious software, Bidder will support and ensure the conformity without any cost to Bank. The successful bidder shall ensure timely updation of whitelisting to safeguard the machine and it's Operating System (OS) from any of above vulnerabilities without any extra cost. In case of any deviation / vulnerability, bidder to restore back the system to good working condition including system hardening and fixing vulnerabilities. The Bank may conduct Inspection / Acceptance Testing to ensure that ATM/CD contains all the required security parameters before Go-Live.
32. The Successful bidder should provide end-to-end solution and implementation, including integration with ATM Switch application component (without any additional cost to the Bank) suitable for visually challenged persons (with audio support) for all the Cash Dispensers in English, Hindi, Regional languages (If Bank asks for the support of regional language in future, bidder has to provide the same at the time of requirement). ATM/CD should have Voice Guidance flow enabled for the visually challenged along with Text to Speech, web extension services, EPP /functional keys based voice guidance support with internal speakers & jack. The Successful bidder should also participate in the testing and end-to-end implementation and rollout without any additional cost to the Bank. The Successful bidder shall undertake



complete end-to-end installation & operationalization of ATM/CD including integration with ATM switch. ATM/CD machine should include all features including Braille keyboards/FDKs or both that supports visually, physically handicapped persons.

33. The successful bidder will have to provide One-test machine at any of the locations - Mumbai/ Hyderabad/ Mangalore/ Bangalore as per Bank's requirement for the purpose of UAT and other testing purposes, without any extra cost to bank, including AMC. All upgrades/updates need to be checked on test machine before rollout to field.
34. The Bank proposes to connect ATM/CD to its ATM Switch. The successful bidder will take total responsibility for supplying, installation of ATM/CD which are already integrated and certified with Bank's ATM switch.
35. Successful bidder/s have to ensure that such compatibility must also be available with any other Switch that the Bank may go in the future, during the period of the contract. Cost of testing, integration with switch shall be decided on mutually agreed basis. The Successful bidder will oblige the schedule given by the bank.
36. Successful bidder is required to submit one set of OEM's complete technical documentation of the product in soft copy as well as hard copies to Head Office.
37. ATM/CD must be EMV Chip Enabled at the time of installation. Further, the ATM/CD should have capability ab-initio to support Biometric, NFC / Contactless Card Reader, UPI QR Code based Inter-operable Cardless Cash Withdrawals (ICCW), Contactless Card Reader as required by the Bank in future. The Bidder to provide support for integration for the Biometric, NFC / Contactless Card Reader, UPI QR Code based Inter-operable Cardless Cash Withdrawals (ICCW), Contactless Card Reader as required by the Bank in future without any additional cost to the Bank.
38. Bidder should support RD service whenever required at a mutually agreed Terms & condition. Services such as
  - i. Integration with RD service provider
  - ii. Integration of RD with ATM/CD application in conformity with ATM switch.
39. During the contract period, for the purpose of upgradation of the ATM - all third party software including OS and hardware upgrade will be carried out without any additional cost to the Bank. Also, the update / upgrade / testing / integration with EJ Software etc has to be carried out by the bidder during the contract period at no additional cost to the bank.
40. ATM/CD should have protection from Pests, Rats, rodents etc. starting from the date of delivery till the life of ATM/CD. During the preventive maintenance reporting, bidder will submit the certificate along with the images that Rat mesh is present in the ATM/CD. In case of non- submission of proof, Bidder will replace the ATM/CD damaged part during the life of ATM/CD in case of any loss due to Pests, Rats, rodents etc. Bank will not accept any claim for replacement of any part damaged by Pests, Rats, rodents etc.
41. Successful bidder have to ensure that the equipment delivered to the Bank are brand new (not refurbished), including all components and provide a letter signed by authorized signatory in this matter to Bank. The successful bidder should also ensure that all the software supplied by the successful bidder is licensed and legally purchased.

42. Successful bidder must warrant all machines/equipment, accessories, spare parts etc., against any manufacturing defects during the warranty period. During the warranty period, Successful bidder shall maintain the equipment and repair / replace all the defective components at the installed site, at no additional charge to the Bank. The Successful bidder shall replace the part, in case of requirement without any cost to Bank within maximum two working days.

43. It is the responsibility of the Successful Bidder to change/upgrade/customize the infrastructure at all levels (like software, hardware supplied to Bank, Infrastructure at DC, Disaster Recovery Site of Successful Bidder, ATM/CD site etc.) for ensuring the compliance to statutory/regulatory, RBI, IBA, NPCI and VISA, MasterCard requirements.

For any future update to meet the security guideline issued by regulators or asked by the Bank, bidder has to implement the compliance without any additional cost to the Bank during the contract period. Bidder will ensure that compliance of security guidelines should be implemented within three months from date of Bank's notice or RBI timelines whichever is earlier.

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

45. The Bidder will carry out the de-grouting and de-installation activity of ATM/ATM/CD in case of buyback of ATM/ATM/CD, before installation of new ATM/CD without any extra cost to Bank.

46. The Bidder will carry out the grouting and installation activity of ATM/CD at all locations at their own cost for new installation.

47. Grouting: - "Moving / tilting of ATM/CD for removing existing levelling screws. Drilling 10-12" holes in the existing flooring using concrete drill bits and hammering metal sleeves in these holes. Repositioning the ATM/CD over the existing markings. Putting in anchor fasteners - min 10" long and min 12mm thick anchor fasteners with Y shaped at the bottom of the fastener (For hold strong the anchor fasteners with base), preferably of Fischer make or Chemical Grouting. Applying resin adhesive (Araldite) over the finished bolt positions for improved bonding & Repairing broken tiles, if any".

48. Installation will be considered to be completed only after the grouting of machine and completion of following activities:

- i. Connection with Switch by Switch IP/URL, port and loading of Terminal Master Keys(TMKS) in co-ordination with branch/Regional office officials.
- ii. Collect EJ docket number via loading EJ pulling agent, Enabling Electronic Journal log and content distribution etc.
- iii. Collect TSS docket number via insert TSS server IP and port.
- iv. Performing Successful Self-test / Diagnostic Check
- v. Performing Successful transaction (financial & non-financial).
- vi. Training to Custodian on all routine activities including loading / un-loading Cash, EoD, Counter & Physical Cash Reconciliation, Identification of Success / Failed / Suspected transactions etc.
- vii. The Successful bidder shall provide required technical assistance for connecting

ATM/CD to DR Switch as and when required by the Bank.

49. If any particular machine is frequently becoming out of service / order for any technical reasons for more than three times in a month and for two consecutive months, the Bank may ask the Bidder to replace the machine and bidder should replace the machine with another new machine at no extra cost to the Bank. This clause shall also be applicable for any faulty machine which is delivered.
50. The Successful bidder shall get the infrastructure viz. earthing, power cabling, data cabling, access lock etc. examined at the site in coordination with the Branch/ Regional Office to ensure that the same are structured and proper for installation of ATM/CD. The Successful bidder shall follow stringent guidelines and best industry practices to protect the systems from unauthorized access and wire-tapping.
51. The Successful bidder will provide the one Single Point of Contact(SPOC) with Laptop at Bank's Head office. Such SPOC will be responsible for submitting progress of purchase orders issued, delivery, installation, payments and monitor with resolution of SLM calls logged with OEM. Successful bidder will also ensure to participate in monthly Steering committee meeting of Head office / Zonal Office/ Regional Office, as and when called by the respective offices. SPOC provided should be dedicated for this project only and shall not be handling any other project in Bank.
52. The successful bidder shall ensure that ATM/CD application and its component are bug free. The successful bidder shall submit certificate of the same to Bank.
53. If Bank provides new certificate for TLS, then bidder will install the same either in existing build running at ATM/CD or create new build and deploy the same in field at no extra cost to Bank. Machine should support TCP/IP, UDP protocol. However, at present Bank has readiness with TLS 1.2 so machines should be compatible to TLS 1.2. All support like License cost, implementation or field rollout will be under scope of Bidder only. Bank will confirm only switch support & readiness. In case of version upgrade of TLS 1.2 bidder to provide the same at no additional cost to bank
54. The Bidder shall be responsible for delivery and installation of the CDs at the locations across the country irrespective of location (ground floor or any upper floor/s) and distance without any cost to the Bank
55. Presently the RFP is for 3500 (+ or - 25%) nos. of CDs along with one additional set of lockable cassettes, which include about 3119 nos. of CDs meant for replacement of old/problematic ATMs/CDs/ CRMs. The actual order quantity may vary +-25% and buyback quantity may vary as per the requirement of Bank. The selected bidders will have no recourse if the quantity of the order placed does not match the given indicative quantity. Once the Bank could completes ordering for the entire quantum of 3500 ATMs within 24 months, the Bank would have option to place orders for supply of additional quantity up to 25% of 3500 ATMs at the prices as decided above, to meet its requirements.
56. Actual quantity for both New and buy back ATMs may vary. In case of replacement order, Bidder shall have to de-grout old ATM/CD/CRM and dispose-off the old ATMs/CDs/CRMs at its own cost irrespective of ATM/CD/CRM make, model, location, distance etc. Disposal of old

ATMs/CDs must be in conformity with Government guidelines of disposal of e-waste. It is responsibility of the Bidder to handover HDD, currency cassettes or any other storage media as per bank's requirement, from the old ATM & handover the same to Branch/Bank.

57. Bidder will be responsible for supply and installation of CD as per Technical Functional Specifications given at Annexure D .
58. Bidder should provide the patch cord of required length at the site from I/O port to ATM without any extra cost to the Bank. It should also be the responsibility of the successful bidder to provide the patch cord of required length and attend the LAN cable issues from I/O port to CRM under warranty and AMC period without any extra cost or visit charges to Bank. The cord should not be visible or accessible for public. The damaged patch cord to be replaced without any extra cost during warranty and AMC period. The necessary power cable with the industry standard quality & specifications should also be provided by successful bidder without any additional cost.
59. The CDs and Set of Lockable Cassettes to be supplied & installed must be new (not refurbished).
60. The CDs will have to be supplied with the complete and legal documentation of hardware, all subsystems, operating systems, system software, software drivers and manuals as applicable. The Bidder shall supply operation and maintenance manuals together with drawings of goods and equipments built. These shall be in such details as will enable Union Bank to operate, maintain, adjust and repair all parts as stated above.
61. The software version installed on the CDs provided by the Bidder should be uniform across all CDs. The software should support all products & services currently offered by Union Bank through its CD. One set of Disk Build/Recovery Media to be given to Union Bank for each CD at the time of installation
62. Bidder has to install CD/ATM external camera during installation of CD/ATM with required cabling and casing work. Camera should be installed in such a way that it captures images of overall ATM site. Bidder should also ensure CD/ATM power point & LAN cables are not visible/ fixed in ATM front/ customer lobby and ensure end to end concealing of all wires including LAN cable & power supply cables without any additional cost to the Bank.
63. Bidder should shift existing ATM/CDs to new location as per Bank's requirements in case of relocations, renovations and closure of Union Bank ATM location. As a part of ATM shifting activity Bidder should de-grout & re-grout ATM/CD, de-install & re-install external camera & complete shifting activity along with packing at proposed location. Charges for this activity to be quoted (within same lobby, intercity and intra city) has to be provided in the commercial bid- Annexure-F.
64. Bidder should meet the technical requirement of Terminal Security Solution (TSS) solution as per annexure D2.
65. The Bank reserves the right to shift the equipment to a suitable location depending upon the need. The bidder will arrange to shift the equipment, install, and commission the same. There will be no separate de-installation, re-installation and operationalization charges for the shifted equipment. The Bank will bear cost of de-grouting, re-grouting, transportation &

transit insurance cost only in respect of shifting during the contract period. Bidder is responsible for shifting of ATM/CD.

66. For every hardware and component installed, the Bidder will train the designated end-user personnel of Union Bank or its outsourced agency/agencies, so that they are able to effectively operate the total system. Such training should be for a maximum duration of one day and carried out during the period of installation of the CD to ensure proper handling by the designated personnel at the branch/site.
67. Bidders are required to quote for the buyback value of old ATM/CD/ CRM (replacement order) as mentioned in the Commercial bid as per Annexure-F. All Bidders will have to necessarily quote for buy back value without which the bid will be treated as invalid.
68. The Bidder shall arrange to get minimum 4 CDs spread in different geographical locations, scanned for Deeper malware analysis and submit report once in every six months
69. Union Bank reserves the right to alter the quantities specified in the offer. Union Bank also reserves the right to delete one or more items from the list of items specified in offer. Any decision of Union Bank in this regard shall be final, conclusive and binding on the Bidder
70. The Bank reserves the right to accept or reject any Bid /offer received in part or in full, and to cancel the Bidding process and reject all Bids at any time prior to award of contract, 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 the Bank's action. Any decision of Union Bank in this regard shall be final, conclusive and binding on the Bidders.
71. The Bidder has to setup Server for TSS for UAT in Bank's DC - The Hardware and Software Infrastructure required for the same has to be provided by the bidder at no additional cost to the Bank. This Hardware and Software for TSS UAT should be maintained by the bidder during the period of the contract at no additional cost to the Bank.
72. The bidder can integrate the OTC lock with existing OTC Management application of the Bank or setup the necessary servers with softwares etc in Bank's Cloud both at DC and DR for management of OTC with no additional cost to the Bank.
73. The Server Setup for OTC ( Production and UAT ) to be setup in Bank's Cloud in both DC & DR should follow 3-Tier architecture. The OS for Server ( Windows 2019 or Linux 8.4 ) and database if, Oracle will be provided by Bank in Cloud.
74. The Bidder is required to provide Facility Maintenance Services (FMS) support for monitoring and field support required for OTC solution. The infrastructure like PCs / laptop / mobile has to be provided by the bidder during the contract period with no additional cost bank. Required network access to the FM resource will be provided by the Bank. Bank may station the FM resource either Mumbai / Hyderabad / Mangalore / Bangalore.
75. The bidder has to conduct regular DR Drills for TSS and OTC Servers as required by the Bank. Hence, bidder to ensure sync between DC and DR Servers.
76. The OS whether Windows or Linux should be of the version complying RBI guidelines for control measures. All upgrades to OS along with hardware required to support the OS upgrade



to comply with RBI guidelines for control measures has to be carried out by the bidder at no additional cost to the bank during the contract period.

77. The application software for OTC has to be setup by the bidder in Bank's Cloud Servers at no additional cost to the Bank.
78. The RTO & RPO between DC & DR shall be less than 15 Minutes and 1(one) hour respectively.
79. The TSS and OTC Solution should be vertically and horizontally scalable.
80. The Solution must demonstrate BCP capability periodically as per Bank's Policy.
81. Compliance of all Regulatory Requirement like MHA, RBI, NPCI, DFS, IBA etc during the Contract period

It is the responsibility of the bidder to change/upgrade/customize the infrastructure at all levels (like software, hardware supplied to Bank, Infrastructure at Management Centre, ATM site etc.) for ensuring the compliance to statutory, RBI, IBA and VISA/MasterCard/NPCI etc. requirements to the Bank. Bank reserves the right to close the machine at its discretion for non-compliance of regulatory guidelines.

Bidder has to comply following advisory/guidelines issued by RBI/IBA/GOI with the supply of machine and new advisories issued during the contract period:

- I. For terminal Security of CD, Cyber Security and IT Examination Cell (CSITE), RBI Advisory No.3/2017 dated 06.03.2018, Circular RBI/2017-18/206 DBS (CO). CSITE/BC.5/31.01.015/2017-18 dated 21<sup>st</sup> June 2018.
- II. For EMV Compliance of CDM, 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 CDs, 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.3641/10.25.007/2017-18 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. Bidder should comply all the formats of reports, reconciliation certificate, Electronic Journal, Receipts etc. as required by Bank, RBI, Govt etc free of cost.

## **8. Pre-delivery factory inspection:**

- 8.1 Bank reserves its right to carry out Pre-Delivery Inspection (PDI) of the ATMs at the vendor's factory or point of dispatch or at such place where the ATMs are kept before delivery/installation. Vendor should periodically keep a batch of minimum 50 ATMs ready, within 15 days' of Bank conveying its intention, for inspection.
- 8.2 The ATMs can be dispatched only from the inspected lots. However, Bank reserves the right to direct the vendor for delivery without factory inspection in some specific cases.
- 8.3 While the Bank will usually bear the charges for such visits, the travel and staying expenses will be recovered from the vendor in case the vendor fails to arrange the machines for inspection in time and/or more than 5 machines in a batch are found to be not meeting the requirements specified.
- 8.4 Vendor should demonstrate functionalities of the ATM, DVSS during the PDI at the Vendor's factory/warehouse which does not require support of ATM switch.

## **9. Instructions for Bid Submission**

### **9.1 Cost of RFP**

- 9.1.1 Cost of RFQ is waived off if bidder prefers to download the RFP document online. However, bidder is required to pay Rs.2,500/- for purchasing hardcopy from DIT.
- 9.1.2 RFQ document can also be downloaded from the Bank's website [www.unionbankofindia.co.in](http://www.unionbankofindia.co.in) or from Government tender portal [www.eprocure.gov.in](http://www.eprocure.gov.in) or from E-procurement site [ubi.abcpurchase.com](http://ubi.abcpurchase.com).
- 9.1.3 All costs and expenses (whether in terms of time or material or money) incurred by the Recipient/Bidder 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 the Bank, will be borne entirely and exclusively by the Bidder.

### **9.2 Bid Security/EMD (Refundable)**

- 9.2.1 The bidder should deposit bid security of Rs.3,00,00,000/- (Three crores only) in the form of a demand draft favoring Union Bank of India, payable at Mumbai or Bank Guarantee issued from Scheduled Commercial Bank other than Union Bank of India. Bank Guarantee should be valid for minimum 6 months from the date of submission of bids with claim period of one year. IFSC Code for issuance of EMD is UBIN0536113.

- 9.2.2 In case of bidders registered with NSIC/ Udyog Aadhaar as MSME, they are eligible for waiver of EMD. However, SME bidders need to provide valid NSIC/MSME Certificate clearly mentioning that they are registered with NSIC under single point registration scheme or Udyog Aadhaar. In addition, SME bidders have to submit **Annexure Z** in physical form (Hard copy) duly signed by Chartered Accountant before last date and time of submission of bid
- 9.2.3 The Bid Security will be refunded to the unsuccessful bidders only after completion of the bid process.
- 9.2.4 No interest will be payable on the Bid Security amount.
- 9.2.5 Unsuccessful Bidders' Bid security will be returned after completion of tender process. Unsuccessful Bidders should submit the Letter for Refund of EMD/Bid Security for returning of the bid security amount as per **Annexure F**.
- 9.2.6 Bid Security will be forfeited in the following cases:
- 9.2.7 If a bidder withdraws its bid during the period of bid validity; or
- 9.2.7.1 If a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract.
- 9.2.7.2 In case of shortlisted bidder does not participate in the reverse auction at least by way of logging in.
- 9.2.7.3 In case of a successful Bidder, if the Bidder fails:
- To execute Contract within the stipulated time or
  - To furnish Performance Bank Guarantee as mentioned in Performance Bank Guarantee herein.
- 9.2.8 The successful Bidders Bid security will be discharged upon the Bidder signing the Contract Agreement and against submission of performance bank guarantee (other than Union Bank of India) with the claim period of 1 year as per the format mentioned in Annexure G, for 3% of TCO, valid for the entire contract period.
- 9.2.9 Bidder who is claiming waiver of EMD should also submit an undertaking in lieu of Bid security deposit. Bidder should submit bid security declaration as per **Annexure - O**.
- 9.2.10 The Bid security amount will be forfeited if
- If a bidder withdraws its bid during the period of bid validity,
  - In case of a successful bidder, if the Bidder fails;
  - To acknowledge and sign Bank's work order and/or the contract within the time that may be stipulated by bank
  - To furnish performance Bank Guarantee within the stipulated time and valid for a period of 62 months from the date of Letter of Intent (LOI) / Purchase order



- Failure of the successful bidder to comply with clause 31.5.2.2 will result in annulment of the selection of the said successful bidder.

### 9.3 Performance Bank Guarantee

The successful bidder shall provide a Performance Bank Guarantee within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided in **Annexure G**, for 3 % of TCO for the entire period of the contract i.e. 5 years, with a claim period of 1 year and such other extended period as the Bank may decide for due performance of the project obligations. The PBG should be of that of scheduled commercial Bank, other than Union Bank of India, e-Andhra Bank and e-Corporation Bank. IFSC Code for issuance of EMD is UBIN0536113.

In the event of non-performance of obligation or failure to meet terms of this tender the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the successful bidder. Any amount pending for payment due to non-achieving of milestone/s set under the agreement or any other reason solely attributable to the successful bidder should be included in the remaining amount of the contract value.

The 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 pending bills and/or invoking Performance Guarantee, if any, under this contract.

If the Performance bank guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and the earnest money deposit taken from the successful bidder, will be forfeited.

### 9.4 Period of Validity of Bids

Bids should remain valid for the period of at least 180 days from the last date for submission of bid prescribed by the Bank. In case the last date of submission of bids is extended, the Bidder shall ensure that validity of bid is reckoned from modified date for submission. Further extension of the validity of the bid will be decided by the bank in case of need. The price quoted in Final Commercial Offer will be valid for at least 180 days from the date of offer.

### 9.5 Amendment of Bidding Documents

Prior to the last date for bid-submission, Bank may, for any reason, whether at its own initiative or in response to clarification(s) sought from the prospective Bidders, modify the RFP contents/ covenants by amendment. Clarification / amendment, if any, will be notified on Bank's website. No individual communication would be made in this respect. In order to provide, Bidders, reasonable time to take the amendment into account for preparing their bid, the purchaser may, at its discretion, extend the last date of submission of bids.

### 9.6 Authorization to Bid

- 9.6.1 The proposal/ bid being submitted would be binding on the Bidder. As such, it is necessary that authorized personnel of the firm or organization sign the bid

documents. The designated **personnel** should be authorized by a senior official of the organization having authority.

- 9.6.2 All pages of the bid shall be initialed by the person or persons signing the bid.
- 9.6.3 Bid form shall be signed in full & official seal affixed.
- 9.6.4 Any inter-lineation, erasure or overwriting shall be valid only if they are initialed by the person or persons signing the Bid.
- 9.6.5 All such initials shall be supported by a rubber stamp impression of the Bidder's firm.
- 9.6.6 The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a bid commitment. The letter should also indicate the complete name and designation of the designated personnel.

#### **9.7 Brief Description of Bidding Process**

The Bid should be submitted online at the e-Procurement site <https://ubi.abcprocure.com> by the Bidder.

- 9.7.1 The Bank has adopted a two-stage bidding process (collectively referred to as the "Bidding Process") for selection of the Bidder for award of the Project. The first stage (the "Qualification Stage") of the process involves qualification of bidders who submit response as bid in accordance with the provisions of this RFQ. The Second Stage (the "Bid Stage") of the process involves commercial evaluation through reverse auction.
- 9.7.2 In the Qualification Stage, Technical Bid will be opened online and only those bidders who have submitted their bids online will be evaluated. Those bidders satisfying the eligibility criteria and the technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be short listed for the Bid Stage. Only those bidders that are pre-qualified and short-listed by Bank shall be invited to submit their commercial Bids.
- 9.7.3 In the Bid Stage, the shortlisted Bidders will be called upon to submit their indicative commercial offers in accordance with the RFP to be provided by Bank (collectively the "Bidding Documents"). After evaluation of indicative commercial bids, the L1 bidder will be selected through Reverse Auction process. Reverse Auction Rules and Compliance will be shared through RFP along with Indicative commercial bids to the shortlisted bidders.  
the shortlisted bidders.

- 9.7.4 The indicative commercial bid may be considered by Bank for fixing the starting bid for reverse auction. After completion of the reverse auction, selected bidder should submit the price break-up as per the indicative commercial bids.
- 9.7.5 The Bid shall be valid for a period of not less than 180 days from the date of Reverse auction. Letter of Intent will be issued to the successful bidders within bid validity period.

#### **9.8 Technical Offer during Qualification stage**

- 9.8.1 The Technical Bid for qualification stage should be complete in all respects and contain all information asked for in this document. It should not contain any price information.
- 9.8.2 The following documents are to be submitted in original (Union Bank of India, Operations Department, Mercantile House, Magazine Street, Darukhana, Reay Road, Mumbai - 400021) at the Bank as well as online mode on or before last date & time of bid submission:
- 9.8.3 Integrity Pact (IP) as provided in Annexure N is to be submitted physically. It should be on plain paper duly signed by authorized signatories of the company/Firm/Organization.
- 9.8.4 In case of bidders registered with NSIC/Udyog Aadhaar as MSME or a Start-up Company, they are eligible for waiver of EMD. However, SME bidders need to provide valid NSIC/MSME Certificate clearly mentioning that they are registered with NSIC under single point registration scheme or Udyog Aadhaar. Start-up bidders are required to submit Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry, Government of India. In addition, SME bidders have to submit Annexure T in physical form (Hard copy) duly signed by Chartered Accountant before last date and time of submission of bid.
- 9.8.5 Non submission of above documents i.e. Bid Security and Integrity Pact at the time of bid submission will be liable for rejection of bid.
- 9.8.6 Bidders are expected to examine all terms and instructions included in the documents. Failure to provide all requested information will be at bidder's own risk and may result in the rejection of the bid.
- 9.8.7 The following documents are to be submitted online at the e-procurement site <https://ubi.abcpocure.com>:
- 9.8.7.1 Annexure A - Letter of Acceptance
  - 9.8.7.2 Annexure B - Bidder's Profile Format & Turnover Certificate
  - 9.8.7.3 Annexure B1 - PERFORMANCE CERTIFICATE
  - 9.8.7.4 Annexure C - Eligibility Criteria
  - 9.8.7.5 Annexure D - Technical Specifications
  - 9.8.7.6 Annexure D2- TSS Technical Specification Details

- 9.8.7.7 Annexure E - Compliance to RFP Terms & Conditions
- 9.8.7.8 Annexure F - Letter for Refund of EMD
- 9.8.7.9 Annexure G - Format of Performance Bank Guarantee
- 9.8.7.10 Annexure H - Declaration for Compliance
- 9.8.7.11 Annexure I - Undertaking by Bidder
- 9.8.7.12 Annexure J - Confidentiality / Non-Disclosure Agreement
- 9.8.7.13 Annexure K - Bank Guarantee for EMD
- 9.8.7.14 Annexure N - Pre-Contract Integrity Pact
- 9.8.7.15 Annexure O - Bid-Security Declaration
- 9.8.7.16 Annexure P - Bid Query Format
- 9.8.7.17 Annexure Q - Know Your Employee (KYE)
- 9.8.7.18 Annexure R - Restriction on Procurement due to National Security
- 9.8.7.19 Annexure S - Undertaking of Information Security
- 9.8.7.20 Annexure T - Certificate of Waiver for MSE Firms
- 9.8.7.21 Annexure W - Undertaking of Authenticity for Computer Hardware
- 9.8.7.22 Annexure X - Certificate of Local Content
- 9.8.7.23 ANNEXURE-Xa - Manufacturer's Authorisation Form
- 9.8.7.24 ANNEXURE-Xb - Undertaking for Being OEM of Offered Solution
- 9.8.7.25 Annexure X1 Support Centre Locations
- 9.8.7.26 Annexure - X2- Details of Technical Support Centres
- 9.8.7.27 ANNEXURE-X3 - Undertaking for having Support Centres
- 9.8.7.28 Annexure Z - Certificate of Waiver for MSE Firms
- 9.8.8 The Bid should be signed by the authorized signatory of the bidder. A power of attorney/Board Resolution to that effect shall be submitted by the bidders and should be uploaded online on portal along with technical bid.
- 9.8.9 Photocopies of relevant documents / certificates as proof in support of various information submitted online in aforesaid annexure and other claims made by the bidder.
- 9.8.10 The Bank would like to expressly state that any assumption, presumptions, modifications, terms, conditions, deviation etc., which the bidder includes in any part of the Bidder's response to this RFP, will not be considered either for the purpose of evaluation or at a later stage, unless such assumptions, presumptions, modifications, terms, conditions deviations etc., have been accepted by the Bank and communicated to the bidder in writing. The Bidder at a later date cannot make any plea of having specified any assumption, terms, conditions, deviation etc. in the Bidder's response to this RFP document. No offer can be modified or withdrawn by a Bidder after submission of Bid/s.
- 9.8.11 All the annexure should be submitted online in letter head of bidder duly signed with seal of the company. Photocopies of relevant documents / certificates as proof in support of various information submitted in aforesaid annexure and other claims made by the vendor.
- 9.8.12 Detailed Architecture of the proposed solution with various features/functions of the system/sub-system including fail-over methodology/strategy at both Primary & DR Site.

- 9.8.13 Documents and brochures pertaining to product that will be deployed in the proposed solution including testing plan, road map, workflow and procedures etc.
- 9.8.14 Signed & Sealed copy of all the pages of RFP and corrigendum if any, to be submitted online along with the technical bid.
- 9.8.15 The bidder should ensure that all the annexure is submitted as prescribed by the Bank. In case it is not in the prescribed format, it is liable to be rejected.
- 9.8.16 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.
- 9.8.17 The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder.
- 9.8.18 The Bank reserves the right to disqualify the bidder/(s) if bidder/(s) have not completed any project successfully in Union Bank of India in stipulated time i.e. supply, Installation, Implementation, migration, upgradation, support etc.
- 9.8.19 The Bank reserves the right to modify any terms, conditions or specifications of RFP before date of submission of bids. Bidder has to submit bid documents as per the changes/modifications while submitting the bid. Notification of amendments/corrigendum will be made available on the Bank's website ([www.unionbankofindia.co.in](http://www.unionbankofindia.co.in)), Govt. Tender Site and e-procurement site <https://ubi.abcprocure.com> and will be binding on all bidders and no separate communication will be issued. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of bids. No post bid clarification of the bidder shall be entertained.

#### **9.9 Pre-Bid Meeting & RFQ Clarifications**

For the purpose of clarifications of doubts of the bidders on issues related to the RFQ, Bank intends to hold a pre bid meeting on the date & time as indicated in the RFQ. Only authorized representative of bidder (maximum two) will be allowed to attend the Pre-bid meeting.

Non- attendance at the Pre-bid Meeting will not be a cause for disqualification of a bidder.

Queries / clarifications will not be entertained over the phone. All queries and clarifications must be sought in writing or sent to [chirag.chopra@unionbankofindia.bank](mailto:chirag.chopra@unionbankofindia.bank), [ranjanskumar@unionbankofindia.bank](mailto:ranjanskumar@unionbankofindia.bank), [atm.monitoring@unionbankofindia.bank](mailto:atm.monitoring@unionbankofindia.bank)

with subject “RFQ For Supply, Installation, Implementation and Maintenance of CDs” as per Annexure P - Bid Query Format as per the date given in the schedule of events of this RFQ document.

The Bidder is requested to collate and submit queries together to seek clarifications / responses from Bank. The Bidder should ensure that all the queries and clarifications are communicated in writing on or before the date given in the schedule of events of this RFQ document. Bidders are requested to visit Bank’s website for clarifications and other communications. It may be noted that no query of any bidder shall be entertained / received after the mentioned date.

Any modification of the RFQ, which may become necessary as a result of the queries, shall be made available by the Bank exclusively through the issue of an Addendum/Corrigendum on Bank’s website [www.unionbankofindia.co.in](http://www.unionbankofindia.co.in) and at government tender portal [www.eprocure.gov.in](http://www.eprocure.gov.in) and Bank’s e-tender portal [ubi.abcpurchase.in](http://ubi.abcpurchase.in).

#### **9.10 Technical Bid Evaluation during Qualification Stage**

- 9.10.1 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 seeking explanation through e-procurement portal within 3 days or any such extended time frame indicated in the portal, if the bidder does not comply or respond by the date, their bid will be liable to be rejected. It is the responsibility of bidder to monitor the e-Procurement portal every now and then in order to ascertain any exceptions are raised or clarifications are sought by bank post last date of bid submission. No separate intimation will be made by bank to the participated bidders for responding to the clarification sought. If any part of the technical specification offered by the bidder is different from the specifications sought in our RFP, the bidder has to substantiate the same in detail the reason of their quoting a different specification than what is sought for, like higher version or non-availability of the specifications quoted by us, invariably to process the technical offer and it should be compatible to our application.
- 9.10.2 Setting of evaluation criteria for selection purposes shall be entirely at the discretion of the Bank. The decision of the bank in this regard shall be final and no correspondence shall be entertained in this regard.
- 9.10.3 The Bank may, at its discretion, waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder. Wherever necessary, observations on such ‘minor’ issues (as mentioned above) Bank may convey to the bidder, asking them to respond by a specified date also mentioning therein that, if the bidder does not respond by the specified date, their bid will be liable to be rejected.



- 9.10.4 Bidder should carry out successful Proof of Concept (POC) in Bank's environment for all devices other than Desktops and Laptops. The POC should be completed in 14 working days from the submission date of RFQ or within such extended period as may be specified by Bank. In absence of this, bidder will not be eligible for further evaluation process. In case quoted models of printers are same as supplied to Bank in previous order, Bank shall waive off POC for the model of printers/scanners.
- 9.10.5 On the basis of technical evaluation, the Bank shall take a decision for short listing of the bidders for "Bid Stage". If the technical evaluation is not found to be satisfactory for any bidder, they will not be shortlisted for bid stage. No separate information will be sent to the disqualified bidders. Any decision of the BANK in this regard shall be final, conclusive and binding on the bidder.

## 10. Other Terms and Conditions of RFQ

- 10.1 Responses to this RFQ should not be construed as an obligation on the part of the Bank to award a purchase contract for any services or combination of services. Failure of the Bank to select a bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
- 10.2 By submitting a proposal, the successful bidder agrees to promptly contract with the Bank for the work awarded to the successful bidder. Failure on the part of the awarded bidder to execute a valid contract with the Bank will relieve the Bank of any obligation to the bidder, and a different bidder may be selected based on the selection process.
- 10.3 The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the bidder to fulfill all the terms and conditions of this RFP. The modifications, which are accepted by the Bank, shall form a part of the final contract.
- 10.4 All terms and conditions, payments schedules, time frame for expected service levels as per this tender will remain unchanged unless explicitly communicated by the Bank in writing to the bidder. The Bank shall not be responsible for any judgments made by the bidder with respect to any aspect of the Service. The bidder shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in

confirming to the terms and conditions, payments schedules, expected service levels etc. as mentioned in this tender document.

## 11. Miscellaneous RFP Requirement

- 11.1 This tender document may undergo change by either additions or deletions or modifications before the actual award of the contract by the Bank. The Bank also reserves the right to change any terms and conditions including eligibility criteria of the tender document and its subsequent addendums as it deems necessary at its sole discretion.
- 11.2 No Commitment to Accept Lowest bid or Any Tender - The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of purchase. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations unless there is change in the terms and conditions of purchase. The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar credentials 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 bidder.
- 11.3 Erasures or Alterations - The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure manual" is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.
- 11.4 The price payable to the Bidder shall be inclusive of carrying out any modifications changes / upgrades to the application and other software that is required to be made in order to comply with any statutory or regulatory requirements or any industry-wide changes arising during the subsistence of the contract/ agreement, and the Bank shall not pay any additional cost for the same. The Bidder needs to provide with the details about all such items considered in the RFP.

## 12. Technical Bid Evaluation

- 12.1 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 seeking explanation through e-procurement portal within 3 days or any such extended time frame indicated in the portal, if the bidder does not comply or respond by the date, their bid will be liable to be rejected. It is the responsibility of bidder to monitor the e-Procurement portal every now and then in order to ascertain any exceptions are raised or clarifications are sought by bank post last date of bid submission. No separate intimation will be made by bank to the participated bidders for responding to the clarification sought. If any part of the technical specification offered by the bidder is different from the specifications sought in our RFP, the bidder has to substantiate the same in detail the reason of their quoting a different specification than what is sought for, like higher version or non-availability of the



specifications quoted by us, invariably to process the technical offer and it should be compatible to our application.

12.2 Setting of evaluation criteria for selection purposes shall be entirely at the discretion of the Bank. The decision of the bank in this regard shall be final and no correspondence shall be entertained in this regard.

12.3 The Bank may, at its discretion, waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation and financial impact, provided such waiver does not prejudice or affect the relative ranking of any bidder. Wherever necessary, observations on such 'minor' issues (as mentioned above) Bank may be conveyed to the bidder, asking them to respond by a specified date also mentioning therein that, if the bidder does not respond by the specified date, their bid will be liable to be rejected.

### **13. Commercial Bid Evaluation through Reverse Auction**

13.1 For finalization of the most competitive offer, the Bank will conduct 'Reverse auction'. The detailed procedure and Business rules for the Reverse auction is given as per Annexure-L and are also available on Bank's web site.

13.2 The indicative commercial proposals of only those bidders who are qualified in the technical evaluation would be opened and the lowest indicative prices may be taken as the starting bid for conducting reverse auction under E-procurement process. The detail of reverse auction under e-procurement process is given as per Annexure-L. The L-1 bidder emerging from reverse auction process will submit a detailed breakup of total cost as per the indicative commercial offer (Annexure F).

13.3 The technically qualified bidders will participate in the Reverse auction process that will be conducted by an Auction company authorized by the Bank. Specific rules for this particular event viz. date and time, start price, bid decrement value, duration of event etc. shall be informed by the Auction Company to the participating bidders before the event. The bidders should furnish indicative prices for the project in their Indicative Commercial Bid to facilitate finalizing the start bid for 'Reverse auction' under E-Procurement process.

13.4 The indicative commercial offer must not contradict the Technical offer in any way and should include the indicative cost of all the items offered as per Annexure F. This must contain all price information in Indian rupees (INR).

13.5 The lowest Indicative commercial offers (total cost) may be taken as the starting bid or Bank may decide starting bid of Reverse Auction based on past experience. Bidders should note that the indicative commercial bid is considered for the purpose of conducting Reverse Auction process only. The L-1 bidder will be decided only later, on finalization of prices through Reverse auction.

13.6 The L-1 bidder emerging at the end of the Reverse Auction process shall be required to submit the break-up of Final price (last bid price) again in Annexure F. Failure or refusal to offer the services/goods at the price committed through Reverse Auction shall result

in suspension from participation in any future tenders of the Bank for 2 years, which please be noted.

13.7 The final decision on the bidder will be taken by Union Bank of India. Union Bank reserves the right to reject any or all proposals. Similarly, it reserves the right not to include any bidder in the final short-list.

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

#### 14. Rules for Re-Reverse Auction

Bank may consider the option of a Re-reverse Auction in following circumstances:

- 14.1 During the process of reverse auctions, if there is either no bids from logged in bidders or only one bidder puts up bid/s, Bank may decide a re-reverse auction by taking fresh Indicative prices from all qualified bidders in sealed cover only, to amend the start price for Re-reverse auction.
- 14.2 In case the start price for the Reverse Auction event is decided by Bank and there are no bids or only one bid/s by a single bidder in the Reverse Auction, Bank may decide Re-reverse Auction while further amending the start price.
- 14.3 Reverse auction will be valid only if two or more bidders are participating in the reverse auction event.
- 14.4 In all the above circumstances, the functional head of the department may take a decision on re-reverse auction.

#### 15. Restriction on Procurement due to National Security

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 defense in India, or matters directly or indirectly, related thereto, including national security is applicable for this RFP.

- 15.1 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.
- 15.2 "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.
- 15.3 "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 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

15.4 The beneficial owner for the purpose of (20.3) above will be as under:

- (i) 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;
- (ii) 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;
- (iii) 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;
- (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- (v) 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.
- (vi) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

15.5 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.

## 16. Preference to Make in India

16.1 Guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPP-MII Order) and revised order issued vide GOI, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion letter No. P-45021/2/2017(BE-II) dated 04.06.2020 will be applicable for this RFP and allotment will be done in terms of said Order as under:

- a. 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.
- b. If L1 bid is not from a 'Class-I local supplier', 50% of the order quantity 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.
- c. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 Price for remaining quantity and so on and the contract shall be awarded accordingly. In case some quantity is still left uncovered on 'Class-I local supplier' then such balance quantity may also be awarded on the L1 bidder.
- d. "Class-II local supplier" will not get purchase preference in any procurement.

### 16.2 Definitions

- a) "Local content" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, 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.
- b) "Class-I local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this order.
- c) "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%, as defined under this Order.

- d) “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%.

### 16.3 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 as per [Annexure X](#) 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) The Bank shall follow all the guidelines/notifications for public procurement.

## 17. Award of contract

On completion of evaluation of commercial bids, Bank will determine the L1 and L2 bidder and contract will be awarded to lowest bidder after reverse auction process.

However, the Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of purchase. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations unless there is change in the terms and conditions of purchase.

## 18. Taxes and Duties

The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.

Payment of all taxes i.e. GST (CGST/SGST/IGST) will be made at actual, on production of suitable evidence of payment by the Bidder.

The Bidder shall be liable to pay all applicable corporate taxes and income tax that shall be

levied according to the laws and regulations applicable from time to time in India.

## 19. Rejection of Bid

The Bid is liable to be rejected if:

19.1 The document does not bear signature of authorized person in each page and duly stamp.

19.2 It is received through Fax/E-mail.

19.3 It is received after expiry of the due date and time stipulated for Bid submission.

19.4 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) are liable for rejection by the Bank.

19.5 It is evasive or contains incorrect information.

19.6 Any form of canvassing/ lobbying/ influence/ query regarding shortlisting, status etc. will be a disqualification.

19.7 Bidder should comply with all the points mentioned in the scope of work. Noncompliance of any point will lead to rejection of the bid.

19.8 Bids dropped in tender box or submitted in physical hard copy format.

19.9 Non-submission of Integrity Pact (IP)/EMD/waiver certificate.

19.10 Unpriced Commercial Offer is not submitted along with Technical Offer.

19.11 Format of Commercial Offer differs from unpriced commercial Offer.

## 20. Modification and Withdrawals of Bid

The bidder may modify its bid's submission anytime by logging in to the website <https://ubi.abcpurchase.com> and uploading the documents again till final submission at last date and time of bid submission.

No bid can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of bids.

No bid shall be withdrawn in the intervening period between deadline for submission of bids and expiration of period of bid validity specified by bidder in the submitted bid. In the event of withdrawal of the bid by bidders, the bidder is liable to be suspended from participation in any future tenders of the Bank for 2 years or EMD will be forfeited.

No bidder shall be allowed to withdraw the bid, if bidder happens to be successful bidder.

## 21. RFQ Response

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 RFQ process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.

Bid properly documented should be submitted by uploading at <https://ubi.abcpurchase.com> on or before stipulated date & time mentioned in the RFQ.

EMD and Integrity Pact must be submitted physically in sealed cover at the address provided at “place of opening of bids” on or before last date and time of bid submission.

## 22. Adherence to Cyber Security Systems

Bidders are liable for not meeting the security standards or desired security aspects of all the ICT resources as per Bank’s IT/Information Security / Cyber Security Policy. The IT /Information Security/ Cyber Security Policy will be shared with successful bidder. Bidders should ensure Data Security and protection of facilities/application managed by them.

The deputed persons should aware about Bank’s IT/IS/Cyber security policy and have to maintain the utmost secrecy & confidentiality of the bank’s data including process performed at the Bank premises. At any time, if it comes to the notice of the bank that data has been compromised / disclosed/ misused/misappropriated then bank would take suitable action as deemed fit and selected vendor would be required to compensate the bank to the fullest extent of loss incurred by the bank.

Bidder has to agree and provide undertaking not to disclose any Bank information and will maintain confidentiality of Bank information as per policy of the Bank and will sign “Non-Disclosure Agreement” document provided by Bank.

The resources onboard to Bank’s work need to provide declaration as per [Annexure Q](#) - Know Your Employee (KYE) Clause as per bank’s outsourcing policy.

The legal and regulatory requirements, including data protection, intellectual property rights, copy right, all the relevant regulations for sub-contracting; including the controls that need to be implemented shall be included in the supplier agreement.

All information resources (online/in-person) of the vendors and its partners shall be made accessible to reserve Bank of India as and when sought. Credentials of vendor/third party personnel accessing and managing the bank’s critical assets shall be maintained and shall be accordance with Bank’s policy.

The Bank shall evaluate, assess, approve, review, control and monitor the risks and materiality of vendor/outsourcing activities and bidder shall ensure to support baseline system security configuration standards. The Bank shall also conduct effective due diligence, oversight and management of third-party vendors/service providers & partners.

Vendor criticality assessment shall be conducted for all partners & vendors. Appropriate management and assurance on security risks in outsources and partner arrangements shall be



ensured.

### **23. RFP Ownership**

The RFP and all supporting documentation are the sole property of Union Bank and should NOT be redistributed without prior written consent of Union Bank. Violation of this would be a breach of trust and may, inter-alia cause the bidders to be irrevocably disqualified. The aforementioned material must be returned to Union Bank when submitting the proposal, or upon request; however, bidders can retain one copy for reference.

### **24. Proposal Ownership**

The proposal and all supporting documentation submitted by the bidders shall become the property of Union Bank of India unless the Bank agrees to the bidder's specific requests, in writing, the proposal and documentation to be returned.

### **25. Publicity**

Any publicity by the Service Provider in which the name of the Bank is to be used, will be done only with the explicit written permission of the Bank.

### **26. Arbitration**

All disputes and differences of any kind whatsoever arising out of or in connection with the purchase order shall be referred to arbitration. The arbitrator may be appointed by both the parties or in case of disagreement each party may appoint an arbitrator and such arbitrators shall appoint an Umpire before entering on the reference. The decision of the Umpire shall be final. Such arbitration shall be governed by the provisions of Indian Arbitration and Conciliation Act 1996. All arbitration proceedings shall be at Mumbai, Maharashtra State, India only.

### **27. Dispute Resolution & Jurisdiction**

Notwithstanding anything contained herein above, in case of any dispute, claim and legal action arising out of this RFP, the parties shall be subject to the jurisdiction of courts at Mumbai, Maharashtra State, India only. Law of India will be applicable for Dispute Resolution.

### **28. Insurance**

The insurance is to be taken by Bidder for an amount equal to 110% of the CIF value of the goods delivered at the respective sites covering all risks (including fire, burglary, SRCC, natural calamities such as earth quake, flood etc.) up to installation and configuration of hardware after the delivery.

### **29. Submission of Bids**

The bidders have to submit responses to the RFP through Online. Only original documents viz.



Bid security and Integrity Pact should be submitted in physical form. All response documents as per requirement of RFP must be uploaded on the site <https://ubi.abcprocure.com>. Original DD/BG for EMD and Integrity Pact (IP) must be submitted physically in sealed cover at the following address on or before scheduled date and time.

To

The Asst General Manager,  
Union Bank of India,  
Operations Department  
Reay Road  
Mumbai - 400010.

Bank may, at its discretion, extend this deadline for submission of bids by releasing corrigendum to this tender document.

### 30. Annexure A – Letter of Acceptance

(Letter to the bank on the bidder's letterhead)

To

Union Bank of India  
Operations Department,  
Reay Road  
Mumbai-400010

Dear Sir,

**Sub: Request for Proposal (RFP) for Supply, Installation, Implementation and Maintenance of 3500 ATMs/CDs with Ref. No. UBI/DBD/2022-23/01.**

With reference to the above subject, having examined and understood the instructions, terms and conditions forming part of it, we hereby enclose our offer for the desired solution as detailed in your above referred RFP.

We further confirm that the offer is in conformity with the terms and conditions as mentioned in the RFP and all required information as mentioned is enclosed.

We also confirm that the offer shall remain valid for 180 days from the date of the offer.

We hereby undertake that supporting software supplied, if required will be licensed, legally obtained and with latest version.

We understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has right to reject the RFP in full or in part without assigning any reasons whatsoever.

We understand that

- a. You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
- b. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the purchaser to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
- c. If our bid is accepted, we are to be responsible for the due performance of the contract.
- d. You may accept or entrust the entire work to one Bidder or divide the work to more than one Bidder without assigning any reason or giving any explanation whatsoever.
- e. Bidder means the bidder who is decided and declared so after examination of commercial bids.
- f. We enclose Demand Draft/Bank Guarantee for Rs. 3,00,00,000/- (Three Crores only) favoring Union Bank of India and payable at Mumbai, towards bid security, details of the same is as under

No. :

Date :  
Name of Issuing Bank :  
Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2022

Or

MSME/Udyog Aadhaar Certificate No.

We hereby declare that all the information & Statements made in this RFP are true and accept that any misinterpretation contained in it may lead to our disqualification. We agree to all terms & conditions of the RFP.

Yours faithfully,

Date:

For \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Authorized Signatories  
(Name & Designation, seal of the firm)

**31. Annexure B – Bidder's Profile Format & Turnover Certificate**

(Ref. No. UBI/DBD/2022-23/01)

Serial No.	Parameters	Response
1	Name of the Firm/Company	
2	Year of Incorporation in India	
3	Names of the Partners/Directors	
4	Name and Address of the Principal Banker	
5	Addresses of Firm/Company	
	a) Head Office	
	b) Local Office in Mumbai (if any)	
6	Authorized Contact person	
	a) Name and Designation	
	b) Telephone number/Mobile No.	
	c) E-mail ID.	

Financial Year	Turn Over (Rs. in Lacs)	Profit Before Tax & Depreciation (Rs. In Lacs)	Net Profit/Loss (Rs. In Lacs)	Tangible Net Worth (Rs. In Lacs)
2019-20				
2020-21				
2021-22				

If balance sheet of 2021-22 has not yet audited, then provisional figures should be mentioned. Please also submit the provisional / final balance sheet for 2021-22 in support of the above list if available.

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

Place: \_\_\_\_\_

Signature of CA/Statutory Auditor Name of CA/Statutory Auditor:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company :

**ANNEXURE-B1****32. Annexure B1 - PERFORMANCE CERTIFICATE**

TO WHOM SO EVER IT MAY CONCERN

This is to certify that M/s \_\_\_\_\_ has supplied \_\_\_\_\_ ATMs/CDs (number of machine) originally developed by \_\_\_\_\_ (OEM name/Service provider Name) to our organization since \_\_\_\_\_.

Out of which M/s \_\_\_\_\_ has supplied \_\_\_\_\_ ATMs/CDs (number of machine) of \_\_\_\_\_ (model of Machine) to our organization since \_\_\_\_\_.

The services provided by the M/s \_\_\_\_\_ are satisfactory. The certificate has been issued on the specific request of the company.

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

Place: \_\_\_\_\_

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company

**33. Annexure C - Eligibility Criteria**

(Ref. No. UBI/DBD/2022-23/01)

Sl. No	Pre-Qualification Criteria	Detail of Proof to be Attached	Compliance (Yes/No)
1	The bidder has to submit Integrity Pact (IP) signed by authorized signatory as prescribed format mentioned in <a href="#">Annexure N</a> on plain paper in advance (not prior to issuance of RFP) or at the time of bid submission. Bidder shall be liable for rejection in case of non-submission of the same.	Integrity Pact (IP) as per <a href="#">Annexure N</a> on non judicial stamp paper of Rs. 200 is to be submitted.	
2	The bidder/Supplier should be a registered company in India under Company Act 1956 since last three years as on RFP submission date.	Certificate of incorporation, Certificate of Commencement of Business along with Memorandum & Articles of Association and full address of the registered office	
3	<p>Bidder/Supplier should have average annual turnover of Rs 750 Crore or more of the last three financial years (i.e. 2018-19, 2019-20 &amp; 2020-21) and is having positive net worth in last financial year. This must be of individual company turnover and not of any group of companies. In case audited Balance Sheet and other Financial Statements for 2020-21 are not available then Auditor's certificate to be submitted for FY 2020-21</p> <p>(If any bidder falls under MSE (as per guidelines issues by Ministry of MSME, GOI and Startups (as Defined by Department of Industrial Policy and Promotion) subject to meeting of quality &amp; technical specifications and making suitable provisions in the bidding document then such criteria for those bidders is relaxed with average annual turnover of Rs 5 Crore or more of the last three financial years (i.e. 2018-19, 2019-20 &amp; 2020-21).</p>	<p>Copy of audited Balance Sheet and other financial statements alongwith auditor's report for the years 2018-19, 2019-20, 2020-21 to be submitted.</p> <p>In case of MSE bidder, certificate of registration of MSE is required and Annexure -B</p>	
4	The bidder/OEM should have valid ISO 9001:2008 or higher Certification or equivalent.	ISO 9001: 2008 or higher certificate	
5	In case the OEM is not participating directly, bidder should be an authorized representative/reseller or channel partner of the OEM. An authorization letter from the OEM, with respect to this RFP, need to be submitted in original. The certificate shall be issued through the Global Headquarters and attested by the	In case of authorized representative, MAF from OEM of the Solutions as per Annexure- Xa in their letter Head needs to be provided. In case the bidder is itself the OEM, undertaking as per	

Sl. No	Pre-Qualification Criteria	Detail of Proof to be Attached	Compliance (Yes/No)
	<p>Indian Office in case OEM is of International repute.</p> <p>An OEM can participate with only one Representative / Channel Partner / Solution Partner</p>	Annexure- Xb on their company's letterhead should be provided.	
6	<p>The bidder/supplier should have national presence and should be engaged in ATM business in India for the last three Financial years, i.e. immediately preceding the last date of submission of bid.</p> <p>a. In case the bidder is OEM, the bidder should have been engaged in ATM business in India at least for last three Financial years ( 2019-20, 2020-21, 2021- 2022) i.e. Immediately preceding the last date of submission of bid. The Bidder (Except MSE) should have existing installed base of 3000 ATM and supplied at least 1000 ATMs between period from 01-04-2018 till date of submission of Bid in Banks / Financial Institutions in India/ RBI approved White Label Operators. Bidder/Supplier should have install base in India of same model that they shall going to offer to Bank as on date of bid submission.</p> <p>b. In case, the bidder is the authorized representative/ agent/Supplier of OEM, the bidder should have been engaged in ATM business in India at least for last three Financial years ( 2019-20, 2020-21, 2021-22 ) i.e. immediately preceding the last date of submission of bid. The Bidder (Except MSE) should have existing installed base of 3000 ATM and supplied at least 1000 ATM in between period from 01-04-2018 till date of submission of Bid in Banks / Financial Institutions / Financial Institutions/ RBI approved White Label Operators in India. Supplier should have install base of ATM/CD of same model that they shall going to offer to Bank as on date of bid submission.</p> <p>c. In case, the bidder/Supplier is MSE, the bidder should have been engaged in ATM business in India at least for last three Financial years ( 2019-2020, 2020-2021, 2021-22 ) i.e. immediately preceding the last date of submission of bid. MSE Bidder should have existing installed base of 500+ ATM/CD till date of submission of Bid (from 01.04.2019 to date of bid submission) in Banks / Financial Institutions / RBI</p>	Performance certificates as per annexure- B1	



Sl. No	Pre-Qualification Criteria	Detail of Proof to be Attached	Compliance (Yes/No)
	approved White Label Operators in India. Bidder/Supplier should have install base of ATM/CD of same model that they will going to offer to Bank as on date of bid submission		
7	Bidder must have service support centers in at least 18 zonal office locations. (as per annexure-X1 Table-A) Further, bidder should also have service support centers in 161 locations (as per annexure-X1 Table-B). In case bidder is not having support centre in these locations, bidder has to open its support centre within one month List / Details of Technical Support centers with complete addresses and contact numbers as per annexure X2 and / or undertaking as per annexure X3	Bidder must have service support centers in at least 18 zonal office locations. (as per annexure-X1 Table-A) Further, bidder should also have service support centers in 125 locations (as per annexure-X1 Table-B). In case bidder is not having support centre in these locations, bidder has to open its support centre within one month List / Details of Technical Support centers with complete addresses and contact numbers as per annexure X2 and / or undertaking as per annexure X3	
8	Bidder has to give unconditional Undertaking for providing service support /component parts / assembly/ software used in ATM for minimum SEVEN years from the date of installation of ATM.	Self undertaking	
9	Bidder should not have been black listed/debar/terminated by Government of India/Banks/PSU/BFSI/ Govt. Organizations/IBA in India during last three years. CA certificate and self-undertaking for last 3 years as per annexure-I.  Bidder need to also declare in self undertaking that “ If before Conclusion of RFP, I get blacklisted then Bank may not consider my BID for further process and award tender to other bidder which is solely Bank discretion	A certificate & self undertaking for last 3 years as per annexure-I	
10	The bank will be installing ATM/CD along the length and Breadth of the country. The Bidder should have their Own Centralized Support Center for Providing 24x7x365 support service.	The bank will be installing ATM/CD along the length and Breadth of the country. The Bidder should have their Own Centralized Support Center for Providing 24x7x365 support service. As per Annexure-X1	

Sl. No	Pre-Qualification Criteria	Detail of Proof to be Attached	Compliance (Yes/No)
12	Bidder should have capability and experience to provide second line maintenance (SLM) activity support directly or through their own service engineers / or their fully authorized partners/representativeness	Self- Undertaking	
13	Bidder must have requisite Make in India Compliance	Undertaking to be submitted on company letter head by authorized signatory	
14	The bidder / OEM should not have their Directors convicted of any criminal offence related to their professional conduct or making false statements or misrepresentations as to their qualifications to enter into a Procurement Contract within a period of two years preceding the on last date of bid submission of RFP. If a bidder chooses not to disclose any such issue, and the same comes to Bank's notice at a later date, the Bank will be free to revoke any contract entered with the vendor and invoke Bank Guarantee at its discretion.	Statutory auditor/Chartered Accountant of firm to provide certificate on Companies' letterhead along with self-undertaking	

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

Place: \_\_\_\_\_

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

**34. Annexure D - Technical Specifications**

(Ref. No. UBI/DBD/2022-23/01)

**Part-A: Technical Specifications of the Front Access AUTOMATEDTELLER MACHINE (ATM) OR CASH DISPENSER (CD).**

Brand of CD:

Manufacturer:

Model:

Bidders should offer their best and latest model CD, which will meet Union Bank's requirement and comply with RBI guidelines also Annexure-D

Sl. No.	Features	Yes / No	Remarks
	<b>Description of CD</b>		
	<b><i>Lobby Type Front Load</i></b>		
<b>1</b>	<b>Processor</b>		
1.1	Minimum 8th Generation or higher, Intel® Core™ i3 Processor or higher with minimum 3.3 GHz and 6 MB cache or higher.		
1.2	8 GB DDR4 RAM or higher with scope to increase capacity whenever required Up to 16GB		
1.3	Two individual 1TB or higher SATA / e-SATA HDD required out of which One should be Surveillance Rated and shall be configured for storage of images.		
1.4	On-board 10/100/1000 Mbps Speed LAN Card (IPV 6Compliant)		
1.5	Respective OEM to set different BIOS password for each machine and change the same minimum on quarterly frequency.		
1.6	2 or more free USB Ports easily accessible in front (inside of ATM)		
1.7	6 MB or more Cache memory		
1.8	101 keys Keyboard (optional)		

<b>2</b>	<b>Device Software</b>		
2.1	The selected Bidder should provide CDs/ATMs with at least Windows 10 Operating System (LTSC version or above ) with latest service pack/Linux with latest service pack. Microsoft has release Windows 11 and the CD/ ATM should be compatible for Windows 11 ab-initio. The bidder is responsible to upgrade the OS of CDs to next higher version including hardware,software and kernel licenses / version etc. from time to time before expiry of extended support from Microsoft / Linux etc. at no additional cost to Bank during both warranty and AMC period. Further, the Bidder should ensure that on up gradation, there should be no disruptions of service and no performance related issues.		
2.2	MPEG full motion video with voice guidance support, internal speakers and head phone jack to play both MPEG and WAV / sound file. The Bidder to develop and install the bilingual voice guidance as per screen flow on all machines without any cost to Bank.		
2.3	Software with CEN XFS 3.10 or above compliant and cross vendor support, documentation, and terminal diagnostics/ utilities and capable of running Multi-Vendor Software without any hardware changes. Testing, installation and operationalization of same without any additional cost to the Bank.		
2.4	Capable of supporting any Endpoint Protection/Whitelisting solution procured by Bank with a view to prevent malware including Viruses, worms and Trojans.		
2.5	Application interface facilitating admin, reconciliation and MIS function		
2.6	OS Hardening (with Firewall). CASH DISPENSER adequately guidelines issued by the OS supplier and the Bank's IS Policy should be strictly followed.		
2.7	The password must meet the minimum length and upper case and lower case as per security policy defined by bank.		
2.8	Software with drivers (including for XFS devices), API documentation, and terminal diagnostics/utilities. OEM/Service provider is required to provide latest OS and Cen XFS application version to support Regulatory requirement or Bank's need to support MVS and EPS applications during the Contract period without any additional cost to the Bank.		

2.9	The model must support remote downloading of screens and remote loading of security keys.		
2.10	Must be fitted with rat mesh/ CD vendor to guarantee that CD is free from rat menace.		
2.11	The CD should be PA-DSS complied		
2.12	Suitability for Visually challenged (with audio support). The CD should have Voice Guidance flow enabled for the visually challenged along with Text to Speech, web extension services based, functional key voice guidance support with internal speakers, headphone & jack.		
2.13	The CD should have provision for grouting i.e. bolting the same with the ground and the Bidder should arrange the ATM engineer and required support team and complete grouting activity without any cost to the Bank. (Drilling 10"-12"/ 8"-10" holes in the flooring and hammering metal sleeves in these holes. Putting in Anchor fasteners - min. 8" long anchor fasteners, preferably of Fischer make or Chemical Grouting. Applying resin adhesive (Araldite) over the finished bolt positions for improved bonding)		
3	<b>Currency Chest</b>		
3.1	CEN 1/ UL 291 Certified Secure Chest Level 1 - Certificate of conformance to be enclosed.		
3.2	Chest lock like S&G / MAS Hamilton / DORMAKABA or equivalent dual electronic combination lock of 6+6 digits with capability for one time combination (OTC) and audit trail without any hardware change. Passwords to be changed at the time of installation of ATM and certified to this effect in the ATM Installation Certificate. Further the dual electronic digital OTC lock with code generation and audit trail capability provided by the bidder must comply with RBI/2018-19/214 DCM (Plg.) No. 2968/10.25.007/2018-19 dt 14.06.2019 and any future amendment on the same.		
3.3	Alarm sensors for temperature status, seismic or vibration status and chest open status while sending signal / messages to Switch/Management Centre.		
3.4	Terminal should be able to change automatically to Supervisory/Maintenance/Out-Of- Service mode & also capture the same in EJ, in following cases when: (a) when cabinet/Hood Door is opened (b) Chest/Safe door is opened.		

	The Terminal should not dispense / initiate dispensation process when in Supervisory /Maintenance/Out-Of-Service mode exceptwhen required for Testing / fault resolution by Engineer.		
3.5	Terminal should be able to change automatically to In-Service / Transaction mode, after Chest door and Hood door is locked.		
4	<b>Dispenser</b>		
4.1	Friction / Vacuum pick technology		
4.2	Multi-media dispenser (tickets / coupon / stamps / receipts) withbunch presenter		
4.3	Capable of dispensing all denominations Rs.50,Rs.100, Rs. 200/-, Rs.500/-,Rs.2000, as well as new denominations, if any, issued subsequentlywithout any extra cost to the Bank. All cassettes should be adjustable to hold and dispense the currency notes if dimensions of currency notes are changed without any additional component requirement. All cassettes should be capable of dispensing all notes.		
4.4	Dispense at least 5 notes per second		
4.5	Machines should not dispense soiled, mutilatednotes		
4.6	Encrypted communication and trust relation should be established between PC core and dispenser.		
4.7	Should not have any hardware module sensors which could be accessible by any end consumer either during idle state or during transaction processing		
4.8	Dispense minimum 40 bills per transaction.		
4.9	Dispense used notes		
4.10	Capable to retract notes but this functionality should be in disabled mode		
4.11	Dispense ATM Fit notes		
4.12	Indicate proper insertion of cassettes,		
4.13	2 x Double Pick Module, and 4 cassettes with lock & key or latch and seal for Cassette set of each ATM.All cassettes including purge bin should be lockable and latchable. (As per RBI guideline forcassette swaps in ATMS RBI Circular RBI/2017-18/ DCM (Plg.) No.3641/10.25.007/201/2017-18 dated 12th April 2018)		

4.14	Dispenser Encryption		
4.15	Each cassette should hold minimum of 2500 notes.		
4.16	Each cassette should have facility to use onetime seal / lock & key facility		
4.17	Reject BIN or Divert cassette bin with onetime seal / lock and key with capacity to hold minimum 300 notes or above.		
4.18	Capable of Multi currency dispensing		
5	<b>Dip Card Reader (Hybrid)</b>		
5.1	Smart Card, Chip Card EMVCo Version 4.0 or later, as certified, with supporting EMVCo L1 LOA. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank. In case of certification, bidder to provide support without any cost to the Bank.		
5.2	EMVCo Level 2 approved terminal application/kernel. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank. In case of certification, bidder to provide support without any cost to the Bank.		
5.3	Should provide necessary certificates / approvals from VISA, Master Card, Amex, Union Pay, Rupay, and Discover including TQM (IFM) certificates. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank.		
5.4	Card reader should be compatible to work with any valid EMVCo certified EMV Kernels.		
5.5	ATM should be ready for using the new EMV Chip Cards i.e. EMV Chip Card Reader enabled.		
5.6	Dip Smart Card Reader with anti-skimming device installed and integrated with the card reader of the ATM. Details of the anti- skimming technology / device to be enclosed. The bank is looking for a comprehensive skimming protection solution which achieves the following:- i) Senses unauthorized attachment of any device on the card reader module, ii) Sends the signal to switch and further to the Remote ATM Management Centre of the bidder and Online Monitoring Solution of the Bank, iii) Capable of enabling the switch to put the machine Out-		



	Of-Service as well as block the card reader from accepting any more card insertions. XFS needs to send out error status so that the SNMP/MVS can pick it up and notify the monitoring system. iv) Should be equipped with solution/device for protecting from Deep insert skimming and shimming.		
5.7	Communication link between the card reader and system should be encrypted by latest encryption standards. (This is between the Card Reader and the ATM)		
5.8	Card reader should be capable of disabling reading the magstripe as and when required by the Bank. If physical visit is required for disablement, bidder to arrange the same at no additional cost to the Bank		
5.9	Capable to read magnetic tracks 1 & 2		
5.10	Smart card/chip card EMV Version 4.0, Level 2 approved terminal resident application		
5.11	Software, firmware, license for using Smart card, Chip card & magnetic strip on ATM.		
5.12	ATM must also have biometric authentication capability with finger-print reader as per Aadhaar specifications and same is required from the initial stage. The Device must be STQC / UIDAI Certified and Equipped with RD Services Bank will provide connectivity to RD service		
6	<b>Customer Interface on CD</b>		
6.1	Color LCD/LED screen of minimum 15” or higher along with Touch and/or FDK Screen.		
6.2	Touch screen Type: Capacitive/ Infrared with or without FDK. Touch Screen (with support for visually handicapped through Function Keys / EPP wherever required). Braille stickers and textspeech device on all devices as per requirement to support the visually challenged		
6.3	Vandal screen with Privacy filter. Resistance to Indian weather, vandal proof and pertinent to Indian usability condition		
6.4	Rugged spill proof Triple DES enabled keyboard with polycarbonate tactile/stainless Steel EPP Ver 4.x and above pin pad. EPP Keypads to be PCI-PTS compliant with sealed metal keypad. PIN Pads shall be covered to prevent PIN disclosure via shoulder surfing. EPP should be designed so as to prevent overlaying of fake pin pad. Forcible removal of EPP should bring the machine down resulting in loss of data stored in the EPP, so as to prevent compromise even with high-end decryption. Please provide details of the technology / solution. Should accompany with PCI		

	certificate. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank. EPP Pin Pad Should be with Braille Embossing.		
6.5	ATM should be capable for providing virtual keyboard for entering Aadhar/Debit Card		
6.6	All devices to have features as per requirements to support the visually challenged. All ATMs to meet the requirement of 'Talking ATMs' (needs to ensure that Braille supported keys (Pin Pad, Function Keys, Locations of key devices, Audio jack) are present on the ATM. Software can support with voice guidance/ headphone audio from the MVS software standpoint.		
6.7	Trilingual Screen Support (English, Hindi, Regional Language), in static graphics(PCX, JPEG, etc) and video files(incl. MP4), GIF etc.		
6.8	Terminal should be capable to display graphic screen and video files in commonly available picture formats (MPEG, MP4, PCX, JPEG, BMPetc.).		
6.9	Provide Text-to-Speech (TTS) support in English, Hindi		
6.10	Terminal should be capable to integrate with custom/3rd party Text-to-Speech (TTS) software.		
6.11	Voice guidance support with internal speakers &headphone jack (hardware as well as softwareboth to be provided with ATM/CD). Capable of voice guidance to the customer and digitalized wave files in the Indian accent for the same in Hindi & English with third language as regional language to be provided by the vendor. There should be support for text to speech for full-fledged voice guidance solution implementation without any extra cost to the Bank.		
6.13	Braille stickers on all devices as per requirements to support visually challenged		
6.14	Adherence to Persons with Disability standards compliance - give details; Access For All (AFA) compliant and suitable for wheel chair based operation for physically challenged		
6.15	ATM should have PIN pad shield covering all three sides to avoid shoulder surfing and capture by the external cameras		
6.16	ATM should have Rear View Mirrors covering major area of the site which allow users to see what is happening behind to avoid shoulder surfing		

6.17	MPEG - 4 full motion video support, and support for common video codecs.		
6.18	Privacy filter : The CDs should have privacy screen filter to enable the view of the CD Screen only to the customer standing in front of the CD.		
6.19	Rugged, spill proof TDES enabled keyboard with polycarbonate tactile / stainless steel recessed (EPP Pin Pads) keys. EPP keypadsto be PCI and ADA compliant.		
6.20	Multi lingual Screen support		
6.21	Earphone Jack		
6.22	Vandal Proof screen		
7	<b>Integrated ATM Surveillance Solution</b>		
7.1	Total three cameras should be installed (i) One Inbuilt camera (ii)one extendible camera for CD surveillance and (iii) one near cashslot.		
7.2	The resolution of the camera should be sufficient enough to capture the quality image of the object for clear identification		
7.3	Solution must provide an interface to browse, search and archive the stored images on hard disk or external media.		
7.4	Solution must be able to capture & stamp the transaction information (card number masked to comply with PCI-DSS ) on the images and videos		
7.5	The solution must have a search facility to locate an image/event by date & time, card no., transaction reference no. and ATM/CD ID.		
7.6	The image surveillance hardware should be integrated within the ATM.		
7.7	ATM must be capable of performing under extreme conditions. Temperature : 10 degree Celsius to +40 degree Celsius (Without Air Conditioner) Humidity :20 to 80 % (Without Air Conditioner)		
7.8	Solution should be able to integrate with any Multi- Vendor ATM Software available with Bank to facilitate the pulling of images centrally.		
8	<b>DES chip / Security</b>		
8.1	Capable of Remote Key Management		

8.2	Triple DES chip with encryption / verification / validation software		
8.3	Support AES (Advanced Encryption Standard) in future without any additional hardware changes.		
<b>9</b>	<b>Connectivity</b>		
9.1	Should have Network Interface Card(NIC)10/100/1000 Mbps		
9.2	Should be capable of connecting to the existing ATM Switch (IST), using existing device handlers at no additional cost to the Bank. The applicant, if selected, must provide switch certification, only from IST Switch for the present, at the time of submitting the response to RFP, failing which the Bank reserves the right to disqualify the applicant from further procurement process.		
9.3	Must support TCP/IP, TLS1.2 & above, UDP and shall provide required software, if any. If Upgradation required, Bidder need to provide at no additional cost to the Bank. Bank will confirm only switch support. All support like License cost, implementation or field rollout will be under scope of Bidder only.		
9.4	Should be capable of connecting to the Bank's ATM Switch-IST - using existing device handlers at no additional cost to the Bank		
9.5	Should support IPv4 addressing and be ready for IPv6 ready (DUAL STACK)/IPv6 native. Ability to perform IPv4-IPv6 integration, if required at no additional cost to Bank.		
9.6	Ability to support multiple NIC to enable multiple connections.		
9.7	ATM should be preloaded with CEN XFS 3.10 or higher compliant layer and should be capable of running multi-vendor software without any hardware / operating system changes. If XFS need to upgrade for support any Banks software/any other outsource software, same need to upgrade by Bidder only on FOC basis. Bank will not bear any additional cost for upgradation.		
9.8	Software required for connecting the ATM to Bank's own Network shall be provided by the Bidder		
9.9	Bidder to provide utility for converting the files, containing transaction details, into ASCII format		
<b>10</b>	<b>Receipt Printer</b>		
10.1	Machine should print customer slip in HINDI and English and regional languages. (Needs to ensure that the printer driver/firmware supports multiple font printing for English		

	and Hindi . However language other than English may be printed as image base printing)		
10.2	Printer driver/firmware needs to support Hindi, English and regional Indian type fonts/specification.		
10.3	Minimum 40 column Graphic Thermal Receiptprinter with dual mode printing		
11	<b>Electronic Journal</b>		
11.1	Support centralized EJ Pulling		
11.2	EJ should be non-editable with encryption or with checksum or any other solution to prove the authenticity of EJ before a third party such as the Regulator (RBI), Courts, Banking Ombudsman, Police Authorities etc.		
11.3	Bidder to coordinate with Bank's Managed Services Vendor for third party software/agent for EJ Pulling & Software/Content Distribution/Screen pushing for ATM. Successful Bidder will ensure to include these software/agent & screens in their customized build (i.e. compatible with bank's Switch) at no extra cost. The bidder to test the EJ agent with machine software and, customize in build & deploy at terminal without any cost to the Bank. In case any Bidder support required for such task for masking and unmasking of EJ then Bidder will provide support on FOC basis. ATM should be capable of supporting a third party software agent such as SDMS (Scientific Data Management System)/ Infobase / Radia, etc. In case any modification required in software due to any compatibility issue, Bidder will provide such support without any cost to Bank.		
11.4	Electronic journal to be written on ATM hard disk and replicated on the second hard disk, which records images. The solution should include a EJ viewer		
12	<b>Software Agent</b>		
12.1	Capable of supporting any Multi Vendor Software Application procured/available with the Bank. Bidder is required to support other MVS also in case Bank changes its current MVS during the contract period.		
12.2	ALL ATM/CD to be enabled with Electronic Journal (EJ) with capabilities to store EJ for multiple days. ATM to be preloaded with a certified software agent of Bank's Managed Services / other Vendors during the time of installation without any extra cost to the bank. EJ Software will be provided by Bank / Managed Services vendor of the		

	Bank. The ATM/CD should be capable of supporting a third party software agent such as SDMS / Infobase / Radia, etc. The Agent should conform strictly to the IBA/NPCI guidelines. The Bidder also agrees to install any software selected by the Bank at no cost to the Bank during initial installation of ATM/CD.		
12.3	Should be capable & interfaced with the Bank's Switch. Bidder to provide proof of certification and/or actual integration with switch		
12.4	Software for reading the EMV chip cards. Smartcard/chip card EMV Version 4.0, Level 2 approved terminal resident applications. Copy of Level 2 Approval certificate to be enclosed		
12.5	Machine hardware & software should be compatible for Remote diagnostic agent to diagnose problems with the machine including but not limited to predicting part failures. If any modification is required in hardware & software for support the Bank's /any third party Remote diagnostic agent, same should be provided by bidder at no extra cost to the Bank.		
<b>13</b>	<b>Media Status</b>		
13.1	Low and media empty warning for all items viz. currency notes, consumer printer roll etc.		
<b>14</b>	<b>Power</b>		
14.1	In-built SMPS to work on 230V 50 Hz powersupply.		
14.2	Support input voltage of 230V AC /50 Hz with +/-5% variation.		
14.3	ATM should have Low Carbon Footprint i.e. LowPower consumption in operation as well as in idle condition.		
14.4	ATM should have Integrated Power Management Solution. The ATM software must be capable of inter- facing with the Bank's UPS systems and query the battery status, in -line power and temperature, taking the machine out of service if the battery capacity is too low, perform scheduled power offs and automatically start up at the configured date and time. The solution must shut down gracefully to allow completion of the ongoing transaction in the event of complete battery discharge. The above power management functionality must be controllable remotely. In this situation, ATM should have the capability of generating		

	<p>message of low battery status and should send the same to the switch.</p> <p>However, clause is optional. In case due to unavailability of such feature if any hardware/software goes faulty due to power/fluctuation/earthing issue, then Bidder will make the machine operational without any cost to Bank.</p>		
<b>15</b>	<b>Maintenance</b>		
15.1	Should provide hardware, software and MIS (Keyboard, Mouse etc.) for day-to-day operations required by the custodian( optional )		
<b>16</b>	<b>Contactless Card Reader</b>		
16.1	<p>Contactless Card integration :</p> <p>The NFC contactless module with support Contactless Card integration (Hardware and Software) supporting upto ISO 14443 Type A/Type B, MiFare, ISO 21481 and ISO/IEC 18092 or higher. In case of any new guidelines or the regulator mandates newer specifications, the service provider should provide required support for hardware/software for which cost shall be decided on mutually agreed basis.</p> <p>Machine should be capable of the performing the function from day one, but implementation will be done as per the Bank's requirement. Any software/patch development and rollout for implementation of related functionalities asked by this RFP shall have to be carried out without any extra cost to Bank. If build is required to be created due to upgradation/replacement of any patch or application (due to any regulator guideline/asked by bank) then Bidder will develop and deploy the build in machines under free visit asked by the Bank and if free visit already availed, then visit cost shall be payable as per agreed rate through this RFP. Development cost including testing &amp; UAT for such cases (due to any regulator guideline/asked by bank) shall be fixed on mutually agreed basis</p>		
16.2	Smart Card/ Chip Card EMVCo Contactless Version 2.1 or later, as certified with supporting EMVCo L1 LOA. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank.		
16.3	EMVCo Level 2 approved terminal application/kernel. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank.		



16.4	Should provide necessary support for certificates from VISA, Master Card, Amex, Union Pay, Rupay, Discover including TQM(PCD) certificates. On expiry of certificate, it should be replaced with valid certificate, if any support is required from bidder then bidder will provide support at no additional cost to the Bank.		
<b>17</b>	<b>Biometric</b>		
17.1	Should be UIDAI certified device for biometric capture and authentication. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank.		
17.2	Support Biometric Based Authentication API version 2.0 specifications (should be UIDAI certified biometric device for biometric capture and authentication). On expiry of certificate, it should be replaced with valid certificate at no additional cost to the bank.		
17.3	Bidder to provide RD server license, support & integration free of cost to Bank for the contract period including AMC as mentioned below: 1. Integration with RD service provider 2. Integration of RD with ATM application in conformity with ATM switch. License cost if any including RD maintenance without any additional cost.		
<b>18</b>	<b>Testing / Software Testing</b>		
18.1	The necessary technology/ application/ hardware for supporting card based, cardless and bio metric transactions should be available ab-initio.		
18.2	Should provide necessary resources including paper rolls (for receipt printer, journal printer etc.) for lab testing purpose at no additional cost.		
18.3	Should provide test notes & test firmware for ATM/CD testing, at no additional cost to the Bank. The test notes & firmware will be used only for lab-testing purposes.		
18.4	Should provide necessary resources including paper rolls (for receipt printer, journal printer etc.) for lab testing purpose at no additional cost		
18.5	L-3 Certification with MasterCard, Visa, Rupay or any other provider, Bidder should support bank for the certification without any cost to Bank		

<b>19</b>	<b>Hardware</b>		
19.1	Co-ordinated LED Lights Indicators at Card Reader, Cash slot dispenser, Receipt printer. (Optional for Keypad, FDK keys). The LED Lights at these places will blink accordingly during the course of transaction attracting the attention of the customer to that part of the machine.		
19.2	Card reader slot: When machine wants the customer to pull out his/her card		
19.3	Keypad (optional) Whenever the machine needs input from Keypad		
19.4	FDK Keys (Optional): Whenever the machine needs input from FDK keys.		
19.5	Cash slot dispenser: When cash is presented at the cash slot for the customer to take it.		
19.6	Receipt printer slot: Whenever any receipt is out from the machine for txns. like mini statement, failed transaction etc.		
19.7	There should be 8 FDK keys with Braille Impressions (4 on either side of the Screen) for selecting the various options being displayed on the Screen. (optional)		
19.8	Terminal should have unique key for each terminal hood lock and outer chest door. Vendor to provide two set of keys for hood and outer chest door to Bank.		
19.9	LAN cable and Power cable hole should be available only at lower side (back/right/left) of the terminal that is feasible for concealment of wires.		
19.10	Geo tagging of the machine should be done to track the LIVE location of ATM		
<b>20</b>	<b>Interface for Banking Software &amp; Switch Connectivity</b>		
20.1	Vendor to provide utility for converting the CashDispenser files, containing transaction details, into ASCII format.		

We enclose the technical brochures for the model quoted.

1. We agree for the delivery period of systems and installation as per your above letter
2. We offer a comprehensive warranty period of 36 months from the date of installation/satisfactory commissioning of the equipment without any visit charges/part replacement charges and comprehensive AMC of 24 months after warranty period without any visit charges/part replacement charges. AMC may be renewed at same rate for the further period of 2 years to cover the life of the machine.
3. We agree for insuring the systems covering transit risk up to the date of delivery at the destination.

4. We submit that we shall abide by your Standard terms and conditions governing the quotations and Warranty mentioned.
5. We submit that we abide by all the details given above.

**Signature of Authorized**

**SignatoryName of Signatory:**

**Designation:**

**Seal of Company**

**Part-B: Functional Specifications of CD or ATM:**

Functional Specifications: Cash Dispenser and the software to be provided should have the capability of performing the following functions through

Display Menu:

Our Requirements	Response
1. Dispensing Cash from Current/SB/ Overdraft	
2. Transfer of Funds between two accounts.	
3. Account enquiries	
4. Account Statement Printing	
5. Cheque Book Requisitioning	
6. PIN change facility	
7. Facility for utility payments	
8. Facility to top-up mobile phones	
9. Facility for issue of non-cash instruments	
10. Three Language Display (English, Hindi and Regional Language, Bank will provide the screen)	
11. Touch Screen display (Vendor to provide screens for touch screen)	
12. Facility to support all Visa/Master/Rupay/Diner transaction/others as per regulatory or statutory authorities	
13. Receipt Printing for Transaction with following details: <ul style="list-style-type: none"> <li>• Date and Time</li> <li>• Location Code (Alphanumeric)</li> <li>• Account No.</li> <li>• Transaction SL No.</li> <li>• Amount</li> <li>• Description of transaction</li> <li>• Receipt printing both in Hindi and English is mandatory</li> </ul>	
14. There should be provision to add further functions easily and also to disable any of the functions as per Bank's requirements	
15. Should support MPEG full motion video	
16. Should allow cancellation of a transaction before its execution. (Appropriate message should appear guiding the customer)	
17. Should have the diagnostic tools for <ul style="list-style-type: none"> <li>• monitoring cash position and ATM status</li> <li>• giving comprehensive error reporting including DVSS to ATM switch</li> </ul>	
18. Should maintain audit trail	
19. Facility to carry out housekeeping and maintenance of CD	
20. Should recognize and differentiate the cardholders of Bank and other Banks. Facilities for preparation of vouchers and statements accordingly	
21. Should handle multiple accounts with single card.	
22. Should function round the clock with built-in fault tolerance features	
23. Should be capable of Audio guidance in all the three languages. (The required WAV files will be provided by the Bank)	
24. Should have facility of Talking ATM as per annexure- L	

25. Should be enabled and capable for biometric authentication by recognizing finger print	
--	--

SIGNATURE

(Name &amp; Designation, seal of the firm)

**35. Annexure D2- TSS Technical Specification Details**

Sl No	Minimum Specification Required for TSS	Compliance ( Yes/ No )	Remark If any
1	<b>Requirements for TSS Client</b>		
1.1	The TSS client software should be compatible with ATMs running on any version of Windows 10 and above, linux or any higher version.		
1.2	The TSS client software should be able to manage policies on terminals in windows domain as well as in workgroup.		
1.3	The TSS client software should protect the terminal from any attempt to change the terminal security settings, registry level changes or policies.		
1.4	The TSS client software should be able to detect and prevent any malware and spyware attacks and intrusion programs. The solution should protect itself against manipulation, attacks etc.		
1.5	The TSS client software should be password protected to prevent its un-installation, stopping, disabling or change of settings.		
1.6	In the cases of TSS client software unable to communicate with the central TSS server, Security Solutions / Agent policies should work / be intact with the last uploaded policies.		
1.7	The TSS client software shall not have performance impact of the terminals and the peripheral devices e.g. Switch, ATMs, CDs, CRMs.		
1.8	The solution should support client based (standalone) instance (without server) also. Further, agent policy should work even when		

	ATM / CD / CRAs is not connected to the CentralServer or on Network.		
1.9	The solution should be able to password protect the client in order to prevent un-authorized installation / de-installation or any application or any change of settings for registry, DLL etc. or any movement of data.		
2	<b>Terminal OS hardening &amp; Whitelisting</b>		
2.1	The solution should harden the terminal operating system as per industry best practices and recommendations.		
2.2	The solution should be able to remotely change the policy of the terminal OS		
2.3	The solution should be able to block USB Storage devices on the terminal through centralized Control.		
2.4	The Operating System Hardening should be carried by the bidder as and when required		
2.5	The solution should have a user Interface to be able to customize and manage the hardening policies by the Facility Management Team.		
2.6	During policy distribution to the ATM's, the hardening policies should be protected against manipulation		
2.7	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.		
2.8	The solutions should protect against malware being injected on to the machine and any other unauthorised Software installations. Via local means e.g. USB drive, CDROM etc.		
2.9	The solution should protect against the manipulation of executable e.g. .exe, .dll, .class etc. and scripts e.g. .js, .bat etc.		
2.10	The solution should protect against the unauthorized updating / changing of configuration - property files		



2.11	The solution should be capable of detecting and reporting any deviation / anomalies from the policies defined for the terminal.		
2.12	The solution should issue alert / warning/ prevent once a threat has been identified		
2.13	The solution should block the unauthorized installation and running of software and services.		
2.14	The solution shall be able to disable Auto-run facility of exe file from a network or a USB port.		
2.15	Only permitted applications to be run in the terminals using Sandboxing concept, thus effectively nullifying the need of any anti-virus solution.		
2.16	The solution should have capability to allocate only required ATM resources to the White listed applications. During the running of the Whitelisted applications, TSS should monitor if only those resources are being accessed. In case of any deviation, alert should be raised and resources should be blocked.		
2.18	Solution should be able to prevent terminal booting from any source / media other than Hard disk.		

3	<b>Terminal Access Management</b>		
3.1	Solution should support user access to the terminals based on One Time expiring passwords as well as tokens.		
3.2	Solution should provide role based user access to the terminal files and settings.		
3.3	Solution should support time bound password management.		
3.4	The solution should allow for the remote user management.		
3.5	The solution should support online and offline password management.		
3.6	The solution shall be managed from a central point of management and should work with any standard terminal agent monitoring solution.		
3.7	The solution shall allow remote management of user credentials according to strong password and industry requirements.		
3.8	The solution shall allow an administrator to define different roles for various users & groups and assign each of them specific user rights.		
4	<b>Hard disk encryption requirements</b>		
4.1	The solution should support Full hard disk encryption (FHDE)		
4.2	The solution should enable for an exact status of disk encryption to be retrieved and display centrally on a monitoring system		
4.3	The solution should be capable of changing the configuration of the hard disk encryption and the parameters used to encrypt the disk.		
4.4	The solutions should have the capability to decrypt an ATM hard drive outside of the ATM for recovery purpose only using the relevant encryption key. Decryption key should be stored centrally and in encrypted form.		
4.5	The ATMs should still cater to customers while the hard disk is being encrypted (during installation)		

4.6	The solution shall protect data confidentiality when a system is out of operation.		
5	<b>Requirements for Central Application Software</b>		
5.1	The central solution Software should be capable of supporting at least 5000 terminals throughout the contract period.		
5.2	The solution should be able to be managed from a central point of management on real time basis.		
5.3	The solution should support event logging. Ensure real time monitoring of security relevant software and hardware events.		
5.5	The Solution should support Various dashboard views with filtering, sorting and report generation capabilities for instant access to security status of terminals/devices.		
5.6	The software should have option to group the terminals based on various parameters (such as Make & Model, Zone, State, Test / Production etc.) for applying the policies and patches.		
5.7	The solution should support Deploying and updating of Security Policies and configurations.		
5.8	The solution should provide SMS and E-mail alerts for significant / critical events/changes.		
5.10	The Solution shall have a Web Based interface for the Bank to monitor the performance and activities of the solution.		
6	<b>Other Requirements.</b>		
6.1	Only permitted applications to be run in the Machines using Sandboxing concept, thus effectively nullifying the need of any anti-virus solution		
6.2	To whitelist only the required applications to be Run in the ATMs.		
6.3	Access to external devices like USB, External Hard Disk, Bluetooth devices etc. should be centrally controlled		

6.4	All files to be protected from damages		
6.5	Doesn't allow any registry level changes		
6.6	Bootting only through Hard disk during Normal Operations. No other entry in Boot Order		
6.7	Editing of BIOS settings must be password protected		
6.8	Disabling Auto play Options which allows software to run from removable media		
6.10	Investigate and report suspicious activities like deviating or non-consistent event patterns which are caused by unauthorized system usage		
6.11	Terminal Security Delivers end-to-end protection from all sort of network related attacks and hacker attacks (Local/Physical attack).		
6.12	Protection/detection policies to monitor files, settings, events and logs, and report anomalous behaviour through Centralized Dashboard		
6.14	All the updates/ releases in the solution during the contract period to be provided to the bank without any additional cost.		

SIGNATURE

(Name &amp; Designation, seal of the firm)

### 36. Annexure E - Compliance to RFP Terms & Conditions

(Ref. No. UBI/DBD/2022-23/01)

Sl. No	Clause Details	Bidder's Compliance (Yes/ No)
1	Introduction	
2	Adoption of Integrity Pact (IP)	
3	Objectives of the RFP	
4	Definitions	
5	Project Overview	
6	Invitation of Tender Bids	
7	Eligibility Criteria	
8	Broad Scope of Work	
9	Detailed Scope	
10	Training	
11	Anti-DDOS solution Capabilities	
12	Other General Requirements	
13	Implementation Instructions and Extended Scope	
14	Project Implementation Plan	
15	Locations to be Covered	
16	Project Validity	
17	Cost of Bidding	
18	Language of Bid	
19	Instructions for Bid Submission	
20	Price Composition	
21	Taxes and Duties	
22	Rejection of Bid	
23	Modification and Withdrawals of Bid	
24	RFP Response	
25	Online Prebid Meeting	
26	Patent Rights	
27	Payment Terms	
28	Order Cancellation	
29	Adherence to Cyber Security Systems	
30	Annual Technical Support / Annual Maintenance Contract	
31	Warranty	
32	OEM Authorization	
33	Liquidated Damages (LD)	
34	Service Level Agreement	
35	Authorized Signatory	
36	Confidentiality	
37	Indemnity& Limitation of Liability	
38	Intellectual Property Rights	
39	Non-Transferable Offer	

Sl. No	Clause Details	Bidder's Compliance (Yes/ No)
40	Responsibility for Completeness	
41	Force Majeure	
42	Exit Clause	
43	Termination of Contract	
44	Audit	
45	Contract Period	
46	Conflict of Interest	
47	RFP Ownership	
48	Proposal Ownership	
49	Tender/RFP Cancellation	
50	Publicity	
51	Arbitration	
52	Jurisdiction	
53	Availability of Spares	
54	Insurance	
55	Submission of Bids	

Place:

Date:

Authorized Signatory:

Name & Designation:

Business Address & email id:

\_\_\_\_\_

**37. Annexure F - Letter for Refund of EMD**

(To be submitted by the unsuccessful bidders)

Date :

To,

**Dy. General Manager,  
Union Bank of India,  
Operations Department,  
Mercantile House, 708,  
Magazine Street Marg.  
Mumbai-400010**

We \_\_\_\_\_(Company Name) had participated in the RFP for Development & Implementation of RPA Solution and we are an unsuccessful bidder.

Kindly refund the EMD submitted for participation. Details of EMD submitted are as follows

Sr. No	Bidder Name	Cheque / DD Number / BG Details	Drawn on (Bank Name)	Amount(Rs)

Bank details to which the money needs to be credited via NEFT are as follows:

1. Name of the Bank with Branch
2. Account Type
3. Account Title
4. Account Number
5. IFSC Code

Sign

Name of the signatory

Designation

Company Seal



**38. Annexure- G (Format of Performance Bank Guarantee)****(Covering Delivery obligations)****NOTE:**

1. This guarantee should be furnished by a Nationalized Bank / Scheduled Bank, other than Union Bank of India, as per the following format.
2. This bank guarantee should be furnished on stamp paper value as per Stamp Act. (not less than Rs. 500/-).
3. The stamp paper should be purchased either in the Name of the Bank executing the Guarantee or in the name of Union Bank of India.
4. This Bank Guarantee should be furnished within 30 days from the date of purchase order or the delivery period prescribed in the purchase order whichever is earlier.
5. This Bank Guarantee should be directly sent to the Purchaser by the Issuing Bank under Registered Post with Acknowledge Due.

To  
**Union Bank of India,**  
**Operations Department**  
**Mercantile House, 708,**  
**Magazine Street Marg.**  
**Mumbai-400010**

Dear Sir,

In consideration of Union Bank of India, Operations Department, Mercantile House, 708, Magazine street Marg, Mumbai-400010, placing an order for Implementation of & on \_\_\_\_\_ having registered office at \_\_\_\_\_ (hereinafter called the vendor) as per the purchase contract entered into by the vendor vide purchase contract no \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called the said contract), we \_\_\_\_\_ (Name of the Guarantor Bank), a 'schedule bank', issuing this guarantee through its branch at \_\_\_\_\_ presently located at \_\_\_\_\_ (hereinafter called the bank), do hereby irrevocably and unconditionally guarantee the due performance of the vendor as to the Supply, Installation, Implementation and Maintenance of 3500 ATMs/CDs as per the said contract entered into by the vendor with you.

If the said vendor fails to implement or maintain the system or any part thereof as per the contract and on or before the schedule dates mentioned therein, we \_\_\_\_\_ (Name of the Guarantor Bank), do hereby unconditionally and irrevocably agree to pay the amounts due and payable under this guarantee without any demur and merely on demand in writing from you during the currency stating that the amount claimed is due by way of failure on the part of the vendor or loss or damage caused to or suffered / or would be caused to or suffered by you by reason of any breach by the said vendor of any

of the terms and conditions of the said contract, in part or in full. Any such demand made on us shall be conclusive as regards the amount due and payable under this guarantee.

We \_\_\_\_\_( Name of the Guarantor Bank), further agree that this guarantee shall continue to be valid will you unless you certify that the vendor has fully performed all the terms and conditions of the said contract and accordingly discharge this guarantee, or until \_\_\_\_\_ , whichever is earlier. Unless a claim or demand is made on us in writing under this guarantee on or before \_\_\_\_\_, we shall be discharged from all our obligations under this guarantee. If you extend the schedule dates of performance under the said contract, as per the terms of the said contract, the vendor shall get the validity period of this guarantee extended suitably and we agree to extend the guarantee accordingly at the request of the vendor and at our discretion, provided such request is served on the bank on or before \_\_\_\_\_.

Failure on part of the vendor in this respect shall be treated as a breach committed by the vendor and accordingly the amount under this guarantee shall at once become payable on the date of receipt of demand made by you for payment during the validity of this guarantee or extension of the validity period.

You will have fullest liberty without affecting this guarantee to postpone for any time or from time to time any of your rights or powers against the vendor and either to enforce or forebear to enforce any or all of the terms and conditions of the said contract. We shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the vendor or any other forbearance act or omission on your part or any indulgence by you to the vendor or by any variation or modification of the said contract or any other act, matter or thing whatsoever which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder.

In order to give full effect to the guarantee herein contained you shall be entitled to act as if we are your principal debtors in respect of all your claims against the vendor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights if any which are in any way inconsistent with the above or any other provision of this guarantee.

The words the vendor, the beneficiary of this guarantees i.e. Yourself, and ourselves i.e. \_\_\_\_\_( Name of the Guarantor Bank), unless repugnant to the context or otherwise shall include their assigns, successors, agents, legal representatives. This guarantee shall not be effected by any change in the constitution of any of these parties and will ensure for and be available to and enforceable by any absorbing or amalgamating or reconstituted company or concern, in the event of your undergoing any such absorption, amalgamation or reconstitution.

This guarantee shall not be revocable during its currency except with your prior consent

in writing. This guarantee is non-assignable and non-transferrable.

Notwithstanding anything contained herein above:

- I) Our liability under this bank guarantee shall not exceed Rs. .... /- (Rupees \_\_\_\_\_)
- II) This bank guarantee shall be valid up to \_\_\_\_\_ (With 1 year claim period).
- III) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if you serve upon us a written claim or demand (and which should be received by us), on or before \_\_\_\_\_ before 12:00 hours (Indian standard time) where after it ceases to be in effect in all respects whether or not the original bank guarantee is returned to us.

This guarantee deed must be returned to us upon expiration of the period of guarantee.

Signature .....

Name .....

(In Block letters)

Designation .....

(Staff Code No.).....

Official address:

(Bank's Common Seal)

Attorney as per power of Attorney No.

Date:

WITNESS:

1..... (Signature with Name, Designation & Address)

2..... (Signature with Name, Designation & Address)

### 39. Annexure H - Declaration for Compliance

(Ref. No. UBI/DBD/2022-23/01)

#### All Terms and Conditions including scope of work except technical specifications

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in this RFP including all addendum, corrigendum etc. (Any deviation may result in disqualification of bids).

**Signature:**

**Name**

**Date**

**Seal of company:**

#### Technical Specification

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

List of deviations

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_

**Signature:**

**Name**

**Date**

**Seal of company:**

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

**40. Annexure I - Undertaking by Bidder**

**Place:**

**Date:**

To:

The General Manager,  
Union Bank of India,  
Operations Department  
Reay Road,  
Mumbai-400010.

**Undertaking (To be submitted by all Bidders' on their letter head)**

(Ref. No. UBI/DBD/2022-23/01)

We \_\_\_\_\_ (bidder name), hereby undertake that-

- As on date of submission of tender, we are not blacklisted by the Central Government / any of the State Governments / PSUs in India or any Financial Institution in India during last 3 years from the date of RFP.
- We also undertake that, we are not involved in any legal case that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to bank.

Yours faithfully,

Authorized Signatories

(Name, Designation and Seal of the Company)

Date

**41. Annexure J - Confidentiality / Non-Disclosure Agreement**

(Ref. No. UBI/DBD/2022-23/01)

This CONFIDENTIALITY AGREEMENT (the “Agreement”) entered into on this \_ day of 2022, and shall be deemed to have become in full force and effect from (the “Effective Date”).

BY and between M/s. \_\_\_\_\_ a company incorporated under the provisions of the Companies Act, \_\_\_\_\_ in force in India, having its registered office at \_\_\_\_\_ (hereinafter referred to as “-----” or “Vendor” which expression shall, unless it be repugnant or contrary to the context or meaning thereof, mean and include its, successors and permitted assigns) of the ONE PART  
AND

Union Bank of India, a corresponding new bank constituted under section 3 of Banking Companies (Acquisition & Transfer of Undertakings) Act 1970 having its Head office at Union Bank Bhavan, Vidhan Bhavan Marg, Nariman Point, Mumbai - 400021 (hereinafter referred to as “Union Bank” or “Bank” which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and permitted assigns), of the OTHER PART:

----- and the Bank shall hereinafter jointly be referred to as “Parties” and individually as a “Party”.

In this Agreement, “Affiliate” means any entity which from time to time Controls, is Controlled by or is under common Control with the relevant party or entity, where “Control” means having the ability (including, without limitation, by means of a majority of voting rights or the right to appoint or remove a majority of the board of directors) to control the management and policies of an entity.

**WHEREAS:-**

- i. Vendor inter-alia is engaged in the business of providing IT related solutions & services to various business entities in India & abroad.
- ii. Union Bank of India has agreed to disclose, transmit, receive, and/or exchange certain “confidential information” to cover the business transaction between parties for the provision of services related to \_\_\_\_\_ (“the Purpose”) as more particularly described in Purchase Order no \_\_\_\_\_, issued by Union Bank of India in favor of M/s. -----.

**NOW THIS AGREEMENT WITNESS:****1. Interpretation:**

In this Agreement “**Confidential Information**” means all information belonging to a Party that is or has been disclosed to one Party (the “Receiving Party”) by the other Party (the “Disclosing Party”) in connection with the business transacted/ to be transacted between the Parties. Confidential information shall also include any copy, abstract, extract, sample, note or module thereof. The Receiving Party may use the Confidential Information solely for and in connection with the business transacted/ to be transacted between the Parties.

Notwithstanding the foregoing, “Confidential Information” shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes or is in possession of the Receiving Party, legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or (e) is disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

**2. Confidentiality:**

2.1 Except to the extent as agreed herein, the Receiving Party agrees to regard, preserve and keep as secret and confidential all Confidential Information of the Disclosing Party or its clients or any member of their group disclosed under this Agreement. In maintaining confidentiality hereunder the Receiving Party agrees and accepts that it shall not, either on its own account or jointly with or for any other person, firm, company or any other entity, without obtaining the written consent of the disclosing party.

- I. disclose, transmit, reproduce or make available any such Confidential Information to any person firm, company or any other entity other than its directors, partners, advisers, agents or employees, who need to know the same for the purpose of



evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose aforesaid; or

- II. use the Confidential Information for any purpose other than evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose for which it is disclosed; or
- III. disclose, announce or otherwise publicize the existence of its association with the Disclosing Party or the existence of the project with the Disclosing Party or any other arrangement (existing or possible) between the disclosing party, its clients or itself in connection with any project/assignment; or
- IV. use any such Confidential Information for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its clients or any member of their group or their projects.

## 2.2 The Receiving Party also agrees and accepts that it may endeavor:

- I. use at least the same degree of care in safeguarding such Confidential Information as it uses for its own Confidential information of like importance and such degree of care shall be at least that which is reasonably calculated to prevent such inadvertent disclosure;
- II. keep the Confidential Information and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
- III. limit access to such Confidential Information to those of its (including its Affiliates") directors, partners, advisers, agents or employees who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees so involved to protect the Confidential Information in the manner prescribed in this Agreement; and
- IV. upon discovery of any disclosure or suspected disclosure of Confidential Information, to take reasonable effort to as per the circumstances, to inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information, in whatsoever form, including any and all copies thereof.

## 3. Return or destruction:

The Receiving Party may, upon completion of the purpose mentioned aforesaid or at any time on receipt of a written demand from the disclosing party: i) immediately return all written Confidential Information and all copies thereof provided to, or produced by, it or its advisers, as the case may be, which is in such party's possession or under its custody and control; ii) to the extent practicable, but without prejudice to the obligations of confidentiality herein, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the other party; iii) so far as it is practicable to do so (but, in any event, without prejudice to the obligations of confidentiality contained in this Agreement), immediately expunge any Confidential

Information relating to the Disclosing Party or its clients or any member of their group or their projects from any computer, word processor or other device in its possession or under its custody and control.

#### **4. Permitted disclosure:**

The provisions of paragraph 2 shall not restrict any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, official or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the other party of such requirement with a view to providing the opportunity for the Provider to contest such disclosure or otherwise to agree the timing and content of such disclosure.

#### **5. Ownership of Information:**

Except to the extent as agreed herein, the Confidential Information and copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party or its clients and its disclosure shall not confer on the Receiving Party any rights (including any intellectual property rights) over the Confidential Information whatsoever beyond those contained in this Agreement.

#### **6. No Representation:**

Neither the disclosure, transmission receipt or exchange of Confidential Information nor anything else in this Agreement will constitute an offer by or on behalf of the Disclosing Party or be construed as soliciting any business or organization changes or any assurance of any business commitment or an inducement to incur / undertake any obligations not specified herein and neither party will be under any obligation to accept any offer or proposal which may be made by the other or on behalf of such other party.

#### **7. Remedies and Relief:**

The parties hereto acknowledge that remedies at law may be inadequate to protect the Disclosing Party or its clients against any actual breach of this Agreement by the Receiving Party, and, without prejudice to any other right and remedies otherwise available to the Disclosing Party or its clients, the Receiving Party agrees that Disclosing Party has a right to seek injunctive relief in its favor upon proof of actual damage and upon establishment of the fact that such actual damage has taken place due to reasons directly attributable upon the Receiving Party. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or equity. Disclosing Party shall be entitled to recover its cost and fees, including Advocate's fees, incurred in obtaining any such relief.

Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its cost and expenses including Advocate's fees.

**8. No Assignment:**

This Agreement shall not be assigned by the successful bidder, by operation of law or otherwise, without the prior written consent of Bank. This Agreement shall inure to the benefit of and will be binding upon the parties' respective successors and permitted assigns.

**9. Severability:**

In the event that any of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect by a Court of competent jurisdiction, the validity, legality, or enforceability of the remaining provisions contained in this agreement will not be in any way affected or impaired by such a finding.

**10. Delay or Waiver:**

No delay or failure of either Party in exercising any right hereunder and no partial or single exercise thereof shall be deemed of itself to constitute a waiver or an expectation of non-enforcement of such right or any other rights hereunder. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. A waiver or consent given by either party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

**11. Notices:**

Notices as required by this Agreement shall be sent to the Parties at the addresses mentioned first herein above or such other addresses as the Parties may designate from time to time, and shall be sent by certified or registered mail with acknowledgement due on receipt.

**12. Term :**

This Agreement shall commence from the Effective Date of this Agreement and shall be valid for 2 years beyond contract period. Confidentiality obligations under this Agreement shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain, without breach of the agreement. Either Party may terminate this Agreement for breach, if the defaulting Party fails to rectify the breach within the one month notice period issued by the non-defaulting Party. Upon expiration or termination as contemplated herein the Receiving Party shall immediately

cease any and all disclosures or uses of Confidential Information; and at the request of Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.

### **13. Governing Law and Jurisdiction:**

The provisions of this Agreement shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of courts in Mumbai.

### **14. Indemnity:**

The Receiving Party agree to indemnify and hold harmless the Disclosures against all costs, liability, losses and claims incurred by the Disclosing Party as a result of a breach of this Agreement.

### **15. Modification:**

Modification to any of the provisions of this Agreement shall be void unless it is writing and duly executed by Parties.

### **16. Headings:**

The headings given herein above are for ease of reference only and shall not attach or have any effect/ meaning whatsoever contrary to what is stated in the agreement.

### **17. Review of Contract and performance:**

Bank shall have the right of periodical /yearly review of the performance of the successful bidder with regard to upgradation of processors, memory and storage space and maintenance support under the contract which would be basis of continuation or termination of the same. Bank shall also have the right to review, either itself or through another agency as it may deem fit, the financial and operating performance of the bidder in order to assess the ability of the bidder to continue to meet its outsourcing/contractual obligations.

### **18. Proprietary Rights:**

The entire work product mentioned in this RFP shall be the sole and exclusive property of the Bank. The successful bidder hereby-irrevocably grants, assigns, transfers to the Bank all rights, title and interest of any kind, in and to the work product produced under RFP contract. All information processed, stored, or transmitted by successful Bidder belongs to the Bank. The Bidder does not acquire

implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately. Any information considered sensitive by the bank must be protected by the successful Bidder from unauthorized disclosure, modification or access. The bank's decision will be final.

The successful bidder will ensure strict compliance of all labour laws, insurance, minimum wages to the staff employed /deployed /engaged for the work assigned and the Bank will not be liable for any such persons/personnel of successful bidder and shall not be liable for any levies / penalties etc. that may be imposed by the authorities concerned for their action/inaction. There shall be no employer employee relationship whatsoever between the bank and the successful bidder /their employees and the bidder or his employees, staff, agents will not be entitled to any employment with Bank. In the event of any demand/fines/penalty made by any of the authorities on bank in respect of the conduct/actions taken by the bidder/their employees/labourers, the Bank will be entitled to recover the said amounts from the bills / amount payable or from the performance guarantee and also take appropriate action against said persons of bidder/bidder for their misconduct, if any.

## 19.Counterparts:

This Agreement has been signed in duplicate, each of which shall be deemed to be an original. The exchange of a fully executed Agreement (in counterparts or otherwise) by fax shall be sufficient to bind the parties to the terms and conditions of this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR AUTHORIZED REPRESENTATIVES ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022

Signed and delivered by

M/s \_\_\_\_\_

Signed by:

Name .....

Title .....

in the presence of

.....

Signed and delivered by

Union Bank of India

Signed by:

Name .....

Title .....

in the presence of

.....

**42. Annexure K- Bank Guarantee for EMD**

To

**Dy. General Manager,  
Union Bank of India,  
Operations Department  
Mercantile House, 708,  
Magazine Street Marg.  
Mumbai-400010**

Dear Sir,

M/s \_\_\_\_\_ having their registered office at \_\_\_\_\_ (hereinafter called the 'Bidder') wish to respond to the Request for Proposal (RFP) for **Supply, installation , implementation and maintenance of 3500 ATMs** self and other associated Bidders and submit the proposal for the same 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.3,00,00,000/- (Rupees Three Crores 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. Withdraws its bid during bid validity period
2. Refuses to honor commercial bid. Bank reserves the right to place order onto Bidder based on prices quoted by them.
3. Refuses to accept purchase order or having accepted the purchase order, fails to carry out his obligations mentioned therein

We undertake to pay immediately on demand, to Union Bank of India, the said amount of Rs.3,00,00,000/- (Rupees Three Crore only ) 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 Union Bank of India 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.3,00,00,000/- (Rupees Three Crores only ).

- 2) This Bank guarantee will be valid up to \_\_\_\_\_; with a claim period of 45 days thereafter 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 \_\_\_\_\_.

Signature .....

Name .....

(In Block letters)

Designation .....

(Staff Code No.) .....

Official address:

(Bank's Common Seal)

Attorney as per power of Attorney No.

Date:

WITNESS:

1..... (Signature with Name, Designation & Address)

2..... (Signature with Name, Designation & Address)

**43. Annexure N - Pre-Contract Integrity Pact****Tender Ref. No. UBI/DBD/2022-23/01****INTEGRITY PACT**

Whereas Union Bank of India having its registered office at Union Bank Bhavan, 239, Vidhan Bhavan Marg, Nariman Point, Mumbai, India - 400 021 acting through its ..... Department, represented by General Manager / Dy. General Manager hereinafter referred to as the Buyer and the first party, proposes to procure (Name or category of the Equipment, services, etc.) hereinafter referred to as Stores and / or Services.

And

M/s\_\_\_\_\_ represented by\_\_\_\_\_ Chief Executive Officer, (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 \_\_\_\_\_ and the Bidder /Seller is one amongst several bidders /Proprietary Vendor /Customer Nominated Source/Licenser who has indicated a desire to bid/supply in such tendering process. The Buyer values and takes primary responsibility for values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder (s) and / or Seller(s).

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

**4. Commitments of the Buyer**



4. 1 The Buyer commits itself to take all measures necessary to prevent corruption and fraudulent practices and to observe the following principles: -

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

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

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

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

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

Further, the Bidder(s) /Seller(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information constrained or transmitted electronically.

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

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

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

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

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

above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.

## **6. Previous Transgression**

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

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

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

Bidders /Sellers are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) 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 act as per the procedure mentioned herein below:

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

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

## **9. Compensation for Damages**

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

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

## **10. Price Fall Clause**

The Bidder undertakes that it has not supplied /is not supplying same or similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry /Department of the Government of India or PSUs during the currency of the contract and if it is found at any stage that same or similar product /Systems or Subsystems was supplied by the Bidder to any other Ministry /Department of the Government of India or a PSU or any Public Sector Bank at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded”.

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

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

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

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

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

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

11.6 The report of enquiry, if any, made by the Independent External Monitors shall be submitted to MD & CEO, Union Bank of India, Union Bank Bhavan, VidhanBhavanMarg, Nariman Point, Mumbai -21 within 2 weeks, for a final and appropriate decision in the matter keeping in view the provision of this Integrity Pact.

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

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

## **13. Other Legal Actions**

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

## **14. Integrity Pact Duration.**

14.1 This Integrity Pact begins when both parties have legally signed it. It expires for the successful Bidder / Seller 10 months after the last payment under the contract, and for all other Bidders / Sellers within 6 months form date of placement of order / finalization of contract.

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

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

## **15 Other Provisions**

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

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

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

15.4 Nothing contained in this Integrity Pact shall be deemed to assure the bidder / Seller

of any success or otherwise in the tendering process.

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

17. The Parties here by sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_  
(Seller/Bidder) and \_\_\_\_\_ on \_\_\_\_\_ (Buyer)

BUYER

Signature:

General Manager/Dy G M,  
Union Bank of India,

.....Division

BIDDER \* /SELLER\*

Signature:

Authorized Signatory (\*)

Date:

Stamp:

Date:

Stamp:

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

(\*) - Authorized signatory of the company who has also signed and submitted the main bid.

**44. ANNEXURE-O: Bid Security Declaration**

**Dy. General Manager,  
Union Bank of India,  
Operations Department,  
Mercantile House, 708,  
Magazine Street Marg.  
Mumbai-400010**

Dear Sir,

**Subject: Request for Proposal (RFP) for Supply, installation and maintenance of 3500 ATMs**

We \_\_\_\_\_ (bidder name), hereby undertake that we are liable to be suspended from participation in any future tenders of the Bank for 2 years from the date of submission of Bid in case of any of the following:

1. If the bid submitted by us is withdrawn/modified during the period of bid validity.
2. If any statement or any form enclosed by us as part of this Bid turns out to be false / incorrect at any time during the period of prior to signing of Contract.
3. In case of we becoming successful bidder and if:
  - a) we fail to execute Contract within the stipulated time.
  - b) we fail to furnish Performance Bank Guarantee within the timelines stipulated in this RFP document.

Yours faithfully,

Date:

For \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Authorized Signatories  
(Name & Designation, seal of the company)

**45. Annexure P - Bid Query Format**

Bidders have to provide their queries on eligibility criteria, scope of work, terms & conditions etc. in excel format as mentioned below. Bidders are requested to categorize their queries under appropriate headings. Bidders are requested to provide a reference of the page number, state the clarification point and the queries/suggestion/deviation that they propose as shown below (all the queries will be entertained in this Microsoft Excel format by e-mail):

Queries will not be accepted in any other format other than Microsoft Excel.

Sl. No.	Clause no.	Page no.	Clause	Query	Bank Response

Place:

Date:

Signature:

Name & Designation:

Business Address:



**46. Annexure Q- Know Your Employee (KYE)****(To be submitted by all bidders on their letter head)****To**

**Dy. General Manager,  
Union Bank of India,  
Digital Banking Department,  
Mercantile House, 708,  
Magazine Street Marg.  
Mumbai-400010**

**UNDERTAKING**

1. We \_\_\_\_\_ (name of the company) hereby confirm that all the resource (both on-site and off-site) deployed/to be deployed on Bank's project for \_\_\_\_\_ (Name of the RFP) have undergone KYE (Know Your Employee) process and requisite checks have been performed prior to employment of said employees as per our policy.
2. We further undertake and agree to save defend and keep harmless and indemnified the Bank against all loss, cost, damages, claim penalties expenses, legal liability because of non-compliance of KYE and of misconduct of the employee deployed by us to the Bank.
3. We further agree to submit the required supporting documents (Process of screening, Background verification report, police verification report, character certificate, ID card copy, Educational document, Credit history, etc.) to Bank before deploying officials in Bank premises for \_\_\_\_\_ (Name of the RFP).

Signature of Competent Authority with company seal \_\_\_\_\_

Name of Competent Authority \_\_\_\_\_

Company / Organization \_\_\_\_\_

Designation within Company / Organization \_\_\_\_\_

Date \_\_\_\_\_

Name of Authorized Representative \_\_\_\_\_

Designation of Authorized Representative \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_

Verified above signature

Signature of Competent Authority \_\_\_\_\_

Date \_\_\_\_\_

Place:

Date:

Signature:

Name &amp; Designation:

Business Address:

**47. Annexure R - Restriction on Procurement due to National Security**

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

Ref. No. UBI/DBD/2022-23/01      Date:

To,  
The General Manager,  
Union Bank of India,  
Operations Department  
Reay Road  
Mumbai-400010.

Dear Sir,

**Ref.: RFP No.:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

1. I have read the clause regarding restrictions on procurement from a bidder/OEM of a country which shares a land border with India; / certify that this bidder is not from such a country or, if from such a country, have been registered with the Competent Authority. I hereby certify that this bidder/OEM fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)
2. I have read the clause regarding restrictions on procurement from a bidder/OEM of a country which shares a land border with India and on subcontracting to contractors from such countries; I certify that this bidder/OEM is not from such a country or, if from such a country, have been registered with the Competent Authority and will not subcontract any work to a contractor from such countries unless such contractor is registered with competent authority. I hereby certify that this bidder/OEM fulfills all requirement in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by competent authority shall be attached)

Yours faithfully,

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

**48. Annexure S - Undertaking of Information Security**

*(This letter should be on the letterhead of the bidder as well as the OEM/ Manufacturer duly signed by an authorized signatory on Information security as per regulatory requirement)*

**Place:**

**Date:**

To,  
The Asst General Manager,  
Union Bank of India,  
DBD, Reay Road,  
Darukhana  
Mumbai-400010

Sir,

**Subject: Request for Proposal (RFP) for Supply, installation, implementation, and Maintenance of ATMs**

**Ref. No. UBI/DBD/2022-23/01**

We hereby undertake that the proposed solution / software to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done)

Yours faithfully,

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

**49. Annexure T - Certificate of Waiver for MSE Firms**

**(in Letter head of Chartered Accountant)**

**Ref. No. UBI/DBD/2022-23/01**

**Date:**

**TO WHOMSOEVER IT MAY CONCERN**

This is to certify that M/s. \_\_\_\_\_, having registered office at \_\_\_\_\_ has made an investment of Rs. \_\_\_\_\_/- in \_\_\_\_\_, as per Audited Balance Sheet as on 31.03.2021. Further we certify that the Company is classified under Micro and Small Enterprise (MSE) as per MSME Act 2006 and subsequent government notifications.

We have checked the books of the accounts of the company and certify that the above information is true and correct.

Chartered Accountant Firm Name

Signature

Name

Reg.No

VID No.



**50. Annexure W - Undertaking of Authenticity for Computer Hardware**

Ref. No. UBI/DBD/2022-23/01

To

Date:

***Union Bank of India,*****Operations Department****Reay Road, Mumbai 400010.**

Sub: Supply of ATMs

Dear Sirs,

With reference to the Computer Hardware/ATMs 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 Computer Hardware under the above like hard disk, Monitor, Memory 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 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 IT Hardware / Software already billed, we agree to take back the Computer Hardware without demur, if already supplied and return the money if any paid to us by you in this regard.

(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:

**51. Annexure X - Certificate of Local Content**

(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, on their letter head with Registration Number with seal.)

Date:

To  
The Assistant General Manager,  
Operations Department,  
Darukhana, Reay Road  
Mumbai - 400010

Dear Sir,

Ref.: RFP No.: \_\_\_\_\_ Dated: \_\_\_\_\_

1. This is to certify that proposed \_\_\_\_\_ <product details> is having the local content of \_\_\_\_\_ % as defined in the above-mentioned RFP.
2. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 - Revision vide Order No. P-45021/2/2017-PP (BE-II) dated June 04, 2020.

**Signature of Statutory Auditor/  
Cost Auditor**  
Registration Number:  
Seal

Counter-signed:

Bidder

OEM

## 52. ANNEXURE-Xa - Manufacturer's Authorisation Form

MANUFACTURER'S (OEM/SERVICE PROVIDER) AUTHORIZATION FORM (MAF)  
(To be provided on the Letter Head of the OEM duly signed & stamped by their Authorized Signatory, in case Bidder is not OEM of the Machine)

To  
The Assistant General Manager,  
Operations Department,  
Darukhana, Reay Road  
Mumbai - 400010

Sir,

Reg.: RFP FOR SUPPLY, INSTALLATION, IMPLEMENTATION & MAINTENANCE OF  
AUTOMATED TELLER MACHINE (ATM) / CASH DISPENSER (CD) We hereby submit the  
following:-

1. We, M/s \_\_\_\_\_ are the OEM of \_\_\_\_\_ (Name of the product/Solution/Hardware), being offered to Union Bank of India through M/s \_\_\_\_\_ (Bidder's Name), who is our authorized Partner/representative in India for supply of this Product/Solution/Hardware/Services.
2. We, M/s \_\_\_\_\_ have the IP (Intellectual property) rights for the products being offered to Bank.
3. We agree to provide services as per the scope of work and technical specifications of this RFP through our partner M/s \_\_\_\_\_
4. In case the bidder i.e. M/s \_\_\_\_\_ is not able to perform obligations as per RFP during the contract period (like if bidder ceases to exist from the ICT Industry, stops services or support to the Bank, terminates contract due any reasons with Bank or due to any other reason), we will perform the said obligations, as per given scope of work of RFP, either directly or through mutually agreed third party/any other authorized Partner of ours.
5. With reference to the all components/parts/assemble/software/services used inside the company products/Hardware being quoted by us vide your tender cited above, we hereby undertake that all the components / parts / assembly used inside the company products/Hardware shall be original new components / parts / assembly / software /Services only, from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly are being used or shall be used.
6. In case of default/unable to comply with above at the time of delivery or during implementation, for the IT asset including hardware / software already billed, we agree to take back the supplied items without demur, if already supplied and replace the same with new one.
7. We take complete Ownership of the complete solution (Hardware, Software & Services) being offered to Bank by M/s \_\_\_\_\_ (Bidder's Name).

Date:

Place:

Yours faithfully

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

**53. ANNEXURE-Xb - Undertaking for Being OEM of Offered Solution**

**UNDERTAKING FOR BEING the OEM of the OFFERED SOLUTION**

To  
The Assistant General Manager,  
Operations Department,  
Darukhana, Reay Road  
Mumbai - 400010

Sir

Reg: RFP FOR SUPPLY, INSTALLATION, IMPLEMENTATION & MAINTENANCE OF AUTOMATED TELLER MACHINE (ATM)/ CASH DISPENSER (CD) We hereby submit the following:-

1. We, M/s\_\_\_\_\_ are the OEM of \_\_\_\_\_ (Name of the product/Solution/Hardware), being offered to Union Bank of India through M/s \_\_\_\_\_ (Bidder's Name), who is our authorized Partner/representative in India for supply of this Product/Solution/Hardware.
2. We, M/s \_\_\_\_\_ have the IP (Intellectual property) rights for the products.
3. We agree to provide services as per the scope of work and technical specifications of this RFP.
4. With reference to the all components/parts/assemble/software used inside the company products/Hardware being quoted by us vide your tender cited above, we hereby undertake that all the components / parts / assembly used inside the company products/Hardware 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 are being used or shall be used.
5. In case of default/unable to comply with above at the time of delivery or during implementation, for the IT Hardware including hardware / software already billed, we agree to take back the supplied items without demur, if already supplied and return the money if any paid to us by you in this regard. We 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.
6. We take complete Ownership of the complete solution (Hardware & Software) being offered to Bank by M/s\_\_\_\_\_ (Bidder's Name).

Date:

Place:

Yours faithfully

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Seal of Company



**54. Annexure X1 Support Centre Locations****Table A ( ZO locations )**

S.No.	Location
1	AHMEDABAD
2	BANGALORE
3	DELHI
4	BHOPAL
5	MUMBAI
6	BHUBANESHWAR
7	CHANDIGARH
8	LUCKNOW
9	CHENNAI
10	VARANASI
11	RANCHI
12	HYDERABAD
13	JAIPUR
14	KOLKATA
15	MANGALURU
16	PUNE
17	VIJAYAWADA
18	VISAKHAPATNAM

**Table B ( RO Locations )**

S.No.	Location
1	DELHI CENTRAL
2	BHOPAL(Central)
3	DELHI SOUTH
4	PUNE EAST
5	ERNAKULAM
6	JABALPUR
7	AZAMGARH
8	MEERUT
9	GHAZIPUR
10	JAUNPUR
11	RAJKOT
12	BANGALORE (SOUTH)
13	THIRUVANANTHAPURAM
14	NAGPUR

15	JALANDHAR
16	INDORE
17	MUMBAI (SOUTH)
18	VARANASI
19	KOLHAPUR
20	BELAGAVI
21	KANPUR
22	GUWAHATI
23	MUMBAI THANE
24	LUCKNOW
25	CHENNAI ( North)
26	BHUBANESHWAR
27	PATNA
28	BARODA
29	CHANDIGARH
30	RAIPUR
31	VIJAYAWADA
32	NASIK
33	JAIPUR
34	REWA
35	HYDERABAD-Punjagutta
36	SILIGURI
37	RANCHI
38	COIMBATORE
39	VISHAKHAPATNAM
40	GORAKHPUR
41	KOLKATA METRO
42	DEHRADUN
43	AHMEDABAD
44	MADURAI
45	DELHI (NORTH)
46	MUMBAI(andheri)
47	SURAT
48	LUDHIANA
49	PRAYAGRAJ
50	SALEM
51	AGRA
52	KARNAL
53	DURGAPUR
54	NELLORE
55	GOA
56	KOZHIKODE
57	MEHSANA

58	MANGALURU
59	UDAIPUR
60	KOTTAYAM
61	SAMASTIPUR
62	SAMBALPUR
63	HOWRAH
64	GREATER KOLKATA
65	GWALIOR
66	ANAND
67	GANDHINAGAR
68	JUNAGADH
69	BANGALORE (EAST)
70	BANGALORE (NORTH)
71	SHIVAMOGGA
72	HUBBALLI
73	KALABURAGI
74	MYSORE
75	BHOPAL(SOUTH)
76	BILASPUR
77	BALASORE
78	BERHAMPUR
79	CUTTACK
80	RAYAGADA
81	AMRITSAR
82	BATHINDA
83	HISSAR
84	SHIMLA
85	CHENNAI (SOUTH)
86	CHENNAI (WEST)
87	TIRUCHIRAPALLI
88	TIRUPPUR
89	DELHI NCR
90	HYDERABAD-KOTI
91	HYDERABAD-Saifabad
92	KARIMNAGAR
93	KHAMMAM
94	MEHABOONNAGAR
95	NIZAMABAD
96	SECUNDERABAD
97	WARANGAL
98	JODHPUR
99	BAREILLY
100	FAIZABAD

101	GHAZIABAD
102	HALDWANI
103	ERNAKULAM RURAL
104	KOLLAM
105	UDUPI
106	MUMBAI BORIVALI
107	Mumbai Vashi
108	AHMEDNAGAR
109	AMRAVATI
110	PUNE (WEST)
111	BHAGALPUR
112	DHANBAD
113	MAU
114	ANANTAPUR
115	GUNTUR
116	KADAPA
117	KURNOOL
118	MACHILIPATNAM
119	ONGOLE
120	TIRUPATHI
121	BHIMAVARAM
122	ELURU
123	KAKINADA
124	RAJAHMUNDRY
125	SRIKAKULAM

**55. Annexure - X2- Details of Technical Support Centres****Details of Technical Support Centres**

S.No.	Location of Centre	Complete Address	Contact Person	Contact Nos.	Number of Support engineer at each centre

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

Location & Address of Business Continuity Plan (DC Location)	
Location & Address of Business Continuity Plan (DR Location)	

**56. ANNEXURE-X3 - Undertaking for having Support Centres****UNDERTAKING FOR HAVING SERVICE SUPPORT CENTER IN INDIA BEING THE OEM OF THE OFFERED SOLUTION/SERVICES**

To  
The Assistant General Manager,  
Operations Department,  
Darukhana, Reay Road  
Mumbai - 400010

Sir  
Reg.: RFP FOR SUPPLY, INSTALLATION, IMPLEMENTATION & MAINTENANCE OF AUTOMATED  
TELLER MACHINE (ATM) / CASH DISPENSER (CD)

We hereby undertake the following: -

1. We, M/s\_\_\_\_\_ are the OEM/Service Provider of \_\_\_\_\_ (Name of the product/Solution/Hardware/Service), being offered to Union Bank of India through M/s\_\_\_\_\_ (Bidder's Name), who is our authorized Partner/representative in India for supply of this Product/Solution/Hardware.

2. We confirm that we have Service Support center/Resource Available in all location of India.

3. We have Spare warehouses/Logistic Centers\* in India at following locations:

Sl.No.	Full Address	Contact Person Name	Designation	Contact Number
1				
2				
3				

\*At least details of one Service Support center/one warehouses/Logistic Centers in each state and union territory to be mentioned.

4. We confirm that at location where any Service Support center/one warehouses/Logistic Centers is not available, will provide within 3 months from the date of award of contract to us by the Bank.

5. We have support available across India to attend calls within the TAT specified in SLA.

Date:

Place:

Yours faithfully

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company

**57. Annexure Z - Certificate of Waiver for MSE Firms**

(in Letter head of Chartered Accountant)

**Date:**

**TO WHOMSOEVER IT MAY CONCERN**

This is to certify that M/s. \_\_\_\_\_, having registered office at \_\_\_\_\_ has made an investment of Rs. \_\_\_\_\_/- in \_\_\_\_\_, as per Audited Balance Sheet as on 31.03.2021. Further we certify that the Company is classified under Micro and Small Enterprise (MSE) as per MSME Act 2006 and subsequent government notifications.

We have checked the books of the accounts of the company and certify that the above information is true and correct.

Chartered Accountant Firm Name

Signature

Name

Reg. No

VID No.

