



UCO BANK
Department of Information Technology
Head Office - 2
3 & 4 DD Block, Sector – 1
Salt Lake City
Kolkata - 700064

REQUEST FOR PROPOSAL (RFP)

For

ATM Managed Services

RFP REF NO:DIT/ATM/144/10-11 Date:10-06-2010

The information provided by the bidders in response to this Request For Proposal (RFP) will become the property of UCO Bank and will not be returned. The Bank reserves the right to amend, rescind or reissue this RFP and all amendments will be published on Bank's website and such amendments will be binding upon them. The Bank also reserves its right to accept or reject any or all responses to this RFP without assigning any reason whatsoever.

This document is prepared by UCO Bank for its ATM Managed Services. It should not be reused or copied or used either partially or fully in any form.

Activity	Date
Date of commencement of issue of tender document	10 th June, 2010
Date of closure of issuing tender document	10 th July, 2010 2.30 PM
Queries, if any, to be communicated by the bidders	17 th June, 2010
Last Date and Time for receipt of offers	10 th July, 2010 4.00 PM
Date of opening of technical bid	10 th July, 2010 4.30 PM
Address for Communication / Submission of Bid	The General Manager (IT) UCO Bank, Head Office-2, 5 th Floor 3 & 4 DD Block, Sector – 1, Salt Lake Kolkata - 700064.
Contact Telephone Numbers	Phone: 033- 23587290 Fax : 033- 23595608
E-mail Id	hoatm.calcutta@ucobank.co.in

Note: Bids will be opened in presence of the bidders' representatives who choose to attend. In case the specified date of submission & opening of Bids is declared a holiday for the Bank, the bids will be received up to the specified time on the next working day and will be opened at 4.30 p.m. on the next working day.

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REQUEST FOR PROPOSAL (RFP)

Dated 10 / 06 /2010

ATM MANAGED SERVICES

UCO Bank, Department of Information Technology, Head Office – 2, 3 & 4 DD Block, Sector – 1, Salt Lake City, Kolkata – 700064 is currently maintaining 491 number of ATMs (Automated Teller Machines) across the country out of which 339 no. of ATMs are Onsite and 152 ATMs are Offsite . UCO Bank intends to avail services of a Bidder of repute having proven expertise and competence in the field of ATM Managed Services.

Against the above backdrop UCO Bank invites Request for Proposal (RFP) from bidders having proven past experience and competence in the field of ATM Managed Services in various banks at different locations in India. The Request for Proposal (RFP) is being issued for ATM Managed Services for which the final number of ATMs shall be as per Bank's business requirement. Bidders are required to submit their all inclusive price (quoted price shall be inclusive of taxes, duties, service taxes etc) for the job mentioned above. A complete set of tender document can be obtained from the following address during office hours on all working days on submission of a written application along with a non-refundable fee of Rs.7,500/- (Rupees Seven Thousand Five Hundred Only) in the form of Demand Draft / Pay Order in favour of UCO BANK, payable at Kolkata .

General Manager (IT)
UCO Bank,Head Office-2
3 & 4 DD Block,5th Floor
Sector-I,Salt Lake
Kolkata – 700064
Phone no: 033-23587290
Fax no: 033-23595608
E-Mail:hoatm.calcutta@ucobank.co.in

The tender document may also be downloaded from the bank's official website www.ucobank.com. The bidder downloading the tender document from the website is required to submit a non-refundable fee of Rs.7, 500/- (Rupees Seven Thousand Five Hundred Only) in the form of Demand Draft / Pay Order in favour of UCO BANK, payable at Kolkata , at the time of submission of the technical bid, failing which the bid of the concerned bidder will be rejected.

: Terms and Conditions of the Request for Proposal:

1.INTRODUCTION:

- 1.1 UCO Bank is one of the leading Public Sector Banks in India with over 2100 Branches across the country. The Bank has implemented 100 % Core Banking Solution (CBS) in all its branches. It is also maintaining 491 no. of ATMs across the country out of which 339 no. of ATMs are Onsite and 152 ATMs are Offsite.
- 1.2. The purpose of subject RFP is to define the scope of work and invite Request For Proposals (Technical as well as Commercial) from bidders having proven past experience and competence in the field of ATM Managed Services in various banks at different locations in India

2. SCOPE OF WORK

- 2.1 The activity relating to UCO Bank's ATM Managed Services is to be undertaken at existing ATMs as well as future ATMs at various locations of UCO Bank across India, as decided by the bank from time to time , to perform the following activities :

- i. Cash Management
- ii. First Level Maintenance Services (FLM) / Second Level Maintenance Services (SLM)
- iii. House Keeping Services
- iv. Guard Services

Details of activities to be performed under each of the above mentioned broad activity heads are mentioned in Annexure –I enclosed along with this Request For Proposal (RFP). Apart from meeting eligibility criteria, bidders will have to perform all activities as listed in Annexure-I. Deviations are not admissible. Bank reserve the right to avail any one or the combination of the above mentioned services depending upon the business requirement of the bank. It will be binding on the bidders to provide any one or combination of the services at the rate quoted in annexure-VI, commercial template.

Note : In case bank decides to avail only Guard Services at selected on-site ATMs after business hours /holidays then the payment will be made proportionately .

Note :

FLM – Calls for First Level Maintenance (FLM) placed by the ATM Cell/Bank's Branches /Central Help Desk to bidder's Help Desk /representative(s). Bidder will process the call internally as appropriate, to ensure that the Bank's service levels are ensured. The turnaround time (TAT) for attending the FLM calls shall be 60 minutes from the time problem is reported. Detail scope of work under FLM is mentioned in annexure-I.

SLM -- Co-ordinating with Bank/ATM vendor / Switch in case of faults detected during FLM calls or calls not failing under FLM .If an SLM call is placed with another vendor , the bidder will ensure that their authorized representative wait at the ATM site until the time the SLM vendor service personnel repair the fault and then report /confirm to the Bank Help Desk/ ATM cell.

3. ELIGIBILITY CRITERIA FOR THE BIDDER:

1. The Bidder submitting the offer should be having a turnover of Rs 10 Crores & above per year during last three years i.e. 2007-2008(audited), 2008-2009(audited) and 2009-2010(audited/unaudited). This must be individual (not parent company) company's turnover and not of any group of companies. Copies of the last three financial years' balance sheets should be submitted along with the offer.
2. The bidder should be in the business of ATM Managed Services in India for a minimum of last two years.

3. The Bidder should have experience in undertaking the activity of ATM Managed Services in India for at least 500 numbers of ATMs of PSU/NON-PSU banks for a minimum period of one year.
4. The bidder should not have been blacklisted by any Govt./Govt. Agency/Bank(s)/Financial Institutions in India in the past. The bidder has to submit an undertaking to this effect in their Company's Letter Head.

The Bidder must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made. UCO Bank reserves the right to verify /evaluate the claims made by the bidder independently. Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the bidder.

4. CONTRACT PERIOD

The contract period for ATM Managed Services will be for a period of **Two Years** from the date of Agreement. The selected bidder must undertake to pass on the benefit of subsequent reduction in rate of taxes, duties payable to govt. exchequer in this connection, to UCO Bank. The selected bidder must execute a **Service Level Agreement (SLA)** with UCO Bank for this purpose. However, UCO Bank reserves the right to terminate the agreement /contract at its sole discretion by giving ONE month's notice. Any offer falling short of the contract validity period (Two Years from the date of Agreement) is liable for rejection. In addition to the cancellation of SLA, UCO Bank reserves the right to forfeit/invoke the Performance Guarantee/Security submitted to UCO Bank by the Bidder as well as blacklisting the Bidder.

5. ORDER CANCELLATION (TERMINATION) :

UCO Bank reserves the right to cancel the order(s) in the event of one or more of the following circumstances:

- Non compliance of the scope of the job.
- Repetitive failure of the deployed personnel to perform the job to the satisfaction of the bank.
- Breach of any of the terms and conditions of the Purchase Order by the Bidder.
- If the Bidder goes into liquidation voluntarily or otherwise.
- The selected bidder commits a breach of any of the terms and conditions of the bid.
- An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- The progress regarding execution of the order accepted, made by the selected bidder is found to be unsatisfactory.
- If deductions on account of liquidated damages exceeds more than 10% of the total contract price.
- After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, UCO Bank reserves the right to get the balance contract executed by any bidder of its choice by giving one month's notice for the same to the Bidder. In this event, the selected bidder shall be bound to make good additional expenditure, which UCO Bank may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.
- UCO BANK reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking the bank guarantee under this contract.

In addition to the cancellation of purchase order, UCO Bank also reserves the right to forfeit/invoke the Performance Guarantee/Security submitted to UCO Bank by the Bidder as well as blacklisting the Bidder.

6. TWO BID SYSTEMS:

UCO Bank would follow Two Bid System bidding process i.e. (1) Technical Bid – containing Technical Information (IN TWO COPIES) & (2) Commercial Bid - containing Price Information (IN TWO COPIES). Evaluation of Technical bids will be completed first. Commercial Bids of the bidders qualifying in Technical Bid Evaluation would only be opened.

Separate Technical and Commercial Bids in duplicate (One Original & One Copy) duly sealed and superscribed “**Tender Proposal for ATM Managed Services of UCO Bank – Technical Bid**” and “**Tender Proposal for ATM Managed Services of UCO Bank – Commercial Bid**” shall be submitted as per bid details given in the RFP. Sealed separate envelopes carrying Technical Bid and Commercial Bid should be put in a Single Sealed envelope/outer cover and submitted at the address mentioned below on or before **10th July ‘2010 latest by 4 P.M. :**

**The General Manager (IT)
UCO Bank, Head Office-2,
Department of Information Technology
5th Floor, 3 & 4 DD Block, Sector – 1,
Salt Lake, Kolkata – 700 064.**

The Bid (IN TWO COPIES) should reach the Bank at the above address up to the date and time mentioned in page 2 of this document, along with cost of RFP i.e. **Rs.7,500/- (Rupees Seven thousand five hundred only)** by Pay order/ Demand Draft issued by scheduled commercial bank in favour of UCO Bank payable at Kolkata. The Bid should preferably be dropped in the **Tender Box of Department of Information Technology (DIT)** placed at its office at **5th Floor.**

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

The Bidders are advised to examine all instructions, terms & conditions and technical specifications carefully and furnish required information unambiguously. Any offer not submitted in the prescribed formats or incomplete in desired detailed information is liable for rejection. UCO Bank is not responsible for non-receipt of offers within the specified date and time due to any reason including postal holidays or delays.

The **Technical Bid** should be completed in all respect and must contain all information asked for, **except prices**. The suggested format for submission of Technical RFP is as follows, which should be scrupulously followed and paginated in the order mentioned below:

- Index
- Covering letter as per Annexure II
- Format for technical bid – Annexure III
- Bidder’s response to technical criteria –Annexure IV
- Compliance sheet – Annexure V
- **Cost of RFP Rs. 7,500/-** (in the form of DD/Pay Order drawn in favour of UCO Bank, payable at Kolkata).
- **EMD for Rs.3,75,000/-** (In the form of DD/Pay Order drawn in favour of UCO Bank, payable at Kolkata).

7. CLARIFICATIONS AND AMENDMENTS TO RFP DOCUMENT

Prospective bidders may seek clarification on the RFP document by letter/fax/e-mail till 17th June 2010 at the address mentioned in page 2 of the RFP document. Further, at least 7 days prior to the last date for submission of bid, the Bank may, for any reason, whether at its own initiative or in response to clarifications sought from prospective bidders, modify the RFP terms and conditions by amendment. Clarification/Amendment, if any, will be notified on Bank's website i.e. www.ucobank.com. All prospective bidders should be vigilant in respect of incorporation of amendments if any, and visit bank's website regularly before submission of final proposal. The amendment(s) will be binding upon them.

8. DEADLINE FOR SUBMISSION OF BIDS

Bids must be received by the Bank at the address specified in the Bid Document not later than the specified date and time as specified in the Bid Document. In the event of the specified date of submission of bids being declared a holiday for the Bank, the bids will be received up to the scheduled time on next working day.

The Bank may, at its discretion, extend this deadline for submission of bids by amending the bid documents in which case all rights and obligations of the Bank and bidders previously subject to the deadline will thereafter be subject to the deadline extended.

9. LATE BIDS

Any bid received by the Bank after the deadline (Date and Specified Time) for submission of bids will be rejected and/or returned unopened to the Bidder.

10. EARNEST MONEY DEPOSIT :

The Bidder(s) must submit Earnest Money Deposit in the form of Demand Draft/Pay Order issued by scheduled commercial bank in favour of UCO Bank payable at Kolkata for an amount mentioned hereunder:

Particulars of Job to be undertaken	EMD
Maintenance of ATMs	Rs. 3.75 lac

Non-submission of Earnest Money Deposit will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned to them on completion of the procurement process. The EMD of successful bidder(s) will be returned on submission of Security Deposit.

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

- a. If the bidder withdraws its bid during the period of bid validity (180 days from the date of opening of bid).
- b. If the bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or
- c) In case of the successful bidder, if the bidder fails:
 - To sign the contract in the form and manner to the satisfaction of UCO Bank
 - To furnish performance security in the form and manner to the satisfaction of UCO Bank.

11. PERIOD OF BID VALIDITY

Bids shall remain valid for 180 (One Hundred eighty) days after the date of bid opening prescribed by UCO Bank. UCO Bank reserves the rights to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence. In exceptional circumstances, UCO BANK may solicit the Bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The Bid Security provided shall also be suitably extended. A bidder acceding to the request will neither be required nor be permitted to modify its bid. A bidder may refuse the request without forfeiting its bid security. In any case the bid security of the bidders will be returned after completion of the process.

12. ERASURES OR ALTERATIONS:

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

13. PRELIMINARY SCRUTINY:

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

14. BIDDING DOCUMENT

The bidder is expected to examine all instructions, forms, Terms and Conditions and technical specifications in the Bidding Document. Submission of a bid not responsive / non-compliant to the terms / conditions of Bidding Document in every respect will be at the bidder's risk and may result in rejection of the bid without any reference to the bidder.

15. BID OPENING AND EVALUATION

Technical offer will be opened on 10th July, 2010 4.30 P.M. in the presence of the bidders who choose to attend on the said date and time. The bank will evaluate the technical response to the RFP of the bidders who are found eligible as per the eligibility criteria mentioned in the RFP. Commercial Bids of only technically qualified bidders will be opened in the presence of the technically qualified bidder's representatives on date and time to be communicated to the qualified bidders .

16. TECHNICAL EVALUATION:

The Bank's evaluation of the technical bids will take into account the following factors and based on such evaluation, technically qualified bidders will be short-listed:

1. Submission of compliance sheet – Annexure V
2. Compliance of scope of work -- Annexure IV

17. COMMERCIAL EVALUATION

Commercial Bids of bidders, who qualify in technical evaluation, will be considered for participation in Price Bidding. **Detailed Criteria for evaluation of Commercial Bid** is furnished in Annexure VI . After opening Commercial Offers of the short-listed Bidders, if any discrepancy is noticed between words and figures, the amount indicated in words shall prevail.

18. VERIFICATION:

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

19. NO COMMITMENT TO ACCEPT LOWEST OR ANY BID:

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

20. FIDELITY & SECRECY :

The bidder and its employees/personnel will strictly and individually undertake not to communicate or allow to be communicated to any person or divulge in any way any information relating to the process of ATM Managed Services and all information whatsoever concerning or relating to the Bank/concerned Branch and its affairs to which the said employees/personnel will have access in the course of performance of the contract. The bidder shall be responsible for the following insurance coverage :

- Fidelity Insurance Policy for the personal of the bidder carrying cash.
- Employee accidental policy
- Mediclaim for its employee
- Vehicle Insurance

The bidder shall be responsible for Cash losses/shortages/discrepancies due to act of dishonesty, fraud, misappropriation, embezzlement of cash by its employee(s). Under such circumstances bidder will have to make up entire loss incurred by the Bank.

Secure recruitment procedures must be adopted with police clearance for all personnel's engaged for cash management services, guard services and house keeping services etc. Identity cards duly attested by authorized officials of the bidder must be issued for all staff attending cash management Calls.

21 .CLEAN NOTE POLICY

Bank has adopted clean note policy as per RBI directives i.e. the note packets are not stapled or stitched and instead sorted and banded horizontally. As such while receiving the cash the Successful Bidder would count the currency notes and scan the same to ensure that there is no fake currency note in the packet in the bank's premises itself. Bidder should ensure correctness, genuineness of the cash and shall take the ATM fit currency notes to its possession. Once the note packets are taken out of Bank's premises the Bidder would be responsible for shortage and fake currency if any, noticed subsequently.

22 .PERFORMANCE GUARANTEE:

The successful bidder in respect of technical bid as well as commercial bid will, within 15 days of receiving the Contract, have to furnish a Bank Guarantee issued by a scheduled commercial bank in India in favour of UCO Bank, for an amount of **Rs.18.75 lac** for a period of Two Years. However, the purchase order/s will be released in stages.

The Bank Guarantee shall act as a security deposit and either in case the bidder is unable to undertake maintenance job of ATMs as per Bank's requirements the Bank shall have the right to invoke the Performance Bank Guarantee.

Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the bidder is not able to meet the conditions of the Contract, within the stipulated time. This will be independent of the penalties on the Service Level Agreement.

23 INDEMNITY

The bidder shall indemnify the Bank and be liable for any loss incurred by the bank due to improper functioning of their employees / personnel while implementing maintenance job for ATMs. The total liability of the bidder for such loss shall depend upon the nature and amount of loss incurred by the bank due to improper functioning of their employees / personnel while undertaking maintenance of ATMs .

24 COST OF BIDDING

The bidder shall bear all costs associated with preparation and submission of the bid and Bank will in no case be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.

25 AUTHORISED SIGNATORY

The selected bidder shall indicate the authorized signatories who can discuss and correspond with UCO Bank, with regard to the obligations under the contract. **The selected bidder shall submit at the time of signing the contract (Service Level Agreement) a certified copy of the resolution of their board, authenticated by the company secretary, authorizing an official or officials of the bidder to discuss, sign agreements/contracts with UCO BANK, raise invoice and accept payments and also to correspond.** The bidder shall provide proof of signature identification for the above purposes as required by UCO Bank.

26 PAYMENT TERMS

Bills raised by the Bidder would be payable by the respective Zonal Offices of the Bank on receipt of advice/confirmation/satisfactory services rendered certificate from the concerned Branch(es) under their jurisdiction. Payment will be effective from the date, the Bidder takes over the maintenance job of the ATM. The bills pertaining to each month, for all services rendered during each month, shall be submitted to the respective zonal office of the bank within 20 days of the succeeding month. While submitting bills, the Bidder has to submit photocopies of the receipt of wages duly acknowledged by his employees (***) engaged in UCO Bank's ATM Managed Service activity.

***** NOTE**

“ The bidder should ensure payment of minimum wages to their employees who are engaged in Bank’s establishment/ATM sites in consonance with the rules prescribed by Central Govt. from time to time. The duty hour of the employee should also be in conformity with the Central Govt. minimum wages act. A declaration to this effect has to be submitted by the bidder while responding to this RFP” .

27 PENALTY:

- The Bidder shall perform its obligations under the respective work order and the agreement entered into with the Bank, in a professional manner.
- If any act or failure by the bidder under the respective work order/agreement results in ATM failure or inoperability and if the Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
- Bank may impose a penalty of 25% of the amount payable towards FLM per month for failure of the bidder reaching the site within the turnaround time for an FLM call and not taking proper steps in case of a Second Level Maintenance (SLM- Branch induced call for ATM Managed Services) call.
- Bank may impose a penalty of 10% of the amount equivalent to charges payable by the Bank for that ATM for one month for cash replenishments services in case of “ATM cash out” (ATM not working due to non-availability of cash in their cassettes which can be attributed to the delay of the bidder in replenishing cash.)
- Bank may impose penalty to the extent of FLM/SLM call charges plus penalty as mentioned above in case ATM is found to be not functioning properly after cash replenishment or service under FLM.
- Bank may impose penalty to the extent of FLM/SLM call charges as mentioned above in case ATM is found to be left in the Supervisory Maintenance mode after cash replenishment or FLM/SLM call.
- Bank may impose penalty to the extent of damage to ATM or any other equipment, if the damage was due to the actions directly attributable to the staff of Bidder.
- The Bank shall implement all penalty clauses after giving due notice to the bidder.
- The Branch/Bank shall provide ATM fit currency notes to the Bidder, for ATM cash replenishment, on time. The waiting period at the Bank/Branch premises for ATM FIT notes shall be not more than 30-45 Minutes.
- If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.

28 DISPUTE RESOLUTION MECHANISM

The Bidder and the Bank shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

- a. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- b. The matter will be referred for negotiation between General Manager (IT) of UCO Bank/Purchaser and the Authorised Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing.

The arbitrators shall hold their sittings at Kolkata. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Kolkata alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

29 JURISDICTION :

The jurisdiction of the courts shall be Kolkata.

30 NOTICES

Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by registered post or courier.

Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post then on expiry of seven days from the date of posting.

31. CANCELLATION OF TENDER PROCESS :

UCO Bank reserves the right to cancel the tender process partly or fully at its sole discretion at any stage without assigning any reason to any of the participating bidders.

32. PUBLICITY:

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

33. FORCE MAJEURE :

The bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination of contract for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond control of the Bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, fires, floods and freight embargoes. If a Force Majeure situation arises, the Bidder shall promptly notify UCO Bank in writing of such conditions and the cause thereof within 15 (fifteen) calendar days. Unless otherwise directed by UCO Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of one month, UCO Bank and the bidder shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding the above, decision of UCO Bank shall be final and binding upon the bidder.

DETAILED SCOPE OF WORK

CASH MANAGEMENT SERVICES

Sl.No.	Description
1	Periodicity of replenishment of ATM's will be 8 times a week at an average
2	Replenishment service must be available for 24 X 7 X 365
3	Own storage & vaulting facility available for cash withdrawn from Bank/ Branch for ATM replenishing purpose.
4	Mode of transport must be through armored/ secure vehicle
5	Ensuring no "Cash – out" situation for all ATMs
6	Pick and delivery of deposit envelopes and cheques that are deposited in ATMs to respective branches.
7	Depositing of cash taken out from ATM at specified branch after making each packet 100 notes and bundle of 10 packets.(presently depository modules are not implemented in our ATMs. So, this is a future requirement)
8	Submission of reports relating to admin operations,EOD/BOD, cash replenishment, cash in ATM, reject bin details, physical Journal prints etc.
9	Overnight vaulting, if required

DETAILED SCOPE OF WORK

Annexure I (page 2/4)

FLM AND SLM SERVICES

Sl.No.	Description
1	Currency Jam
2	Dispenser Failure
3	Cassette Failures
4	Purge Bin Overflow
5	Journal Roll Failure
6	Journal Printer Jam
7	Storage of Journal printer rolls
8	Journal Roll paper placement
9	Customer receipt Failure
10	Storage of receipt Printer Rolls
11	Receipt Printer paper replacement
12	Receipt Printer Jam
13	Card Reader Cleaning once a month
14	Card Jam Failure
15	Replacement of all ribbon as required
16	Conduct periodic testing of ATM Modules like dispense test etc once a month
17	Changing/ Replacing of posters, brochures and forms at ATM once a month
18	Performing EOD at the ATM with ATM Cash Balancing
19	Checking of ATM connectivity On/ Off – line
20	Reporting the Electric/UPS Power ,Air conditioner, Access lock related issues if any , to the base Branch
21	Checking Fire Extinguisher in ATM Back Room
22	Checking DVR Camera Functioning
23	Co-ordinating with Bank/ATM vendor / Switch in case of faults detected during FLM calls

Note :Point no:1 to 22 will be treated as FLM services and point no:23 will form the SLM.

DETAILED SCOPE OF WORK

Annexure I (page 3/4)

HOUSE KEEPING SERVICES

Sl.No.	Services (Daily activity)
1	Regular Cleaning, dusting of ATM machines including ATM Screen
2	Cleaning, dusting of Door and other glass fixtures
3	Cleaning of main signage board and other ATM Signage from inside and outside
4	Fascia light cleaning & dusting
5	Back room – cleaning
6	Ensuring of all electrical fittings in proper condition
7	Air – conditioner, UPS, Modem – other electrical supplies – cleaning & dusting
8	Check on the working of lights & Air conditioner – cooling , UPS
9	Furniture & Fixtures – dusting
10	Floor cleaning using anti – bacterial fluid, pest control treatment
11	Sweeping & dusting of floors and immediate exterior areas
12	Watering plants if present
13	Dusting on walls, doors etc
14	Providing room fresheners
15	Reporting major faults in the site to bank
16	Checking ATM Center Door swipe Lock
17	Clean Waste Paper Basket
18	Over all up keep and maintain the hygiene of the site

DETAILED SCOPE OF WORK

Annexure I (page 4/4)

GUARD SERVICES

Sl.No.	Service
1	24 X 7 Guarding of ATM Site, ATM and other accessories
2	Trained guards for handling of equipments at site, fault reporting
3	Helping / guiding the users in respect to the features of the ATM
4	Reporting site related defects and malfunctions of equipments and fixtures
5	Maintaining proper registers for any vendor calls on site
6	Maintaining proper registers for attendance
7	Maintaining proper registers for customer complaints
8	Maintaining proper dress code and decorum at ATM Site
9	Courtesy wishing to customers before entering/ leaving the ATM room
10	Handling the customer influx
11	Capturing the customer database (if required so)
12	Provide product brochures in the respective pocket as and when exhausted
13	Helping the enquiry officers as and when required.
14	Real Time reporting to the local police / concerned officers at the time of any mishaps noticed by the Guard.

Both DDs are issued in favour of UCO Bank by..... Bank,.....Branch payable at Kolkata.

Dated this ____ day of _____ 2010

Signature: _____

(In the Capacity of :) _____

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

Format for submitting Technical Bid for UCO Bank's ATM Managed Services**A. Profile of Bidder**

1. Name of bidder:
2. Location
 Regd. Office:

 Controlling Office:
3. Constitution
4. Date of incorporation & Date of Commencement of business:
5. Major change in Management in last three years
6. Names of Banker / s

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

	2007-08	2008-09	2009-10
Paid up capital			
Tangible Net Worth (excluding revaluation reserve)			
Total Outside Liabilities/Tangible Net Worth			
Net Sales of the Company as a whole.			
Out of the above Net Sales, Net Sales from services			
Gross Profit			
Net Profit (Profit After Tax)			
Summary of Financial Position and working results			
Growth in Operations (%)			
Growth in profitability (%)			

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

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

Details of Experience in ATM Managed Services

(i)

PSU			
Name of Bank	No. of ATMs	Period	
		From	To

(ii)

Non-PSU			
Name of Bank	No. of ATMs	Period	
		From	To

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

Place.

Date.

AUTHORISED SIGNATORY

Name :

Designation.

CASH MANAGEMENT SERVICES

Sl.No.	Description	Compliance (Yes/No)
1	Periodicity of replenishment of ATM's will be 8 times a week at an average	
2	Replenishment service must be available for 24 X 7 X 365	
3	Own storage & vaulting facility available for cash withdrawn from Bank/ Branch for ATM replenishing purpose.	
4	Mode of transport must be through armoured/ secure vehicle	
5	Ensuring no "Cash – out" situation for all ATMs	
6	Pick and delivery of deposit envelopes and cheques that are deposited in ATMs to respective branches.	
7	Depositing of cash taken out from ATM at specified branch after making each packet 100 notes and bundle of 10 packets.(presently depository modules are not implemented in our ATMs. So, this is a future requirement)	
8	Submission of reports relating to admin operations,EOD/BOD, cash replenishment, cash in ATM, reject bin details, physical Journal prints etc.	
9	Overnight vaulting, if required	

FLM AND SLM SERVICES

Sl.No.	Description	Compliance (Yes/No)
1	Currency Jam	
2	Dispenser Failure	
3	Cassette Failures	
4	Purge Bin Overflow	
5	Journal Roll Failure	
6	Journal Printer Jam	
7	Storage of Journal printer rolls	
8	Journal Roll paper placement	
9	Customer receipt Failure	
10	Storage of receipt Printer Rolls	
11	Receipt Printer paper replacement	
12	Receipt Printer Jam	
13	Card Reader Cleaning once a month	
14	Card Jam Failure	
15	Replacement of all ribbon as required	
16	Conduct periodic testing of ATM Modules like dispense test etc once a month	
17	Changing/ Replacing of posters, brochures and forms at ATM once a month	
18	Performing EOD at the ATM with ATM Cash Balancing	
19	Checking of ATM connectivity On/ Off – line	
20	Reporting the Electric/UPS Power ,Air conditioner, Access lock related issues if any , to the base Branch	
21	Checking Fire Extinguisher in ATM Back Room	
22	Checking DVR Camera Functioning	
23	Co-ordinating with Bank/ ATM vendor / Switch in case of faults detected during FLM calls	

HOUSE KEEPING SERVICES

Sl.No.	Service (Daily Activity)	Compliance (Yes/No)
1	Regular Cleaning, dusting of ATM machines including ATM Screen	
2	Cleaning, dusting of Door and other glass fixtures	
3	Cleaning of main signage board and other ATM Signage from inside and outside	
4	Fascia light cleaning & dusting	
5	Back room – cleaning	
6	Ensuring of all electrical fittings in proper condition	
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GUARD SERVICES

Sl.No.	Service	Compliance (Yes/No)
1	24 X 7 Guarding of ATM Site, ATM and other accessories	
2	Trained guards for handling of equipments at site, fault reporting	
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10	Handling the customer influx	
11	Capturing the customer database (if required so)	
12	Provide product brochures in the respective pocket as and when exhausted	
13	Helping the enquiry officers as and when required.	
14	Real Time reporting to the local police / concerned officers at the time of any mishaps noticed by him	

ANNEXURE – V

COMPLIANCE SHEET

DECLARATION

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP Ref No. DIT/ATM/144/10-11 dated 10-06-2010 including all annexure, addendum, corrigendum and amendments, if any. We certify that the services offered by us conforms to all the Scope of Work stipulated in Annexure I.

Authorised Signatory:

Seal

Date:

Place:

Format of Commercial Bid for UCO Bank's ATM Managed Services**Name of Bidder****Address with Contact Nos.**

#	Service Description	Cost (INR Per ATM Per Month)
A	Cash Management	
B	FLM AND SLM Services	
C	House Keeping Services	
D	Guard Services	
Total Cost		

Date.**Authorised Signatory****Name :****Designation.****(Please put official stamp)**