



**IT DEPARTMENT, HEAD OFFICE, GANDAMUNDA, KHANDAGIRI, BHUBANESWAR, 751030**

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**RFP OGB/ITD/ATM/CRM/002/2019:** REQUEST FOR PROPOSAL FOR THE SUPPLY, INSTALLATION AND MAINTENANCE OF ATM MACHINE /CASH RECYCLER MACHINE (CRM), UPS SYSTEM, SECURITY SYSTEM AND EARTHING.

#### **Disclaimer**

The information contained in this Request for Proposal (RFP) document or information provided subsequently to Bidder or applicants whether verbally or in documentary form by or on behalf of Odisha Gramya Bank (OGB), is provided to the Bidder on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation by OGB to any parties other than the applicants who are qualified to submit the Bids ("Bidders"). The purpose of this RFP document is to provide Bidder with information to assist the formulation of their Proposals. This RFP document does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice. OGB 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 document. OGB may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

Note: Bids will be opened in the presence of the Bidders authorized representatives who choose to attend Bid opening meeting.

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## Abbreviations and Acronyms

The following abbreviations and acronyms defined in this RFP are as under

BG	Bank Guarantee
DC	Data Centre
EMD	Earnest Money Deposit
IPR	Intellectual Property Rights
OGB	Odisha Gramya Bank
OEM	Original Equipment Manufacturer
RFP	Request for Proposal
PBG	Performance Bank Guarantee
SLA	Service Level Agreement
SB-	SELECTED BIDDER
ATM	AUTOMATED TAILOR MACHINE
CRM	CASH RECYCLER MACHINE
CD	CASH DISPENSOR (In this RFP, ATM & CD has been used interchangeably.)

Hardware (H/W): The term hardware used for all the Hardware and equipment (devices) supplied in this RFP.

## INTRODUCTION

Odisha Gramya Bank invites Tender for Supply, Installation, Commissioning and Maintenance ATM / CRM, UPS, Security System and earthing as per Annexure- G of this RFP for 50 sites. Maintenance of all the hardware, equipment and site will be as per clause No1.7 of RFP. The total contract period of RFP shall be 7 years. Bank at its' sole discretion may extend the contract period for 2 years more after the after completion of 5 years.

**Project specific terms and conditions, General terms and conditions and Annexure relating to this RFP are furnished here under.**

## SECTION-1. PROJECT SPECIFIC TERMS & CONDITIONS:

### 1.1. SCHEDULE OF BIDDING PROCESS:

S. No	Description of Information/ Requirement	Information / Requirement
1.	Tender Reference Number	RFP OGB/ITD/ATM/CRM/002/2019
2.	Date of Issue of RFP	05-08-2019
3.	Last date for receipt of queries, if any.	12-08-2019
4.	Pre Bid Meeting	13-08-2019
5.	Last Date and Time for Submission of bids along with supporting documents along with BG/DD ,EMD etc.	19-09-2019 , 6PM
6.	Date, Time and venue for opening the Technical bid.	20-09-2019 , 11 AM
7	Date, Time and venue for opening the Commercial bid.	Will be intimated to technically short-listed bidders.
8.	Bid Submission Mode.	Through Manual Tendering process
9.	Address for Communication / Submission of Bids	General Manager, Information Technology Dept, Odisha Gramya Bank, Head Office,Bhubaneswar-751030
10.	Contact officials for any clarification	Mr. B K Patra , GM ITD, 0674-2353038 Mr. S K BASA, Sr. Manager ,ITD 0674-2353025 Mr. A K Khandai , Manager ,ITD 0674-2353023
11.	Contact e-mail ID	atm@odishabank.in ,itd@odishabank.in

### 1.2. COST OF BID DOCUMENT & EARNEST MONEY DEPOSIT (EMD) / BANK GUARANTEE IN LIEU OF EMD:

S. No.	Description	Amount in INR
1.	Cost of Bid document	10,000/- (Ten Thousands only)
2.	EMD/ Bank Guarantee in lieu of EMD	10,00,000/- (Ten Lakhs Only)

This RFP document is available at our Bank's website, [www.odishabank.in](http://www.odishabank.in) and can be downloaded from the website.

#### ISSUED BY:

General Manager  
IT Department, Head Office, Gandamunda, Bhubaneswar-751030

### 1.3 BIDDER'S QUALIFICATION CRITERIA:

The bidder shall furnish relevant documents / self-declaration supporting the eligibility/ qualification criteria along with the technical bid with a self-certified check list for submission of required documents as per Annexure

D.

Note: The CDs/CRMs will be installed in our service area in Odisha including rural branches of 13 districts in Odisha State viz., Angul, Balasore, Bhadrak, Cuttack, Dhenkanal, Jajpur, Jagatsinghpur, Kendrapada, Keonjhar, Khurda, Mayurbhanj, Nayagarh and Puri.

The bidder needs to comply with all the eligibility criteria mentioned in the Annexure D to be evaluated for technical evaluation. Non-compliance to any of these criteria would result in outright rejection of the bidder's proposal. The Bidder should enclose proof in support of all eligibility criteria while submitting the Bid Proposal, failing which, the Bid Proposal will not be considered for further evaluation. There is no restriction on the number of credentials a bidder can provide, however all credential letters should be appropriately bound, labeled and segregated in the respective areas.

#### 1.4 PRE-DISPATCH INSPECTION, DELIVERY & DELAYS IN THE BIDDER'S PERFORMANCE

##### Pre-Dispatch Inspection:

The Successful Bidder should arrange for Pre-dispatch Inspection of the ATMS/ CRMs system to enable the Bank or its agents/ auditors entrusted with the job of verification of the ATMs/CDs/CRMs, to inspect and get certified. Bank reserves the right to get other equipment like UPS & AC Units inspected on random basis. Pre-dispatch inspection of ATMS/ CRMs will be done at factory or other locations within India / abroad by a team of officers (minimum 3 numbers) from the Bank. All costs including travel, stay, Food related to pre-dispatch inspection, loading of software related to pre-dispatch, if any will be to the successful bidder's account. The cost for the same must be factored accordingly.

The Successful Bidder shall assist the inspecting officials in the verification of the ATMs/CRMs. In case any defect is found in the ATMS/ CRMs, or if any discrepancy is found during such inspection, Bank shall not certify the ATMS/ CRMs for dispatch. In such case, the successful bidder shall be liable for replacement of such defective parts and intimate the Bank for re-inspection of the ATMs/ CRMs. In case, Bank found any fault, defect or deviation from the RFP specification, then Bidder need to comply the suggestion given by Bank officials. All costs including travel, stay related to pre-dispatch inspection, loading of software related to pre-dispatch, if any will be to the successful bidder's account. Successful bidder should provide prior intimation of at least 7 days period for such Pre-dispatch inspection.

**The vendors will have to get pre delivery inspections of ATMs/CRMs as per the delivery instructions from Odisha Gramya Bank, Bhubaneswar at the vendor's cost.**

##### Delivery:

Delivery must be initiated, once the Work order for any particular site is issued. Mail communication containing the complete site details or any communication in the letter head maybe considered as work order.

- a) Bidder should do needful to complete the Delivery of ATM/CRM security system and earthing as per the below schedule:
  - (i) Within 3 weeks from the date of issuance of work order in case the site is Urban and Semi Urban
  - (ii) Within 4 weeks from the date of issuance of work order in case the site is in rural area.
- b) All the hardware should be delivered to various locations within 4 (Three) weeks from the date of acceptance of the Purchase Order (including pre-dispatch inspection process). The address of location for delivery of

Hardware will be advised through Mail or work orders. The bidder should take care of any permits (e.g. Inter-state /Intra-state transportation) formalities during the transit of the Hardware. Bank will not be responsible for any delay in delivery due to such permits/formalities. UPS, Hardware for all the Security Systems, and other materials as applicable should be delivered and installed within stipulated time period from the date of acceptance of purchase order.

- c) If, at any time during performance of the Contract, the Bidder or its subcontractor(s) should encounter conditions impeding timely delivery of the hardware and performance of Services, the Bidder shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Bidder's notice, the Bank shall evaluate the situation and may at its discretion extend the Bidder's time for performance against suitable extension of the performance guarantee for delivery.
- f) Delivery for the above purpose is deemed to be completed only when all the items specified in the Purchase Order are completely delivered and date of delivery is the date on which the last item is delivered. If this delivery schedule is not maintained, a penalty of one half percent (0.5%) of (Cost of Hardware, (location wise) for each week or part thereof of the delay subject to a maximum penalty not exceeding five percent (5 %) of the Hardware cost as applicable (location wise) will be levied from the expiry of due date i.e. from 5 weeks (of acceptance of Purchase Order).
- g) Failure of the successful bidder to comply with the above delivery schedule, as stipulated in clause 1.4 (D), (E) & (F) shall constitute sufficient grounds for the annulment of the award of contract and invocation of bank guarantee (delivery). In such an event the Bank will call for fresh bids and blacklist the bidder for period of one year at least.

## 1.5 INSTALLATION & OPERATIONALISATION – SCOPE OF WORK

### REQUIREMENT OF ATM SITES:

**Bank has following requirements for ATM or CRM sites all over the command area of Bank. However, Bank reserves the right to increase / decrease the quantity based on the actual requirements of the Bank.**

Odisha Gramya Bank envisages installing 40 Nos. of ATM sites and 10 CRM sites i.e. total 50 sites. The bidder is required to supply, install, commission and provide ongoing onsite maintenance support over the tenure of the contract. All the terms and conditions mentioned in the RFP is valid for complete project life period. Bidder is required to undertake installation and maintenance of all the equipment/ hardware related to security system. The security system includes 4 CCTV cameras, Burglar Alarm system, DVSS and monitor for the external CCTV. Bidder should supply and install UPS and Battery as per the Annexure-G. Bidder is required to provide maintenance and support for all equipment and Hardware (including batteries) as per clause 1.7 of RFP.

### Scope Overview:

The broad scope of the RFP is given below:

Supply, install, commission and ongoing maintenance of all the Hardware and electrical work as per the specification listed in **Annexure-G**.

The Contract duration is for a period of 5 years. The bidder is required to onsite warranty for all equipment



supplied by the bidder as per the clause No 1.7 of RFP.

**The selected bidder is required to undertake all the works mentioned in the RFP document:**

**a. Delivery and Site Preparation:**

- i. Bidder need to provide one single point of contact (SPOC) for the implementation and maintenance of this project throughout the project period.
- ii. The bidder has to coordinate with the Regional office, the branch and complete all site preparation and other preliminary works viz earthing and any other work related for installation, commission and maintenance of this project etc. During installation Bidder shall ensure that the bank's work is not interrupted.
- iii. The Bidder shall undertake to ensure that the site is ready as per the requirements before delivery and installation of Hardware. Accordingly bidder should make arrangement for delivery, unpacking, inspection etc. with no additional cost to the bank.
- iv. The bidder is responsible for supply and delivery, transportation, transit insurance, storage and installation, insurance up to acceptance by the bank, installation and commissioning of CDs/CRMs /hardware at sites including integration, acceptance testing, documentation, warranty, annual maintenance.
- v. Any delay in installation of CDs/CRMs and other equipment for any reasons from bidder side should not entail in expiry of insurance and the same should be continued to be extended up to the date of delivery at the destination address as given by Bank.
- vi. The bidder shall be responsible for installation and commissioning of CDs/CRMs and other equipment including cabling and other related activities such as unpacking, uncarting, inspection etc.
- vii. During the installation the bidder shall check physical availability of items as per the packing list. If any of the items are not delivered/not as per the specification/ are damaged etc., the bidder or their engineer/s at the site shall take immediate steps and ensure all the items are delivered so that the installation is not hampered. Bidder should ensure that used / old / 2<sup>nd</sup> hand hardware have not been supplied and installed at ATM / CRM site.
- viii. The Bidder shall have to arrange for all testing equipment and tools required for installation, maintenance, and also arrange the vehicle for transport at no additional cost to the Bank
- viii. All the cabling done for the CDs/CRMs shall be neat and structured. The bidder shall document the cabling path along with the equipment. Copy of the cabling diagram should be made available to the branch. Power and telecommunications cabling carrying data or supporting services should be protected from interception or damage. Vendor should follow stringent guidelines and best industry practices to protect the system from unauthorized access and wire tapping
- ix. The bidder shall provide required technical assistance for connecting CDs/CRMs to DR switch as and when the bank requires
- x. The bidder shall ensure that proper line condition exists before connecting CDs/CRMs. The bidder shall coordinate with the Bank's vendor for configuring the ports for connecting CDs/CRMs as per the IP addressing scheme of the bank
- xi. The bidder shall ascertain the network addressing from the bank and the free ports/interface points available at all locations before installation.
- xii. The bidder shall ensure proper Grouting of CDs/CRMs as a part of installation activity.
- xiii. In case damage of the bank's property during CDs/CRMs delivery and installation which is attributable to the bidder, bidder has to replace the damaged property at his own cost.
- xiv. For construction of ATM/CRM site of size more than 100 sq feet vendor/bidder need to take special approval for the same prior to construction and site preparation.
- xv. All the equipment like Rack, UPS, Battery, wiring panel etc to be fitted in the back room. Wirings of ATM and Camera shouldn't be visible and accessible to common public.

- xvi. At no condition wiring of ATM, CCTV camera, Power socket should be visible to normal public.
- xvii. The bidder should undertake by a separate letter that out of the total number of ATM sites a minimum of 30% will be made operational every month after 4<sup>th</sup> week from the date of issuance of Purchase Order.
- xviii. The length of the Ethernet wire should be of sufficient length so that it can be connected from ATM machine to the network modem/router.
- xix. The hooter should be fitted in such a way that it shouldn't be accessible to common public.
- xx. The burglar alarm shouldn't ring automatically (without any human interference). If such case is found out, bidder need to replace the Burglar alarm set without any additional cost.
- xxi. Bidder need to analyze the voltage sufficiency in the site for the hardware during preliminary site inspection, which is provided before work order. Bidder should take care that ATM should not be down for any voltage fluctuation in the local area. Voltage stabilizer should be provided as per the requirement of the site.
- xxii. Bidder shall be responsible for any damage due to the issue with earthing of the ATM site. Bidder has to ensure proper earthing of each ATM site.
- xxiii. Bidder will be held responsible for any loss in ATM premises due to theft / robbery/ physical damage, if the incident not available in the CCTV footage.
- xxiv. All the materials used in the spares of ATM and other equipment should be pest resistant. If the machine is having any spare part which is having edible or consumable material (such as rubber, latex, gum etc), and the same is damaged by pests such as ants, termites then Bank is not responsible for the same. Bidder need to replace the spare part of the hardware free of cost if damaged by pest attack.

#### b. Installation and maintenance:

The bidder shall perform the following activities at the time of installation/commissioning the Hardware/Equipment (CDs/CRMs/Security System/Earthing) and obtain confirmation from the bank official

- . The bidder shall ensure compatibility of the hardware, software and other equipment that they supply with the hardware and software systems being used in the bank i. e. FIS IST Switch version 7.5 or higher. In case Bank changes switch provider, ATM vendor would provide necessary support to make ATMs/CRMs compatible with new switch provider.
- i. The bidder shall ensure that the operating system is hardened to block the services which are not required .Vendor need to ensure that there is no loss of journal data in case of OS crash or Hard-drive crash. In case of any crash of OS/Hard drive, Vendor need to recover data at its own cost. If such incidence occurs more than twice, Bank has all the right to ask for the replacement of that ATM machine/CRM without any additional cost.
- ii. The bidder shall ensure the following while installation and subsequent maintenance activities:
  - ☐ Loading multilingual Screens/Bank Product screens/Screens for other value added services like mobile top up, utility bill payment etc. (Screens will be given by the bank)
  - ☐ Configuring IP address in CDs/CRMs.
  - ☐ The bidder to deploy the display screens in CDs/CRMs as and when the bank makes any modifications in CDs/CRMs without any additional cost in the tenure of the contract including the AMC period. The display screens will be provided by the Bank.
- v. The bidder shall adhere to the service level specified in the RFP for the maintenance of equipment supplied by the bidder.
- vi. The bidder shall undertake shifting of Hardware/Equipment in case of the requirements as per mutually agreed terms
- vii. The Bidder shall provide all the software and other utilities required for integration/interface of the CDs/CRMs with the alarms panel and digital video surveillance systems
- viii. It should be the responsibility of the vendor to provide the patch cord of required length (up to 5 meters)

and attend the LAN cable issues from I/O port to CDs/CRMs under warranty and AMC period of the CDs/CRMs without any additional cost or visit charges to the Bank. The damaged patch cord to be replaced without any additional cost to the Bank during the warranty and AMC period.

- ix. If any particular Hardware is becoming out of order for technical reasons for more than three times in a period of 4 weeks, the Bank may ask the bidder to replace the hardware and bidder should replace the same Hardware/Equipment with another new Hardware/Equipment at no additional cost to the Bank
- x. The bidder has to update/supply/install necessary changes in CDs/CRMs or in any other hardware, if any due to regulatory/statutory compliance at mutually agreed cost to the Bank.
- xi. The privacy screen filter enables the view of the CD/CRM screen only to the customer standing in front of the CD/CRMs. This is mandatory to implement for the CD/CRM.
- xii. There must be at least one inbuilt camera in CD/CRM machine which should capture on real-time basis. Mechanism should be there to store video footage and still images for at least 2 year. Vendor should make provision for enough memory space for the same.
- xiii. Vault locks of the CD/CRM machines should require two separate passwords to get unlocked. Bidder should ensure replacement of vault lock battery before it gets exhausted. Bank shouldn't face any obstacle in operation due to breakdown of vault lock for any technical reason.
- xiv. In the case of a Bidder offering to supply goods under contract, which the Bidder did not manufacture or otherwise produce, the Bidder should produce a certificate as per the format enclosed that they have been duly authorized by the manufacturer or producer to supply the goods and assuring full guarantee and warranty obligations. If proposals are submitted through the business partners or authorized distributors etc., a separate "LETTER OF AUTHORISATION TO BID" on behalf of the main Bidder/s should be enclosed along with the Technical Bid. Proposals received without the authorization letter/s will summarily be rejected.
- xv. Bidder shall conduct preventive maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the Equipment and necessary repairing of the Equipment) at such intervals (minimum once in a quarter) as may be necessary from time to time to ensure that the equipment is in efficient running condition so as to ensure trouble free functioning.
- xvi. All engineering changes generally adopted hereafter by the Bidder for equipment similar to that covered by this agreement, shall be made to the equipment at no cost to the Bank.
- xvii. Qualified maintenance engineers totally familiar with the equipment shall perform all repairs and maintenance service described herein.
- xviii. The Bank shall maintain a register at its site in which, the Bank's operator/ supervisor shall record each event of failure and / of malfunction of the equipment. The bidder's engineer shall enter the details of the action taken in such register. Additionally every time a preventive or corrective maintenance is carried out, the bidder's engineer shall make, effect in duplicate, a field call report which shall be signed by him and thereafter countersigned by the Bank's official. The original of the field call report shall be handed over to the Bank's official.
- xix. The bidder shall provide replacement equipment immediately before taking any equipment out of the premises for repairs. This condition is applicable to all the hardware and spares.
- xx. CCTV cameras to be maintained on monthly basis. In case any issue such as physical /software or setting issue is there with CCTV Bidder need to replace the CCTV without any extra cost within 2 working days.
- xxi. Bidder should install and maintain the earthing properly without any additional cost. For earthing bidder should submit the monthly maintenance report at Head office, OGB after due acknowledgement from the concerned Branch. Bidder should factor the cost for monthly maintainance activity.
- xxii. Bidder should factor sufficient set of Batteries for all the ATM/CRM sites to provide minimum 8 hours backup, in case of power failure at the ATM site. Bidder should consider worst condition at rural areas, accordingly UPS and batteries should be provided.

- xxiii. Bidder need to bear the loss against Burglary or vandalism due to unavailability or invalid CCTV footage in following conditions:
- ➔ In case Bank has reported regarding the faulty condition of CCTV of any site and the bidder has not addressed the same.
  - ➔ If CCTV footage is available but cannot be produced as evidence to any authority or to claim insurance due to issue with day time setting in case of burglary or vandalism the said bidder need to bear the loss incurred by Bank in addition to performance Bank Guarantee.
- Xxiv. Bidder should appoint single point of contact for all the Hardware or products supplied and installed. One single Portal should be provided for logging complaints for all the Hardware supplied. Bank should be able to log ticket, view and monitor the complaints logged. The serial No, address and ATM id should be updated in the complaint logging portal before delivery and installation of the hardware in the ATM site.
- XXV. The ATMs or CRMs supplied and installed should have provision (both Hardware and Software) for the biometric devices (fingerprint & retina scan).

### c. CD Documentation

- . All documents supplied should be in English language
- i. One copy of the overview summary of the whole project, project completion report detailing site, equipment/rack layout, cabling diagram, earthing, network connectivity etc. to be submitted ITD, HO Bhubaneswar
- ii. One copy of site survey reports, including cabling ,configuration/settings details shall be submitted to each CD location
- iii. Two copies of acceptance test procedure document of all testing, installation, commissioning activities carried out including the final results to be submitted before the issue of acceptance certificate by the Bank, one to the CD location and one to the ITD.
- iv. Wherever applicable the bidder shall submit the relevant test certificate/guarantee certificate/licenses along with the supplies, installation and acceptance, as applicable to CD location.
- v. One document should be provided having individual pictorial presentation for each function for the operations like cash replenishment, EJ retrieval, troubleshooting, Error codes and there corresponding meaning, and TMK Checksum retrieval.
- xii. All the ATM machines should have both screen touch and key input facility for transaction. Both the way of input facility should be in working condition.
- xiii. All the ATMs and premises should be accessible to the entire physically challenged person.
- xiv. Any Physically challenged person should be able to operate all our ATMs smoothly.
- xv. EVM certification of both ATM/CRM should be there.
- xvi. Bidder should provide design diagram (Soft copy & Hard copy) of Electrical circuit diagram of the devices connected.
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### d. Training:

- i. The Bidder shall provide the user level training for a minimum of 2 and a maximum of 4 persons identified by the Bank, at each CD/CRM site during the commissioning of hardware and Go live of ATM, without any additional cost to the Bank. Successful cash withdrawal of Issuer, Acquirer and ONUS transaction will be considered as Go live.
- ii. The scope of the training shall cover all aspects of the operating of the CD/CRM. The same shall also be incorporated in the training manual/document.
- iii. The bidder shall complete the training immediately on installation of the CD/CRM.
- iv. The duration of training may be at least for 3 days.

### e. Project Management

- i. For smooth completion of the project the bidder should identify one representative at all the Regional office locations and Bhubaneswar as a single point of contact. The concerned person should be the single point of contact for all the Hardware supplied and installed including earthing.
- ii. The representatives nominated for the project should submit a weekly report to ITD, regarding the implementation of the project
- iii. Project completion report shall contain details of Hardware , equipment, cabling , local voltage level etc
- iv. Project Completion Document should be comprehensive to enable the bank to refer to any details at a future date in case of faults/errors or maintenance/up gradation.
- v. All liaison work for the successful installation of CDs/CRMs including for site preparation will have to be done by the bidder

### 1.6 CENTRALISED ELECTRONIC JOURNAL PULLING, CONTENT DISTRIBUTION & SWITCH FEED MECHANISM:

- a) Successful bidder should setup one content management server at our DC. Clients (e.g. EJ Transit agent, IQSD, Radia, SDMS, InfoBase etc and / or any other agent) may be installed in the ATMs for the content management, EJ pulling and CCTV footage pulling. All the hardware, software, license and Network cost should be factored.
- b) Successful bidder to provide the facility to extract the electronic journals for all the transactions in the ATM/CRM Sites to a centralized location server and should provide EJ viewing facility to the Bank.
- c) Successful bidder to ensure that the success rate of EJ pulling is at least 98% on T+1 basis and 100% on T+3 basis. The EJ discontinuity/down report may be collected/produced on daily basis.
- d) Successful bidder to provide the EJ's in encrypted format with private key if required by the Bank. Successful bidder to preserve the EJ's in the specified format.
- e) Successful Bidder has to take full responsibility of pulling Electronic Journals from ATM Sites and archival of the same at least for a period of 6 months or as decided by the Bank. The Bidder has to provide the Electronic journals to Bank's reconciliation team on T+1 basis at the desired location as decided by Bank.
- f) Solution offered by the bidder, should be compatible & capable of working on third party software for EJ pulling services i.e. EJ Transit agent, IQSD, Radia, SDMS, InfoBase etc and / or any other agent that the successful Bidder may deploy and in no way should hamper the functionality of the ATMs/CDs/CRMs .
- f) In case of malfunctioning of Software, Successful bidder shall make necessary arrangement to copy data on daily basis to a remote folder and provide the same as and when required. If the ATMs/ CRMs disconnects or EJ Pulling software needs to be re-installed, bidder shall be responsible to rectify the issues within 8 Hours of raising the call and Bank will not be responsible for the same.
- g) Successful bidder to provide Centralized content distribution to ATMs/CRMs within 3 days after obtaining the new/additional (ATMS/ CRMs) screen sets & audio files etc and also should provide details of successful and unsuccessful upload of the same in ATMS/ CRMs. In case of any failure to distribute the screens through centralized mode due to size of files or any other issue, the Bidder should update the same by sending engineer onsite without any additional cost to the Bank. In case, Bank require

changing the full screen set of ATMS/ CRMs s or full set for additional language, then Bank shall bear the cost of same on mutually agreed terms wherein onsite visit by the ATMS/ CRMs engineer is required.

- h) Screen distribution should be platform independent – should support windows 7/10 or any other Operating Systems installed on ATMS/ CRMs deployed / to be deployed by the Bank. The solution should support PCX, GIF, MPEG, FLC, FLI and other image, audio, video file formats.
- i) Solution offered should be capable of distributing screens, audio files, antivirus software and patches at specified ATMS/ CRMs s across India and also should be capable of roll back if brought to the previous state. All necessary hardware, software etc required for this purpose (if not installed on any of the ATMS/ CRMs) shall be provided by the Bidder without additional cost to Bank.
- j) Bidder should arrange for the switch feed for monitoring the health status of ATM Sites deployed by the Bank. For the same, bidder may negotiate with Banks’ switch team at their level. Bidder should develop web based application or any other interface for monitoring ATM Sites without any additional cost to the bank and also share the monitoring tool with the Bank.
- k) In case the, Successful bidder is not able to monitor the health status of ATM Sites efficiently or build a interface along with standard online switch feed, then bidder should be capable of deploying the ATMS/ CRMs along with agent based feed monitoring system without any additional cost to bank which should be capable of monitoring health status of ATMS/ CRMs efficiently from the central monitoring system. For the same Vendor need to liaison with the switch vendor of the Bank. In case of any cost is involved towards the network connectivity between DC of the bidder and our switch vendor, then the same may be factored in the commercial. Bank won’t be responsible in case bidder has not factored. This term is mandatory and legally binding upon the bidder.
- l) ATMs/CDs/CRMs should have remote desktop applications / software installed so that bank team can access the ATMs data like IP details, Configuration details, ATM screens, EJ data, CCTV footage etc. from bank’s Head office location.
- m) It’s bidder’s responsibility to enable electronic journal log and loading agent software for EJ pulling and content download. Mechanism to store the EJ log for at least 5 years.
- n) Vendor need to take care of Helpdesk, Incident Management and EJ pulling of the Machines.
- o) Successful bidder to provide the facility to extract the electronic journals, CCTV footage for all the transactions or activity in the ATM Sites to a centralized location server and should provide EJ viewing facility to the Bank. The bidders need to procure server for the same as required. The same should be added to the commercial which will be considered for the L1 selection. The bidder should have connectivity with our switch vendor through. In case connectivity with IFS is not available then bidder should establish connectivity with Switch vendor of Bank. Bidder should mandatorily quote the price for establishing the connectivity between switch Vendor of the Bank and the DC of the bidder.
- p) However, Bank may or may not avail the service of EJ pulling and content management at its sole discretion and the same will be intimated in written communication before the implementation of the network connectivity by the bidder.

## 1.7 COMPREHENSIVE ON SITE WARRANTY AND AMC:

- i. The Products supplied by the bidder shall carry minimum 12 months on-site warranty covering total



equipment from the date of acceptance. The bidder shall provide 48 months onsite comprehensive AMC post the warranty period. Warranty and AMC terms & conditions shall cover the total equipment, including spare replacements along with OS & system software, UPS Batteries, Security System etc procured from the bidder, 24/7 Comprehensive Onsite Maintenance support. Warranty and AMC terms shall also cover the task of configuring/re-configuring operating system, other hardware/software resources, Operating System Hardening, Loading of the other system software procured either from the bidder or any other vendor, Hard Disk Configuration, Performance tuning, Loading & configuring operating system updates, integrating with the other hardware procured by the bank and any other tasks related to Hardware & System Software Management.

- ii. In the case of authorized/ channel partners, Warranty and AMC shall also include the cost for the back to back arrangement with OEM for maintenance of spares, providing support services, updates, if any required. Terms of Service Level Agreement, if any, are to be specified.
- iii. Besides general warranty support, critical support details should be furnished. The successful bidder shall be agreeable to enter in to Service Level Agreement with the Bank covering Warranty & AMC terms and conditions. Besides the above, the bidder shall extend the warranty terms & conditions, if any available by default or extended by OEM, with the product from OEM.
- iv. All the parts and spares of the Cash Dispensers, UPS, UPS Battery, Security System and other equipment supplied by the Bidder shall carry a free comprehensive AMC and onsite warranty as per the clauses 1.7 of RFP.
- v. This warranty will start after all the goods, or any portion thereof as the case may be, have been delivered and successfully installed at the destination without any bug or issue as indicated in the Contract.
- vi. List of spares with prices to be submitted by Bidder valid for Five years along with Technical Bid. The cost of spares can be reviewed annually, and the prices can be revised in a downward direction at a mutually agreed price.
- vii. UPS Systems including Batteries shall carry a free comprehensive, onsite warranty and AMC **including batteries** as per clause 1.7. During warranty and AMC period all parts of UPS including transformer, DC/ AC filtering capacitors, batteries are to be covered.
- viii. During the warranty/ AMC period selected bidder shall visit on his own the branches once bi-monthly for preventive maintenance support.
- ix. Consumables like Receipt Printer paper, JP paper, ribbon, rollers shall not be covered under warranty and AMC.
- x. The bidder warrants that the Goods supplied under the Contract are new, unused and shall have no defect arising from design, materials or workmanship.
- xi. The bidder has to submit the confirmation as per ANNEXURE –E MANUFACTURERS’ AUTHORISATION FORM that for the subsequent AMC the bidder is taking the AMC support from the OEMs.
- xii. Third party warranty certificate/s should be provided to the Bank. However, the responsibility of comprehensive Warranty/AMC period lies primarily with the CDs/CRMs bidder only.
- xiii. The Bidder will provide a Single point of contact with whom the bank will coordinate for the warranty/AMC. The bank may log a call with the bidder by phone, email or any other manner the bank desires.
- xiv. Bidder need to have contract with the OEMs towards the warranty and AMC support for all the hardware supplied. Copy of the contract document to be submitted once the Bidder is selected as L1. Original documents should be submitted along with PO acknowledgement. If such document is not provided, Bank may hold the payment of the concerned Hardware.

## 1.8 Service Level Agreement (SLA)

The Bidder shall abide to the Service Level Agreements mentioned in the RFP as below:

### 1.8.1 Penalty for Delay in Commissioning:

The penalty for delay period in weeks and part thereof after the time frame mentioned above will be calculated as follows.

**Delivery for the above purpose is deemed to be complete only when all the items specified in the Purchase Order are completely delivered and date of delivery is the date on which the last item is delivered. If this delivery schedule is not maintained, penalty will be imposed as per the clause 1.4(f) of this RFP.**

In case the provider has completed all the necessary required infrastructure but could not be commissioned due to issues attributed to bank, such delay will be exempted from the penalty calculations. The provider has to record the reasons for the delay in providing communicates to ITD, Administrative Office then and there. The copy of this communication should be produced along with the invoice for claiming exemption in penalty.

Wherever the commissioning is delayed due to delay in obtaining permission from local authorities, it will not attract penalty if supporting documents acceptable to the bank are provided. The provider has to inform the details to ITD, Administrative Office along with copies of application to local authorities and necessary fees paid, if any, to claim exemption from penalty.

The Bidder must strictly adhere to the implementation schedule, specified in the Work Order for performance of the obligations arising out of the contract including provision of fiber connectivity at all the locations and any delay will enable the Bank to resort to any or both of the following:

- a) The Bidder shall be liable to pay the Bank, penalty at the rate specified for delayed performance per week or part thereof of such delay, subject to a maximum of 5 % of the cost of the total site implementation cost.
- b) Termination of the agreement fully or partly and claim of liquidated damages.

The penalty as above for delayed commissioning will be deducted from the payments.

UPS and batteries supplied at all the ATM sites should provide minimum 8 hours of back up throughout the project irrespective of load and local conditions of voltage level. Vendor need to replace the UPS batteries every 2 years from the date of commissioning of the UPS. Vendors need to a provide hardware considering all the adverse conditions.

Bidder should appoint single point of contact for all the Hardware or products supplied and installed. One single Portal should be provided for logging complaints for all the Hardware supplied. Bank should be able to log ticket, view and monitor the complaints logged. The serial No, address and ATM id should be updated in the complaint logging portal before delivery and installation of the hardware in the ATM site. Bidder need to submit the uptime and Downtime report of all the hardware/equipment supplied and installed on monthly basis. A portal for call logging and view/ download of downtime report should be provided to Bank.

Whenever locations are shifted to new premises, materials have to be shifted within a period of three weeks from the Date of request for Shifting or the Date of Intimation from the Bank about the Site readiness at new location whichever is later. Penalty for delayed commissioning will be levied as specified above for procurement of new ATM sites.

**If the delay is beyond 5 weeks for any site, the payment of all the sites will be withheld till the commissioning is completed and the Bank reserves the right to invoke the performance guarantee submitted by the successful bidder.**



1.8.2 Penalty for not meeting the SLA terms on Uptime:

1.8.2.1 Calculation of Downtime:

The CD/CRMs will be considered "down" when it cannot dispense cash. "Percentage Downtime" shall mean the aggregate of downtime of the particular CD during a quarter expressed as a percentage of total available time in a quarter (actual number of days to be taken into account X 24 hours).

For example, if the aggregate downtime of a CD works out to 18 hours during a quarter, then the percentage downtime shall be calculated as follows:

$$(18*100) / (\text{No of days in quarter}*24) = \% \text{ of down time.}$$

The downtime will be calculated on CD/CRM basis and on the entire network for the purpose of implementing penal provisions.

"Down Time" shall mean the interval between the times of reporting of failure to the time of completion of repair. Down Time will have the exclusions detailed above.

All calls logged up to 5 PM has to be attended on the same day and calls logged after 5 PM should be attended within a period as per clause 1.8 and the Table 2.28-A.

Type-A: The Complaint which are critical in nature, which stops the ATM / CRM operation or compromises the security measures of ATM/CRM site

Type B: The Complaint which doesn't stop the ATM operation, but may lead to stops of operation of ATM /CRM if not attended within short period of time.

Type-C: The complaint which is not ATM operation but affecting Brand image of the Bank.

**The response and resolution time [MTTR] (Table- 2.28-A)**

Description of Services	TYPE-A	Type-B	TYPE -C
<b>Telephonic / email support</b>	24 * 7 Support	24 * 7 Support	
<b>Service Window -12 Hour Cycle</b>	9 AM to 9 PM ( All Days)	9 AM to 9 PM ( All Days)	
<b>Response Time</b>	2 Hours	4 Hours	12 Hours
<b>Resolution Time</b>	4 Hours	6 Hours	24 Hours

The downtime will be computed from the time of ticketing of the relative fault at the vendor's Management Center or reported to the Management Center by the Bank, whichever is earlier.

Note: Spare Replacement - Bidder need to maintain sufficient spare at local level, to avoid undue delay in replacement of spare. Bank may provide maximum of 8 hours in addition to above mentioned MTTR for the replacement of spare. Penalty will be imposed after the exhaust of given service window i.e.(8 hours+ MTTR applicable).

1.8.2.1 Penalty for Downtime:

The table below specifies the end-to-end link **uptime matrix** along with **Mean Time To Resolve (MTTR)**.

No	Office	City	Uptime
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1	Bank's Administrative office, Primary Data Centre, and DR Centre	<b>District Headquarters &amp; Metros</b>	<b>98.5%</b>
2	Branches/ Other locations	<b>Tier 1&amp;2 cities (Metro/ State Capitals/ District Headquarters ) within 50 KMs radius</b>	98%
3	Branches/ Other locations	<b>Tier 3 cities&amp; Rural ( Bank's Rural branches and all other locations not covered under the above classifications)</b>	97.5 %

Bidder shall ensure that the full configuration of the Equipment is available to Bank in proper working condition and ensure minimum uptime of 97.5%, and maximum downtime per instance for each CD/CRM should be less than four hours for metro/urban centers and six hours for other centers, counted by the Bank from the time the fault is reported failing which a penalty of Rs. 200/- (Rupees Two hundred only) per hour subject to a cap of Rs. 1000/- per day will be deducted by the Bank for the period in excess of 4/6 hours, from the Annual Maintenance Charges payable or Performance guarantee bond. The downtime will be computed from the time of ticketing of the relative fault at the vendor's Management Center or reported to the Management Center by the Bank, whichever is earlier.

Penalty for UPS will be charged in the same mechanism as CDs/CRMs. For any other equipment like Security system, Fire extinguishers, service should be provided and rectification of reported problem within Next Business Day. In case of failure of the Selected Bidder, a penalty of Rs.70/- per hour per other equipment would be charged. The daily cap on the penalty will be Rs 500/- per day.

#### **Exclusions to Bidders liability for penalty**

The following exclusions would be taken into account in computing penalty:

- A maximum of 3 hours for bimonthly Preventive Maintenance
- Actual Supervisory Time (which should be reasonable)
- Actual downtime on account of the Switch and network connectivity.
- Core Banking Solution host outages.
- Vandalism
- Non-availability of access to the CD/CRM.
- If a CD/CRM is shut down or is unavailable to the public during cash loading, pre-determined specific periods as announced by the Bank & for reasons not attributable to the bidder, such time period of unavailability will be excluded from the denominator while calculating the downtime percentage.
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Bidder, in all such cases, shall inform the Bank regarding the same.

#### **1.9 BANK GUARANTEE:**

- a. Within 15 (Fifteen) days (exclusive of holidays) of the date of acceptance of the Purchase Order, the Successful Bidder shall furnish a bank guarantee (**for delivery**) for a period of 6 months with a claim period of 12 Months from the date of expiry of guarantee for an amount equivalent to 20% of the order value in the format as **per Annexure K**.
- b. In case the delivery period is extended based on the conditions stipulated vide clause 1.4(d) of this RFP, successful bidder shall ensure that the guarantee expiry date is also extended correspondingly.

- c. Failure of the successful bidder to comply with the requirement as stipulated above shall constitute sufficient grounds for the annulment of the award of contract and forfeiture of the earnest money deposit. In such an event the Bank will call for fresh bids and blacklist the bidder for a period of one year.
- d. Bank guarantee (for delivery) as stipulated vide point (a) above shall be released by the Bank on successful completion of delivery of entire all the Hardware ordered duly supported by documentary proof of delivery to various locations as stipulated in Purchase Order and on submission of the Bank Guarantee for performance as stipulated vide clause 1.9 (e) of the RFP.
- e) Similarly, one month prior to expiry of the guarantee (for delivery), the successful bidder shall furnish a fresh Bank Guarantee (for performance) for an initial period of 66 months for an amount equal to 10% of the order value covering the period of comprehensive on-site warranty (**as per format enclosed in Annexure L**) with a claim period of 12 Months from the date of expiry of guarantee. The validity of the guarantee period shall cover the warranty expiry date of the last system supplied. This is equally applicable to Hardware/equipment procured under clause 1.10 of this RFP.
- f) In case Bank decided to extend the contract period after completion of 5 years contract period then: the successful bidder shall furnish a fresh Bank Guarantee (for AMC) for initial period of 24 months for an amount equal to 10% of the AMC Amount within 1 month of date of Order or Three month prior to expiry of initial Performance guarantee whichever is later.
- g) The above mentioned bank guarantees shall be issued by any scheduled commercial bank other than Odisha Gramya Bank is acceptable to us. Successful Bidder should inform the Guarantee Issuing Bank to forward the original guarantees directly to the Bank.
- h) Bank reserve its right to invoke the Bank Guarantee (for delivery) on the following grounds and as per terms and conditions stipulated in the Bank Guarantee:
  - a) Delay / non-delivery of ATMS/ CRMs/Any hardware as per the RFP beyond stipulated delivery schedule as per clause 1.4 of the RFP.
  - b) Non-submission of guarantee (for performance) as stipulated vide clause 1.9 (e) of the RFP.

#### 1.10 PROCUREMENT OF ADDITIONAL ATMS/ CRMS AND OTHER HARDWARE:

- 1) Bank reserves its right to procure additional ATMS/ CRMs and all the hardware or accessories per ATM site over and above the quantity mentioned as per Annexure-G in this RFP from the awardees of the contract for supply to its Head Office, Regional offices, Branches and other offices located across the Country as per the additional terms and conditions stipulated below.
- 2) The Bank may exercise this option for a period of 2 (Two) years from the date of acceptance of the purchase order at the pre-determined price. Head Office will directly place orders with the supplier.
- 3) The rates contract will be valid for a period of 2 (Two) YEARS from the date of acceptance of purchase order, if not revised earlier. The successful bidder shall supply the additional ATMS/ CRMs/ other Hardware at the pre-determined price with similar technical specifications and models specified in this RFP) at the time of release of purchase order, whichever is lower.
- 4) The technical specification of all the Hardware should confirm to the technical specifications provided in this RFP or higher configuration.
- 6) Bank will have periodic review of technology. In case any of the models becomes obsolete, then Bank

will consider the alternate model in consultation with the OEM. The Vendor will also provide the latest model available, if there is upward revision in the model offered, at no extra cost to Bank.

- 7) The successful bidder has to pass on the benefit of discount / reduction in prices/ Govt. duties, if any, to the Bank voluntarily during the contracted period.
- 8) Comprehensive onsite Warranty and Annual Maintenance Contract for all such additional hardware/ equipment will also be as per clause 1.8 of this RFP.
- 9) Splitting of purchase order will be as per clause 1.15 of this RFP.
- 10) successful bidder shall furnish a fresh Bank Guarantee (for performance) for an initial period of 66 months for an amount equal to 10% of the order value covering the period of comprehensive on-site warranty (**as per format enclosed in Annexure L**) with a claim period of 12 Months from the date of expiry of guarantee. The validity of the guarantee period shall cover the warranty expiry date of the last system supplied. This is equally applicable to ATMS/ Hardware procured under clauses of this RFP. Such guarantee shall be submitted within 30 days from the date of Purchase order for additional ATMS/ CRMs/Other Hardware/ procurement or from the date of acceptance of the purchase order, whichever is earlier.
- 11) Bank, however, reserves its right to purchase the ATMS/ CRMs/Hardware from any other vendor or may go for RFP apart from this project also during the contract period.
- 12) Bank Guarantee (for Delivery & performance) for additional ATMS/ CRMs/Hardware will also be as per clause 1.9 of this RFP.

### 1.11 PAYMENT TERMS:

#### **Terms and Conditions of payment, for the Line items in TABLE –I of Part1 & Part-2 of Annexure-P:**

- a) **60%** of the Invoice value of the ATM CDs/ CRMs shall be made on Delivery of all the hardware stipulated in the RFP. Payment shall be released by Head Office, Bhubaneswar on submission of proof of document such as delivery challan duly counter signed by Bank official, Tax Invoice. Penalty if any shall be deducted from the amount payable as per clause 1.4 (d) of this RFP. **Payment shall be released within 60 working days from the date of submission of required documents in full.**
- b) **Remaining 40%** of the invoice value of the ATM CDs/CRMs, after successful installation, configuration and operationalisation of the ATMS/ CRMs as per Bank's requirement. Payment shall be released by, on submission of proof of document such as installation cum warranty certificate along with ATMS/ CRMs configuration report. Penalty if any shall be deducted from the amount payable as per clause 1.8 of this RFP. Payment shall be released within 60 working days from the date of submission of required documents in full.

#### **Terms and Conditions of payment, for the Line items in TABLE –II, TABLE-III, TABLE-IV of Part1 & Part-2 of Annexure-P:**

- c) 100% of the invoice value on charges for Centralized Electronic Journal (EJ) pulling, Software & Content distribution at ATMS/ CRMS ,Support staff, Helpdesk and Incident Management and consumables, UPS system including Batteries, earthing if any shall be payable on Quarterly arrear basis on submission of respective reports duly signed from the IT Department of the Bank. Penalty if any shall be deducted from the amount payable as per clause 2.28. (Responsibility for fault free operation) of this RFP.

## 1.12 PRICES AND TAXES

- a. The quoted prices shall be exclusive of all taxes or GST etc. GST rate should be mentioned. Billing address should be Head office of Odisha Gramya Bank, Bhubaneswar. GSTIN of Odisha Gramya bank is: 21AAAJO0221H1ZW.
- b. Invoices should contain the GSTIN of Odisha Gramya Bank, GSTIN and PAN details of Vendor.
- c. The quoted prices shall be all inclusive of technical service charges, if any, for erecting, testing, configuration, installation and commissioning of ATMS/ CRMs at the location as specified by the Bank in the Purchase Order, charges for media, charges for packing, freight and forwarding, transit insurance and local transportation charges, Hamali charges and charges such as cost towards boarding, traveling, lodging etc.
- d. Applicable taxes like TDS, if any will be deducted from the amount payable.
- e. Prices should be furnished item-wise with break-up of unit costs as per Commercial bid in Annexure P.
- f. Bidders to quote AMC charges separately as per Commercial bid in Annexure P. The L1 bidder will have to match the lowest price (line item wise) quoted for AMC by any of the technically qualified bidders whose commercial bids are opened. Bidder to quote most competitive prices for AMC.
- g. Prices should be quoted in Indian Rupees. Prices for the additional procurement will be governed by clause 1.10 of the RFP.
- h. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- i. Price should not be indicated at any place in the Technical Bid. If the price is indicated in the technical bid, the entire bid will be summarily rejected.
- j. The prices for the hardware/equipment that the Bidder will supply shall be quoted in Indian Rupees. Any reference made to variation in pricing due to appreciation / depreciation of Indian rupees against any other currency is not acceptable.
- k. Bids (both technical as well as commercial bid) shall be valid for a period of 180 days from the last date for submission of bids. Bids submitted with a short validity period will be treated as non-responsive and will be rejected.
- l. Bids shall be submitted strictly as per the format given in the bid and any addition / deletion / change in the format will be summarily rejected.
- m. Bids without signature of authorized signatory of the bidder will be summarily rejected

## 1.13 EVALUATION OF BIDS AND AWARDING THE CONTRACT:

### 1.13.1 Evaluation of Technical Bids:

The Bank's evaluation of the technical bids will take into account the following factors and based on such evaluation a list of technically qualified bidders will be prepared for opening the commercial bid submitted:

- i) Compliance of terms and conditions stipulated in Clause 1.3 of RFP duly supported by documentary evidence called for therein.
- ii) Submission of duly signed Annexure as applicable of the RFP.
- iii) Review of written reply, if any, submitted in response to the clarification sought by the Bank, if any.

### 1.13.2 Evaluation of Commercial Bids:

Commercial bids of only the technically qualified short-listed bidders evaluated for awarding the contract.

The Bank's evaluation of the commercial bids will take into account the following factors.

- iv) Status of Compliance of terms and conditions of clauses of this RFP.
- v) Submission of Commercial Bids strictly in the format specified in Annexure-P.
- vi) Final evaluation and PO will be based on the Price bid format of Annexure-P.
- vii) In case of any ambiguity the prices and the details mentioned in the Annexure-P will prevail.

### 1.13.3 Determination of L1 Bidder and Awarding of Contract:

Bank will determine the L1 bidder through the commercial bid submitted by the bidders:

viii) The L1 bidder will be determined for Part-1 and part-2 under **Annexure-P** based on the lowest TOTAL PRICE QUOTED for (Total cost of Ownership (TCO) of individual Parts.

- ix) If the L1 bidder of part-1 of Annexure-P of the RFP agrees to match the L1 price of part-2 of Annexure-P, then bank may at its sole discretion may issue purchase order for the items in both part1 and Part2, to the L1 bidder evaluated for part-1 of Annexure-P.
- x) Bank may at its sole discretion may issue separate purchase order to different bidders who ever evaluated as L1 bidders in both part1 and Part2 of Annexure-P.
- xi) Bank may at its sole discretion may issue single purchase order to one bidders who ever evaluated as L1 bidders in both part1 of Annexure-P if the same bidder agrees to match the price quoted by L1 bidder of part-2 of Annexure-P for each line item.
- xii) Bank has the right to negotiate the price with the L1 bidder. As such bidders in their own interest should quote most competitive prices. The Bank reserves the right to reject the L1 bid if it finds the same as unreasonable. Line item wise lowest price will be awarded for each spare parts of ATMs, UPS and ACs after negotiation at a mutually agreed price.
- xiii) Additional cost as per the actual usage can be incurred, subject to the approval from the competent authority.

The Bid should submit Eligibility and Technical Bids in one envelope and Commercial Bids in a separate sealed envelope. Both the sealed covers should be submitted in one sealed cover, super scribing the envelope with the RFP Reference number, due date, Name of the Bidder, etc.

#### *ENVELOPE -1: Eligibility and Technical Bid*

Technical Bid should be complete in all respects and contain all information asked for, except price information. The Bid Document should not contain any price information. The eligibility and technical envelope should have the following documents:

- a. Eligibility Criteria, along with all supporting required.
- b. Bid security
- c. Bid Form
- d. All annexure on Company's letter head with authorised persons signature and company seal on all pages.
- e. All supporting documents and product literature in support of Technical specifications
- f. Relevant brochures for all the hardware/equipment.
- g. Authorization letter along with Board resolution to be submitted for the person which will be submitting the bid and attending the RFP processes.
- h. Integrity Bond to be submitted with legal paper of worth Rs.250 as per the Annexure W.
- i. Annexure – C should be submitted by the bidder duly signed by Authorized person. Annexure-C is for the details of price breakup and it has no role in deciding L1 bidder. Bidder should add all the line items of individual category of Annexure –C while quoting the price in Annexure-P.

All Bid Documents are to be properly filed in a box file and all pages of the bid documents should be numbered serially (1/xxx, 2/xxx (where xxx is last page number of Bid document)) and should bear the company's seal and signature/s of the authorized person/s on all pages. Documentary proof, wherever required, in terms of the RFP shall be enclosed.

The Technical Bids containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the Bids. Technical details must be completely filled in. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "Accepted" and "Noted", "As given in Brochure/ Manual" is not acceptable. The Bank may treat such Bids as not adhering to the RFP guidelines and as unacceptable.

#### *ENVELOPE-2: Commercial Bid:*

The Commercial Bid as per **Annexure-P** should give all relevant price information and should not contradict the Technical Offer in any manner.

The Price Bid should be in Company letter head without any erasures or alterations.

#### *ENVELOPE-3: Bid Cost and EMD:*

All the bidders need to submit Bid cost and EMD as per the RFP in a separate envelope. Bid cost is mandatory for all the Bidders. Bank may wave EMD as per the government guidelines.

The Bid Document should be complete in all respects and contain all information asked for and indicate that all products and services asked for are considered.

Bidder's proposal should strictly conform to the Eligibility Criteria, Technical specifications and all other terms and conditions, stipulated in the RFP.



Proposals not conforming to the specifications will be treated as technically non-responsive. Bank will not entertain any correspondence on this.

If the participating bidders need any clarification on any of the aspects of the Bid Document, they can seek clarifications in advance through e-mail to [atm@odishabank.in](mailto:atm@odishabank.in) strictly as per format specified.

The Bank reserves the right to make amendments to the RFP before the last date prescribed for submission of the responses. Such clarifications, amendments to our RFP, if any, will also be hosted on our website [www.odishabank.in](http://www.odishabank.in) and will form part of this RFP. Bidders are requested to take note of the same.

The Last date for submitting the Bid proposals along with Bid Security and RFP cost is **as per the schedule 1.1** of the RFP. Any Bids received after the due date and time will not be accepted.

### *Evaluation of Bids*

#### **I. Eligibility and Technical Bid evaluation**

The Bank will evaluate the bid submitted by the bidders under this RFP. If warranted, the Bank may engage the services of external consultants for evaluation of the bid. It is Bank's discretion to decide at the relevant point of time.

The Eligibility and Technical Bid will be opened first for Technical Evaluation in the presence of bidders who choose to be present. The eligibility bid submitted by the bidder will be evaluated against the Eligibility criteria set forth in the RFP. The bidder needs to comply with all the eligibility criteria mentioned in the RFP to be evaluated for technical evaluation. Non-compliance to any of the mentioned criteria would result in outright rejection of the bidder's proposal. The decision of Odisha Gramya Bank would be final and binding on all the bidders to this document.

Odisha Gramya Bank may accept or reject an offer without assigning any reason what so ever.

The bidder is required to comply with the technical specifications mentioned in Annexure - G of the RFP. Non-compliance to this may lead to disqualification of a bidder, which would be at the discretion of the Bank. Bank would use an internal scoring mechanism to score each of the RFP responses with appropriate apportionment of scores.

Technically responsive bidders will be finalised after evaluation of Eligibility Criteria and Technical specification.

#### **II. Commercial Evaluation:**

Only those bidders who qualify the technical evaluation will be eligible for the commercial evaluation. **Bank will finalize the L-1 as per the clause 1.13.3**

The commercial evaluation will take into account on the following factors:

- ☐ Based on the correct value of the bid, the "Total Cost of Ownership" ('TCO') of commercial bid will be calculated.
- ☐ All evaluated bids will be compared among themselves to determine the lowest evaluated Bid.
- ☐ The Bidders will be categorized as L1, L2, L3 etc on the basis of their TCO (In the ascending order, i.e. L1 being the Vendor with the lowest TCO, followed by L2 with the next lowest TCO).

The Bidder who is identified as L1 will be eligible for the award of contract. The Bank at its sole discretion may not go ahead with the award of contract the L1 bidder.



## 1.14 SPLITTING OF PURCHASE ORDER:

On Finalization of this RFP, for the supply of ATMS/ CRMs the below mentioned ratio will be followed

Sl. No.	BIDDER	SUPPLY RATIO (approx.)
1.	L1	70 %
2.	L2 / Next Higher responsive bidder	30%
3.	<b>TOTAL</b>	<b>100%</b>

- I. 70 % of the order value will be placed with the L1 bidder.
- II. 30 % of the order value will be placed with the L2 bidder / next higher responsive bidder, subject to L2 vendor agrees to supply all the items and hardware at the L1 price (Line Item wise). Letter to this effect should be submitted by the L2 bidder within 3 days (exclusive of holidays) from the date of opening of commercial Bid.
- III. If the L2 bidder is not willing to supply the all the items and hardware at the L1 price, then their portion will be offered to the next higher responsive bidder (L3) subject to bidder agrees to supply the all the items and hardware at the L1 price. Letter to this effect should be submitted by the bidder within 3 days (exclusive of holidays) from the date of request from the bank. Separate purchase order will be placed with the bidder.
- IV. If the L2 bidder / next higher responsive bidder(s) are not willing to supply the all the items and hardware at the L1 price as per clause III above, then their portion will be placed with the L1 bidder. Separate purchase order will be placed with the L1 bidder.
- V. If L1 bidder backs out for any reason or the purchase order given to the L1 Bidder does not get executed in part / full, then bids will be cancelled and bank shall go for re-tender. Bank shall forfeit the EMD / Invoke bank guarantee in lieu of EMD, invoke bank guarantee for delivery and blacklist the bidder for a period of one year. However, the bidder shall continue performance of the contract for the part executed until the period of contract.
- VI. If for any reason the L2 / next higher responsive bidder backs out or the purchase order given to the L2 / next higher responsive bidder does not get executed, the Bank shall forfeit the EMD / Invoke bank guarantee in lieu of EMD, invoke bank guarantee for delivery and blacklist the bidder for a period of one year. However, the bidder shall continue performance of the contract for the part executed until the period of contract.
- VII. Bank Guarantee (for Delivery & performance) for separate purchase orders will also be as per clause 1.10 (a) and 1.10 (e) of this RFP. The Bank at its sole discretion reserves a right to allocate 30% of the requirement to L2 bidder if the L2 bidder is agreeable to match the prices finalized by the Bank with the L1 bidder.

**Note:** Bank reserves the right to reject this invitation to offer in part or in full, or cancel the entire procurement process at any stage without assigning any reason. The Bank at its' sole discretion may release purchase order for either 100 % of order value to L1 bidder or may split the order between L1 and L2 (minimum of 70 % to L1 bidder).

## SECTION-2. GENERAL TERMS & CONDITIONS:

### 2.1. SUBMISSION OF BIDS:

### 2.1.1. SUBMISSION OF BIDS THROUGH MANUAL TENDERING:

Bidders satisfying the Project Specific terms and conditions and General terms and conditions specified in this RFP and ready to provide the said hardware and equipment and other hardware etc in conformity with Technical Specification and models stipulated in Annexure-G, may submit their bid on or before the time line stipulated vide clause 1.1 of the RFP.

Bank will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday for the Bank will receive the bids up to the appointed time on the next working day. Extension / preponement of submission date and time will be at the sole discretion of the Bank.

**Bids submitted by any other means other than bid submission in Manual Tendering will not be accepted by the Bank**

### 2.1.2. SUBMISSION OF DOCUMENTS:

**In addition to submitting the documents, Bidder should also submit the following in a sealed cover to the address notified in the clause 1.1 of the RFP on or before schedule mentioned in clause 1.1 of the RFP.**

- 1) Demand Draft issued from any nationalized bank for **Rs.10, 000/-** (Rupees Ten Thousand Only – non-refundable) towards cost of documents.
- 2) Bank guarantee in lieu of EMD for **Rs.10,00,000/- (Rupees Ten Lakh only)** towards EMD should be submitted with validity of 6 Months
- 3) Acknowledgment issued by Manual Tendering system for having received the bid through Manual Tendering system.

In case the above documents are not submitted on or before the schedule mentioned in clause 1.1 of the RFP, the bid will be rejected.

The above documents in a sealed cover should be put in the tender box kept in the ATM Division of Information Technology Department of the Bank's Head Office, Bhubaneswar on or before the date and time mentioned in the Schedule for bidding process given in clause 1.1 of this RFP or they may be handed over to any one of the officers of the Bank's Information Technology Department, Head Office, Bhubaneswar mentioned in clause 1.1 of the RFP.

### 2.2. BID OPENING PROCESS:

The Bank will follow a two-stage bid opening process through Manual Tendering system. The stages are:

1. Technical Bid Opening and Evaluation.
2. Commercial Bid Opening and Evaluation

In the first stage, the technical bids submitted in Bank's Manual Tendering website shall be opened in the presence of available authorized representatives of the bidders who chose to remain at the time, date and venue mentioned in clause 1.1 of this RFP. The evaluation and short listing criteria shall be based on the criteria set out in clause 1.14 (a) of this RFP.

In the second stage, commercial bid submitted in the Bank's Manual Tendering website by the short-listed bidders shall be opened / processed. The time, date and place of opening the commercial bid shall be advised to the technically qualified bidders individually either by email, fax or by letter.

The evaluation of commercial bid be based on the criteria set out in Clause 1.14(b) of this RFP and selection of L1 bidder shall be based on the criteria set out in clause 1.14(c) of this RFP. Splitting of purchase order (supply ratio) shall be based on the criteria set out in clause 1.15 of the RFP.

### 2.3. COST OF BID DOCUMENT AND EARNEST MONEY DEPOSIT / BANK GUARANTEE IN LIEU OF EMD:

The bid should also be accompanied by Earnest Money deposit / Bank Guarantee in lieu of EMD ( refundable) of **Rs.10,00,000/- (Rupees Ten Lakh only)** and cost of bid document (non-refundable) for **Rs.10,000/- (Rupees Ten Thousand Only)** only by way of a Demand Draft for the amount in favor of Odisha Gramya Bank, payable in Bhubaneswar.

In Case the EMD is submitted in the form of Bank Guarantee the same should be valid for minimum period of 6 months with a claim period of 90 Days from the date of expiry of guarantee from the last date for submission of bids. The format for submission of EMD in the form of Bank Guarantee is as per Annexure N of this RFP.

This earnest money / Bank Guarantee in lieu of EMD will be refunded to the disqualified bidder along with notice of disqualification, to unsuccessful bidders on determination of L1 bidder and to the successful bidder on receipt of the Bank guarantee as per clause 1.8 (a) of this RFP. Bids received without the Demand Draft/ Bank Guarantee in lieu of EMD mentioned above will be rejected.

### 2.4. BIDDER'S INQUIRIES ON RFP & BANK'S RESPONSE:

All enquiries from the bidders, related to this RFP must be directed in writing / email and sent to the address mentioned in clause 1.1 of the RFP. Any clarifications / query received thereafter shall not be considered and will be ignored. The preferred mode of delivering written questions, to the aforementioned contact person would be through the email followed by letter in writing. In no event, Bank will be responsible in ensuring receipt of inquiries.

Bank makes no commitment on its part to accept all the queries / suggestions / requests submitted by the bidders. Bank on reviewing the inquiries received from the bidders, wherever needed, will carry out necessary amendment to its RFP clauses, if any, and the same will be posted in the Bank's website and no separate communication will be sent to individual bidders.

### 2.5. BIDDER'S RESPONSIBILITY VIS-À-VIS THIRD PARTY PRODUCTS / EQUIPMENTS / SOFTWARE:

If the proposal includes equipment or software marketed and / or supported by other companies / individuals, the bidder, as the prime contractor for the delivery, installation and maintenance of the entire system, must declare that they possess the requisite permission / license for the equipment / software.

## 2.6. LIABILITIES OF THE BANK:

This RFP is not an offer of the Bank, but an invitation for Bidder's responses. No contractual obligations on behalf of the Bank, whatsoever, shall arise from the tender process unless and until a formal contract is signed and executed by duly authorised officers of the Bank and the Bidder. However, until a formal contract is prepared and executed, this offer together, notification of award of contract and Bidder's written acceptance thereof shall constitute a binding contract with the vendor.

## 2.7. OWNERSHIP:

The RFP and all supporting documentation / templates are the sole property of the Bank and violation of this will be breach of trust and the Bank would be free to initiate any action deemed appropriate. The proposal and all supporting documentation submitted by the bidders shall become property of the Bank.

## 2.8. FURNISHING OF INFORMATION

The Bidder is expected to examine all instructions, forms, terms and specifications in these documents. Failure to furnish all information required by the documents or to submit a bid not substantially responsive to the documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

## 2.9. FORMAT AND SIGNING OF BIDS

The original Technical and Commercial bids shall be typed and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the contract. The person or persons signing the bid shall initial all pages of the offer.

## 2.10. AUTHENTICATION OF ERASURES / OVERWRITING ETC.

Any inter-lineation, erasures, or overwriting shall be valid only if the person or persons signing the bid initial them.

## 2.11. AMENDMENTS TO RFP TERMS AND CONDITIONS:

Banks reserves its right to issue any amendments to the terms and conditions, technical specification of the RFP at any time prior to the deadline for opening of the technical bids. Such amendments to RFP shall be webcasted through Bank's official website.

## 2.12. OTHER CONDITIONS:

Wherever a particular brand is not specified for the peripheral items / accessories, the quote for such products should be for major brands acceptable to the Bank. Bidders should indicate the brand names of such peripheral items in the "Technical detail form as per format given in Annexure II". Bank reserves its right to reject any brand and the bidders should supply the brand acceptable to the Bank at the same cost as quoted in the commercial bid.

## 2.13. CLARIFICATION

During evaluation of the bids (technical), the Bank may, at its discretion, ask the Bidder for any clarification on its bid. The request for clarification and the response shall be in writing / email, and no change in the prices shall be sought, offered, or permitted after submission of the bid.

#### 2.14. ERRORS AND THEIR RECTIFICATION

Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the bidder does not accept the correction of the errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

#### 2.15. BANK'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.

Notwithstanding anything contained in any of the clauses, Bank hereby reserves its right to accept or reject any or all the bids and to annul the bidding process at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Bank's action.

#### 2.16. CONTACTING THE BANK

Any effort by a Bidder to influence the Bank in its decisions on bid evaluation, bid comparison or contract award will result in the rejection of the Bidder's bid.

#### 2.17. ACCEPTANCE OF CONTRACT.

Within 7 days (exclusive of holidays) of receipt of the Purchase Order, the successful Bidder/s shall sign, affix official stamp and date the duplicate copy / photo copy of the Purchase Order and return it to the Bank as a token of having accepted the terms and conditions of the Purchase Order.

#### 2.18. FORMATION OF CONTRACT.

The notification of award in the form of a Purchase Order or Letter and acceptance thereof by the bidder will constitute the formation of the Contract.

#### 2.19. ASSIGNMENT

The Successful Bidder/s shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Bank's prior written consent.

#### 2.20. USE OF CONTRACT DOCUMENTS AND INFORMATION

The Successful Bidder shall not, without the Bank's prior written consent, disclose any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

## 2.21. PACKING

The Successful Bidder shall provide such packing of the ATMS/ CRMs as is required to prevent their damage or deterioration during the transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

## 2.22. INSURANCE

The Goods supplied under the contract shall be fully insured any loss or damage incidental due to transportation, storage and erection. The transit insurance shall be for an amount equal to 110% of the invoice value of the Goods from "Warehouse to Destination" on All Risk basis including "War Risks & Strikes". The supplier should also insure the goods for the invoice value under Storage Cum Erection Policy till three months from the date of delivery. Any damage happen to the system due to non-availability of Storage Cum Erection Policy, the supplier has to bear the losses. Bidder has to submit a copy of the insurance policy so that the Bank may get a new insurance cover after stipulated period.

## 2.23. TERMINATION FOR DEFAULT

The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Bidder, may terminate this Contract in whole or in part:

- a) if the Bidder fails to deliver any or all of the ATMS/ CRMs within the period(s) specified in the Purchase Order, or within any extension thereof granted by the Bank pursuant to clause 1.4(d) or
- b) if the Bidder fails to perform any other obligations(s) under the Contract.

In the event of the Bank terminating the Contract in whole or in part, the Bank may procure, upon such terms and in such manner, as it deems appropriate, ATMS/ CRMs and related services, similar to those undelivered, and the Bidder shall be liable to the Bank for any excess costs for such similar ATMS/ CRMs and related services. However, the Bidder shall continue performance of the Contract to the extent not terminated.

## 2.24. TERMINATION FOR INSOLVENCY

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

## 2.25. FORCE MAJEURE

Notwithstanding the provisions of clauses 2.23 to 2.24 the Bidder shall not be liable for penalty or termination for default if and to the extent that the 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 the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, fires, floods and epidemics.

If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its

obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the Force Majeure event.

Similarly, Bank shall also be not liable for any delay or failure in providing required infrastructure or support to the bidder to perform its obligations under the contract where such delay or failure is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, fires, floods and epidemics

## 2.26. TRAINING / INCIDENTAL SERVICES

The Successful Bidder may be required to provide any or all of the following services, including additional service, if any, at their cost:

- a) Performance or supervision of on-site assembly and /or start-up of the supplied Goods;
- b) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- c) Successful Bidder to provide onsite training along with training manual to officials of the Bank at each site as per the clause 1.5(d).
- d) Successful Bidder shall also provide operational onsite training to officers of Bank at each site and at Branches including safe lock password change, viewing/ retrieval of images from DVSS system etc. The training should cover features of hardware, communication devices, security devices interfaces, and admin job etc. including hands exercises.
- e) Successful Bidder shall also provide additional user /administrative training, if required by the bank, without any additional cost to the bank.

## 2.27 COPY RIGHT/LICENCE VIOLATION

The bidder shall explicitly absolve the Bank of any responsibility/liability for use of system/software delivered along with the equipment; (i.e. the bidder shall absolve the bank in all cases of possible litigation/claims arising out of any copy right/license violation.) for software (s) sourced either from third parties or from themselves.

## 2.28. RESPONSIBILITY FOR FAULT FREE OPERATION

The Successful Bidder, following the execution of the Contract, will assume total responsibility for the fault free operation of all the Hardware and equipment supplied, & associated application software and maintenance during the comprehensive onsite warranty period and comprehensive onsite AMC period mentioned in this RFP.

The following conditions shall be applicable for ensuring trouble-free maintenance:

- a) The Successful Bidder shall perform comprehensive Preventive maintenance of the ATMs/ CRMs , ACs and other hardware once in a quarter (in coordination with MSP). The hard disk should be able to store the image data along with currency note number data for a period of at least Twelve months. The image data should be retrievable remotely to address any dispute or as a response to police / regulatory authorities. The bidder will be responsible for providing image data as required by the Bank either by pulling the data remotely or retrieving from the machine physically without any cost to Bank. In the event of bidder failing to provide the image data as per bank's requirement the Bank shall levy

penalty equivalent to the amount of disputed transaction plus penalties imposed by police/regulator /ombudsman court etc. Such data will have to be provided within 24 hours from the requisition by the bank failing which the penalty clause will be invoked. The data should be stored securely and must be accessible only to authorized personnel. The bidder shall be providing remote monitoring support to the managed services bidder for maintaining the guaranteed uptime.

- b) Bank shall not pay any additional charges during the tenure of contract for any maintenance activity, Repairs, replacement of all spares ATMS/ CRMs , Connectivity equipments, electrical, consumables Spare part etc. Successful bidder shall be responsible for the installation of the ATMS/ CRMs at the locations across the country irrespective of the location.
- c) The product/configuration offered should be available during the warranty /Extended warranty (AMC) period. Spares for the product offered should be available for at least 7 years from date of installation.
- d) In case the product/configuration offered is discontinued, then successful bidder to provide ATMS/ CRMS of the new model (better configuration) at the pre-determined price. If the Bidder is unable to services the already installed ATMS/ CRMs due to non said product/model is discontinued by the OEM, then the ATMS/ CRMs with new ATMS/ CRMs for which spares and support services are available at no additional cost to the Bank
- f) Successful bidder to ensure supply, installation and replacements of original spare parts only (OEM ) including all consumables due to any breakdowns, thefts ,voltage fluctuation, earthing related, electrical fluctuations, short circuit, rodent attacks, etc or natural wear & tear or due to aging of ATMS/ CRMs , without any extra cost to Bank.
- g) Successful bidder should arrange for change of password & Replacement of electronic or mechanical lock or break opening of lock of ATMS/ CRMs without any additional cost to Bank on account of any reason thereof.
- h) Successful bidder has to provide ATMS/ CRMs camera image free of cost, whenever Bank requires the same. Any financial loss on account of non-availability of the footage due to reasons attributable to bidder shall be borne by the bidder.
- i) Successful bidder is expected to take full-fledged responsibility of the ATMS/ CRMs (both hardware & software). Bank shall not pay any charges for fixing/replacing any spare parts/ consumables for whatsoever reason other than Vandalism, fire and natural calamities.

## 2.29. HELPDESK & INCIDENT MANAGEMENT:

- a) Centralized Helpdesk with multiple communication lines as single point of contact for ATMS/ CRMs or any other related issues. Proactive problem resolutions round-the-clock and remote support to field operatives and Branches.
- b) The system should drive an automatic process (fault diagnosis, fault segregation, fault ticket generation, assigning owner to the ticket, and call to action, dispatches, progress monitoring, escalation and call closure) to record any type of fault without manual intervention.
- c) The Bidder should provide a dedicated help desk that function as the single point of contact for end-to-end resolution for ATMS/ CRMs , automated on-line real-time fault detection & trouble ticketing.



- d) The Bidder should coordinate with ATMS/ CRMs vendor/OEM for all the activities under the scope of work of this RFP.
- e) The Bidder's Incident Management Services should also manage the coordination and follow up till resolution of incidents that require both single and multiple third parties.
- f) The Bidder shall provide ATMS/ CRMs Uptime/ downtime / SLA report within 24 hrs as desired by Bank as and when required.
- g) Any customization required for monitoring the performance of ATMS/ CRMs has to be done by the successful Bidder at his own cost.
- h) Detailed analysis report on performance, uptime and availability of ATMS/ CRMs to customers ATM wise /State wise/center wise etc on monthly basis and/or as and when required.
- i) Monthly Reports on the Bidder's performance on call logging, call forwarding to the Third Party Vendor and escalations if required.
- j) The Bidder should provide monthly and daily detailed ATMS/ CRMs transaction report on ATMS/ CRMs performance.
- k) Long pending issues and exceptional cases shall be reported in a separate format on daily basis and on weekly basis as the case may be.
- l) Bidder should provide one dedicated portal for all the Hardware supplied including UPS system for call logging and monitoring process.

### 2.30. HAND HOLDING SUPPORT:

Successful Bidder shall provide one resource for each ATMS/ CRMs at the place of deployment for a week (7 days) to provide hand-holding to the officials of the branch and to the customers of the Bank. Responsibilities of the resource would include helping officials of the branch to carry out day-to day activities like cash reconciliation, trouble shooting, and CBR data preparation besides motivating customers to use ATMs / assist customers to carry out transactions. Resource selection should be the responsibility of the bidder. Bidder should thoroughly verify the credentials of the resource before deploying at bank branches. Successful Bidder to share the personal details such as Name /Address/Contact details prior to the deployment of resources.

### 2.32 LIQUIDATED DAMAGES (PENALTY):

Liquidated damages in the form penalty will be collected as defined in clause 1.4 of this RFP. Without any prejudice to the Bank's other rights under the law, the Bank shall recover the penalty, if any, accruing to the Bank, as above, from any amount payable to the Successful Bidder either as per this contract, executed between the parties or under any other agreement / contract, the Bank may have executed / shall be executing with the Successful Bidder.

### 2.33 LIMITATION OF LIABILITY:

The liability of bidder under the scope of this RFP is limited to the value of the relevant Order.

### 2.34. COMPLIANCE TO LABOUR ACT:

As per Government (Central / State) Minimum Wages Act in force, it is imperative that all the employees engaged by the bidder are being paid wages / salaries as stipulated by government in the Act. Towards this, successful bidder shall submit a confirmation as per format provided in Annexure U of the RFP.

### 2.35. OTHER TERMS AND CONDITIONS

- i) The Bank shall have the right to withhold any payment due, to the **SB (Selected Bidder)**, in case of delays or defaults on the part of the SB. Such withholding of payment shall not amount to a default on the part of the Bank.
- ii) SB shall hold the Bank, its successors, Assignees and administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its technical resources, employees, agents, contractors, subcontractors etc. However, the SB would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.
- iii) SB shall be responsible for managing the activities of its personnel and will be accountable for both. SB shall be vicariously liable for any acts, deeds or things done by their technical resources, employees, agents, contractors, subcontractors etc. that is outside the scope of power vested or instructions issued by the Bank.
- iv) SB shall be the principal employer of the technical resources, employees, agents, contractors, subcontractors etc. engaged by SB and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the contract to be issued for this tender.
- v) The indemnification is only a remedy for the Bank. The successful bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.
- vi) SB shall be held entirely responsible for the security and the protection of their workers at all times inclusive of non-working hours. They shall be deemed to have included for all costs associated therewith, including cost of insurance, medical expenses etc if any. SB shall inform all his employees, technical resources, employees, agents, contractors, subcontractors etc associated in execution of the work awarded under this RFP, to work in the specified area and they should not move around at other places of premises without any specific reason.
- vii) SB or its authorized agents or its employees / technical resources shall not store or allow to store in the Bank's premises any goods, articles or things of a hazardous, inflammable, combustible, corrosive, explosive or toxic nature.

- viii) SB and its employees, technical resources, agents, contractors, subcontractors or its authorized agents shall provide full co-operation to other agencies working in the premises and shall follow the instruction of site in charge. No extra claims shall be entertained on account of any hindrance in work.
- ix) SB shall not be entitled to any compensation for any loss suffered by it on account of delays in commencing or executing the work, whatever the cause of delays may be including delays arising out of modifications to the work entrusted to it or in any sub-contract connected therewith or delays in awarding contracts for other trades of the Project or in commencement or completion of such works or for any other reason whatsoever and the Bank shall not be liable for any claim in respect thereof.
- x) It is well defined and understood that the labour or any employee or technical resources of the SB will have no right for claim of employment on the Bank.
- xi) No extra claim shall be entertained on account of all the redo of work on account of SB's negligence and resulting into make good of the damages or damaged portions during executing the job. All such cost shall be borne by the SB.
- xii) SB shall indemnify the Bank from all the acts & deeds on account of negligence by his employees, agencies, representatives or any person acting on his behalf.
- xiii) SB shall take all risk Insurance coverage for its employees, technical resources, representatives or any person acting on his behalf during the contract period to cover damages, accidents and death or whatever may be.
- xiv) SB should indemnify the Bank for Intellectual Property Rights (IPR) / copy right violation, confidentiality breach, etc, if any.
- xv) The Bank ascertains and concludes that everything as mentioned in the tender document or its addendum circulated to the bidders and responded by the bidders have been quoted for by the bidders, and there will be no extra cost associated with the same in case the SB has not quoted for the same.

## 2.36. RESOLUTION OF DISPUTES

In case of any disagreement or dispute between the Bank and the successful bidder, the dispute will be resolved in a manner as outlined hereunder.

The Bank and the Successful Bidder shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute between them on any matter connected with the contract or in regard to the interpretation of the context thereof. If, after thirty (30) days from the commencement of informal negotiations, the Bank and the Successful Bidder have not been able to resolve amicably a contract dispute, such differences and disputes shall be referred, at the option of either party, to the arbitration of one single arbitrator to be mutually agreed upon and in the event of no consensus, the arbitration shall be done by three arbitrators, one to be nominated by the Bank, one to be nominated by the successful bidder and the third arbitrator shall be nominated by the two arbitrators nominated as above. Such submission to arbitration will be in accordance with the Arbitration and Conciliation Act 1996. Upon every or any such reference the cost of and incidental to the

references and award shall be at the discretion of the arbitrator or arbitrators or Umpire appointed for the purpose, who may determine the amount thereof and shall direct by whom and to whom and in what manner the same shall be borne and paid.

Courts of Bhubaneswar city shall alone have jurisdiction to the exclusion of all other courts, in respect of all differences and disputes envisaged above.



## SECTION-3. ANNEXURES TO THE RFP:

### ANNEXURE-A [OFFER COVERING LETTER]

**DATE:**

**The General Manager,  
Information Technology Department,  
Odisha Gramya Bank,  
Head Office,  
Gandamunda  
BHUBANESWAR – 751030.**

Dear Sir,

**Sub: Your RFP No. RFP OGB/ITD/ATM/CRM/002/2019 dated 05-08-2019 FOR THE SUPPLY, INSTALLATION AND MAINTENANCE OF CD/CRMs AND other equipments:**

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer for providing said ATMS/ CRMs as detailed in your above referred RFP.

We confirm that the offer is in conformity with the terms and conditions as mentioned in the above-cited RFP and agree to all the terms and conditions of the RFP and subsequent amendments made, if any.

We also understand that the Bank is not bound to accept the bid / offer either in part or in full and that the Bank has right to reject the bid / offer in full or in part or cancel the entire tendering process without assigning any reasons whatsoever.

We furnish hereunder the details of Demand Draft / Bank guarantee in lieu of EMD submitted towards RFP document fees and EMD Amount.

Description	Amount in INR	DD / BC NUMBER	DATE OF THE DD	Name of issuing Bank & Branch
Cost of Bid Document	10,000/-			
EMD/ Bank guarantee Amount	20,00,000/-			

**Authorized Signatory  
Place:**

**Name and Designation**

**Office Seal**

**Date:**

### ANNEXURE-B [BID FORM]

Ref No.....

Place: .....

Date:.....2019

The General Manager  
**IT Department**  
Odisha Gramya Bank, Head Office,  
Gandamunda, Bhubaneswar-751030

Dear Sir,

Having examined the 'Request for Proposal RFP No: OGB/ITD/CD/2016dated:, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, install, commission and maintenance of the items mentioned in the schedule of requirements for your Branches/ Offices in conformity with the said RFP at the prices to be offered in the commercial bid and is made part of this Bid.

We undertake, if our Bid is accepted, to deliver the Goods in accordance with the Delivery Schedule specified.

If our Bid is accepted, we will obtain the Guarantee from a Bank in a sum equivalent to 10 percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Bank.

We agree to abide by this Bid for a period of 180 days from the last date of submission of Bid and shall remain binding upon us and may be accepted at any time before the expiration of that period.

*We confirm that our prices are valid for a period of minimum one year from the date of acceptance of Purchase order.*

We further confirm that,

Until the Purchase Order is accepted, this Bid, together with your written acceptance thereof and your Notification of Award shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above Contract, we will strictly observe the laws against fraud and corruption in force in India namely

“Prevention of Corruption Act, 1988”. Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to Contract execution if we are awarded the Contract, are listed below:

Name & address of agent Amount & currency Purpose of commission or gratuity **(If none, state none)**

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this..... Day of ..... 2019

(Signature) (In the capacity of) Duly authorized to sign Bid for & on behalf of (Name & Address of the Bidder)

### **ANNEXURE- C [Declaration for Acceptance of Scope of Work]**

To  
The General Manager,  
Information Technology Dept,  
Odisha Gramya Bank, Head Office,  
AT- Gandamunda, P.O. – Khandagiri,

Bhubaneswar – 751030.

Sir,

I have carefully gone through the Scope of Work contained in the RFP document for selection of vendor for RFP No. OGB/RFP/ITD/NETWORK/003/2019-20 dated 07th August 2019 SUPPLY, INSTALLATION AND MAINTENANCE OF CDs/CRMs and other equipment.

I declare that all the provisions of this RFP / Tender Document are acceptable to my company. I declare that my company will be doing back to back agreement with all the sub-contractors or sub vendors for the support and services for the contract period. My company will be producing attested copy of the agreement with all the suppliers for the service and support in AMC and warranty period within 15 days of acceptance of Purchase Order. In case of noncompliance Bank may hold payment against my invoices.

I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

#### **ANNEXURE- D [ELIGIBILITY CRITERIA-DECLARATION]**

**The General Manager  
Odisha Gramya Bank  
IT Department,  
Gandamunda , Khandagiri ,  
Bhubaneswar – 751030**

**SUB: YOUR RFP No. RFP OGB/ITD/ATM/CRM/002/2019 dated 05-08-2019 FOR THE SUPPLY, INSTALLATION AND MAINTENANCE OF CDS/CRMS AND ALL OTHER REQUIRED HARDWARE AS PER RFP.**

We have carefully gone through the contents of the above referred RFP and furnish the following information relating to Eligibility Criteria as stipulated in the RFP.

<b>SI No:</b>	<b>ELIGIBILITY CRITERIA as per Clause No.1.3 of the RFP</b>	<b>Documentary proof Submitted ( YES /NO)</b>
<b>1</b>	The bidder is registered as a company in India as per Companies Act, 1956 and should have been in operation for a period of at least 5 years as on date of RFP. The Certificate of Incorporation issued by the Registrar of Companies along with copies of Memorandum and Articles of Association are to be submitted along with technical bid. (Documentary proof should be attached).	

2	The Bidder should have registered a turnover of at least Rs.5 Crores (Rupees Five Crores) per financial year (Financial year shall mean an accounting period of 12 months. Figures for an accounting period exceeding 12 months will not be acceptable) for the last 3 financial years, (not inclusive of the turnover of associate companies) as per the audited accounts. Annual reports of last 3 financial year should be attached. In case of bidders whose financial year falls other than April- March of the year and final audited accounts yet to be published, provisional results of 2018-19 (self-certified) should be attached. (Documentary proof should be attached).	
3	The bidder should have registered operating profit (after tax) for at least one (1) financial year (Financial year shall mean an accounting period of 12 months. Figures for an accounting period exceeding 12 months will not be acceptable) in the immediate preceding 3 financial years as per audited accounts. In case of bidders whose financial year falls other than April- March of the year and final audited accounts yet to be published, provisional results of 2018-19 (self-certified) should be attached. (Documentary proof should be attached).	
4	The bidder and the OEM should be an ISO 9001 & 14001 certified company. Latest Valid ISO Certificate of the Manufacturing / Assembly / integration facilities should be submitted. (Documentary proof should be attached).	
5	The Bidder should be original equipment manufacturer (OEM) for ATMs/CDs/CRMs / premium partner / authorized reseller of the ATMS/ CRMs in India. The Bidder must be in position to provide support / maintenance / up gradation during the period of contract with the Bank. Bidder, be it OEM or premium partner / authorized reseller, to submit a letter of authorization / Manufacturer Authorization Form (MAF) as per format provided in Annexure E of this RFP. Either OEM of ATMS/ CRMs or only one of its premium partner / authorized reseller in India shall participate in this RFP.	
6	The bidder should have supplied and installed at least 100 Nos. of ATMs and in case of CRM at least 10 CRMS each in at least one Public/Private sector Banks in India, in the last 3 financial years other than Odisha Gramya Bank. Satisfactory Certificate from the client from each bank as per format provided in Annexure H along with documentary proof should be submitted along with the technical bid. Each Purchase Order/Work orders should be produced as evidence.	
7	The bidder must have presence with direct service centers or exclusive franchisee service centers or authorized service centers in our regional office locations. These locations should be staffed with support personnel with experience in service support of ATMS/ CRMS / peripherals / equipment proposed to be procured under this bid. Bidder to provide a list of service center/franchises with full details with address and contact of service engineers as in <b>Annexure Q</b> of the RFP along with the technical bid. (Documentary proof should be attached). Undertaking letter is to be submitted for providing the service within the Service level mentioned in the RFP. Bidders not having support infrastructure for either of the ATM CDs/CRMs or Peripherals like ACs, UPS or other equipment are not eligible	
8	The bidder should submit a certificate issued by their company secretary or equivalent authorised signatory, certifying that all the components/parts/assembly/software quoted/used in the ATMS/ CRMs , ACs, UPS and any other equipment were original/new components/parts/assembly/software, and that no refurbished/ duplicate/second hand components/parts/assembly/software were being used or would be used. Bidder to submit the certificate as per format provided in Annexure - I of the RFP along with the technical bid. (Documentary proof should be attached)	
9	The bidder should submit a letter of undertaking stating to agree to abide by all the terms and conditions stipulated by the Bank in the RFP including all annexures, addendum and corrigendum for the supply and installation of ATMS/ CRMs at its Branches and other offices located across the command area of bank based on the requirements, specifications, terms and conditions laid down in this Request for Proposal (RFP). Bidder to submit the letter as per format provided in Annexure S & Annexure V of the RFP along with the technical bid. (Documentary proof should be attached).	





**Authorized Signatory****Name and Designation****Office Seal****Place:****Date:**

Note: *This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its bid.*

**ANNEXURE –F [BIDDER INFORMATION]****1. TURNOVER AND P&L DETAILS:**

(Bidders have to submit Certified Xerox copies of Audited Balance Sheet/ P&L).

(Amount in Rs.)

F. Y.	Turnover	Profit and Loss
2016-17		
2017-18		
2018-19		

**2. HARDWARE DELIVERED DETAILS:**

(Submit Certified Xerox copies of POs as support documents for each item).Details of Cash dispensers supplied to meet eligibility criteria:

Sl. No.	PO No. and Date	Order placed by Organisation	Qty.	Cumulative Total
01.				
02.				
03.				
04.				

**3. Clarifications required for this RFP Terms and Conditions:**

(It is to be submitted to submit their clarification/queries in word document in the following format)

Sl. No.	Clause No. and Page No.	RFP Term	Bidders Request for following Clarifications and Amendments	Banks Revised Amendment
01.				
02.				
03.				

04.			
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## ANNEXURE-G: Compliance to Technical Specifications

### a. Technical Specifications for Cash Dispensers

SI.	FEATURE	SPECIFICATIONS / CONFIGURATION	Compl ied Yes/N o	Comm ents, if any
1	MODEL	Lobby MODEL CD compatible with any regulated Power Supply (Conventional UPS or Solar UPS).System should work on 230V 25 Hz supply Single Phase supply. Please mention Make & Model of CD.(Please indicate the tolerance level).Should be mechanically and electrically capable of functioning 24x365 basis.Should enable voice using software of Bank's choice and should support for audio.		
2	PROCESSOR	Intel i3 processor or any other equivalent with minimum Clock speed 2.9 GHz or higher. Vendor to guarantee maintenance of the processor throughout the expected life of 7 years of the ATM.		
3	MEMORY	RAM 4 GB DDR3 or Higher (Upgradable to 6 GB).Minimum of 4 MB Cache or above.		
4	HARD DISK DRIVE	Minimum 1TB x 2 SATA 3 HDD.		
5	INTERNAL DVD WRITER (R/W)	Internal SATA DVD Writer16x and above speed with controller Card.		
6	Key Board & Mouse	Metallic Key board & Optical Mouse – if they are need for admin functions of Cash Dispenser.		
7	Sensors	The CD must have necessary sensors to monitor Temperature Status, Vibration Status, Chest open status for sending Signal / Messages to Switch.		
8	OPERATING SYSTEM & CONTROLLING SOFTWARE	<p>Bidder has to provide any operating system with GUI. Bidder need to provide license , upgradation ,security patches and updation if any without any additional cost.Bidder should take care of the support of the OS during the contract period. Necessary OEM certificate should be provided along with the Technical Bid.</p> <p>Furthermore the bidder should ensure that on upgradation, there should be no disruptions of service and there should not be any performance related issues faced.</p> <p>Furthermore, If the bidder is proposing Windows OS then minimum version should be windows 10 or more.The Bidder should ensure that the proposed OS should have support and maintenance period of no less than 7 years from the date of Issue of Purchas order.</p> <p>Compatible with FIS IST Switch version 7.5 or Above. VSAT, Leased Line, CDMA, ISDN Technology.Reversal Message of Transactions. Multilingual Software for Customer display apart from Hindi ,Odia and English.</p> <p>Remote Retrieval of Journal particulars electronically (EJ pulling) to any vendor of bank's choice (Agent will be provided by bank).</p> <p>Remote login facility for such utilities like Remote load of screens, to shutdown / start cash dispenser</p> <p>to make cash dispenser clear fitness etc. Trace features (provide log file for all messages received and sent by Cash Dispenser. Especially in networked conditions, log should provide information from where the message is received and to which the message sent. i.e. Source and Destination Machines should be identifiable through the logs) Following software reqd.</p> <ol style="list-style-type: none"> <li>1.Remote Key Distribution</li> <li>2. Software distribution capability.</li> </ol>		
9	Required Ports and cards	100 Mbps Ethernet Controller. At least one serial port + one parallel port + minimum 5 USB (USB Port for copying EJ files) with at least 2 on the front		

		side.Mechanism for Battery Backup for BIOS must be there.		
10	Cash Loading facility	Operator Panel / consumer screen for updating the cash counter, FLM activities etc. ATM should have supervisory Menu which provides an interface for day to day operations. Such interface should be accessible using existing modules on the ATM without connecting external input devices like keyboard and mouse. In case such interface requires external input devices like keyboard and mouse, vendor to provide the same for each machine.Inbuilt keyborad andmouse is preferable.		
11.1	Customer Interface:	15" LCD Display with Touch Screen and with 8 functional display keys (FDKs) with privacy filter and Trilingual Screen support.		
11.2		ATMs to be enabled with Voice Guidance with Text-to-Speech fully fledged voice guidance solution for the with necessary and voice files and hardware including internal speakers and head phone jack. Successful Bidder to ensure that all ATMs provided by them should provide the voice guidance for visually impaired persons with necessary software/ utility/ voice files/requisite hardware like ear phone jack slot etc; which should be able to guide the visually impaired cardholder with full-fledged voice guidance so that he/she should be able to do all types of transactions. This should be in line with IBA/Govt of India guidelines for enabling visually impaired persons to transact at ATMs. ATM should have support for Text to Speech or any inbuilt feature through which visually impaired is guided for all ATM transactions which a normal person does at ATMs. The visually impaired person should be able to hear account balance and should also be able to do cash withdrawals for any amount, apart from other The Voice guidance solution should be enabled and be activated with insertion of earphone jack into the given slot by the cardholder.		
11.3		Rugged spill proof Triple DES compliant 16 key Alphanumeric keypad with secured. Encrypting key board with polycarbonate / stainless steel (EPP pin pads) keys. Should comply to latest PCI 3.0 of above standards and 3DES double length keys for protecting the PIN data. Bidder to provide certificate of compliance for PCI EPP.		
11.4		PIN PAD with support for remote key management and should be Braille enabled. (Should have capability of remote key management in case the Bank requires activating the same in future.)		
12.1		There should be provision for Pin shield or recessed pin pad for pin security.		
12.2		ATM must have Braille decals on customer interface modules like card entry slot, cash exit slot, receipt slot in order to ensure ease of access for visually challenge person.		
12.3		Should be capable of supporting Multilingual screen.		
12.4		ADA & AFA compliant and suitable for wheel chair base operation for physically.		
12.5		ATM should be fitted with a Rear view mirror so that customers are able to see what is happening behind him while he/she enters PIN (shoulder surfing).		
12.6		ATM machine should come with good quality customized sticker (at the top area the ATM machine in Bank colours with logo (approx 2 inch wide and 5-6 inches long) Exact design would be mutually discussed and decided by the Bank with successful bidders.		

13.1	<b>Card Reader</b>	Hybrid Dip Smart Card Reader: Smart Card Reader with media entry indicator having capability to read magnetic stripe & smart card chip (EMV v 4.3 or higher standard compliant) with Level 2 approved terminal resident application. Vendor to submit requisite EMV certificate.		
13.2		Capability to read track 1 and 2.		
13.3		Software / license for using smartcard functionality on ATM and for using EMV Chip cards.		
13.4		ATM should have capability for transactions of all types of cards like MasterCard, Maestro, Visa, AMEX, RuPay and all other types of Cards currently being used.		
13.5		ATM should have capability gradation at a future date for enabling transactions through Contact less cards or NFC cards which only needed to be waved close to the reader and enter PIN to operate, so that it act as deterrent against any kind of skimming here data from the card is copied and misused. ATM should also have capability to integrate QR code scanner ready for future requirements of scanning QR code from mobile phones by simply attaching a reader.		
14	<b>Receipt Printer Specification</b>	Receipt printer 40 column graphics Thermal Printer for trouble free receipt printing. Form width 54 mm or higher. The Printer must be able to cut the paper and push the receipt out of slot provided on the ATM fascia. Capable of auto paper loading and cutting. ATM should be capable of providing receipt in Hindi/Odia language also.		
15	<b>Journal Printer Specification</b>	40 column or higher Thermal/Dot Matrix printer for trouble free journal printing and capable of auto paper loading. Form width 54 mm or higher Low media warning for all items viz bills, journal roll, consumer printer etc.		
16.1	<b>Cash Dispensor Module</b>	4 Pick Module (2 x Double Pick Module) with 4 currency cassettes configuration and 1 (one) removable divert/purge BIN (cassette) with lock & key / latches capable of shutting automatically when removed from the ATM.		
16.2		Friction Pick / Vacuum technology presenting mechanism with retract and purge facility for left over notes by the customer. (Cash retraction as of now is disabled in our ATMs. However, the ATMs should be capable to be enabled for cash retraction if so desired by the Bank in future on free of cost basis).		
16.3		Each Cassette should have capability to hold notes of any denominations.		
16.4		Capable of handling old currency and Capable of diverting non-ATM fit note to purgbin.		
16.5		Minimum capacity of cassette should be 2500 notes. Currency cassettes to support all denominations. Minimum Currency dispensing capacity of 40 currency note per cycle.		
16.6		Minimum of dispensing/sacking speed of 5 notes per second. Indication for proper insertion of currency cassette.		
16.7		Capable of Multi currency dispensing. All cassettes to be capable of dispensing all prevalent currency notes like Rs20, Rs50, Rs.100/- Rs. 200/- Rs.500/- and Rs.2000/- etc		
17	<b>CURRENCY CHEST</b>	The external body should be in steel and Currency Chest which is either UL (Underwriters Laboratory Inc. USA) 291 Level 1 or higher standards certified or the CEN L or higher certified (Valid Certificate issued in favour of the Bidder by these agencies to be provided by the Bidder as part of the Bid document) Resistance to Fire/Water/Temperature. Provision for external Alarm system.		
18	<b>CURRENCY CHEST LOCKING SYSTEM</b>	Dual Combination Electronic Lock of 6+6 digits (with an facility of One Time Combination (OTC) and code generation wherever / whenever required) and audit trail capabilities (without any hardware change) of reputed companies required to open the safe. (Locking Mechanism to comply with Standards like UL 437 VDS Class etc) (Mention Model).		

19	<b>KEY PAD</b>	16 Keys and above. Type : Privacy in operation of keyboard with key guard. CD should have Pin Pad Shield covering all three sides to avoid shoulder surfing or capture by the external camera. Metallic stainless steel/Polycarbonate PIN Pad CDs must have latest PCI compliant Encrypting Pin Pad (EPP) and 3 DES double length keys for protecting the PIN data. All the materials used in the EPP must be pest resistant. Any damage caused by the pest will be considered within warranty and will be replaced free of cost.		
20.1	<b>Security</b>	Basic alarm sensors with dual combination lock to monitor the following and sending signals/ messages to Switch/ Management Centre. § Chest door status § Thermal status § Vibration status (ATM should have alarm system with sensors capable of monitoring the above status and having capability to send signals/messages/ alerts in case of Chest Door Open status/thermal status/vibration status).		
20.2		Triple DES chip with encryption / verification / validation software. Should support AES without any additional hardware. Apart from Triple DES encrypted communication EPP, communication from all other devices/ components of ATM should also be encrypted triple DES enabled.		
20.3		ATM should be pre-installed with white listing application solutions. All bidders must provide White listing solution with following features- 1) The solution must ensure that only "white listed" applications run on the ATM 2) The solution must prevent the execution of any non white listed files on the machine. All CDs should be adequately hardened. No malware including viruses, worms & Trojans enter the machine and affect the CD and the network		
20.4		Card reader should have a integrated comprehensive Anti-Skimming system/device with following capabilities/ features: 1) Sense any foreign material/device/attachment in surround of the card reader and send message/signal to switch and to the Remote ATM Monitoring Solution (ESQ) deployed by the Bank which takes feed from Switch 2) Should be able to send signal to Switch to put ATM out of service and block the card reader from accepting any more card insertions 3) Block the card reader entry to the card reader slot when such suspicious activity happens 4) It should also have the provision to sense any suspicious anti-cloning activity attempted through insertion of wire or similar mechanism in the ATM machine (Bidder to submit complete details of Anti-Skimming Device).		
20.5		Application should be PCI PA- DSS compliant as on date of supply of CD. Vendor to submit PA - DSS Compliance certificate and link to PCI website.		
21	<b>CD CABINET</b>	Should hold all the hardware for making above specified activities like processors/Ports/Netware Interface Cards etc		
22	<b>POWER</b>	Power and telecommunications cabling carrying data or supporting CD services should be protected from interception or damage. CD vendors should follow stringent guidelines and best industry practices to protect the systems from unauthorized access and wire-tapping.		
23	<b>FINGERPRINT READER</b>	STQC certified finger print scanner for biometric enabled payment system in the fascia.		
24.1	<b>Additional Security Features:</b>	OEM Vendor to provide following services at no additional cost to the bank : points nos. 24.1 to 24.5.		
24.2		ATM should have dynamic windows password ATM Windows OS should be configured to work in a locked down / restricted mode (with non admin rights).		
24.3		The Windows admin password must be replaced with new one at an interval as defined (say every 2 Hrs).		
24.4		There should be a tracking / database maintained for the Password issued to every ATM and retained for minimum of 12 months.		
24.5		The password must meet the minimum length and upper case and lower case as per security policy defined.		

24.6		The authorized service engineer should retrieve the password from a central helpdesk via email or telephone or SMS on registered email address or mobile number at central help des of the OEM.		
24.7		ATM should have Unique Key per Terminal (UKPT) for both the keys. (UKPT, a key management scheme where each ATM needs to have a unique key for encrypting data, needs to be implemented on all ATMs.)		
24.8		All keys should be TDES double length keys to secure critical data during transmission and storage.		
24.9		Communication security like SSL/TLS to be used to protect data transmission between ATM & ATM switch: ATM Application should provide a secure communication (SSL / TLS to the host / ATM switch such that the data flowing between ATM & Switch remain secure). Necessary SSL/TLS at the ATM level will be vendor responsibility and back-end switch level will be Banks responsibility. ATM application should also be capable to support MACing.		
24.10		OS hardening is required for protection against unauthorized booting from alternative media & an access to ATM hard disk.		
24.11		Operating System (OS) should be parameterized to log critical changes and incidents and should be monitored on regular basis.		
24.12		ATM machine should come with a pre installed GPS Tracking System to identify ATM location in case of theft etc. (Bidder to suggest its proposed working and roll out in its technical bid).		
24.13		ATM PC Core and Dispenser should have strong encryption .		
24.14		ATM should have the provision to change the default BIOS password to Banks own Password.		
24.15		Cash dispenser security should be set to physical (level 3) authentication level to thwart any Black Box type of attacks.		
24.16		Should be Able to prevent booting from a removable media (including disabling auto play).		
25.01	<b>DIGITAL VIDEO SURVEILLANCE SYSTEM</b>	The Digital Video Surveillance System which shall be the integral part of the CD and shall have the following features :		
25.2		ATM should be integrated with a digital video surveillance system with a primary camera (Portrait, face camera) and should be capable to capture image of the customer approaching and performing transactions at the ATM. Camera should be positioned to capture image even in extreme low / difficult light conditions which ensures that ensures clear image of the persons entering ATM room.		
25.3		The Camera shall be pilfering proof. Pilfer proof camera with a minimum resolution of 640X480. The image quality should be good and clear enough to assist in establishing identity.		
25.04		Separate Hard Disk for DVR recording (1TB ) and above.		
25.05		The system shall capture the image of the Cardholder while doing the transaction and the image shall have the clarity to identify the cardholder.		
25.06		The system shall be capable of motion activation. Support motion detection recording: Video Surveillance System should be able to start recording/capturing images immediately in the event of any movement/motion taking place in the ATM room, apart from normal recording at the time of transactions.		
25.07		Solution must be able to capture & stamp the date, time, transaction information on the video / images.		
25.08		The System should be able to store the images in a digital format for minimum 12 months at an average of 400 transactions per day. The bidder will be responsible for maintenance activities and image retrieval. The backups should be taken during preventive maintenance and supervised by the bidder. The media for back up will be provided by the bank.		
25.09		The system should provide the necessary interface to view the stored images on hard disk or external media.		
25.10		The system shall take care of extreme light conditions.		



25.11		The system must capture the image and the transactions with time stamp.		
25.12		The system shall provide for locating and retrieving an image or event by date and time, card number, transaction number and CDID.		
25.13		The hardware shall be integrated within the CD.		
25.14		The solution must not degrade the performance of CD e.g. speed of normal transaction.		
25.15		The image / video data stored on hard disk should be taken as backup during preventive maintenance on media provided by the Bank and handed over to the concerned branch.		
25.16		There should not be any loss of data due to space constraint. The data backup is to be monitored to ensure that there will not be overwriting after the specified minimum period.		
25.17		At no point of time cameras should focus on CD key pad (mask must be implemented on the key pad area) and the camera images shall have timestamp by default.		
25.18		The solution must not degrade the performance of ATM, e.g. speed of normal transaction. The solution's health must be capable of monitoring from the ATM Switch of the Bank.		
25.19		The system shall have minimum four(4) cameras and at least one camera installed inside the CD. Make and model of the DVSS system should be clearly mentioned in the bid offer document.		
26	<b>BIOMETRICKIT FOR THE CDs</b>	CD configuration as above along with scanner and thumb / finger print scanning software. CDs should have functionality required for illiterate persons. Trilingual screen support and capable of Voice Guidance. The CD will be connected to the Switch. The switch will identify whether transaction is PIN based or Biometric. ATM to support card based (PIN based) transactions and Bio-Metric (multiple finger minutiae) transaction functionality that is compatible with AEPS & Aadhaar. Secure Biometric scanner that supplies the finger print data to the ATM switch in 800 byte ANSI- INCITS 378-2004 templates in Hex. The Biometric Scanner should be of good quality capable of accepting finger scans in one go and should be STQC certified and compatible with AEPS & Aadhaar specifications.		
27	<b>FUNCTIONS</b>	InterBank operations :Cash withdrawal,Balance inquiry,PIN Change ,Mini Statement Printing. Intra Bank Operations: Cash Withdrawal,Balance inquiry ,Cheque book request, Statement Request, PIN Change ,Mini Statement Printing .Enable linking for 4 accounts like SB, CA, OD, etc. Any other functionality decided by the Bank.		
28	<b>ENVIRONMENTAL REQUIREMENTS</b>	Operating temperature : 0 to 40 Degree C Storage : -10 to 50 Degrees C Relative Humidity : 10% to 90% non- condensing		
29	<b>Rear View Mirror</b>	Rear View Mirrors should allow CD users to see what is happening behind him/her when they enter PIN to prevent shoulder surfing. All CDs should have rear mirrors covering majority area of the CD site. so that shutter can't be closed by unauthorized person.		
30	<b>Shutter</b>	Top locking provision of the shutter should be there so that shutter can't be closed by unauthorized person.		
31	<b>Guidelines and configuration</b>	(i)Implementation of directions/ guidelines/ best practices of RBI/ Govt/ IBA should be possible. (ii)The CD should be enabled with Voice Guidance ( Hindi / Odia and English) feature capable of guiding visually challenged as per IBA guidelines.No additional charges shall be paid for EMV testing. All ATMs should be EMV card compliant. (iii) No additional charges shall be paid for EMV testing. All ATMs should be EMV card compliant. (ii) All ATM should comply with control measures for ATMs prescribed by RBI vide circular RBI/ 2017-18/206 DBS9CO).CSTIE/BC.5/31.01.015/2017-18 dated 20 June 2018.		
32	<b>Communication &amp; Connectivity</b>	Machine should have capability to connect to any type of Ethernet network switch (Presently Bank has FIS 7.5 Switch.) Should have Network InterfaceCard10/100 Mbps. Should connect to the existing Switches using NDC or DDC device handler. ATM must support		



		TCP/IP/SSL/TLS/MACing.		
33	Others	<p>Able to perform a self test/ diagnostic test at the time of logout from the maintenance Module.Able to provide help in graphical mode to load consumables in the ATM, like printer stationery Able to provide RP/JP low messages to our Switch/ Management Centre.</p> <p>ATM model should be certified for Switch.(Bidder to provide requisite certificate).</p> <p>Vendor should provide a module for central downloading of Low/High level ATM screens, patches etc.</p> <p>Ability to view the number of notes dispensed / left in each cassette without making ATM out of service from a remote location.</p> <p>ATM should have low Power consumption in operation as well as in idle condition.</p> <p>ATM should be enabled for centrally downloading of distribution etc. Grouting of the ATM should be done. as per the Industry Best standard and RBI guidelines.</p>		

### b. Technical Specification of Cash Recycler

SI.	FEATURE	SPECIFICATIONS / CONFIGURATION OF CASH RECYCLER MACHINE	Compl ied Yes/N o	Comme nts, if any
1	MODEL	Lobby MODEL CRM compatible with any regulated Power Supply (Conventional UPS or Solar UPS).System should work on 230V 25 Hz supply Single Phase supply. Please mention Make & Model of CRM.(Please indicate the tolerance level).Should be mechanically and electrically capable of functioning 24x365 basis.Should enable voice using software of Bank's choice and should support for audio.		
2	PROCESSOR	Intel i3 processor or any other equivalent with minimum Clock speed 2.9 GHz or higher. Vendor to guarantee maintenance of the processor throughout the expected life of 7 years of the CRM.		
3	MEMORY	RAM 4 GB DDR3 or Higher (Upgradable to 6 GB).Minimum of 4 MB Cache or above.		
4	HARD DISK DRIVE	Minimum 1TB x 2 SATA 3 HDD.		
5	INTERNAL DVD WRITER (R/W)	Internal SATA DVD Writer16x and above speed with controller Card.		
6	KEY BOARD & MOUSE	Metallic Key board & Optical Mouse – if they are need for admin functions of Cash Dispenser.		
7	SENSORS	The CRM must have necessary sensors to monitor Temperature Status, Vibration Status, Chest open status for sending Signal / Messages to Switch.		
8.1	OPERATING SYSTEM & CONTROLLING SOFTWARE	<p>Bidder has to provide any operating system with GUI. Bidder need to provide license , upgradation ,security patches and updation if any without any additional cost.Bidder should take care of the support of the OS during the contract period. Necessary OEM certificate should be provided along with the Technical Bid.</p> <p>Furthermore the bidder should ensure that on upgradation, there should be no disruptions of service and there should not be any performance related issues faced.</p> <p>Furthermore, If the bidder is proposing Windows OS then minimum version should be windows 10 or more. The Bidder should ensure that the proposed OS should have support and maintenance period of no less than 7 years from the date of Issue of Purchas order.</p>		

8.2		Compatible with FIS IST Switch version 7.5 or Above. VSAT, Leased Line, CRMMA, ISDN Technology. Reversal Message of Transactions. Multilingual Software for Customer display apart from Hindi, Odia and English. Remote Retrieval of Journal particulars electronically (EJ pulling) to any vendor of bank's choice (Agent will be provided by bank). Remote login facility for such utilities like Remote load of screens, to shutdown / start cash dispenser to make cash dispenser clear fitness etc. Trace features (provide log file for all messages received and sent by Cash Dispenser. Especially in networked conditions, log should provide information from where the message is received and to which the message sent. i.e. Source and Destination Machines should be identifiable through the logs) Following software reqd. 1. Remote Key Distribution 2. Software distribution capability.		
8.3		The software should have the utility for converting files containing transaction details into ASCII format.		
8.4		Application software must be CEN 3 XFS compliant without any hardware / operating system changes. The software should include support for remote key transport.		
9	<b>REQUIRED PORTS AND CARDS</b>	100 Mbps Ethernet Controller. At least one serial port + one parallel port + minimum 5 USB (USB Port for copying EJ files) with at least 2 on the front side. Mechanism for Battery Backup for BIOS must be there.		
10	<b>CASH LOADING FACILITY</b>	Operator Panel / consumer screen for updating the cash counter, FLM activities etc. CRM should have supervisory Menu which provides an interface for day to day operations. Such interface should be accessible using existing modules on the CRM without connecting external input devices like keyboard and mouse. In case such interface requires external input devices like keyboard and mouse, vendor to provide the same for each machine. Inbuilt keyboard and mouse is preferable.		
11.1	<b>CUSTOMER INTERFACE:</b>	15" LCRM Display with Touch Screen and with 8 functional display keys (FDKs) with privacy filter and Trilingual Screen support.		
11.2		CRMs to be enabled with Voice Guidance with Text-to-Speech fully fledged voice guidance solution for the with necessary and voice files and hardware including internal speakers and head phone jack. Successful Bidder to ensure that all CRMs provided by them should provide the voice guidance for visually impaired persons with necessary software/ utility/ voice files/requisite hardware like ear phone jack slot etc; which should be able to guide the visually impaired cardholder with full-fledged voice guidance so that he/she should be able to do all types of transactions. This should be in line with IBA/Govt of India guidelines for enabling visually impaired persons to transact at CRMs. CRM should have support for Text to Speech or any inbuilt feature through which visually impaired is guided for all CRM transactions which a normal person does at CRMs. The visually impaired person should be able to hear account balance and should also be able to do cash withdrawals for any amount, apart from other The Voice guidance solution should be enabled and be activated with insertion of earphone jack into the given slot by the cardholder.		
11.3		Rugged spill proof Triple DES compliant 16 key Alphanumeric keypad with secured. Encrypting key board with polycarbonate / stainless steel (EPP pin pads) keys. Should comply to latest PCI 3.0 of above standards and 3DES double length keys for protecting the PIN data. Bidder to provide certificate of compliance for PCI EPP.		
11.4		PIN PAD with support for remote key management and should be Braille enabled. (Should have capability of remote key management in case the Bank requires activating the same in future.)		
11.5		There should be provision for Pin shield or recessed pin pad for pin security.		
11.6		CRM must have Braille decals on customer interface modules like card entry slot, cash exit slot, receipt slot in order to ensure ease of access for visually challenge person.		

11.7		Should be capable of supporting Multilingual screen.		
11.8		ADA & AFA compliant and suitable for wheel chair base operation for physically.		
11.9		CRM should be fitted with a Rear view mirror so that customers are able to see what is happening behind him while he/she enters PIN (shoulder surfing).		
11.10		CRM machine should come with good quality customized sticker (at the top area the CRM machine in Bank colours with logo (approx 2 inch wide and 5-6 inches long) Exact design would be mutually discussed and decided by the Bank with successful bidders.		
12.1	<b>CARD READER</b>	Hybrid Dip Smart Card Reader: Smart Card Reader with media entry indicator having capability to read magnetic stripe & smart card chip (EMV v 4.3 or higher standard compliant) with Level 2 approved terminal resident application. Vendor to submit requisite EMV certificate.		
12.2		Capability to read track 1 and 2.		
12.3		Software / license for using smartcard functionality on CRM and for using EMV Chip cards.		
12.4		CRM should have capability for transactions of all types of cards like MasterCard, Maestro, Visa, AMEX, RuPay and all other types of Cards currently being used.		
12.5		CRM should have capability gradation at a future date for enabling transactions through Contact less cards or NFC cards which only needed to be waved close to the reader and enter PIN to operate, so that it act as deterrent against any kind of skimming here data from the card is copied and misused. CRM should also have capability to integrate QR code scanner ready for future requirements of scanning QR code from mobile phones by simply attaching a reader.		
12.6		Dip Card Reader with anti-skimming device installed and integrated with the card reader of the CRM. 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 CRM Management Centre of the vendor, iii) Capable of enabling the switch and/or Remote CRM Management Centre to put the machine Out-Of-Service as well as block the card reader from accepting any more card insertions		
13	<b>RECEIPT PRINTER SPECIFICATION</b>	Receipt printer 40 column graphics Thermal Printer for trouble free receipt printing. Form width 54 mm or higher.The Printer must be able to cut the paper and push the receipt out of slot provided on the CRM fascia. Capable of auto paper loading and cutting.CRM should be capable of providing receipt in Hindi/Odia language also.		
14	<b>JOURNAL PRINTER SPECIFICATION</b>	40 column or higher Thermal/Dot Matrix printer for trouble free journal printing and capable of auto paper loading.Form width 54 mm or higher Low media warning for all items viz bills, journal roll, consumer printer etc.		
15.1	<b>CASH DISPENSOR MODULE</b>	4 Pick Module (2 x Double Pick Module) with 4 currency cassettes configuration and 1 (one) removable divert/purge BIN (cassette) with lock & key / latches capable of shutting automatically when removed from the CRM.		
15.2		Bunch Note Accepting with capacity up to 200 notes per transaction accepting all denominations as specified in RFP.		
15.3		Friction Pick / Vacuum technology presenting mechanism with retract and purge facility for left over notes by the customer. (Cash retraction as of now is disabled in our CRMs. However, the CRMs should be capable to be enabled for cash retraction if so desired by the Bank in future on free of cost basis). Hardware mechanism there should be there to hold and dispense paper currency or polymer notes of any dimension as per the government guidelines.		
15.4		Each Cassette should have capability to hold notes of any denominations or any dimension. Provision for Denomination-wise sorting of the deposited currency notes should be there.		

15.5		Capable of handling old currency and Capable of diverting non-CRM fit note to purgbin.REC should have template for all new variants of currency notes issued by RBI from time to time. Vendor should update the software to support all new variants currency notes as well as new denominations, if any, issued subsequently without any extra cost to the Bank. REC should be capable of validating both the sides of the currency notes deposited.		
15.6		Minimum capacity of cassette should be 2500 notes. Currency cassettes to support all denominations. Minimum Currency dispensing capacity of 40 currency note per cycle.		
15.7		Minimum of dispensing/sacking speed of 5 notes per second.Indication for proper insertion of currency cassette.		
15.8		Capable of Multi currency dispensing. All cassettes to be capable of dispensing all prevalent currency notes like Rs50, Rs.100/- , Rs. 200/- ,Rs.500/- and Rs.2000/- etc		
16	<b>CURRENCY CHEST</b>	The external body should be in steel and Currency Chest which is either UL (Underwriters Laboratory Inc. USA) 291 Level 1 or higher standards certified or the CEN L or higher certified (Valid Certificate issued in favour of the Bidder by these agencies to be provided by the Bidder as part of the Bid document) Resistance to Fire/Water/Temperature. Provision for external Alarm system.		
17	<b>CURRENCY CHEST LOCKING SYSTEM</b>	Dual Combination Electronic Lock of 6+6 digits (with an option of One Time Combination (OTC) and code generation wherever / whenever required) and audit trail capabilities (without any hardware change) of reputed companies required to open the safe . (Locking Mechanism to comply with Standards like UL 437 VDS Class etc) (Mention Model).		
18	<b>KEY PAD</b>	16 Keys and above. Type : Privacy in operation of keyboard with key guard. CRM should have Pin Pad Shield covering all three sides to avoid shoulder surfing or capture by the external camera. Metallic stainless teel/Polycarbonate PIN Pad CRMs must have latest PCI compliant Encrypting Pin Pad (EPP) and 3 DES double length keys for protecting the PIN data.All the materials used in the EPP must be pest resistant. Any damage caused by the pest will be considered within warranty and will be replaced free of cost.		
19.1	<b>SECURITY</b>	Basic alarm sensors with dual combination lock to monitor the following and sending signals/ messages to Switch/ Management Centre. § Chest door status § Thermal status § Vibration status (CRM should have alarm system with sensors capable of monitoring the above status and having capability to send signals/messages/ alerts in case of Chest Door Open status/thermal status/vibration status).		
19.2		Triple DES chip with encryption / verification / validation software. Should support AES without any additional hardware. Apart from Triple DES encrypted communication EPP, communication from all other devices/ components of CRM should also be encrypted triple DES enabled.		
19.3		CRM should be pre-installed with white listing application solutions. All bidders must provide White listing solution with following features- 1) The solution must ensure that only "white listed" applications run on the CRM 2) The solution must prevent the execution of any non white listed files on the machine. All CRMs should be adequately hardened. No malware including viruses, worms & Trojans enter the machine and affect the CRM and the network		

19.4		Card reader should have an integrated comprehensive Anti-Skimming system with following capabilities/ features: 1) Sense any foreign material/device/attachment in surround of the card reader and send message/signal to switch and to the Remote CRM Monitoring Solution (ESQ) deployed by the Bank which takes feed from Switch 2) Should be able to send signal to Switch to put CRM out of service and block the card reader from accepting any more card insertions 3) Block the card reader entry to the card reader slot when such suspicious activity happens 4) It should also have the provision to sense any suspicious anti-cloning activity attempted through insertion of wire or similar mechanism in the CRM machine (Bidder to submit complete details of Anti-Skimming Device).		
19.5		Application should be PCI PA- DSS compliant as on date of supply of CRM. Vendor to submit PA -DSS Compliance certificate and link to PCI website.		
19.6		CRM should have remote status indicators including but not limited to below mentioned indicators: Low paper, Low currency, Currency Cassette full, Divert bin Full, CRM out of service, Paper jam in printers, Printer fatal, Surveillance equipment (camera and related equipment).		
20	<b>RCM CABINET</b>	Should hold all the hardware for making above specified activities like processors/Ports/Netware interface Cards etc		
21	<b>POWER</b>	Power and telecommunications cabling carrying data or supporting CRM services should be protected from interception or damage. CRM vendors should follow stringent guidelines and best industry practices to protect the systems from unauthorized access and wire-tapping.		
22	<b>FINGERPRINT READER</b>	STQC certified finger print scanner for biometric enabled payment system in the fascia.		
23.1	<b>ADDITIONAL SECURITY FEATURES:</b>	OEM Vendor to provide following services to the bank :		
23.2		CRM should have dynamic windows password CRM Windows OS should be configured to work in a locked down / restricted mode (with non admin rights).		
23.3		The Windows admin password must be replaced with new one at an interval as defined (say every 2 Hrs).		
23.4		There should be a tracking / database maintained for the Password issued to every CRM and retained for minimum of 12 months.		
23.5		The password must meet the minimum length and upper case and lower case as per security policy defined.		
23.6		The authorized service engineer should retrieve the password from a central helpdesk via email or telephone or SMS on registered email address or mobile number at central help des of the OEM.		
23.7		CRM should have Unique Key per Terminal (UKPT) for both the keys. (UKPT, a key management scheme where each CRM needs to have a unique key for encrypting data, needs to be implemented on all CRMs.)		
23.8		All keys should be TDES double length keys to secure critical data during transmission and storage.		
23.9		Communication security like SSL/TLS to be used to protect data transmission between CRM & CRM switch: CRM Application should provide a secure communication (SSL / TLS to the host / CRM switch such that the data flowing between CRM & Switch remain secure). Necessary SSL/TLS at the CRM level will be vendor responsibility and back-end switch level will be Banks responsibility.		
23.10		OS hardening is required for protection against unauthorized booting from alternative media & an access to CRM hard disk.		
23.11		Operating System (OS) should be parameterized to log critical changes and incidents and should be monitored on regular basis.		
23.12		CRM machine should come with a pre-installed GPS Tracking System to identify CRM location in case of theft etc. (Bidder to suggest its proposed working and roll out in its technical bid).		

23.1 3		CRM PC Core and Dispenser should have strong encryption .		
23.1 4		CRM should have the provision to change the default BIOS password to Banks own Password.		
23.1 5		Cash dispenser security should be set to physical (level 3) authentication level to thwart any Black Box type of attacks.		
23.1 6		Should be Able to prevent booting from a removable media (including disabling auto play).		
24.0 1	<b>DIGITAL VIDEO SURVEILLANCE SYSTEM</b>	The Digital Video Surveillance System which shall be the integral part of the CRM and shall have the following features :		
24.0 2		CRM should be integrated with a digital video surveillance system with a primary camera (Portrait, face camera) and should be capable to capture image of the customer approaching and performing transactions at the CRM. Camera should be positioned to capture image even in extreme low / difficult light conditions which ensures that ensures clear image of the persons entering CRM room.		
24.0 3		The Camera shall be pilfering proof. Pilfer proof camera with a minimum resolution of 640X480. The image quality should be good and clear enough to assist in establishing identity.		
24.0 4		Separate Hard Disk for DVR recording (1TB ) and above.		
24.0 5		The system shall capture the image of the Cardholder while doing the transaction and the image shall have the clarity to identify the cardholder.		
24.0 6		The system shall be capable of motion activation.Support motion detection recording: Video Surveillance System should be able to start recording/capturing images immediately in the event of any movement/motion taking place in the CRM room, apart from normal recording at the time of transactions.		
24.0 7		Solution must be able to capture & stamp the date, time, transaction information on the video / images.		
24.0 8		The System should be able to store the images in a digital format for minimum 12 months at an average of 400 transactions per day. The bidder will be responsible for maintenance activities and image retrieval.The backups should be taken during preventive maintenance and supervised by the bidder. The media for back up will be provided by the bank.		
24.0 9		The system should provide the necessary interface to view the stored images on hard disk or external media.		
24.1 0		The system shall take care of extreme light conditions.		
24.1 1		The system must capture the image and the transactions with time stamp.		
24.1 2		The system shall provide for locating and retrieving an image or event by date and time, card number, transaction number and CRMID.		
24.1 3		The hardware shall be integrated within the CRM.		
24.1 4		The solution must not degrade the performance of CRM e.g. speed of normal transaction.		
24.1 5		The image / video data stored on hard disk should be taken as backup during preventive maintenance on media provided by the Bank and handed over to the concerned branch.		
24.1 6		There should not be any loss of data due to space constraint. The data backup is to be monitored to ensure that there will not be overwriting after the specified minimum period.		
24.1 7		At no point of time cameras should focus on CRM key pad (mask must be implemented on the key pad area) and the camera images shall have timestamp by default.		
24.1 8		The solution must not degrade the performance of CRM, e.g. speed of normal transaction.The solution's health must be capable of monitoring from the CRM Switch of the Bank.		
24.1 9		The system shall have minimum four(4) cameras and at least one camera installed Inside the CRM.Make and model of the DVSS system should be clearly mentioned in the bid offer document.		

25	<b>BIOMETRICKIT FOR THE RCMS</b>	<p>CRM configuration as above along with scanner and thumb / finger print scanning software. CRMs should have functionality required for illiterate persons. Trilingual screen support and capable of Voice Guidance. The CRM will be connected to the Switch. The switch will identify whether transaction is PIN based or Biometric.</p> <p>CRM to support card based (PIN based) transactions and Bio-Metric (multiple finger minutiae) transaction functionality that is compatible with AEPS &amp; Aadhaar.</p> <p>Secure Biometric scanner that supplies the finger print data to the CRM switch in 800 byte ANSI- INCITS 378-2004 templates in Hex. The Biometric Scanner should be of good quality capable of accepting finger scans in one go and should be STQC certified and compatible with AEPS &amp; Aadhaar specifications.</p>		
26	<b>FUNCTIONALITIES</b>	<p>InterBank operations: Cash withdrawal, Balance inquiry, PIN Change ,Mini Statement Printing and Transfer of funds from one account to another.</p> <p>Intra Bank Operations: Cash Deposit, Cash Withdrawal, Balance inquiry ,Cheque book request, Statement Request, PIN Change ,Mini Statement Printing ,Transfer of funds from one account to another, Mobile and aadhar seeding. Enable linking for 4 accounts like SB, CA, OD, etc. Any other functionality decided by the Bank.</p>		
27	<b>ENVIRONMENTAL REQUIREMENTS</b>	<p>Operating temperature : 0 to 40 Degree C</p> <p>Storage : -10 to 50 Degrees C</p> <p>Relative Humidity : 10% to 90% non- condensing</p>		
28	<b>REAR VIEW MIRROR</b>	<p>Rear View Mirrors should allow CRM users to see what is happening behind him/her when they enter PIN to prevent shoulder surfing. All CRMs should have rear mirrors covering majority area of the CRM site. So that shutter can't be closed by unauthorized person.</p>		
29	<b>SHUTTER</b>	<p>Top locking provision of the shutter should be there so that shutter can't be closed by unauthorized person.</p>		
30	<b>GUIDELINES AND LATEST INDUSTRY STANDARD</b>	<p>(i)Implementation of directions/ guidelines/ best practices of RBI/ Govt/ IBA should be possible.</p> <p>(ii)The CRM should be enabled with Voice Guidance (Hindi / Odia and English) feature capable of guiding visually challenged as per IBA guidelines. No additional charges shall be paid for EMV testing. All CRMs should be EMV card compliant.</p> <p>(iii) No additional charges shall be paid for EMV testing. All CRMs should be EMV card compliant.</p> <p>(ii) All CRM should comply with control measures for CRMs prescribed by RBI vide circular RBI/ 2017-18/206 DBS9CO).CSTIE/BC.5/31.01.015/2017-18 dated 20 June 2018.</p>		
31	<b>COMMUNICATION &amp; CONNECTIVITY</b>	<p>Machine should have capability to connect to any type of Ethernet network switch (Presently Bank has FIS 7.5 Switch.)</p> <p>Should have Network InterfaceCard10/100 Mbps. Should connect to the existing Switches using NDC or DDC device handler. CRM must support TCP/IP/SSL/TLS/MACing.</p> <p>Should be capable of being connected to Fidelity National Information Services (FIS) ATM switch (IST) 7.5 or above using NDC/D912 at no additional cost to Bank.CRM must support the TCP/IP protocol.</p>		



32	OTHERS	<p>(i)Able to perform a self-test/ diagnostic test at the time of logout from the maintenance Module.Able to provide help in graphical mode to load consumables in the CRM, like printer stationery Able to provide RP/JP low messages to our Switch/ Management Centre.</p> <p>(ii)CRM model should be certified for Switch.(Bidder to provide requisite certificate).</p> <p>(iii)Vendor should provide a module for central downloading of Low/High level CRM screens, patches etc.</p> <p>(iv)Ability to view the number of notes dispensed / left in each cassette without making CRM out of service from a remote location.</p> <p>(v)CRM should have low Power consumption in operation as well as in idle condition.</p> <p>(vi)CRM should be enabled for centrally downloading of distribution etc.</p> <p>(vii)CRM should be preloaded with CEN XFS 3.0 compliant layer and should be capable of running multi vendor software without any hardware / operating system changes. (CRM must support and should be loaded with XFS/Multi vendor software.)</p> <p>(viii)Must be fitted with rat mesh/ CRM vendor to guarantee that CRM is free from rat menace.</p> <p>(ix) The CRM should have provision for grouting i.e. bolting the same with the ground and the Bidder should arrange the engineer and required support team and complete grouting activity without any cost to the Bank. (Drilling 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. Applying resin adhesive (Araldite) over the finished bolt positions for improved bonding) Grouting of the ATM should be done. as per the Industry Best standard and RBI guidelines.</p>		
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### c. Technical Specification of UPS System

SI.N O	FEATURE	SPECIFICATIONS / CONFIGURATION	Compl ied Yes/No	Comme nts, if any
1	Technology requirement	<p>More than 1 KVA single phase input &amp; output, on-line double conversion unit with facility for Automatic Switch Over to battery and Visa-Versa without any delay.</p> <p>Intelligent load and invertor management based on real time.</p> <p>Microprocessor controlled high frequency PWM technology. UPS should have 8 hours backup and should be compatible with Solar Power.</p>		
2	INPUT			
2.1	Nominal Voltage	230 V AC, [+20 % TO -35%], Single Phase		
2.2	Nominal Frequency	45 Hz to 55 Hz		
2.3	Input Power Factor	> 0.9		
3	BATTERY			
3.1	No. of hours of backup	<p>Minimum BACK UP time of 8 hours throughout the project. Accordingly Bidder need to provide the UPS and Battery. Depending on the load and local voltage level the Bidder should factor. If backup time is less than specified time vendor need to replace the batteries without any additional cost.</p>		
3.2	Battery voltage	minimum 12V		
3.3	Type	Sealed Maintenance Free [SMF] Lead Acid		
3.4	Voltage, rating	The bidder shall supply and install suitable Racks to house the batteries.		
4	OUTPUT			



4.1	<b>Power Capacity</b>	More than 1 KVA or above as per the requirement to meet the criteria of Back up time.		
4.2	<b>Load Power Factor</b>	0.7 lag to unity within KVA & KW rating		
4.3	<b>Nominal voltage</b>	220 / 230 VAC, Single Phase		
5	<b>ENVIRONMENTAL</b>			
5.1	<b>Acoustic Noise level</b>	< 55 db		
5.2	<b>Ambient Temperature</b>	0 to 25Deg C		
5.3	<b>Storage Temperature</b>	-10 to 70 Deg C		
5.4	<b>Humidity</b>	Upto 95 %, RH, Non-condensing		
5.5	<b>Altitude</b>	< 1000 Mtrs, above sea level [without derating]		
6	<b>METERING / LCD Digital Display</b>	Following parameters should be displayed: Input voltage, Battery voltage, Output load (W),Input voltage, Battery current (%),Output voltage.		
7	<b>INDICATORS / ALARMS</b>	Battery low pre-alarm,Batter low,Load on battery,UPS indicator,Battery status indicator,Load on Bypass,Inverter Faulty,Mains, Inverter, Output on Indicator & Others if any, specify.		
8	<b>PROTECTIONS</b>	Input under / over voltage ,Rectifier over voltage,Rectifier over current,Battery low,Battery charging current limit,Output under voltage,Output over voltage,Output overload,Output short circuit,Inverter over temperature.		
9	<b>ISOLATION TRANSFORMER(IT )</b>	To be provided and installed as a feature of the system at the input. The IT should be installed in such a way that the it will be working independently for one separate Isolation transformer for the UPS and ATM CD.This is optional Bank may or may not take.		
10	<b>TESTING STANDARDS</b>	IEC 62040 - PART III. Testing by NABL approved labs.		
11	<b>STABILIZER</b>	4 kVA servo Stabilizer [as an optional item to provide in case the local voltage is low. Provide make, model,Technical specs., etc]		
12	<b>COMMUNICATION INTERFACE</b>			
13	<b>Standard</b>	RS 232 port for Software Interface		
14	<b>Optional</b>	SNMP facility. However, Inbuilt provision to be available in the UPS		
15	<b>Load Management</b>	Signage On time and Off time control through inverter output when mains is present only - shall not work in battery mode. Minimum 3 programmable socket at the output.		

#### d. Technical Specification of Electrical Equipment:

Sl No	Description	Complied Yes/No	Comments, if any
1	Based on earthing electrode with inbuilt copper strip/Gel/GAF based. Should have resistance <1 Ohm and should be <2V between neutral and earth. Suitable electrode be used as per the site requirements.  Earth enhanced compound powder (Gel) with hardener to be provided minimum 20Kg per site/ Back Fill / Site Filled compound (BFC/BSC)-100 Kg. Earthing warranty for 3 years. The electrode should be minimum 60mm dia and 2 meter length. Dedicated earthing for ATM.		

2	6 mm solid insulated extending from earth pit to ATM room using a 2mm thick PVC 19mm dia conduit.		
---	---	--	--

Note: The bidder should necessarily indicate the name of the brand while submitting the proposal along with the specifications offered. Technical evaluation of UPS will be made by the Bank to assess the Bank's requirements. Main cabling from Meter to CD site 4 mm square per meter Main cabling from Meter to CD site 10mm square per meter Light Fittings for Poster Frames Wall mounted flexible gooseneck spotlights or equivalent with built in transformer 12V, 35 Watts of light from, Deconor equivalent Make and LFH 123 - 2 nos. for wall posters suggested(No)

**We confirm compliance of all technical Specifications without any deviations**

**Signature of the Bidder**

### ANNEXURE –H [CERTIFICATE FROM CLIENT]

We hereby certify that M/s. \_\_\_\_\_ was awarded contract for the supply of ATM Sites vide our Purchase Order Reference No. \_\_\_\_\_ dated \_\_\_\_\_ (copy of PO enclosed) with reference to our RFP Reference No. \_\_\_\_\_ dated \_\_\_\_\_.

We also certify that M/s. \_\_\_\_\_ has executed the contract so awarded to them complete in all respects as per terms and conditions of the above referred Purchase Order / RFP. The details of project execution under the above purchase order / RFP is as under

Year in which The ATMs /CDs/ CRMs supplied .	Total Order Value.	Details of ATMs/CDs/CRMs supplied and Installed. (List out of the make and model of ATMs /CDs/CRMs supplied)	Name and details of Contact person of the organisation for reference.

**Authorized Signatory**

**Name and Designation**

**Office Seal**

**Place:**

**Date:**

### ANNEXURE -- I [UNDERTAKING OF AUTHENTICITY FOR HARDWARE AN SOFTWARE]

**The General Manager,  
IT Department,  
Odisha Gramya Bank,  
Head Office,  
Gandamunda , Khandagiri  
Bhubaneswar 751030**

**Sub:** Supply of IT ATM SITES:

**Ref:** Your RFP reference No: RFP No. RFP OGB/ITD/ATM/CRM/002/2019 dated 05-08-2019

With reference to the ATM Sites being supplied /quoted to you in response to the above RFP, we hereby undertake that all the components / parts / assembly / software used in the ATM site under the above like Processor, Mother Board, Memory, Hard disk, Monitor, SMPS, ACs, UPS,CCTV and other hardware 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 RFP, the same shall be supplied along with the authorised license certificate (eg: Product Keys on Certification of Authenticity in case of Microsoft Windows Operating System) and also that it shall be sourced from the authorised source (eg: Authorised 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 the IT ATMS/ CRMS /Software already billed, we agree to take back the ATM Sites 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.

**Authorized Signatory**

**Name and Designation**

**Office Seal**

**Place:**

**Date:**

## **ANNEXURE –J[SELF DECLARATION – BLACKLISTING]**

**The General Manager  
Information Technology Department  
Odisha Gramya Bank  
Head Office  
Bhubaneswar- 751030**

Dear Sir,

We hereby certify that, we have not been blacklisted in any Central Government / PSU / Banking / Insurance company in India as on date of the RFP.

**Authorized Signatory**

**Name and Designation**

**Office Seal**

**Place:**

**Date:**

## ANNEXURE – K[PROFORMA OF BANK GUARANTEE (DELIVERY)]

**THIS GUARANTEE AGREEMENT** executed at \_\_\_\_\_ this \_\_\_\_ day of

\_\_\_\_\_ Two thousand Sixteen **BY:**

\_\_\_\_\_ Bank, (\*), a body corporate constituted under Banking

**Companies Acquisition and Transfer of Undertakings Act, 1970** having its Registered Office / Head Office at \_\_\_\_\_, and a Branch Office at

\_\_\_\_\_ (hereinafter referred to as “the **Guarantor**”, which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns)

### IN FAVOUR OF:

Odisha Gramya Bank, a body corporate constituted under Banking Companies Acquisition and Transfer of Undertakings Act, 1970, having its Head Office at Gandamunda, Bhubaneswar 751030 (hereinafter referred to as “the **Bank**”, which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns)

### ON BEHALF OF:

M/s. \_\_\_\_\_, a company within the meaning of the Companies Act, 1956 (I of 1956) and having its Registered Office at

\_\_\_\_\_ (hereinafter referred to as “the **Vendor**”, which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns)

1. WHEREAS the Bank on \_\_\_\_\_, has entered into a contract with the vendor for supply of ATM Sites (hereinafter collectively called “ATMS/ CRMS”) for supply and installation at its Branches and other offices located across the Country.
2. AND WHEREAS pursuant to the Bid Documents, Purchase Order dated \_\_\_\_\_ and other related documents (hereinafter collectively referred to as “the **said documents**”), the Bank has agreed to purchase from M/s. \_\_\_\_\_ the said ATMS/ CRMS, more particularly described in the said documents, and the vendor has agreed to supply the said ATMS/ CRMS to the Bank, subject to payment of price as stated in the said documents and also subject to the terms and conditions, covenants, provisions and stipulations contained in the said documents.
3. AND WHEREAS pursuant to the above arrangement, the Bank has placed a purchase Order with the said vendors and the vendors has duly confirmed the same.
4. AND WHEREAS in terms of the said documents, the vendor has agreed to deliver the said ATMS/ CRMS within a maximum period of 4 weeks from the date of acceptance of the purchase order and to provide an unconditional irrevocable performance Bank Guarantee in favour of the Bank from a Scheduled Commercial Bank other than Odisha Gramya Bank acceptable to the Bank for securing the Bank towards faithful observance and performance by the vendor of the terms, conditions, covenants, stipulations,

provisions of the Contract / the said documents.

5. AND WHEREAS at the request of the vendor, the Guarantor has agreed to guarantee the Bank, payment of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), being 20% of the contract value, towards faithful observance and performance by the vendor of the terms of the contract.

**NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:**

In consideration of the premises, the Guarantor hereby unconditionally, absolutely and irrevocably guarantees the Bank as follows:

6. The Guarantor hereby guarantees and undertakes to pay, on demand, to the Bank at its office at Bhubaneswar forthwith, the sum of Rs. \_\_\_\_\_ or any part thereof, as the case may be, as aforesaid due to the Bank from the vendor, towards any loss, costs, damages etc., suffered by the Bank on account of default of the vendor in the observance and performance of the said delivery obligations and other terms, conditions, covenants, stipulations, provisions of the contract, without any demur, reservation, contest, recourse or protest or without any reference to the vendor. Any such demand or claim made by the Bank, on the Guarantor shall be final, conclusive and binding, notwithstanding any difference or any dispute between the Bank and the vendor or any dispute between the Bank and the vendor pending before any Court, Tribunal, Arbitrator, or any other authority.
1. The Guarantor agrees and undertakes not to revoke this Guarantee during the currency of these presents, without the previous written consent of the Bank and further agrees that the Guarantee herein contained shall continue to be enforceable until and unless it is discharged earlier by the Bank, in writing.
  2. The Bank shall be the sole judge to decide whether the vendor has failed to perform the terms of the contract for supplying the ATMS/ CRMS , and on account of the said failure what amount has become payable by the vendor to the Bank under this Guarantee. The decision of the Bank in this behalf shall be final, conclusive and binding on the Guarantor and the Guarantor shall not be entitled to demand the Bank to establish its claim under this Guarantee but shall pay the sums demanded without any objection, whatsoever.
  3. To give effect to this Guarantee, the Bank, may act as though the Guarantor was the principal debtor to the Bank.
  4. The liability of the Guarantor, under this Guarantee, shall not be affected by
    - i) any change in the constitution or winding up of the vendor or insolvency or any absorption, merger or amalgamation of the vendor with any other company, corporation or concern; or
    - ii) any change in the management of the vendor or takeover of the management of the vendor by the Government or by any other authority; or
    - iii) acquisition or nationalization of the vendor and/or of any of its undertaking(s) pursuant to any law; or
    - iv) any change in the constitution of the Bank / vendor; or
    - v) any change in the setup of the Guarantor which may be by way of change in the constitution, winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise; or
    - vi) The absence or deficiency of powers on the part of the Guarantor to give Guarantee(s) and/or Indemnities or any irregularity in the exercise of such powers.
5. Notwithstanding anything contained herein:
- i) Our liability under this Bank guarantee shall not exceed Rs \_\_\_\_\_

(Rupees \_\_\_\_\_ only);

- ii) This Bank guarantee shall be valid upto .....; and
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_” (\* \*)”

6. For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising there from, the courts of Bhubaneswar city where the Bank has its Head Office shall alone have jurisdiction to the exclusion of all other courts.

IN WITNESS WHEREOF the Guarantor has caused these presents to be executed on the day, month and year first herein above written as hereinafter appearing.

SIGNED AND DELIVERED BY

The within named Guarantor,

\_\_\_\_\_,  
by the hand of Sri. \_\_\_\_\_, its authorized official.

(\* ) To be suitably altered depending on the nature of constitution of the bank that issues the Guarantee.

(\*\*) There shall be a claim period of 45 Days from the date of expiry of the guarantee. Hence the date should be 45 Days from the date of expiry of guarantee.

**ANNEXURE – L [PROFORMA OF BANK GUARANTEE (PERFORMANCE)]**

To  
**General Manager**  
**Odisha Gramya Bank,**  
**IT Department**  
**Gandamunda, Bhubaneswar - 751030**

THIS GUARANTEE AGREEMENT executed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand Sixteen BY: \_\_\_\_\_ Bank, (\*) **a body corporate constituted under Banking Companies Acquisition and Transfer of Undertakings) Act, 1970**, having its Registered Office/ Head Office at \_\_\_\_\_, and a Branch Office at \_\_\_\_\_ (hereinafter referred to as “the Guarantor”, which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns)

IN FAVOUR OF:

Odisha Gramya Bank, a body corporate constituted under Banking Companies (Acquisition and Transfer of

Undertakings) Act, 1970, having its Head Office at Gandamunda ,Khandagiri Bhubaneswar 751030 (hereinafter referred to as “**Bank**”, which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns),

1. **WHEREAS** the Bank, on \_\_\_\_\_ has concluded a Contract with \_\_\_\_\_ a company within the meaning of the Companies Act, 1956 (1 of 1956) and having its registered office at \_\_\_\_\_ for supply of ATM Sites (hereinafter collectively called “ATMS/ CRMS ”) and installation at its Branches and other offices located across the Country.
2. **AND WHEREAS** pursuant to the Bid Documents, purchase order, and the other related documents (hereinafter collectively referred to as “the said documents”), the Bank has agreed to purchase from M/s.....who has agreed to provide to the Bank .....the said ATMS/ CRMS , more particularly described in the said documents, subject to payment of the price as stated in the said documents and also subject to the terms, conditions, covenants, provisions and stipulations contained in the said documents.
3. **AND WHEREAS** pursuant to the above arrangement, the Bank, has concluded a Contract, with M/s. .... on ..... (Hereinafter referred to as “the Vendor” which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns), subject to the terms and conditions contained in the said documents and the vendor has duly confirmed the same.
4. **AND WHEREAS** in terms of the Contract stated in the said documents, the vendor has agreed to warrant comprehensive maintenance of the entire ATMS/ CRMs including the System, software, components and accessories supplied and to provide an unconditional and irrevocable performance bank guarantee, in favour of the Bank, from a Scheduled Commercial Bank other than Odisha Gramya Bank acceptable to the Bank for securing the Bank towards faithful observance and performance by the vendor of the terms, conditions, covenants, stipulations, provisions of the Contract/the said documents.
5. **AND WHEREAS** at the request of the Vendor, the Guarantor has agreed to guarantee the Bank, payment of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) being 5% of the contract value towards faithful observance and performance by the Vendor of the terms of the Contract.

**NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:**

In consideration of the premises, the Guarantor hereby unconditionally, absolutely and irrevocably guarantees the Bank as follows:

6. The Guarantor hereby guarantees and undertakes to pay, on demand, to the Bank at its office at Bhubaneswar forthwith, an amount of Rs .....(the amount equal to 10% of the order value or any part thereof, as the case may be), as aforesaid due to the Bank from the Vendor, towards any loss, costs, damages, etc. suffered by the Bank on account of default of the **Vendor** in providing comprehensive maintenance as per the warranty and contractual terms and in the observance and performance of other terms, conditions, covenants, stipulations, provisions of the Contract, without any demur, reservation, contest, recourse or protest or without any reference to the

**Vendor.** Any such demand or claim made by the Bank, on the Guarantor shall be final, conclusive and binding notwithstanding any difference or any dispute between the Bank and the **Vendor** or any dispute between the Bank and the **Vendor** pending before any Court, Tribunal, Arbitrator, or any other authority.

1. The Guarantor agrees and undertakes not to revoke this Guarantee during the currency of these presents, without the previous written consent of the Bank and further agrees that the Guarantee herein contained shall continue to be enforceable until and unless it is discharged earlier by the Bank, in writing.
2. The Bank shall be the sole judge to decide whether the **Vendor** has failed to perform the terms of the Contract in providing comprehensive maintenance as per the warranty and contractual terms by the Vendor to the Bank, and on account of the said failure what amount has become payable by the **Vendor** to the Bank under this Guarantee. The decision of the Bank in this behalf shall be final, conclusive and binding on the Guarantor and the Guarantor shall not be entitled to demand the Bank to establish its claim under this Guarantee but shall pay the sums demanded without any objection, whatsoever.
3. To give effect to this Guarantee, the Bank, may act as though the Guarantor was the principal debtor to

the Bank

4. The liability of the Guarantor, under this Guarantee shall not be affected by
- i) any change in the constitution or winding up of the Vendor or any absorption, merger or amalgamation of the **Vendor** with any other company, corporation or concern; or
  - ii) any change in the management of the **Vendor** or takeover of the management of the **Vendor** by the Government or by any other authority; or
  - iii) acquisition or nationalisation of the **Vendor** and/or of any of its undertaking(s) pursuant to any law; or
  - iv) any change in the constitution of the Bank / **Vendor**; or
  - v) any change in the set up of the Guarantor which may be by way of change in the constitution, winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise; or
  - vi) the absence or deficiency of powers on the part of the Guarantor to give Guarantees and/or Indemnities or any irregularity in the exercise of such powers.
5. Notwithstanding anything contained herein:
- i) Our liability under this Bank guarantee shall not exceed Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only);
  - ii) This Bank guarantee shall be valid upto .....; and
  - iii) We are liable to pay the guaranteed amount or any part thereof under this Bank guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_ (\*\*)
6. For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising there from the courts of Bhubaneswar city where the Bank has its Head Office shall alone have jurisdiction to the exclusion of all other courts.  
IN WITNESS WHEREOF the Guarantor has caused these presents to be executed on the day, month and year first herein above written as hereinafter appearing.

SIGNED AND DELIVERED BY the  
within named Guarantor,

\_\_\_\_\_

by the hand of Shri. \_\_\_\_\_, its  
authorised official.

(\*) To be suitably altered depending on the nature of constitution of the bank that issues the guarantee.

(\*\*) There shall be a claim period of 45 Days from the date of expiry of the guarantee. Hence the date should be 45 Days from the date of expiry of guarantee

## ANNEXURE –M [AMC BANK GUARANTEE FORMAT]

To

**General Manager**  
**Odisha Gramya Bank,**  
**IT Department**  
**Gandamunda, Bhubaneswar - 751030**

Whereas ( \_\_\_\_\_ ) has undertaken in pursuance of the Contract no. \_\_\_\_\_ dated

\_\_\_\_\_ to, inter-alia, Maintenance and support of \_\_\_\_\_ as per the Contract document (herein after called "The Contract"), dated \_\_\_\_\_ (Purchase Order No.)

AND whereas it has been stipulated by you in the said Contract that \_\_\_\_\_ (Company's name) shall furnish you with a Bank Guarantee by a recognized Bank for the sum of Rs. \_\_\_\_\_ specified therein as security for



compliance with the \_\_\_\_\_ maintenance/support obligations in accordance with the Contract.

AND whereas we have agreed to give you the Guarantee on behalf of \_\_\_\_\_

(Company's name)-

Therefore, We -----(Bank's name and address) hereby affirm that we as Guarantors are responsible to you, on behalf of \_\_\_\_\_, up to a total of Rs.\_\_\_\_\_ and we undertake to pay you, upon your first written demand declaring \_\_\_\_\_

(Company's name) to be in default under the Contract and without cavil or argument, any sum or sums within the limit of Rs.\_\_\_\_\_ as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee is valid until the \_\_\_\_\_ (Date)

"All rights and obligations arising from this Guarantee shall be governed by the laws of Republic of India".

Notwithstanding anything herein above contained including what is stated in clauses thereof, our liability under this Guarantee is restricted to Rs.\_\_\_\_\_ and shall remain in force until

\_\_\_\_\_. (Date) Unless a demand or claim under the Guarantee is lodged with us in writing at **Bhubaneswar** on or before \_\_\_\_\_ Three months from the date of expiry- Date), all your rights under said Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities hereunder whether or not this document is returned.

Place:

Date:

## ANNEXURE – N [BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT]

To  
**General Manager**  
**Odisha Gramya Bank,**  
**IT Department**  
**Gandamunda, Bhubaneswar - 751030**

WHEREAS \_\_\_\_\_(Name of Tenderer) (hereinafter called "the Tenderer" has submitted its tender dated \_\_\_\_\_ (Date) for the execution of (Name of Contract)\_\_\_\_\_ (hereinafter called "the Tender") in favour of

\_\_\_\_\_hereinafter called the "Employer"; KNOW ALL MEN by these presents that we, \_\_\_\_\_(name of the issuing Bank), a body corporate constituted under the

\_\_\_\_\_having its Head Office at \_\_\_\_\_amongst others a branch/office at \_\_\_\_\_ (hereinafter called "the Bank" are bound unto the employer for the sum of Rs\_\_\_\_\_ (Rupees\_\_\_\_\_ only) for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents; THE

CONDITIONS of this obligation are:

- (a) If the Tenderer withdraws its Tender during the period of Tender validity specified in the Tender; or
- (b) If the Tenderer having been notified of the acceptance of his Tender by the Employer during the period of Tender validity;
  - (i) fails or refuses to execute the Agreement, if required; or
  - (ii) fails or refuses to furnish the performance security, in accordance with clause \_\_\_\_\_ of conditions of Contract.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. Notwithstanding anything contained herein

- i) Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)
- ii) This Bank Guarantee is valid up to \_\_\_\_\_ and
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before

\_\_\_\_\_ (mention period of guarantee as found under clause (ii) above plus claim period)  
Dated \_\_\_\_\_ day of \_\_\_\_\_ 2019.

SIGNED AND DELIVERED BY the  
within named Guarantor,

\_\_\_\_\_  
by the hand of Shri. \_\_\_\_\_, its  
authorised official.

(\* ) To be suitably altered depending on the nature of constitution of the bank that issues the guarantee.

(\*\* ) There shall be a claim period of 45 Days from the date of expiry of the guarantee. Hence the date should be 45 Days from the date of expiry of guarantee.

## ANNEXURE – O [Format for Technical Bid]

1) Name and Address of the Company	
2) Registered Address of the Company	
3) Location of factory/assembly /Integration	
3) Year of Incorporation	
4) Local/Contact Address	
5) Contact Person	
a) Name:	
b) Designation:	
c) Phone:	
d) Fax:	
e) Cell No:	
f) E-mail	
6) Details of Hardware manufactured directly by vendor (OEM).	

7) Details of Hardware for which the bidder has Authorization from OEM authorizing the bidder as reseller/ channel partner.		
8) Year of receipt of ISO 9001:2008 /14001:2004 certifications with validity.		
9) Turnover and Net Profit of the company (Rs. in Crores)		
FINANCIAL YEAR	Turnover	Net Profit (After Tax)
2016-2017		
2017-2018		
2018-2019 (Provisional/Audited)		
10) Number of ATM Sites Installed (indicate make and brand of the Hardware Sold in each year) – year wise		
2016-2017		
2017-2018		
2018-2019		

We attach herewith the proof of documents as per clause 1.11 of the RFP are enclosed along with this technical bid.

We certify that the ATMS/ CRMs and other hardware items quoted above meet all the Technical specifications as per Annexure G of the RFP No. RFP OGB/ITD/ATM/CRM/002/2019 dated 05-08-2019. We also confirm that we agree to all the terms and conditions mentioned in this RFP No. RFP OGB/ITD/ATM/CRM/002/2019 dated 05-08-2019 .

**Authorized Signatory**

**Name and Designation**

**Office Seal**

**Place:**

**Date:**

#### ANNEXURE – P [FORMAT FOR COMMERCIAL BID]

#### Part-1/2: [Price Bid format for ATM and other Equipment]

1. Name of Bidder:
2. Address of Corporate Office:

**TABLE I - COST OF ATM CDS:**

Sl.	Description ,Make & Model:	Unit Price[A]	Qty.[B]	Total Price[C=AxB]
1	ATM/ CD – as per Technical Specification in Annexure – G		40	
2	CRM - as per Technical Specification in Annexure – G		10	
2	Total Cost Table-I((Column C)			

**TABLE II - COST OF ATM UPS SYSTEM AND BATTERIES:**

Sl.	Item Description	Qty [A]	Unit Cost/ Quarter [B]	Cost/Quarter [C=B x A]	Total Cost/Year [D=Cx4]	Total Cost- 5 years[Dx5=E]
1	UPS Systems as per Annexure-G	50				
2	Set of SMF Batteries for UPS Ref. Annexure-G	50				

3	Chemical Earthing as per the industry best practice. Ref-Annexure-G	50			
4	Security System consists of 4 external CCTV cameras along with DVSS and Monitor.	50			
5	4KVA Servo Stabiliser - input range 90Volt	50			
6	4KVA Servo Stabiliser-input range 140Volt	50			
Total Cost Table-II (Column E)					

**TABLE III - COST FOR Helpdesk, CONSUMABLES, EJ PULLING, NETWORK**

Sl.	Item Description	Qty. [A]	Unit Cost/Quarter [B]	Cost/Quarter [C=B x A]	Total Cost/Year [D=Cx4]	Total Cost- 5 years[Dx5=E]
1	Cost for Centralized Electronic Journal (EJ) pulling, Software & Content distribution at ATM premises.	50				
2	Cost of support staff at Bank's premises for call Management.	50				
3	Cost of all the consumables.	50				
4	Cost of establishment and maintenance of connectivity between Bank's Switch and Bidders' DC for feed and monitoring vide Bank's DC.					
Total Cost Table-III((Column E)						

**TABLE IV - COST FOR ANNUAL MAINTENANCE (This includes AMC Cost of all the H/W and products and Software supplied and installed by the bidder)**

Sl.	Description ,Make & Model:	Unit Price[A]	Qty.[B]	Total Price [C=AxB]
1	AMC Charges for 2nd year			
2	AMC Charges for 3rd year			
3	AMC Charges for 4th year			
4	AMC Charges for 5th year			
5	AMC Charges for 6th year			
6	AMC Charges for 7th year			
Total Cost Table-IV(Column C)				

**TABLE V - TOTAL COST OF OWNERSHIP**

Sl.	TOTAL COST OF HARDWARE	Qty.	Total Cost in Rs)
1	COST OF ATM CDS.	TABLE I	
2	COST OF ATM UPS SYSTEM AND BATTERIES	TABLE II	
3	COST FOR HELPDESK/CONSUMABLES/EJ PULLING	TABLE III	
4	ANNUAL MAINTENANCE CONTRACT CHARGES	TABLE IV	
5	Total cost of project (TCO)		

**NOTE:**

1. L1 will be determined based on the total price quoted by any of the technically short-listed bidder, whose commercial bid is opened, under Table V Serial No.5 (Grand Total).
2. Entering into AMC with the successful bidder shall be strictly as per terms and conditions defined in Clause 1.5, 1.6, 1.7 &1.8 of this RFP.

We certify that the 'items quoted above meets the Technical Specifications as per Annexure - G of the RFP No. RFP OGB/ITD/ATM/CRM/002/2019 dated 05-08-2019 and prices quoted are all in compliance with the terms indicated in clause 1.11 of the RFP no RFP OGB/ITD/ATM/CRM/002/2019 dated 05-08-2019. We also confirm that we agree to all the terms and conditions mentioned in this RFP OGB/ITD/ATM/CRM/002/2019 dated 05-08-2019.

**Authorized Signatory****Name and Designation****Office Seal****Place:****Date:****Part-2/2: (Price Schedule of Hardware, equipment and various components)****Price Schedule Annexure-P [Part-2/2]**

<b>A. Price schedule for Spares and components -ATM</b>			
<b>SI No</b>	<b>Item Description(A)</b>	<b>Qty</b>	<b>Rate</b>
1	Access Electromagnetic Lock(AEL)		
2	Access Lock		
3	Access Lock Card Reader(ALCR)		
4	Access Lock Controller(ALCN)		
5	ATM Main Power Cable(AMPC)		
6	ATM MAIN POWER SUPPLY		
7	Barcode Reader(BR)		
8	Bezel Epp5		
9	Burglar Alarm		
10	CCA 13 Port USB HUB		
11	CCA Power Manager		
12	CCTV Camera inbuilt		
13	Combination Lock with Key		
14	Chest		
15	Chest Door		
16	Chest Door Cutting Charges		
17	Chest Door handle		
18	Double pick Module with Cassettes		
19	DVD Writer		
20	Dispenser PCB(Control)		
21	Currency Cassette		
22	Electronic combination Lock		

23	Electronic combination Lock Cutting and Fixing, Charge		
24	Envelope Motorized dispenser		
25	Engineer Visit Charge		
26	EPP or ATM key Board		
27	external DVSS		
28	External Monitor for CCTV		
29	Finger Print Scanner		
30	Operator Panel(OP)		
31	Mother Board		
32	Harness		
33	HARD DISK		
34	Harness Cable set-Lower		
35	Harness Cable set-Upper		
36	Hood door Lock and Keys		
37	Journal Printer		
38	Journal Printer Paper Cost for 1000m length.		
39	Keyboard with inbuilt Mouse		
40	Lower Hood Fascia		
41	Metal Function keypad(One Side) with button		
42	Monitor		
43	Monitor Side Bezel		
44	Picker Module		
45	Presenter CCA		
46	Presenter module		
47	Receipt Printer		
48	Receipt Printer Paper Cost for 1000m length.		
49	Dip Smart Card Reader		
50	Stacker Module		
51	TCM CCA		
52	Touch Screen		
53	Upper Hood Fascia		
54	USB External camera with cable		
55	Vandal Screen		
56	Vault Lock Battery		
57	Intracity: Shifting Cost of all the provided hardware and security system. This includes de-installation and re-installation cost.		
58	Intercity: Shifting Cost of all the provided hardware and security system. This includes de-installation and re-installation cost.		
59	Cost of Grouting		
60	Cost of De-Grouting		

#### B. Price schedule for Spares and components -ATM

S No	Description	Specification	Amount(in Rs)
1	Monitor (15" or higher) with touch screen		
2	Access Electromagnetic Lock		
3	Access Lock		
4	Access Lock Card Reader		
5	Access Lock Controller		
6	Bar Code Reader		
7	Bunch Note Acceptor		
8	Charges for Visit to ATM location by Technical Person per day.		
9	Chest		
10	Chest Door		

11	Combination Lock with Key		
12	Cost of Biometric Upgradation (Hardware & Software)		
13	Currency Cassette		
14	De-Grouting Cost		
15	DIP Smart Card Reader		
16	Dispenser PCB(Control)		
17	Dispenser Unit		
18	Divert/Reject Cassette		
19	Dome camera		
20	Double pick Module with Cassettes		
21	Double pick Module with Cassettes		
22	DVD Writer		
23	DVSS		
24	DVSS system with camera & Software integrated with Cd		
25	Envelope Motorized dispenser		
26	EPP		
27	Fascia Lock		
28	Fascia/Facia		
29	Finger Print Scanner		
30	Grouting Cost		
31	Hard Disk as per RFP		
32	Hard Disk 500 GB		
33	Harness		
34	Harness Cable		
35	Hood Door Lock & Key		
36	Journal printer		
37	LCD/Led monitor(as per Vendor's specification)		
38	Main SMPS		
39	MAS Hamilton Lock with OTC mechanism		
40	Monitor for the External Camera connected to DVSS		
41	Mother board with Processer		
42	Operator Panel		
43	PC Core		
44	PC Core SMPS		
45	Power Supply Unit		
46	Presenter		
47	Printer Head- journal printer		
48	Printer Head- Receipt printer		
49	RAM as per the RFP		
50	Receipt printer		
51	Recycler Solution		
52	S&G Lock with OTC mechanism		
53	Shifting Cost-Intercity		
54	Shifting Cost-Intracity		
55	Shutter assembly		
56	Touch Screen		
57	Vault breaking charges		

### C. Price schedule for Spares and Components -UPS

S No	Description(Specify the model and specification)	Specification	Amount(in Rs)
1	UPS Battery		
2	PSDR		

3	BOOSTER		
4	Fans & Blowers		
5	Power Card/Main Power supply		
6	Charger Card		
7	Control Card		
8	OVCD		
9	EMI Card		

The components in the above tables of price schedule are as per the industry standard, However bidder may provide the price of the component depending on the make and model of the product supplied by the bidder.

**Notes:**

- a. The Price Schedule mentioned here is as per the technical details mentioned in Annexure G.
- b. Arithmetical errors, if any, in the price breakup format will be rectified as under:
  - ☐ If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the bidder does not accept the correction of errors, the bid will be rejected.
  - ☐ If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total bid price for the bid shall be taken as correct.
  - ☐ If the bidder has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
  - ☐ Bank may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving does not prejudice or affect the relative ranking of any bidder.
  - ☐ Bank may order the selected bidder for the Shifting or repair of the TIS part including AC, UPS, Sign Board and other equipment excluding CD of existing site (old ATM site provided by other Vendors) as per the price list decided by this RFP.

Bank reserves the right to calculate TCO for evaluation of commercial bid (Annexure-P) using any formula recommended by regulatory/supervisory authorities and L1 (Lowest Evaluated Bidder) status is determined based on this calculation.

**Place.**

**AUTHORISED SIGNATORY**

**Date:**

**Name:**

**Designation:**

**ANNEXURE – Q [DETAILS OF SUPPORT INFRASTRUCTURE AVAILABLE WITH BIDDER]**

However, Bidder's representative and local office at Bhubaneswar will be the contact point for the Bank. The Bidder is responsible for managing the activities of its personnel or the Personnel of its



franchisees and will be accountable for both.

PLEASE REFER TO ELIGIBILITY CRITERIA

S No:	Name of Regional Office Location	Contact details with names , address , contact Number, e-mail ID etc.	Specify whether direct service centers or exclusive franchisee service centers or authorized service centers	Number of Service Engineers Attached for UPS , ATM/CRMs and earthing
1.	Angul			
2.	Balasore			
3.	Bhadrak			
4.	Cuttack			
5.	Dhenkanal			
6.	Jajpur			
7.	Jagatsinghpur			
8.	Kendrapada			
9.	<b>Bhubaneswar</b>			
10.	Keonjhar			
11.	Khurda			
12.	Mayurbhanj			
13.	Nayagarh			
14.	Puri			

We hereby certify that the details of direct service centers or exclusive franchisee service centers or authorized service centers mentioned above are of our own.

**Authorized Signatory**

**Name and Designation**

**Office Seal**

**Place:**

**Date:**

**ANNEXURE – R [Escalation Matrix]**

Name of Company:

Delivery Related Issues:

Sl. No	Name	Designation	Full office Address	Phone No	Mobile No	Fax	Email address
		First Level Contact					
		Second Level Contact (if response is					

		not received in 24 hours)					
		Regional/Zonal Head (if response is not received in 48 hours)					
		Country Head (if response is not received in 1week)					

Name of Company:

Services Related Issues:

Sl. No	Name	Designation	Full office Address	Phone No	Mobile No	Fax	Email address
		First Level Contact					
		Second Level Contact (if response is not received in 4 hours)					
		Regional/Zonal Head (if response is not received in 24 hours)					
		Country Head (if response is not received in 48 hours)					

Any change in designation, substitution will be informed to the bank immediately

Signature:

Name of Representative:

Designation: Company

Seal:

## ANNEXURE – S[TERMS AND CONDITIONS COMPLIANCE TABLE]

**Note:** Bid proposals not conforming to all terms (as per RFP terms & conditions) mentioned below, will not be taken for further evaluation and may be treated that bid proposal as Technically non-responsive. Bank will not entertain any correspondence in this regard.

**Table I:**

S.No.	Description	Submitted Yes/No	Page No. of Bid Document	Deviations, if any
1	Eligibility Criteria			
2	Power of Attorney from the Company to the Employee participating in the Bid			
3	Bid Security			
4	Manufacturer's Authorisation Form			
5	Letter of Authorisation to Bid			

**TableII:**

S.No.	Description	Complied Yes/No	Page No. of Bid Document	Deviations if any
1	Performance Security			
2	Payment Terms			
3	Delivery			
4	Liquidated Damages			
5	Force Majeure			
6	Indemnity			
7	Liability of the bidder			
8	Termination for default			
9	Negligence			
10	Scope of Work and Service level Agreement			

We confirm compliance of all the above terms and conditions and also other conditions of RFP, except for the deviations mentioned above.

Signature of the bidder with designation  
Company Seal

## ANNEXURE-T [LETTER OF AUTHORISATION TO BID]

**Ref. No . ..... Dated: / /2019**

**The General Manager  
IT Department ,  
OdishaGramyaBank, Head Office,  
Gandamunda**

**Bhubaneswar-751030**

Dear Sir,

Sub: Letter of Authorisation to RFP for Cash Dispensers and other Equipment.

We M/s ..... (Name and address of the Company) hereby authorize Mr/Ms . .....(Name and Address of person), to submit a Bid, and sign the Contract on behalf of us for all the Goods required by the Bank as called for vide the Bank’s request for proposal reference no : RFP OGB/ /ITD/CD /2016 dated :

We are here with submitting the certified Xerox copy Power of Attorney, authorising them to submit Bid documents on behalf of our Company.

Yours faithfully,

(Signature)  
Name& Seal

Note: This letter of authority should be on the letterhead of the principal on whose behalf the proposal is submitted and should be signed by a person competent and having the power of attorney to bind the Principal. It should be included by the Bidder in its Bid.

**ANNEXURE – U [Undertaking compliance of minimum wages]**

**The General Manager,  
Information Technology Department,  
Odisha Gramya Bank, Head Office,  
Gandamunda ,Khandagiri  
Bhubaneswar – 751030**

Sir,

Sub: Confirmation for Government Rules relating to Minimum Wages:

Ref: Your Purchase Order No \_\_\_\_\_ dated \_\_\_\_\_

We refer to your purchase order no. Dated / Service Level Agreement awarding contract for \_\_\_\_\_.

In this regard we confirm that the employees engaged by our Company to carry out the services in your bank for the above said contract are paid minimum wages / salaries as stipulated in the Government (Central / State) Minimum Wages / Salaries act in force. We also indemnify the Bank against any action / losses / damages that arise due to action initiated by Commissioner of Labour for non-compliance to the above criteria.

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

**Authorized Signatory****Name and Designation****Office Seal****Place:****Date:****Annexure – V [ LETTER OF UNDERTAKING]**

**The General Manager,  
Information Technology Department,  
Odisha Gramya Bank, Head Office,  
Gandamunda , Khandagiri  
Bhubaneswar – 751030**

Dear Sir,

1. We hereby confirm that we agree to all the RFP terms and conditions of the RFP No.RFP OGB/ITD/ATM/CRM/002/2019 dated 05-08-2019, its Annexure's, amendments made to the RFP without any pre-conditions. Any presumptions, assumptions, deviations given or attached as part of technical document (technical bid) be treated as null and void.
2. We confirm that the undersigned is authorized to sign on behalf of the company and the necessary support document delegating this authority is enclosed to this letter.
3. We also agree that you are not bound to accept the lowest or any bid received and you may reject all or any bid without assigning any reason or giving any explanation whatsoever.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

Yours faithfully,

For \_\_\_\_\_

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

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

**Authorized Signatory****Name and Designation****Office Seal****Place:****Date:****Annexure - W [ Non-Disclosure Agreement]**

This Agreement is made and entered on this ----- day of -----, 201 ("Effective Date") between

**Odisha Gramya Bank**, a body corporate constituted under Regional Rural Bank Act- 1976, having its Administrative Office at **At: Gandamunda, Po: Khandagiri, Bhubaneswar – 751030**, hereinafter called

the (Hereinafter referred to as “**OGB**”, which expression shall mean and include unless repugnant to the context, its successors and permitted assigns) ;

**AND**

\_\_\_\_\_, a company registered in \_\_\_\_\_ and having its registered office at \_\_\_\_\_ (Hereinafter referred to as “-----”, which expression shall mean and include unless repugnant to the context, its successors and permitted assigns).

The term “Disclosing Party” refers to the party disclosing the confidential information to the other party of this Agreement and the term “Receiving Party” means the party to this Agreement which is receiving the confidential information from the Disclosing Party.

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

**NOW THEREFORE**

In consideration of the mutual protection of information herein by the parties hereto and such additional promises and understandings as are hereinafter set forth, the parties agree as follows:

**Article 1: Purpose**

The purpose of this Agreement is to maintain in confidence the various Confidential Information, which is provided between OGB and ----- to perform the considerations (hereinafter called “Purpose”) set forth in below:

**(STATE THE PURPOSE)**

**Article 2: DEFINITION**

For purposes of this Agreement, "Confidential Information" means the terms and conditions, and with respect to either party, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to the Purpose (including, but not limited to, information identified as being proprietary and/or confidential or pertaining to, pricing, marketing plans or strategy, volumes, services rendered, customers and suppliers lists, financial or technical or service matters or data, employee/agent/ consultant/officer/director related personal or sensitive data and any information which might reasonably be presumed to be proprietary or confidential in nature) excluding any such information which (i) is known to the public (through no act or omission of the Receiving Party in violation of this Agreement); (ii) is lawfully acquired by the Receiving Party from an independent source having no obligation to maintain the confidentiality of such information; (iii) was known to the Receiving Party prior to its disclosure under this Agreement; (iv) was or is independently developed by the Receiving Party without breach of this Agreement; or (v) is required to be disclosed by governmental or judicial order, in which case Receiving Party shall give the Disclosing Party prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable the Disclosing Party to seek a protective order or other appropriate remedy at Disclosing Party's sole costs. Confidential Information disclosed orally shall only be considered Confidential Information if: (i) identified as confidential, proprietary or the like at the time of disclosure, and (ii) confirmed in writing within Seven (7) days of disclosure.

**Article 3: NO LICENSES**

This Agreement does not obligate either party to disclose any particular proprietary information; to purchase, sell, license, transfer, or otherwise dispose of any technology, services, or products; or to enter into any other form of business, contract or arrangement. Furthermore, nothing contained hereunder shall be construed as creating, conveying, transferring, granting or conferring by one party on the other party any rights, license or authority in or to the Confidential Information disclosed under this Agreement.

#### **Article 4: DISCLOSURE**

1. Receiving Party agrees and undertakes that it shall not, without first obtaining the written consent of the Disclosing Party, disclose or make available to any person, reproduce or transmit in any manner, or use (directly or indirectly) for its own benefit or the benefit of others, any Confidential Information save and except both parties may disclose any Confidential Information to their Affiliates, directors, officers, employees or advisors of their own or of Affiliates on a "need to know" basis to enable them to evaluate such Confidential Information in connection with the negotiation of the possible business relationship; provided that such persons have been informed of, and agree to be bound by obligations which are at least as strict as the recipient's obligations hereunder. For the purpose of this Agreement, Affiliates shall mean, with respect to any party, any other person directly or indirectly Controlling, Controlled by, or under direct or indirect common Control with, such party. "Control", "Controlled" or "Controlling" shall mean, with respect to any person, any circumstance in which such person is controlled by another person by virtue of the latter person controlling the composition of the Board of Directors or owning the largest or controlling percentage of the voting securities of such person or by way of contractual relationship or otherwise.
2. The Receiving Party shall use the same degree of care and protection to protect the Confidential Information received by it from the Disclosing Party as it uses to protect its own Confidential Information of a like nature, and in no event such degree of care and protection shall be of less than a reasonable degree of care.
3. The Disclosing Party shall not be in any way responsible for any decisions or commitments made by Receiving Party in relying on the Disclosing Party's Confidential Information.

#### **Article 5: RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION**

The parties agree that upon termination of this Agreement or at any time during its currency, at the request of the Disclosing Party, the Receiving Party shall promptly deliver to the Disclosing Party the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Receiving Party or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

#### **Article 6: INDEPENDENT DEVELOPMENT AND RESIDUALS**

Both parties acknowledge that the Confidential Information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the parties, which afford them certain competitive and strategic advantage. Accordingly, nothing in this Agreement will prohibit the Receiving Party from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development.

**Article 7: INJUNCTIVE RELIEF**

The parties hereto acknowledge and agree that in the event of a breach or threatened breach by the other of the provisions of this Agreement, the party not in breach will have no adequate remedy in money or damages and accordingly the party not in breach shall be entitled to injunctive relief against such breach or threatened breach by the party in breach.

**Article 8: NON-WAIVER**

No failure or delay by either party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise of enforcement of any other right, remedy or power.

**Article 9: DISPUTE RESOLUTION**

If any dispute arises between the parties hereto during the subsistence or thereafter, in connection with or arising out of this Agreement, the dispute shall be referred to arbitration under the Indian Arbitration and Conciliation Act, 1996 by a sole arbitrator mutually agreed upon. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators, one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. Arbitration shall be held in Bhubaneswar, India. The proceedings of arbitration shall be in the English language. The arbitrator's award shall be final and binding on the parties.

**Article 10: GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed exclusively by the laws of India and jurisdiction shall be vested exclusively in the courts at Bhubaneswar in India.

**Article 11: NON-ASSIGNMENT**

This Agreement shall not be amended, modified, assigned or transferred by either party without the prior written consent of the other party.

**Article 12: TERM**

This Agreement shall remain valid from the effective date until the termination of this Agreement. The obligations of each Party hereunder will continue and be binding irrespective of whether the termination of this Agreement for a period of three (3) years after the termination of this Agreement.

**Article 13: INTELLECTUAL PROPERTY RIGHTS**

Neither Party will use or permit the use of the other Party's names, logos, trademarks or other identifying data, or infringe Patent, Copyrights or otherwise discuss or make reference to such other Party in any notices to third Parties, any promotional or marketing material or in any press release or other public announcement or advertisement, however characterized, without such other Party's prior written consent.

**Article 14: GENERAL**



1. Nothing in this Agreement is intended to confer any rights/remedies under or by reason of this Agreement on any third party.
2. This Agreement and the confidentiality obligations of the Parties under this Agreement supersedes all prior discussions and writings with respect to the Confidential Information and constitutes the entire Agreement between the parties with respect to the subject matter hereof. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement.
3. Any breach of any provision of this Agreement by a party hereto shall not affect the other party's non-disclosure and non-use obligations under this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement by their duly authorized representatives as of the Effective Date written above.

<b>ODISHA GRAMYA BANK</b>	<b>TYPE COMPANY NAME</b>
By:	By:
Name:	Name:
Designation:	Designation:

**Witnesses:**

- 1.
- 2.

**Annexure-X [Pre Contract Integrity Pact]**

**Preamble**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on this the \_\_\_\_\_ day of \_\_\_\_\_ (month) 2019, between, on one hand, Odisha Gramya Bank acting through Shri \_\_\_\_\_, Designation of the officer of Odisha Gramya Bank, a Regional Rural Bank and an enterprise of the Government of India constituted under the Regional Rural Banks Act 1976 (21 of 1976) hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the First Part and M/s \_\_\_\_\_, a Company incorporated under the

Companies Act, or a Partnership Firm registered under the Indian Partnership Act, 1932 or the Limited Liability Partnership Act, 2008 represented by Shri. \_\_\_\_\_, Chief Executive Officer/ all the Partners including the Managing Partner (hereinafter called the " BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment / Item / Services) and the BIDDER/Seller is desirous of offering / has offered the stores/Equipment / Item / Services and

WHEREAS the BIDDER is a private company/public company / Government undertaking / partnership / LLP / registered export agency and is the original manufacturer / Integrator / authorized / Government sponsored export entity of the stores / equipment / item or Service Provider in respect of services constituted in accordance with the relevant law in the matter and the buyer is a Nationalized Bank and a Government Undertaking as such.

WHEREAS the BUYER has floated a tender (Tender No.: ) hereinafter referred to as "Tender / LTE" and intends to award, under laid down organizational procedures, contract/s purchase order / work order for (name of contract/order) or items covered under the tender hereinafter referred to as the "Contract".

AND WHEREAS the BUYER values full compliance with all relevant laws of the land, rules, bye- laws, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS, in order to achieve these goals, the BUYER has appointed Independent External Monitors (IEM), to monitor the tender process and the -execution of the Contract for compliance with the Principles as laid down in this Agreement.

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Pact or "Pact", the terms and conditions of which shall also be read as Integral part and parcel of the Tender documents and Contract between the parties.

NOW, THEREFORE in, consideration of mutual covenants contained in this Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any

Influence/prejudiced dealings, the parties hereby agree as follows and this Pact witnesses as under:

The contract is to be entered into with a view to:-

Enabling the BUYER to procure the desired said stores/equipment/item/Services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any and all forms, by its officials by following transparent procedures.

The parties hereby agree hereto to enter into this Integrity Pact and agree as follows:

#### **Article 1: Commitments of the BUYER**

1.1 The BUYER undertakes that no official/ employee of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for

themselves or for any person, organization or third party whether or not related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an undue and unfair advantage to that particular BIDDER in comparison to other BIDDERS. The BUYER will ensure to provide level playing field to all BIDDERS alike.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted breach(es) or breaches per se of the above commitments as well as any substantial suspicion of such a breach.

1.4. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.

## **Article 2: Commitments of BIDDERS**

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

2.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement of any kind to any official(s)/employee/persons related to such Official(s) / employees of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement of any kind to any official of the BUYER or otherwise in procuring the Contract or forbearing 'to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Bank for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Bank.

2.3 The BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

2.4 The BIDDER shall disclose the payments to be made by them- to agents/brokers or any other intermediary, in connection with this bid/contract.

2.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer / Integrator / authorized / government sponsored export entity of the stores/equipment/item/Services and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

2.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers, or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

2.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care to avoid unauthorized disclosure of such information.

2.10 The BIDDER commits to refrain from giving any \_complaint directly or through any other manner without supporting it with full and verifiable facts.

2.11 The BIDDER undertakes not to instigate directly or indirectly any third person to commit any of the actions mentioned above.

2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the- BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative 'for this purpose would be as defined in Section 6 of the Companies Act 1956 and as may be prescribed under the Companies Act 2013 and the relevant Rules

.2.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

### **Article 3 - Equal Treatment of all Bidders/Contractors/Subcontractors**

3. Bidder(s) /Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the Principles laid down in this agreement/Pact by any of its Sub- contractors/sub-vendors.

3.1 The BUYER will enter into Pacts on identical terms as this one with all Bidders and Contractors.

3.2 The BUYER will disqualify those Bidders from the Tender process, who do not submit, the duly signed Pact, between the BUYER and the bidder, along with the Tender or violate its provisions at any stage of the Tender process.

### **Article 4: Previous Transgression**

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other Company/ PSU/ Nationalized Bank in any country in respect of any corrupt practices envisaged hereunder or with any Nationalized Bank/ Public Sector Enterprise in India or any "Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER is liable to be disqualified from the tender process or the contract, if already awarded, is liable to be terminated for such reason.

4.3 The imposition and duration of the exclusion of the BIDDER will be determined by the BUYER based on the severity of transgression.

4.4 The Bidder/Contractor acknowledges and undertakes to respect and uphold the BUYER's absolute right to resort to and impose such exclusion.

4.5 Apart from the above, the BUYER may take action for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the BUYER.

4.6 If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has implemented a suitable corruption prevention system, the BUYER may, at its own discretion, as per laid down organizational procedures, revoke the exclusion prematurely.

### **Article 5: Criminal Liability**

If the BUYER acquires knowledge of conduct of a Bidder/Contractor, or of an employee or a representative or an associate of a Bidder/Contractor which constitutes corruption within the meaning of Prevention of Corruption

Act, or if the BUYER has substantive suspicion in this regard, the BUYER will inform the same to the Chief Vigilance Officer.

**Article 6: Earnest Money (Security Deposit)**

6.1 While submitting commercial bid, the BIDDER shall deposit an amount ..... (to be specified in NIT / LTE) as Earnest Money/security deposit with the BUYER through any of the following instruments:

- (i) Bank Draft or a Pay Order in favour of .....
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reason whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for payment.
- (iii) Any other mode or through any other instrument [to be specified in the LTE].

6.2 The Earnest Money/Security Deposit shall be valid upto the complete conclusion of the contractual obligations for the complete satisfaction of both the BIDDER and the BUYER or upto the warranty period, whichever is later.

6.3 In case of the successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.4 No interest shall be payable by the BUYER to the- BIDDER on Earnest Money/Security Deposit for the period of its currency.

**Article 7: Sanction for Violations**

7.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf [whether with or without the knowledge of the BIDDER] shall entitle the BUYER to take all or anyone of the following actions, wherever required;-

- i. To immediately call off the pre-contract negotiations/ proceedings with such Bidder without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER[s] would continue.
- ii. The Earnest Money Deposit [in pre-contract stage] and/or Security Deposit/Performance Bond [after the contract is signed] shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason there for.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv. To encash the advance bank guarantee and performance guarantee/ bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER along with interest.
- v. To cancel all or any other Contracts with the- BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money[s] due to the BIDDER.
- vi. To debar the- BIDDER from participating in future bidding processes of- the Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- vii. To recover all sums paid in violation of this Pact by BIDDER[s] to any middleman or agent or broker with a view to-securing the contract.
- viii. In cases where irrevocable Letters of Credit have been received in respect of any- contract signed by the BUYER with the BIDDER, the same shall not be opened.

7.2 The BUYER will be entitled to take all or any of the actions mentioned at paragraph 7.1[i] to [x] of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf [whether with or without knowledge of the BIDDER], of an offence as defined in Chapter IX of Indian Penal Code, 1860 or

Prevention of Corruption Act, 1988 as amended from time to time or any other statute enacted for prevention of corruption.

7.3 The decision of the BUYER to the effect that a breach of the Provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor[s] appointed for the purposes of this Pact.

**Article 8: Independent External Monitors**

8.1 The BUYER has appointed Independent External Monitors [hereinafter referred to as monitors] for this Pact in consultation with the Central Vigilance Commission.

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligation under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the document relating to the project/procurement, including minutes of meetings. The same is applicable to Subcontractors of the Bidder. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s) /Subcontractor(s) with confidentiality.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non - binding recommendations.

8.6 The BIDDER accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his, project documentation. The same is applicable to Subcontractors also which the BIDDER shall note.

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8.9 If the Monitor has reported to The designated Authority of BUYER, a substantiated suspicion of an offence under Indian Penal Code/Prevention of Corruption Act as the case may be, and the designated Authority of BUYER has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

8.10 The word 'Monitor' would include both singular and plural.

**Article 9: Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

**Article 10: Law and Place of Jurisdiction**

This Pact is subject to Indian Laws. The place of performance and jurisdiction is as notified by the BUYER.

**Article 11: 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 provisions of the extant laws in force relating to any civil or criminal proceedings.

**Article 12: Validity**

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

**Article 13: Code of Conduct**

Bidders are also advised to- have a 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.

**Article 14: Examination of Books of Accounts**

In case of any allegation of, violation of any provisions of this Integrity Pact or Payment of commission, the Buyer or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

**Article 15: Legal and Prior Rights**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Pact will have precedence over the Tender/Contract documents with regard to any of the provisions covered under this Pact.

**Article 16: Other Provisions**

This Pact is subject to Indian laws. The place of performance and jurisdiction is the Head Office/Head Quarters of the Division of the BUYER or as otherwise notified by the BUYER, who has floated the Tender.

16.1 Changes and supplements, if any, need to be necessarily made in writing and signed by the duly authorized representatives of the Bidder and the Buyer. It is clarified that there are no parallel/ Side agreements in this regard and that the present Agreement forms the full and complete agreement as regards the subject matter contained herein.

16.2 If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board resolution.

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

16.4 Any dispute or difference arising between the parties with regard to the terms o-f this Agreement/Pact", any action taken by the BUYER in accordance with this Agreement/Pact or interpretation thereof shall not be subject to arbitration.

BUYER	BIDDER
Name of the Officer Designation Odisha Gramya Bank	Name of the Officer Designation Bidder's Company Name
Witness 1. _  2. _	Witness 1. _  2. _

