

**RFP Reference No. 162020**

**REQUEST FOR PROPOSAL (RFP)**

**Supply, Installation,  
Maintenance of 500 Cash Dispensers and providing  
Managed Services for 7 years**



Bank of Maharashtra  
Head Office, 'LOKMANGAL'  
1501, Shivaji Nagar  
Pune – 411 005

**Cost of Tender Document Rs.17,700/-**

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## 1. Invitation for tender

Bank of Maharashtra invites bids from eligible bidders for Supply, Installation and Maintenance of Cash Dispenser with 3 year warranty & 4 years AMC and providing Managed services for a period of 7 years. The total number of Cash Dispenser requirement is 500 which may increase or decrease by 25%. Technical specifications for Cash Dispenser are provided in the Technical Bid clause of this bid document.

A complete set of tender document may be purchased by eligible bidder on payment of a non-refundable fee of Rs.17,700/- (Rupees Seventeen thousand seven hundred only) by demand draft / bankers Cheque in favor of Bank of Maharashtra and payable at Pune or NEFT transfer to Account No: 60058099506IFSC: MAHB0001150 .

### Bid Collection and Submission

Tender Reference number	162020
Price of Tender Copy	Rs.17,700/- (INR)
Date of commencement of sale of tender document	06/01/2021
Last Date of sale of tender document	01/02/2021 up to 14.00 hours
Queries to be mailed by	12/01/2021 up to 17.00 hours
Pre-Bid meeting with Bidders	16/01/2021 at 11:30 hours
Last Date and Time for receipts of tender offers	01/02/2021 up to 14.00 hours
Time and Date of Opening of technical bids	02/02/2021 at 11.30 hours
Place of Opening tender offers	Bank of Maharashtra IT Dept, Head Office, Lokmangal, 1501, Shivajinagar, Pune – 411 005
Address of Communication	As above
Earnest Money Deposit	Rs.25,00,000/-*(INR)
Contact Telephone Numbers	Phone : 020 – 27335343 020- 27335342

\* Bidders have to purchase tender document to participate in pre-bid meeting.

### # Exemption for Price for Tender Copy for Eligible Bidders as mentioned in Eligibility Criteria.

BID Security declaration must accompany all tender offer document as specified in this tender document. It should be in separate cover to be handed over to the department.

Bids will be opened in the presence of the bidders or authorized representatives of the bidders who choose to attend the opening of tender on the above-specified date, time and place. However, considering the present situation arising out of outbreak of COVID-19, Bank may opt for Online Bid submission for which separate communication will be sent to the bidders.

Technical Specifications, Terms and Conditions and various formats and pro-forma for submitting the tender offer are described in the tender document and its Annexures.

This tender document is not transferable. Only the bidder, who purchased this tender is entitled to quote.

**General Manager  
Information Technology**

## **2. About Bank of Maharashtra**

Bank of Maharashtra is a nationalized bank with a standing of 85 years. It has a three tier organizational set up consisting of branches, Zonal Offices and Head Office.

The Bank has more than 1850 branch offices, 1682 CDs/ATMs, 98 BNAs, 178 Cash Recyclers across the length and breadth of the country. In the state of Maharashtra, the Bank has 1100+ branch offices, the largest network of branches by any Public Sector Bank in a state. The Bank has set up specialized branch offices to cater to the needs of SMEs, Corporate, agriculturists and importers & exporters. All the Branches of the Bank are networked and under Core Banking Solution.

The products and services offered by the Bank include demand deposits, time deposits, working capital finance, term lending, trade finance, retail loans, government business, banc assurance business, mutual funds and other services like Demat, ASBA, lockers and merchant banking etc.

The Bank is known as a front runner in implementation of technology initiatives.

## **3. Instructions to bidders**

The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents may result in rejection of its bid and will be at the Bidder's own risk.

### **IMPORTANT CLARIFICATIONS/ABBREVIATIONS**

The following terms are used in the document interchangeably to mean -

- Bank or BOM means ' Bank of Maharashtra'
- RFP means the Request for Proposal document.
- Bidder / Respondent - signifies those who purchase this tender document and submit response to it.
- Solution provider and Bank shall be collectively referred to as 'Parties'
- ATM- Automated Teller Machine
- CD- Cash Dispenser
- AMC- Annual Maintenance Charges
- CRA- Cash Replenishment Agency
- EMV- Europay MasterCard & VISA
- OEM- Original Equipment Manufacturer
- DC- Data Center
- DR- Disaster Recovery
- GST- Goods & Services Tax

### **3.1. Two Bid System Tender**

The Technical Bid must be submitted at the same time in sealed envelopes, giving full particulars, at the Bank's address given below, on or before the schedule date given above. All envelopes should be securely sealed and stamped. Information brochures should be distinctly separated from the other documents by way of separator sheets and submitted in an orderly and neatly bound manner.

**Important: The eligibility credentials, financial reports & product information brochures shall be distinctly separated by separator sheets positively and the technical bid shall be submitted in an orderly and neatly bound.**

Bank's address
The General Manager, Bank of Maharashtra IT Dept, Head Office, Lokmangal, 1501, Shivajinagar, Pune – 411 005

Following two officers have been authorized to accept the tender documents

1. Mr. Gaurav Kumar, Sr. Manager- Head Office Pune
2. Mr. Mohd. Kareem Ansari, Sr. Manager- Head Office Pune

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

- Type of Offer (Technical)
- Tender Reference Number
- Due Date
- Name of Bidder

**All Schedules, Formats and Annexures should be stamped and signed by an authorized official of the bidder's company. Letter of authorization from competent authority be produced along with the proposal.**

**The bidder will also submit copy of the RFP duly stamped and signed on each page by the authorized official of the bidder's company.**

### **3.2. ENVELOPE-I (Technical bid along with softcopy):**

The Technical bid should be complete in all respects and contain all information asked for **except prices**. The TECHNICAL BID should include all items asked for in **Annexure-D**. The Technical bid **should not contain any price information**. The TECHNICAL BID should be complete to indicate that all products and services asked for are quoted and should give all required information. For example, the Technical bid should mention that AMC charges are included in the Commercial bid, without mentioning the actual amounts in the TECHNICAL BID. **A photo copy of original Commercial offer with prices duly MASKED be submitted along with the Technical Bid.** Bank reserves the right to reject any bid submitted without masked commercial.

### **3.3. ENVELOPE-II (Commercial bid):**

The Commercial bid should give all relevant price information and should not contradict the TECHNICAL BID in any manner. A photo copy of the Commercial Bid duly masking the prices is submitted along with the Technical Bid.

The prices quoted in the commercial bid should be without any conditions. The bidder should submit an undertaking that there are no deviations to the specifications mentioned in the RFP either with the technical or commercial bids submitted. These two envelopes containing the Technical bids and Commercial bid should be separately submitted. Please note that if any envelope is found to contain both technical and commercial bid, then that offer will be rejected outright.

**The bidder should mention all the details like RFP details and number, whether it is technical or commercial envelop, complete and correct addresses of bidder and Bank on each envelope.**

**In case, the bid submission is Online, signed and stamped scanned documents should be uploaded.**

### **3.4. Schedules of the Tender**

This tender comprises of following schedules.

<b>Schedule Number</b>	<b>Name of Schedule</b>	<b>Remarks</b>
<b>I</b>	Cost of Equipment of all items as per schedule including three years warranty	Supply, Installation and Maintenance of Cash Dispenser
<b>II</b>	AMC for 4 years	After completion of 3 years warranty
<b>III</b>	Managed Services for 7 years	
<b>IV</b>	Cost of spare parts	
<b>V</b>	CRA Services for 7 years (For 50 (indicative) offsite locations.	While providing the CRA services, the bidder has to comply all RBI/IBA/any other statutory guidelines issued from time to time without any additional cost to the Bank.
<b>VI</b>	OTC Lock management charges	
<b>VII</b>	VSAT/4G Connectivity monthly Charges (For 50 (Indicative) offsite locations)	Supply, Installation and Maintenance of Connectivity
	TCO comprises of total of Serial no. I to VII for 7 years	

**It is mandatory for the bidder to quote for all the above schedules & all the items in the schedules. Incomplete offers are liable for rejection.**

The bidder must ensure that all products as specified in the above schedule offered by them, are in a position to integrate with each other and the bidder must successfully install and commission these products to offer a complete, successful, cost effective and efficient solution.

### **3.5. Govt. Guidelines on MSME/Make in India**

- a) Procurements through MSMEs will be as per the policy guidelines issued by Ministry of Micro, Small and Medium Enterprises (MSME), GOI from time to time. MSMEs registered under the SPRS (Single Point Registration Scheme) of NSIC and complying with all the guidelines thereunder as well as those issued by GOI from time to time shall be eligible. MSMEs meeting all the eligibility criteria laid down in this RFP shall be eligible to bid for this RFP. Exemptions regarding Tender document fees shall be available to the eligible MSMEs.
- b) Guidelines issued as per PPP-MII (Public Procurement (Preference to Make in India), Order 2017) by Government of India will be followed for evaluation of the eligible tenders.

## **4. Scope of Work**

- 1) The Bank is looking for Bidders for Supply, Installation and Maintenance of Cash Dispenser with 3 year warranty, 4 years AMC after expiry of warranty, providing Manage Services for a period of 7 years.
- 2) The Cash Dispensers proposed for deployment under this RFP shall comply with RBI, IBA, EMV, NPCI/NFS, UIDAI guidelines. In future if RBI or any other regulatory authority issues guidelines for



development / implementation of more options in regional languages, the same should be provided to the bank 'without any additional cost' under warranty period. Post warranty period, i.e. during AMC period, it will be done on mutually agreed terms.

- 3) The delivery will be spread across PAN India and deployment to be completed as per Bank of Maharashtra requirement. The Bidder shall be responsible for delivery of Cash Dispenser ordered at all the sites and for making them fully operational within 8 weeks from the issuance of Purchase Order/ Delivery instruction. In case of requirement of Road Permit, co-ordination, liaising with respective authorities for obtaining entry / road permit has to be done by Bidder at no additional cost to the Bank.
- 4) The Bidder shall be responsible for delivery and installation of the Cash Dispenser at the locations across the country irrespective of location (ground floor or any upper floor/s) and distance without any cost to the Bank.
- 5) Bank is proposing to procure 500 nos. of Cash Dispenser which may increase or decrease by 25%. The rate quoted should be valid for two years from the date of first purchase order. Bidder will be responsible for supply and installation of Cash Dispenser as per **Technical Specifications given at Annexure-D**.
- 6) The Cash Dispenser to be supplied & installed must be new (not refurbished) with **1) Biometric function ready to use, 2) with Anti-skimming device and 3) EMV complied**
- 7) **The bidder shall be responsible for implementation of TSS (Terminal Security Solution) covering various control measures as per the RBI/IBA/NPCI/VISA/MASTER/PCI-DSS any other statutory authorities guidelines including Hard Disk encryption, whitelisting, disabling USB ports, disabling auto run facility applying the latest patches of OS, other software, time based admin access, BIOS passwords etc. The TSS solution should be Client-Server Architecture whose management has to be done entirely by the bidder without any extra cost to the Bank.**
- 8) The Cash Dispenser will have to be supplied with the complete documentation of hardware, all subsystems, operating systems, system software, software drivers and manuals as applicable. The Bidder shall supply operations and maintenance manuals together with drawings of goods and equipment built. These shall be in such details as will enable Bank of Maharashtra to operate, maintain, adjust and repair all parts as stated above. The software version installed on the Cash Dispenser provided by the selected bidder should be uniform across all Cash Dispenser. The software should support all products & services currently offered by Bank of Maharashtra through its ATM/CD.
- 9) The Bidder should provide end to end solution and implementation, including server/switch application component (without any additional cost to the Bank) suitable for visually challenged persons (with audio support) for all above Cash Dispenser in English, Hindi, Regional languages. In future, if RBI or any other regulatory authority issues guidelines for development / implementation for more options in regional languages, the same should be provided to the Bank without any additional cost. The Cash Dispenser should have Voice Guidance flow enabled for the visually challenged along with Text to Speech, web extension services, function keys based voice guidance support with internal speakers & jack. The Bidder should also participate in the testing and end to end implementation and rollout without any additional cost to the Bank.

- 10)** The Bidder should not substitute any internal components or sub-systems of Cash Dispenser by similar items from different manufacturers without adequate justification that is acceptable to Bank of Maharashtra.
- 11)** The Bank will undertake quality test check of all the Cash Dispenser installed through internal or external auditors to ascertain adherence to the technical specifications.
- 12)** Bidder has to install external Dome Camera during installation of Cash Dispensers with required cabling and casing work at no additional cost. Dome camera should be installed in such a way that it captures images of overall site.
- 13)** Bidder should shift the Cash Dispenser to new locations as per Bank's requirements in case of relocations, renovations and closure of a particular site. Standard charges for De-installation/Re-Installation, De-Grouting/Re-Grouting of the machines has to be provided as per Annexure F.
- 14)** The Bidder should perform the various activities at the instance of Bank like IP changing activities, changes in cassette configurations, Screens etc. at mutually agreed cost on account of Engineer visit charges during contract period. – When this agreement will happen? Can we put this in Annexure F?
- 15)** Grouting of the Cash Dispenser has to be done by Bidder, as part of Cash Dispenser delivery and Installation activity according to the Bank specifications. (Drilling 8"-10" holes in the flooring and hammering metal sleeves in these holes. Putting in Anchor fasteners — min. 6" long anchor fasteners, preferably of Fischer make. Applying resin adhesive (Araldite) over the finished bolt positions for improved bonding).
- 16)** The tender documents cannot be sold and / or transferred / assigned. If the same is done, tender documents are liable to be summarily rejected by Bank of Maharashtra. Any decision of Bank of Maharashtra in this regard shall be final, conclusive and binding on the Bidder.
- 17)** If Bank of Maharashtra is not satisfied with technical specifications and the feasibility of the technical offers, the commercial offers will not be opened in the RFP process. Technically disqualified offers will not be taken up for further process and no discussions / interface will be granted to such Bidders.
- 18)** Bidder should have centralized complaint monitoring system in place with toll free number for call logging and web-based call login facility with 24x7 access for Bank/branches/offices.
- 19)** Bank proposes to outsource the cash management services for Cash Dispensers (CDS deployed in Offsite locations) which will include following areas :-
  - a) Removing Cash, tallying with the CBR (Cash Balancing Report) and depositing the cash with the designated branch of the Bank.
  - b) Cash Loading / Replenishment (as and when required)

- c) Compliance of all RBI/IBA/any other statutory guidelines issued from time to time without any additional cost to the Bank up to warranty period i.e. 3 years (Three Years) and during AMC period, it will be done on mutually agreed term.
- d) Submission of CBR/CMR Reports (along-with EJ) and extending necessary support to Bank for Cash Reconciliation for both Onsite and Offsite ATMs within the defined TAT.
- e) Any shortage or loss of cash (where cash management is bidder's responsibility), whatsoever and for whatever reason shall be immediately make good to the Bank without waiting for admissibility or settlement of the insurance claim. Any amount of such insurance claims received by the Bank shall be remitted to the Bidder by the Bank after adjustment of outstanding dues if any.
- f) Any other cash related activity will be finalized with the successful bidder.

However, the cash management services for Offsite ATMs services shall be optional i. e. Bank shall have discretion to go for it or not.

**20)** Bank reserves the right to verify /evaluate the claims made by the Bidder independently. Any decision of Bank in this regard shall be final.

## **21) Functional Requirements**

- i. The site for the Cash Dispenser, Power Supply and Networking arrangement through Branch LAN to ATM Switch will be provided by the Bank.
- ii. Cash Dispenser with technology of touch screen, EPP keypad, Triple DES enabled, EMV complied dip smart card reader, etc. have to be supplied and installed at sites decided by the Bank.
- iii. The Cash Dispenser should have capability of remote monitoring of their all-round health status. Cash Dispenser should have capability of installation / updation of patches, installation of screens remotely.
- iv. Selected bidder should provide end to end managed services (FLM & SLM services).
- v. Selected bidder would be responsible for EJ Management in entirety. Bidder should provide and activate Electronic journal pulling software / agent at each Cash Dispenser for pulling the EJ to a central site. Bidder should pull the EJ's to its Managed Service Centre. The EJ's pulled should be preserved by the bidder at its Managed service Centre for a period of six months. The necessary hardware for storing the EJ at its managed service centre should be provided by the bidder as part of its offer without extra cost. The necessary backhaul and supporting network equipment (IPV6 compliant) at both locations connecting the Managed Service Centre of the bidder to Bank's DC should be provided by the bidder as part of its offer to the Bank. The Bank will not pay any extra cost for the same. The Bidder should ensure that traffic to be end-to-end IP Sec/3DES or higher Version encrypted between its Managed Service Centre and Bank's DC.
- vi. In the event of the Bank requiring EJ of a particular transaction, bidder should provide the same within four hours in text format by email to the Bank's Recon Department. In the event of non-availability of EJ centrally for whatsoever reason, the bidder should send its personnel to Branch and retrieve EJ from the hard disk of the CD and assist in reconciliation by providing transaction log, reconciliation report within one day without any additional cost to the Bank.

- vii. In case any hot fixes, software patches, Screens etc. cannot be applied remotely, the selected bidder is required to update the Software, OS by sending its personnel at each location. This exercise should be done free of cost. Also there should not be any provision of attaching external media like USB to the Cash Dispenser.
- viii. Selected bidder should update the software to support all new variants of currency notes as well as new denominations, if any, issued subsequently without any extra cost to the Bank during the period of warranty and AMC. Bidder should update the Bill validation software to reject all genuine currency notes withdrawn from circulation by RBI based on the guidelines and within the required time frame.
- ix. Cash Dispenser should have four cassettes with capacity of storage of minimum 2500 notes per cassette. During the contract period bidder should reconfigure these cassettes as and when required by the Bank.
- x. Cash Dispenser must be accompanied with three cameras i.e. Cash slot Camera one machine camera and one lobby camera.
- xi. The selected bidder shall undertake any recalibration / reconfiguration on account of changes required by Govt. of India and Regulatory guidelines at mutually agreed cost.
- xii. The proposed Cash Dispenser make and model should have the capability to be connected with the IST Switch as on the date of Bid submission. In case certification is required to be done, the charges for the same should be borne by the bidder.

## **22) SCOPE OF WORK FOR ONE TIME COMBINATION LOCK (OTC) SOLUTION:**

- i. Bidder either himself or through its representative will supply, maintain and operate Digital OTC Lock solution for Bank which should be compliant as per RBI guidelines. In both the scenarios, the bidder will be the face and single point of contact for the Bank. Bank will not enter into any agreement with its representative. All the securities pertaining to the OTC lock will be implemented by the bidder.
- ii. The bidder should provide the applications viz. Lock Management system (LMS) etc. which will be located at the bidder's premises. The necessary OTC passcode that will be generated should be valid for a period as decided by the Bank from time to time.
- iii. The Bidder shall make necessary configurations and operationalise OTC Lock. The bidder shall provide training to branch officials for day to day operations.
- iv. The bidder should carryout Uploading of data pertaining to CDs & locks in the LMS and enable Locks for OTC.
- v. The facility management will carry out addition, updation, enabling/ disabling maintenance of data pertaining to OTC system from time to time.
- vi. The bidder will dispatch the Keys pertaining to branches / offices.
- vii. Enabling /disabling of the locks from the OTC software.

- viii. The Facility management shall generate Digital OTC passcode on the basis of requests from branches. The provision of automatic generation of passcodes and to be sent by the system to authorized mobile number of the bank custodian without manual intervention and it should have provision to integrate Bank's application (if required) without any additional cost.
- ix. Bidder will provide training to Bank custodians for Digital OTC lock operations.
- x. Bidder shall provide periodic MIS reports to the Bank as and when required by the Bank.
- xi. Bidder shall provide audit trails of locks basis specific audit requirement from bank.

**23) AMC & First Line/Second Line Maintenance of equipment's at Cash Dispenser sites (SLM) during the period of contract**

- i. The selected bidder has to enter into a comprehensive Annual Maintenance Contract of Cash Dispenser, post warranty period. Selected bidder has to ensure all Cash Dispenser are in operational condition for 24X7X365. During warranty and AMC period, the Bidder has to coordinate with the respective bidders as part of the scope.
- ii. No extra charges shall be paid by the Bank during the tenure of contract for any maintenance activity, Repairs, replacement of all spares of Cash Dispenser, Connectivity equipment, electrical, consumable, spare part etc. what so ever.
- iii. Supply, installation and replacements of original spare parts (OEM make only) 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 Cash Dispenser will be borne by Bank at the cost quoted by the bidder as per the commercials.
- iv. Cost of change of password & replacement of electronic or mechanical lock or break opening of lock of Cash Dispenser will be borne by Bank only in the case of theft, fire and natural calamities at the agreed cost. In case the damage is caused by representative of bidder the same should be borne by the bidder. Shall we put the cost for change of password & replacement of electronic or mechanical lock in Annexure F
- v. Quarterly satisfactory performance certificate/ Preventive Maintenance report to be obtained with base branches acknowledgement and reports should be submitted at HO. Preventive maintenance for Cash Dispenser at least once in every three months and as and when required. The Report of Preventive Maintenance should be submitted at the end of the quarter to Bank along with the Monthly Invoice, failing which payment shall be withheld. .
- vi. Selected bidder has to provide Cash Dispenser camera image and external dome camera image free of cost, whenever Bank requires the same. The storage at Cash Dispenser should be holding the images at least for a period of 6 months.
- vii. Any financial loss on account of non-availability of the footage due to reasons attributable to Bidder shall be borne by the selected bidder.
- viii. Implementation of hardware and software level Configuration changes including cassette configurations / IP configuration changes wherever required/ necessitated at mutually agreed cost.

- ix. The Bidder is expected to take full-fledged responsibility of the Cash Dispenser (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.
- x. The Agents Updates, Patches (or any other software component), All software including OS, data base, application software, middleware etc. which is supplied by the bidder for the solution etc. shall be provided by the selected bidder through OEMs without any additional cost to the Bank.
- xi. Checking and resolving of Cash Dispenser's camera status as a part of SLM & PM activity or otherwise.

**24) Centralized Electronic Journal (EJ) pulling, Software & Content distribution at Cash Dispenser**

- i. The Selected bidder should have the facility to extract the electronic journals for all the transactions in each and every Cash Dispenser to a Centralized Server located at Bidder's premises.
- ii. Selected bidder has to ensure that the success rate of EJ pulling is at least 98% on T+1 basis and 100% on T+3 basis.
- iii. Bank requires EJs to be stored in encrypted format, with a sole private key to the Bank. Successful bidder must preserve / store/ SFTP EJ in encrypted format.
- iv. The successful bidder has to take full responsibility of pulling Electronic Journals from Cash Dispenser 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. The Selected bidder has to submit Journal Prints (JP Rolls) to the Base Branch on daily basis or whenever requested by the Bank.
- v. The solution should be compatible & capable of working on third party software for
  - a) EJ pulling services i.e. IQSD, Radia, SDMS, InfoBase etc. and / or any other agent that the selected bidder may deploy and in no way should hamper the functionality of the Cash Dispenser.
  - b) In case of software crash, selected bidder will make arrangement to copy data on daily basis to a remote folder and provide the same as and when required. If the Cash Dispenser disconnects or EJ Pulling software needs to be re-installed, selected bidder will take up the matter directly with the respective bidders for solution immediately but latest within 8 hours. Bank will not be responsible for the same.
  - c) Centralized content distribution to all Cash Dispenser within 2 days after Bank provides creative, new/additional Cash Dispenser screen sets & audio files etc. and provides details of Successful and unsuccessful upload of the same in Cash Dispenser. In case it is not possible to distribute the screens through centralized mode due to size of files or any other issue, the selected bidder should update the same by sending engineer onsite without any cost to Bank.
  - d) Screen distribution should be platform independent – should support latest OS (In case of Windows, the same should be Windows 10 or higher Operating System and In case of RHEL, the same should be latest version with latest service pack ) or any other higher

Operating Systems installed on Bank Cash Dispenser. The solution should support PCX, GIF, MPEG, FLC, FLI and other image, audio, video file formats.

- e) The solution should be capable of distributing screens, audio files and patches at specified Cash Dispenser PAN India and also should be capable of roll back if brought to the previous state.
- f) All necessary hardware, software etc. required for this purpose (if not installed on any of the Cash Dispenser) shall be provided by the selected bidder without additional cost to Bank.
- g) In case any bidder quotes open source software for any requirement given in the RFP, then it is mandatory for the bidder to quote rightful subscription and support charges to ensure compliance with the service levels defined in the RFP

**25) Helpdesk & Incident Management Centralized Helpdesk with multiple communication lines as single point of contact for Cash Dispenser or any other related issues.**

- i. Proactive problem resolutions round-the-clock and remote support to field operatives and Branches.
- ii. 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.
- iii. The Selected bidder should provide a dedicated help desk that function as the single point of contact for end-to-end resolution for Cash Dispenser, automated on-line real-time fault detection & trouble ticketing.
- iv. The Selected bidder should coordinate with Cash Dispenser bidder/OEM for all the activities under the scope of work of this RFP.
- v. The Selected 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.
- vi. Proactive and reactive review of hardware & Software performance of Cash Dispenser.
- vii. The Selected bidder shall provide Cash Dispenser Uptime/ downtime / SLA report within 24 hours as desired by Bank as and when required.
- viii. Any customization required for monitoring the performance of Cash Dispenser has to be done by the successful selected bidder at his own cost.
- ix. Detailed analysis report on performance, uptime and availability of Cash Dispenser to customers ATM wise /State wise/centre wise etc. on monthly basis and/or as and when required.
- x. Monthly Reports on the Selected bidder's performance on call logging, call forwarding to the Third Party bidder and escalations if required
- xi. The Selected bidder should provide monthly and daily detailed Cash Dispenser transaction report on Cash Dispenser performance.

- xii. 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.

## **26) Consumables and Stationery**

- i. Supply and replenishment of consumables (i.e. RP Paper, etc.) without any quantitative limit and as per the specifications of the Bank as per the regulatory guidelines without any extra cost to Bank in future. (Journal printer may not be supplied by the bidder with the Cash Dispenser / ATM machine. However, in case of statutory guidelines by regulatory authorities same has to be supplied/installed in the machine without any extra cost to Bank.)
- ii. The receipt printer paper roll shall be as per the specifications decided by Bank and will be having Bank's advertisements in bilingual format without any extra cost to the Bank. All thermal paper prints must have a quality to be stored in good condition for a minimum of 1 year period.

## **27) Connectivity between Bank & Vendor location**

- i. The selected bidder is required to provide the connectivity to the Bank's location at DC and DR through a 2 MBPS lease line or higher as per the requirements with a fall back from alternate service provider. The Selected bidder should provide the network devices required at the Bank's location to terminate these links. The Selected bidder should also ensure redundancy in network devices at DC and DR.
- ii. The entire network till the termination at Bank's DC/DR will be owned by the selected bidder including the network equipment and all the cost of equipment and backhaul cost (including all Indirect Taxes like Goods & Service Tax etc.) should be borne by the selected bidder.
- iii. The selected Bidder should monitor and maintain 98% uptime. Selected Bidder will provide weekly, monthly report of SLA and uptime of connectivity including backhaul links. End to end network management will be taken care by the Selected Bidder and Selected Bidder has to provide / makes necessary arrangement for the same.
- iv. The Network should adhere to the following security aspects:
  - a) Strong Authentication
  - b) IP Sec encryption for the traffic from Cash Dispenser to DC, and DR, as advised by the Bank for data confidentiality
  - c) Segregation of proposed network from other customers and network level access controls including firewalls and router based access control should be implemented.
  - d) Guidelines from RBI (CSITE) regarding Security of the ATM/ Cash Dispenser be adhered to.
- v. The installation/management of routers and/or other network equipment at Bank's Premises at DC and DR and at the Selected Bidders Hub/NOC shall be the responsibility of the Selected Bidder and shall be done in consultation with Bank. All the up-gradation / installation of OS patches as and when required shall be done by the Selected Bidder.
- vi. Selected Bidders have to ensure that their network equipment's installed at Bank's Premises at DC and DR are on dual power supply.
- vii. Leased circuits for backhaul links shall not be shared with any other customer.



- viii. The Bank will have the right to conduct audits of the Network to ensure that the security controls are in place.
- ix. The Connectivity at DC & DR is to be through the security equipment's installed at the respective locations and the Selected Bidder to co-ordinate with the Banks team, Security Integrator & Network Integrator.
- x. In future, Bank may carry out design modification and/or application addition to the network architecture then bidder has to carry out the same at mutually agreed rate. Our Bank network, including modification for the security policy implementation. Accordingly, Selected Bidder should carry out necessary configuration changes in their network, as advised by the Bank time to time and no additional cost will be borne by the Bank in this regard.
- xi. The Selected Bidder should have a Disaster Recovery and Business Continuity Plan and the details in this regard should be furnished as part of the technical bid.
- xii. The Selected Bidder scope include network designing, last mile, bandwidth, installation, configuration, hardening, maintenance support, proactive monitoring and reporting, change management with service level agreement (SLA) binding the service provider to maintain uptime and application/service quality commitments.
- xiii. Networking of onsite Cash Dispenser to the switch at Bank's DC and DR site will be provided by Bank through branch network. Bank already have backhaul connectivity for this. Connectivity for offsite Cash Dispenser through various modes like VSAT / CDMA / 4G / lease line with bandwidth of at least 8 Kbps needs to be provided by selected bidder.

## **28) Switch Feed**

- i. Bank will provide standard online switch feed for monitoring Cash Dispenser health status. Selected Bidder should develop web based application or any other interface for monitoring Cash Dispenser at his own cost. The Selected Bidder should also share the monitoring tool with Bank.
- ii. If successful Selected Bidder is not able to monitor Cash Dispenser health status efficiently or build a interface along with standard online switch feed, then successful Selected Bidder should be capable of deploying the Cash Dispenser along with agent based feed monitoring system without any additional cost to bank, which should be capable of monitoring health status of Cash Dispenser efficiently to his central monitoring system. Web base Interface should be designed following secure coding practices. Moreover, these may be operated using a reasonably strong user authentication standard as practiced by the bank.

## **29) Testing**

The successful Bidder/s should provide one Cash Dispenser with same quoted model, configuration and features as mentioned in the RFP at our Data Centre for testing purpose without any cost to the Bank. Test Cash Dispenser should be live and functional all the time and no engineer visit charges will be paid to make it operational at any time.

Bidder shall support in making the Cash Dispenser functional with ATM switch of Bank without any cost to the Bank. It is the bidder's responsibility to test all the UAT test cases as per the Bank's requirement on their Cash Dispenser. In case the Bank requires to test any new functionality in future the bidder shall provide their support for testing of the same

### **30) Inter-working of Hardware and Software.**

- i. The bidder must integrate hardware, software and networking components supplied by him to make the system integrated and fully functional. It will be bidder's responsibility to locate the exact nature of the problem/fault(s) and rectify the same.
- ii. The bidder must also take necessary steps to successfully install all the software components supplied by him on the hardware supplied/provided by bank. Moreover, any relevant software patches that are required to be applied, to the system software to make it compatible with supplied hardware must be identified and installed from time to time during the warranty and AMC period.

### **31) Training**

Following training shall be arranged by the successful Bidder as part of implementation of the project:

1. Bidder should provide onsite training on general operations, cash loading/unloading EOD process to Bank's staff at each site along with the manuals for user/Administrators besides training to the central administration team consisting of 3 staff members for at least two days. In addition to training handholding support should be extended for additional 30 working days for each branch.
2. Bidder should 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, software, communication devices, security devices interfaces, admin job etc. including hands-on training and exercises.
3. At the request of the Bank, the Bidder should provide more rounds of user/administrative training at the required locations, without any extra cost.

### **32) House Keeping services (Offsite locations)**

- (a) The Bidder shall ensure housekeeping of all the Offsite locations under the proposed contract. The site should be stain free, dust free and the selected bidder shall ensure the proper ambience of the site. Bidder should undertake the following activities:
  - i) Cleaning and mopping the entire site twice in a day.
  - ii) Cleaning includes flooring, glass door, laminates, ceiling, ATM machine, AC fins, dusting the other fixtures in ATM room.
  - iii) Preventive Maintenance at least once in a quarter under advice to the bank.
  - iv) Pest control services at least once in a year.
- (b) Bank officials will inspect the site at regular intervals. Any non-compliances in this regard shall result in invoking the penalty clause as per the RFP terms.

### **33) Insurance**

The Bidder and/or his equipment suppliers/agents/partners should have adequate number of

engineers and trained personnel to ensure quick resolutions and minimum downtime.

- a) The Bidder should ensure that the cash of the Bank handled by them in the vault/in transit/in CD is adequately insured with the bank as beneficiary. (If cash management service is provided by bidder)
- b) Insurance coverage should be equivalent to the actual value of cash being handled at each Vault location and / or in Transit and / or in CD.
- c) Bidder should submit a copy of Cash insurance cover to the Bank.
- d) In case of any cash Loss, the Bidder should reimburse the loss amount to the Bank immediately, without waiting for settlement of Insurance claim.

## **5. Terms and Conditions**

### **5.1. Subcontracting**

As per scope of the RFP, subcontracting is prohibited. However, if the successful bidder subsequently wishes to subcontract the scope of work, it will have to obtain specific written permission from the Bank before contracting any work to subcontractors. Bank at its own discretion may permit or deny the same. In case subcontracting is permitted by the Bank, the successful bidder will be responsible for all the services provided to the Bank regardless of which entity is conducting the operations. The successful bidder is also responsible for ensuring that the Subcontractor comply with all security requirements of the contract and the Bank can obtain independent audit report for the same.

### **5.2. Technical Inspection and Performance Evaluation**

Bank of Maharashtra reserves its right to carry out technical inspection and performance evaluation (bench-marking) of machines offered by technically qualified bidders.

## **6. Soft Copy of Tender document**

The soft copy of the tender document will be made available on the bank's website. However, Bank of Maharashtra shall not be held responsible in any way, for any errors/omissions/mistakes in the downloaded copy. The bidder is advised to check the contents of the downloaded copy for correctness against the printed copy of the tender document. The printed copy of the tender document shall be treated as correct and final, in case of any errors in soft copy.

The bidders who are submitting the bid by downloading from the Bank's website will have to pay the non-refundable fee of Rs.17,700/- by way of a **demand draft** in favor of Bank of Maharashtra payable at Pune or NEFT transfer to account no: nnnnnnnnnnn IFSC : MAHB0001150 while submitting the bid.

## **7. Offer validity Period**

The offer should hold good for a period of 180 days from the date of the opening of Commercial bid.

## **8. Address of Communication**

Offers should be addressed to the following office at the address given below:

**The Deputy General Manager,**  
Bank of Maharashtra  
IT Dept, Head Office, Lokmangal,  
1501, Shivajinagar, Pune – 411 005

Email Ids : 1) gaurav.kumar1@mahabank.co.in  
2) md.kareem@mahabank.co.in  
3) atmteamho@mahabank.co.in

## 9. Pre-Bid Meeting

For the purpose of clarification of doubts of the bidders on issues related to this RFP, Bank of Maharashtra intends to hold a Pre-Bid Meeting on the date and time as indicated in the RFP. The queries of all the bidders should reach us in writing or by e-mail on or before on the address as mentioned above. Queries not received in the form and queries without the relevant details will not be taken up for response. It may be noted that no queries of any bidder shall be entertained received after the Pre-Bid Meeting. The clarifications and replies to the queries offered during the Pre-Bid Meeting will be made available on the Bank's Website.

The queries on point / clauses in the RFP document are to be mailed / submitted in the specific format only as per **Annexure-J**.

The queries that are not on the points / clauses in the RFP document and are general in nature but related to the tender are to be mailed / submitted in specific format only as per **Annexure-J**.

Queries submitted in any other format will not be entertained by the Bank.

**Only two authorized representatives of the bidder who have purchased the RFP will be allowed to attend the Pre-Bid meeting. Considering the present situation arising out of outbreak of COVID-19, Bank may opt for conducting Pre-Bid Meeting through Video Conference. Bank is not bound to reply the queries of bidder who has not attended the pre bid meeting.**

## 10. Opening of offer by Bank of Maharashtra

Tender offers received within the prescribed closing date and time will be opened in the presence of bidder or Authorised representatives who choose to attend the opening of the tender on the specified date, time and place as mentioned earlier in the tender document. The bidder's representatives present shall sign a register of attendance and minutes and they should be authorized by their respective companies to do so. A copy of the authorization letter should be brought for verification.

Bank also reserves the right of selection of SI/bidder either by Opening of Commercial Bids of SIs (who are found eligible after evaluation of Technical Bids) or proceed with the selection of Bidder through On Line Reverse Auction.

The bidder may quote the best competitive price in the commercial bid as Bank reserves the right to opt for Reverse Auction and in case Bank does not opt for Reverse Auction, the commercial bid submitted by the bidders will be opened to decide the L1 price. The contract will be awarded to L1 bidder.

In case Bank opts for Online submission of Bids, then only Technical Bids will be required to be submitted by the bidder. After successful completion of Technical evaluation, Bidder will be intimated about submission of commercial bid through Online Reverse Auction.

Our Bank's Business Rules and Terms & Conditions of Reverse Auction are as per **Annexure-S**. Please note the contents and comply with the requirements of the same. Bidders are requested to ensure that they have a valid digital certificate well in advance to participate in Reverse Auction event.

The cost of the digital certificate has to be borne by the bidder only. Bidders shall participate in the training or mock auction at their own cost.

## **11. Scrutiny of Offers**

Scrutiny of Bids will be in three stages as under:

### **11.1. Eligibility Criteria**

Bank of Maharashtra will undertake primary scrutiny of the eligibility of the bidders as per “eligibility criteria” mentioned under point no.33 based on the documents submitted. The offers of the bidders fulfilling the above eligibility criteria only will be taken up for further scrutiny i.e. technical evaluation. This primary scrutiny will be taken up on the last date of the technical bid submission, in the evening on the same day.

### **11.2. Technical evaluation:**

Bank of Maharashtra shall undertake detailed scrutiny of the offers to determine whether the technical specifications along with documents have been furnished as per RFP and whether items are quoted as per the schedules. The bidders have to demonstrate the features of the product offered to the bank either onsite or offsite as part of technical evaluation. **The formats for technical evaluation is enclosed vide Annexure-R. The technical evaluation will be done on the basis of the information provided in this format along with supporting documents. The Bank may also call for product presentation or conduct site visits where the products have been installed & working.**

### **11.3. Commercial evaluation:**

Bank of Maharashtra will open and scrutinize the commercial offers of the technically qualified bidders only. The Commercial bids will have to be submitted in the format as per **Annexure-H**. Commercial bids should not have any alteration or overwriting. The bank may reject or load the financial implication of any alteration, if found into the commercial bid submitted by the respective bidder. The calculation arrived by the Bank will be final and will be binding on the bidders. If any cost items in the commercial bid is found to be blank and not filled with any amount then it shall be considered as zero and the same will be offered to the Bank free of any charges.

Bank of Maharashtra will consider the 7 years TCO (Total Cost of Ownership) for the purpose of price comparisons given by the bidders on the figures in the **Annexure-H**.

TCO for 7 years = Cost of Cash Dispensers with three years warranty + Four years post warranty AMC charges + Manage Services cost for 7 years + Cost of Spare Parts + Cash Management + Connectivity Charges.

## **12. Documentation**

The following information should be furnished along with the Technical bid by means of printed technical brochures as per checklist provided.

- Make and model numbers of all the equipment quoted for.
- Specifications of all items asked along with technical specifications table.
- In case of Software(s), which will be supplied free, and the ones that will be charged for, should be clearly indicated. Restrictions on software usage, if any, should also be mentioned.

## **13. Submission of Technical Details**

It is mandatory to provide the technical details in the exact format of **Technical Details column** given in the technical specifications. *The offer may not be evaluated by Bank of Maharashtra* in case of non-adherence to the format or non-submission / partial submission of technical details as per the format given in the tender. Bank of Maharashtra will not allow/permit changes in the technical specifications once it is submitted. The relevant product information, brand and model number offered, printed product brochure, technical specification sheets etc. should be submitted along with the offer. Failure to submit this information along with the offer could result in disqualification. (Please refer to the suggested checklist given in this document).

#### 14. Format for Technical bid

The Technical bid must be made in an organized, structured and neat manner. Brochures/leaflets etc. should not be submitted in loose form. This can be divided into **three parts** – the first part should contain the documents supporting the eligibility of the bidder to participate in the tendering process as per the eligibility criteria mentioned in the RFP, the second part should contain the technical details of the proposed project and the third part should contain the technical brochures etc.

The suggested format for submission of **Technical bid** is as follows:

1. Index
2. Covering letter. This should be as per Annexure-A.
3. Details of the bidder, as per Annexure-B.
4. Compliance of eligibility criteria along with support documents as per the format given in Annexure-N.
5. Compliance agreement, as per Annexure-L

**The eligibility criteria will be verified based on above compliance table duly filled by the bidder along with the supporting documents.**

6. Technical bid with Specifications as given in Annexure-D, complete with all the columns filled in.
7. Terms and Conditions Compliance Table in the following format. This table must cover bidder's response to all the terms and conditions specified in the tender document

Term No	Short Description of term	Complied (Yes/No)	Detailed explanation about deviation, if not complied
a)	Support Personnel		
b)	Technical Inspection & Performance Evaluation		
c)	Performance Bank Guarantee		
d)	Payment Terms		
e)	Delivery, Installation and Commissioning		
f)	Completeness of Installation		
g)	Order Cancellation		
h)	Inter-working of Hardware and Software.		
i)	Acceptance Tests		
j)	Software Drivers, Manuals & Accessories.		
k)	All hardware equipment Warranty		
l)	Annual Maintenance Charges		
m)	Training		
n)	Spare Parts		

o)	Liquidated Damages		
p)	Penalty		
q)	Failure		
r)	Indemnity		
s)	Publicity		
t)	Guarantees		
u)	Force Majeure		
v)	Resolution of Disputes		
w)	Non-Disclosure Agreement		
x)	Adoption of Integrity Pact		

**Note: The response to the terms & conditions will be verified based on above table.**

8. Warranty (for all relevant schedules). This should not contain any price information.
9. Delivery and Implementation schedule.
10. Technical Documentation (Product Brochures, leaflets, manuals etc.). An index of technical documentation submitted with the offer must be enclosed.
11. System software details.
12. Manufacturers' Authorization Form ( if applicable ) as per Annexure-E
13. Details of Past installation/Track Record, as per Annexure-G
14. Details of support centers as per Annexure-C(2)
15. BID Security Declaration (To be submitted in a separate envelope along with the Copy of Technical Bid.)
16. Bidder's Financial Details (audited balance sheets, annual reports etc.) and other supporting documents, as asked in the tender document
17. All documentary evidence wherever required to be submitted be properly arranged.
18. Copy of the Commercial Bid duly masking the price column.

## **15. Masked Commercial**

The bidder should submit a copy of the actual price bid being submitted to the bank by **masking** the actual prices as part of technical bid. This is mandatory and **the bid may be disqualified if this is not submitted along with technical bid.**

## **16. Format for Commercial bid**

The Commercial bid must not contradict the Technical bid in any way. The suggested format for submission of Commercial bid is as follows:

1. Index
2. Covering letter
3. Commercial bid should be as per Annexure-H. This must contain all price information.
4. A statement that the bidder agrees with Payment terms given in the tender.

## **17. Erasures or Alterations**

The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. Bank of Maharashtra may treat offers not adhering to these guidelines as rejected.

Bank of Maharashtra may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer. This shall be binding on all bidders and Bank of Maharashtra reserves the right for such waivers.

## **18. Alternative offers**

Each offer should preferably specify a single solution, which is cost-effective and meets the tender specifications, and does not include many alternatives. Bidder willing to offer Bank of Maharashtra two or more alternatives for any item(s) of requirement should submit separate details for each alternative. Each detail/table should be complete in all respects and should not require cross-referencing with details given in other options.

If more than one alternative offers are quoted in the Commercial bid, the highest quote will be considered in the TCO for arriving the L1 bidder. However, bank will have discretion to choose the one of the alternatives at the quoted price.

## **19. Location of project implementation**

This tender is being floated by the Head Office of Bank of Maharashtra. The proposed solution is being procured through this tender shall be installed, commissioned and maintained by the successful bidder at various locations of Bank of Maharashtra across the country. Bank reserves the right to make changes in the locations.

## **20. Cost & Currency**

The offer must be made in Indian Rupees only, and price quoted must include the following cost components.

- a) Cost of the equipment
- b) Installation and commissioning charges, if any,
- c) Minimum of three-year comprehensive on-site warranty covering all parts including plastic and rubber parts & labour charges.
- d) Transportation and Forwarding charges to the site.
- e) In addition to transit insurance normal electronic equipment insurance should be available up to installation or up to 30 days from date of delivery whichever is earlier.
- f) All-inclusive taxes except GST (payable as applicable).

## **21. Contract Period**

The selected bidder needs to execute a Service Level Agreement (SLA) as per Format to be supplied by the Bank covering inter alia the terms and conditions of this RFP.

The tenure of the Contract will be for a period of 7 (seven) Years from date of acceptance of the installations for supplying the proposed solution for Bank of Maharashtra. The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving one month notice. Any offer falling short of the contract validity period is liable for rejection.

The Contract period will commence effective from the issuance of purchase order/letter of intent whichever is earlier or bank terminates the SLA by serving 30 days prior notice in writing to the selected bidder at its own convenience without assigning any reason and without any cost or compensation thereof.



## **22. Service Continuity**

As part of service continuity: - After the completion of initial period of 07 (Seven) years, the contract may be extended/renewed for such further period as would be decided by the Bank on the same terms and conditions as mentioned herein.

## **23. Fixed Price**

The Commercial bid shall be on a fixed price basis, inclusive of all taxes and levies at site as mentioned above except GST. No price variation relating to increases in customs duty, excise tax, dollar price variation etc. will be permitted.

## **24. No Negotiation**

It is absolutely essential for the bidders to quote the lowest price at the time of making the offer in their own interest, as the final selection of L1 bidder would be on the basis of TCO.

## **25. Order Splitting**

With a view to reduce the risks of delaying project implementation, bank reserves the right to split the order approximately in the order of 60:40 between the bidders offering the lowest TCO within(L1) and the bidder offering second lowest TCO (L2) provided the difference between L1 & L2 is less than or equal to 10%. The purchase order (PO) will only be at the rate offered by L1. Bank also reserves the right to split order as per the Govt/MSME guidelines for MSME companies, if any participate in the tender process.

## **26. Short-listing of Bidders**

Bank of Maharashtra will create a short-list of **technically qualifying bidders** and the **Commercial bids of only these bidders will be opened.**

## **27. Right to Alter Quantities**

Bank of Maharashtra reserves the right to alter the proposed quantities specified in the tender. Bank of Maharashtra also reserves the right to delete one or more items from the list of items specified in tender.

## **28. Adoption of Integrity Pact**

1. The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract.
2. Only those bidders, who commit themselves to the above pact with the Bank, shall be Considered eligible for participate in the bidding process.
3. The Bidders shall submit signed integrity pact as per **Annexure-O** along with Conformity to Eligibility Criteria. Those Bids which are not containing the above are liable for rejection.
4. Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates
5. Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

6. Integrity Pact in respect this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
7. The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty/Guarantee/AMC if contracted whichever is later.
8. Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
9. The name and contact details of the Independent External Monitors (IEM) nominated by the Bank are as under:

<b>Shri. Nilmoni Bhakta</b> Address — A-801, PBCL CHS Ltd. Plot No. 3, Sector 46 A Nerul, Navi Mumbai, 400706 Email — <a href="mailto:nilmoni.bhakta@gmail.com">nilmoni.bhakta@gmail.com</a>	<b>Shri. Madan Lal Sharma</b> Address — K-23, Jangpura Extention New Delhi Email — <a href="mailto:ml.sharma1965@yahoo.com">ml.sharma1965@yahoo.com</a>
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## 29. IT ACT

The Bidder must ensure that the proposed products/services are compliant to all such applicable existing regulatory guidelines of GOI / RBI and adheres to requirements of the IT Act 2000 (with amendment from time to time) and Payment and Settlement Systems Act 2007 and amendments thereof as applicable. The bidder must submit a self-declaration to this effect.

The Successful bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under the Copyrights Act, 1957 or IT Act 2000 or any Act in force at that time in respect of all the hardware, software and network equipment or other systems supplied by bidder to the Bank from any source.

## 30. Aadhar ACT 2016

The Successful bidder must comply to Aadhar Act 2016 and the subsequent amendments as applicable to the products/services.

## 31. Exchange Rate Variation (ERV)

Exchange rate variation clause will be applicable for repeat order only. Prices accepted by Bank shall be increased or decreased in repeat order if the ERV is more than 5%. (The % will be calculated from date of submission of commercial offer and repeat order proposal). The price increase or decrease will be proportionate to difference more than 5%. i.e. if dollar variation is + 7% than prices will increased by 2%.

## 32. Repeat Orders

Bank of Maharashtra reserves the right to place repeat order/s for 25% more Cash dispenser to the bidder under the same terms and conditions within a period of three years from the date of acceptance of first purchase order by the bidder. The bank reserves the right to re-negotiate the price with the bidder in case of downward revision of the price as per market survey.

### 33. Eligibility Criteria

Only those bidders who fulfil the following criteria are eligible to respond to the RFP. Offers received from the bidders who do not fulfil all or any of the following eligibility criteria are liable to be rejected. The selected bidder should be in a position to meet service level commitments in full. The eligibility criteria will include the following:

- a) The Company should be a Registered Company in India for a minimum period of 3 (three) years as on the date of submission of RFP under the Companies Act 1956, and its existence in the Companies Act 2013 and its amendment.
- b) The Bidder should be in the business of ATM/ CD/ BNA/ Cash Dispenser Managed Services in India for a minimum period of three years as on the bid submission date.
- c) Bidder should have experience in deployment and handling managed services of ATM / CD/ BNA / Cash Dispensers Managed Services in India for at least 2000 ATM/ CD/ BNA/ Cash Dispensers of PSU/ Non-PSU scheduled commercial Banks for the last one year from the date of issuance of this RFP. **The Bidder should submit Implementation Certificate / Reference letter from the organization as documentary proof.**
- d) Bidder should have experience in undertaking the activities of Cash Replenishing Services for ATM / CD/ BNA / Cash Dispensers in India for at least 2000 ATM/ CD/ BNA/ Cash Dispensers of PSU/ Non-PSU scheduled commercial Banks for the last one year from the date of issuance of this RFP.
- e) Turnover of the bidder should be at least Rs.100 Crores per year from business in last three financial years i.e. 2017-18, 2018-19 & 2019-20. The bidder should have made net profit or should have positive net worth during any two of the last three consecutive financial years.
- f) The Bidder should have its own exclusive Cash Dispensers support infrastructure covering all regional/Zonal office centres across the country, with owned/franchisee service centers at particular those location having Bank of Maharashtra zonal regional centers, to give service all Cash Dispensers locations of Bank of Maharashtra and provide 24x7 support, call escalation, SLM, replacing consumables and should also be capable of expanding the support infrastructure in keeping with the requirements of Bank of Maharashtra.
- g) The Bidder should not have been blacklisted by any PSU Bank /IBA/RBI during the last five years.
- h) The production unit / factory of the brand of Cash Dispensers being quoted should be ISO 9001:2008 certified. If the production units are outside India, it should meet equivalent international standards.
- i) The Bidder should ensure that there are – (a) no legal proceedings pending or threatened against Bidder or any sub Bidder/third party or its team which adversely affect/may affect performance under the Contract; and (b) no inquiries or investigations have been threatened, commenced or pending against the Bidder or any sub-Bidder / third party or its team members by any statutory or regulatory or investigative agencies. Bidder to submit declaration in this regard duly certified by Statutory Auditor.
- j) The bidders should submit the integrity pact in Rs.600 stamp paper after duly signing (Including Witness)

- k) If the bid is submitted by an Authorized distributor/representative/Dealer/Channel Partner, the Original Equipment Manufacturer (OEM) shall certify that the dealership/channel partnership arrangement with the bidder is currently in force. A copy of the same shall be enclosed. Also, the Original Equipment Manufacturer (OEM) shall submit a letter through the authorized dealer/channel partner, participating in the tender process, that they shall honor the warranty/Annual Maintenance contract commitments independent of continuation of the dealership/ channel partner arrangement with the authorized dealer/ channel partner.
- l) Either Cash Dispenser manufacturer or their authorised distributor in India can directly Bid in the tender but both of them cannot bid for the same make.
- m) Two different group companies (both with majority shareholding from a company) submitting separate bids representing different OEMs will be disqualified.
- n) Bidding on consortium basis will not be accepted. It is clarified that bids submitted as consortium shall be rejected.

#### **34. Authorized Signatory:**

The selected Bidder shall indicate the authorized signatories who can discuss and correspond with Bank of Maharashtra, with regard to the obligations under the contract. The selected Bidder shall submit at the time of signing the contract a certified copy of the resolution of their board, authenticated by the company secretary, authorizing an official or officials of the Bidder to discuss, sign agreements/contracts with Bank of Maharashtra, raise invoice and accept payments and also to correspond.

The Bidder shall provide proof of signature identification for the above purposes as required by Bank of Maharashtra.

#### **35. Notices**

Notice or other communications given or required to be given under the contract shall be in writing and shall be hand-delivered with acknowledgement thereof, or transmitted by pre-paid registered post or courier.

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

#### **36. Support**

The bidder should ensure 24 X 7 support team at all the locations. The bidder should be able to provide efficient and effective support at all locations so as to meet 24\*7 hrs service support with maximum 4 hrs response time – A commitment to this effect should be furnished. For this the bidder should have its own exclusive Cash Dispensers support infrastructure covering all regional/Zonal office centers across the country, with owned/franchisee service centers at particular those location having Bank of Maharashtra zonal regional centers, to give service all Cash Dispensers locations of Bank of Maharashtra and provide support, call escalation, SLM, replacing consumables and should also be capable of expanding the support infrastructure in keeping with the requirements of Bank of Maharashtra

#### **37. Performance Bank Guarantee (3%)**

The successful bidder should furnish a Performance Bank Guarantee to the extent of 3% of the value of the contract within 30 days of the date of receipt of the purchase order/indent. The Performance Bank Guarantee has to be submitted in the format as required by the Bank. The performance guarantee would be for the entire period of the Contract plus 12 months claim period. If the Performance guarantee is not submitted, the Bank reserves the right to cancel the contract. The Performance Guarantee would be returned to the bidder after the expiry or termination of the contract.

### **38. Technical Inspection and Performance Evaluation**

Bank of Maharashtra reserves its right to carry out a technical inspection and performance evaluation (bench-marking) of machines offered by technically qualified bidders.

### **39. Payment Terms**

Bank of Maharashtra will be make payment as follows:

- a. No advance payment against purchase order.
- b. 100% of the value of the Cash Dispenser will be paid within 30 days after successful commissioning. The payment will be made on receipt of the invoices along with installation report and acceptance certificate duly acknowledged by Bank of Maharashtra subject to submission of Performance Bank Guarantee
- c. In case any components of the Cash Dispenser is found to be defective/damaged, payment in respect of such Cash Dispenser will be withheld by Bank of Maharashtra till the defective component or the Cash Dispenser itself is replaced as per Bank directives.
- d. The maintenance/ service bills pertaining to each month, for all services rendered during each month, shall be submitted to IT Department Head office Bank of Maharashtra within 15 days of the succeeding month. Payment will be processed within 15 working days subject to the scrutiny of the bills. Penalties on account of deficiency in service levels will be deducted from the bills submitted.
- e. Payment for AMC will be made quarterly in arrears on submission of Invoices and upon successful completion of the performance obligations for the previous quarter. TDS on all payments will be deducted at the applicable rate as per provisions of the applicable law.
- f. Bank of Maharashtra decision as regards replacement of the defective part or the entire Cash Dispenser shall be final, conclusive and binding on the Bidder.
- g. All the payments to the Successful Bidder shall be subject to the performance/ delivery of the Services to the satisfaction of Bank of Maharashtra for this purpose.
  1. Penalties / liquidated damages, if any, shall be deducted from the invoice value/ Contract value.
  2. The Successful Bidder shall be solely liable for the payment of all the past, present and future central, state and local levies, direct/indirect taxes, fines and penalties (including without limitation GST if any) by whatever name called, as may become due and payable in relation to the Services.

- h. Notwithstanding anything contained in this RFP/ the Contract or in any other document(s)
1. under no circumstances Bank shall be liable to the Successful Bidder and/or its employees/personnel/representatives/agent etc. for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of the Contract;
  2. Bank shall not have any liability whatsoever in case of any third party claims, demands, suit, actions or other proceedings against the Successful Bidder or any other person engaged by the Successful Bidder in the course of performance of the Service.
  3. Bank reserves the rights to dispute/deduct payment/withhold payments/further payment due to the Successful Bidder under the Contract, if the Successful Bidder has not performed or rendered the Services in accordance with the provisions of the Contract which the Bank at its sole discretion adjudge.
  4. Successful Bidder shall permit Bank to hold or deduct the amount from invoices, for non-performance or part performance or failure to discharge obligations under the Contract.
  5. It is clarified that the any payments of the charges made to and received by authorized Successful Bidder personnel shall be considered as a full discharge of Bank's obligations for payment under the Agreement.

#### **40. Implementation (Delivery, Installation and Commissioning)**

The Bank reserve rights to stagger the deliveries depending upon readiness of sites at various locations. The Bidder shall be responsible for delivery, installation, Commissioning of the Cash Dispensers ordered at all the sites and for making them fully operational at no additional charge within 8 weeks from the date of delivery instruction for locations. Bidder is required to obtain necessary road permits wherever required. However Bank will provide any letter, if required by bidder to carry out the task.

The installation will be deemed as incomplete if any component of the hardware, software, etc., or any documentation/media is not delivered or is delivered but not installed and/or not operational or not acceptable to Bank of Maharashtra after acceptance testing/examination. In such an event, the supply & installation will be termed as incomplete and it will not be accepted and warranty period will not commence. The entire site will be accepted after complete commissioning of equipment and satisfactory working of the entire equipment for a minimum period of 30 days.

#### **41. Completeness of Installation**

The installation will be deemed as incomplete if any component of the hardware, software, etc., or any documentation/media is not delivered or is delivered but not installed and/or not operational or not acceptable to Bank of Maharashtra after acceptance testing/examination.

In such an event, the supply & installation will be termed as incomplete and it will not be accepted and warranty period will not commence. The entire site will be accepted after complete commissioning of equipment and satisfactory working of the entire equipment for a minimum period of 10 days.

#### **42. Future additions of Hardware/Software**

Bank would have the right to:

- a) Shift the supplied system to an alternate site of its choice.
- b) Disconnect/connect/Substitute accessories etc. or device or any equipment/software acquired from another bidder.
- c) Expand the capacity/enhance the features/upgrade the hardware/software supplied either from the bidder or another bidder or developed in-house.

The warranty or service contract terms would not be considered as violated if any of above takes place. Should there be a fault in the operations of the system the bidder, would not unreasonably assume that the cause lie with those components/software not acquired from them.

#### **43. Loading of Anti-Virus Solution**

Bank of Maharashtra is implementing an Enterprise-wide Anti-Virus Solution across all the branches. The successful bidder will cooperate with the existing bidder of the Anti-virus solution for loading of the Anti-Virus solution on the servers /desktops or hardware, if any forming part of the proposed solution. If all the functionality of Antivirus is managed by TSS then Anti -virus is not required.

#### **44. Order Cancellation**

Bank of Maharashtra reserves its right to cancel the order in the event of one or more of the following situations:

1. Delay in delivery beyond the specified period for delivery.
2. Delay in installation beyond the specified period for installation from the date of purchase order.
3. Serious discrepancy in hardware noticed during the pre/post-dispatch inspection installation.

In addition to the cancellation of purchase order, Bank of Maharashtra reserves the right to initiate appropriate action as specified in BID security declaration given by the supplier against the advance payment.

#### **45. Exit Option & Contract Re-negotiation**

- a) The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:
  1. Failure of the successful bidder to accept the contract and furnish the performance Guarantee within 15 days of receipt of purchase contract or agreed terms by Bank;
  2. The selected bidder commits a breach of any of the terms and conditions of the contract.
  3. The bidder goes into liquidation voluntarily or otherwise.
  4. An attachment is levied or continues to be levied for 7 days upon effects of the bid.
  5. The progress regarding execution of the contract by the bidder does not comply with the SLAs proposed in this RFP/RFP terms and the deviations are above the defined threshold limits.
  6. Deduction on account of liquidated damages exceeds 10% of the total contract price.
  7. Delay in delivery / installation / commissioning of Cash Dispensers beyond the specified period for the same as mentioned in the order.
- b) In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the bidder.
- c) The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the bidder at more favorable terms in case such terms are offered in the industry at that time.

- d) Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the bidder should continue to provide the facilities to the Bank at the site.
- e) Knowledge transfer: The Bidder shall provide such necessary information, documentation to the Bank or its designee, for the effective management and maintenance of the Deliverables under this Agreement. Bidder shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required to support the Services. Such documentation will be subject to the limitations imposed by Bidder's Intellectual Property Rights of this Agreement.

#### **46. Intellectual Property Rights**

All Intellectual Property Rights in the Deliverables (excluding Pre-existing Material or third party software, which shall be dealt with in accordance with the terms of any license agreement relating to that software) shall be owned by Bank. In the event that any of the Deliverables or work product do not qualify as works made for hire, Bidder hereby assigns to Bank, all rights, title and interest in and to the Deliverables or work product and all Intellectual Property Rights therein.

Notwithstanding the above, any intellectual property developed by a Party that is a derivative work of any pre-existing materials will be treated the same as pre-existing material and the developer of the derivative work will assign all right and title in and to the derivative work to the owner of the pre-existing material.

Residuals. The term "Residuals" shall mean information and knowledge in intangible form, which is retained in the memory of personnel who have had access to such information or knowledge while providing Services, including concepts, know-how, and techniques. There is no restriction on the use of the residual knowledge by personnel upon completion of their assignment with the Bank

Other than as agreed hereinabove, nothing herein shall cause or imply any sale, license (except as expressly provided herein), or transfer of proprietary rights of or in any software or products (including third party) from one party to the other party with respect to work product, Deliverables or Services agreed under this Agreement.

#### **47. Corrupt & Fraudulent Practices**

As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND

"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.



#### **48. Warranty**

- a. All the warranties held by or in the name of the bidder shall be assigned or transferred as-is, in the name of the bank. The bidder shall execute any and all such documents as may be necessary in this regard.
- b. The parties shall return confidential information and will sign off and acknowledge the return of such confidential information.
- c. The bidder recognizes that considering the enormity of the assignment, the transition services listed herein are only indicative in nature and the bidder agrees to provide all assistance and services required for fully and effectively transitioning the services provided by the bidder under the scope, upon termination or expiration thereof, for any reason whatsoever.
- f) During which the existing bidder would transfer all knowledge, knowhow and other things necessary for the Bank or new bidder to take over and continue to manage the services.
- g) The bidder agrees that in the event of cancellation or exit or expiry of the contract it would extend all necessary support to the Bank or its selected bidders as would be required in the event of the shifting of the site

#### **49. Spare parts**

Bidder will make the spare parts for the systems available for a minimum period of 7 (Seven) years from the time of acceptance of the system. Thereafter, bidder will give at least twelve months' notice prior to discontinuation of support services, so that Bank of Maharashtra may order its requirements of the spares, if it so desires. If any of the peripherals, components like hard disk, CPU, Memory etc. are not available or difficult to procure or the procurement is likely to be delayed for replacement if required, the replacement shall be carried out with state of the art technology equipment of equivalent capacity or higher capacity at no additional charges to Bank of Maharashtra.

#### **50. Repeated Failures**

If during the warranty period, any equipment has a hardware failure on four or more occasions in a quarter, it shall be replaced by equivalent new equipment by the bidder at no cost to Bank of Maharashtra.

#### **51. Violation of Terms**

The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this tender document. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

#### **52. Compliance with All Applicable Laws**

The bidder shall undertake to observe, adhere to, abide by, comply with and notify Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its employees/officers/staff/

personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

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

This indemnification is only a remedy for Bank. The 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 Bank arising out of claims made by its customers and/or regulatory authorities.

### **53. Change Management**

Changes to business applications, IT components and facilities should be managed by change management processes to ensure integrity of any changes.

All the IT components proposed under the RFP (such as- application software, middleware etc.) should be periodically patched for all types of patches, such as - security patches, system patches etc. Emergency patches should also be applied immediately as per regulatory and other agencies directions etc.

If any proposed software becomes End of support/ End of life during the warranty/ AMC/ ATS period, the same will be replaced by the next version of software without any cost to the Bank. Also, software replacements are done in a planned manner to ensure that no downtime is required on this account.

### **54. Termination**

The Bank, without prejudice to any other remedy for breach of contract, by written notice (with a notice period of 30 days) of default sent to the Successful Bidder, may terminate this Contract in whole or in part:

- a) If the Successful Bidder fails to deliver any or all of the Goods/Services within the period(s) specified in the Contract, or within any extension thereof granted by the BANK; or
- b) If the Successful Bidder fails to perform any other obligation(s) under the Contract and fails to cure the same within a curing period granted by the Bank through a written notice; or
- c) In the event the Bank terminates the Contract in whole or in part, the BANK may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Successful Bidder shall be liable to the Bank for any excess costs for such similar Goods or Services. However, the Successful Bidder shall continue performance of the Contract to the extent not terminated.
- d) Bank reserves the right to terminate the contract at its sole discretion by giving three months' notice without assigning any reasons.

## **55. Effect of Termination**

1. The bidder agrees that after completion of the Term or upon earlier termination of the assignment the bidder shall, if required by the Bank, continue to provide facility to the Bank at no less favourable terms than those contained in this tender document. Unless mutually agreed, the rates shall remain firm.
2. The Bank shall make such prorated payment for services rendered by the bidder and accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the bidder is in compliance with its obligations till such date. However, no payment for “costs incurred, or irrevocably committed to, up to the effective date of such termination” will be admissible. There shall be no termination compensation payable to the bidder.
3. Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

## **56. Acceptance Tests**

At the discretion of Bank of Maharashtra, acceptance test will be conducted by the bidder at the site in the presence of the officials of Bank of Maharashtra and/or its nominated consultants. The tests will check for trouble-free operation of the complete system for ten consecutive days apart from physical verification and testing. There shall not be any additional charges payable by Bank of Maharashtra for carrying out this acceptance test. Bank of Maharashtra will take over the system on successful completion of the above acceptance test.

## **57. Software Licenses**

The bidder should provide the required licenses for the software supplied and deployed for the solution and the related manuals.

## **58. ISMS Framework**

The bidder shall abide by the ISMS framework of the Bank. Bidder shall abide by the ISMS policy and any other policy and subsequent procedures of the Bank.

## **59. Service level Agreement**

The selected bidder should execute (a) a Service Level Agreement (SLA), which would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Bank and (b) Non-disclosure Agreement (NDA). The selected bidder should execute the SLA and NDA within 45 days from the date of acceptance of Purchase Order/LOI.

## **60. Liquidated Damages**

If there is a delay by the bidder in the delivery of the complete hardware and software as will be mentioned in the purchase order, the bidder will be liable to pay a sum of Rs.10000/- per site per week

or part thereof (If the delay period is more than 3 days, it will be treated as one full week) to the maximum of total order value for that site of delay beyond the scheduled delivery date by way of liquidated damages. The liquidated damages are pre-estimates of the loss or damage that may be sustained by Bank of Maharashtra. In case the complete delivery is delayed beyond the scheduled delivery date, Bank of Maharashtra reserves the right to cancel the contract and return the partially delivered equipment, if any, at the cost of the bidder. In case the bidder fails to deliver all the deliverables as specified in the order, the liquidated damages will be charged on the entire contract value.

Cumulative Liquidated Damages imposed for all the sites shall be subject to maximum of 10 percent of the total contract value.

Once the maximum is reached, the Bank may consider termination of the contract. Further, the Bank also reserves the right to cancel the order and invoke the Bank Guarantee/Performance Guarantees in case of inordinate delays in the delivery/installation of the equipment.

## **61. Penalty Terms:**

### **i. Penalty for Delay in commissioning**

If the bidder fails to complete the delivery, installation and commissioning within the said period, then liquidated damages @ 5% of the Cash Dispenser Price will be charged for every week's delay subject to maximum of 10 % of the Cash Dispenser Price.

### **ii. Incentive/ Penalty for uptime/ downtime**

The Bidder shall maintain 98% overall uptime for each Cash Dispenser. The penalty for not maintaining target availability will be applicable for individual Endpoints level.

#### **Incentive and rewards for maintaining Higher Uptime**

<b>Availability</b>	<b>Incentive amount</b>
If the monthly average availability of the machine is greater than equal to <b>98%</b>	10% of the Charges payable

#### **Penalty**

<b>Availability</b>	<b>Penalty amount</b>
95% to less than 98%	5% of Charges Payable
92% to less than 95%	10% of Charges Payable
less than 92%	25% of Charges Payable

### **iii. Penalty for non-supply of consumables/ Low quality consumables:-**

Penalty of Rs.1000/- per day per Cash Dispenser will be deducted towards non-supply of consumables as reported by the branches/offices. In case the Bidder supplies low-quality consumables in the Cash Dispenser and if it is reported that the functioning of the Cash Dispenser machine is problematic due to low-quality consumables utilized in the Cash Dispenser, the bank will impose a penalty @ Rs.1000/- for each Cash Dispenser per instance per day till the consumables are replaced.

### **iv. Cash Out Penalty shall be charged as under:**

If any Cash Dispenser/ ATM is having cash less than Rs.1.00 Lakhs it will be treated as Cash Out.

(i) Rs.1000/- per endpoint up to 3 hours. In case the cash out extends beyond 3 hours, then Rs.1000 for each hour.

(ii) Additional Rs.5000/- if cash out continues beyond 12 hours, for each block of 4 hours.

Example: If a cash out incident is closed within 3 hours, the penalty shall be Rs. 1000/- only. However, if it is closed in 26 hours, the penalty would be Rs. 30,000/- (Rs. 10,000/- for 12 hours +Rs. 5000/- x 4 for next 12 hours)

Bank shall levy penalty of Rs.1000 per incident, if Reject Bin full is not cleared within 4 hours for CDs deployed at Offsite locations.

**v. Penalty under EJ Pulling services and EJ Reconciliation:-**

Bidder has to ensure that the success rate of EJ pulling is at least 98% on T+1 basis and 100% on T+3 basis. In case of non-submission of 100% EJ on T+3 basis, Bank will charge a penalty of Rs.1000/- per day per Cash Dispenser. Further, in case of any claims of the cardholder by the Bank in the event of non-availability of EJ and EJ reconciliation, the Bank will recover the amount from bidder claimed by the cardholder.

**vi. Penalty for Cash Dispenser Camera Images/ footages:-**

Bidder should provide images/footages in case of disputed transactions/ or as and when required by the Bank. If Bidder is unable to do so for any reason, the Bidder will be liable to pay the disputed amount plus costs incurred by the Bank towards satisfaction of the disputed amount. If Bidder is unable to provide images within 3 days then a penalty of Rs.1000 /- will be charged.

During warranty/AMC period, the penalty would be recovered from the bidder from the 1% retention amount. If the 1% amount is not sufficient to recover the penalty, the bidder would be liable to pay the penalty amount within a period of 15 days from the date of demand made by the bank through its branches/offices. If the bidder does not make the payment of penalty within the stipulated period, the bank is free to invoke the bank guarantee and recover the amount.

**vii. Penalty for Housekeeping: -**

The Bidder shall ensure housekeeping of Offsite locations under the proposed contract. The site should be stain free, dust free and the selected bidder shall ensure the proper ambience of the site. If Bidder is unable to do so for any reason, bank will impose a penalty @ Rs.1000/- for each location per instance per day.

**viii. Monthly Management Review by Bidder: -**

Successful bidder has to take monthly Management Review of the performance of Cash Dispenser / ATM installed and submit a summary report with detailed analysis to Bank within 7 days of succeeding month, failing which, penalty of Rs.1,00,000/- (Rupees One lakh only) per month will be recovered from the payments due.

**62. Pre-dispatch Inspection/UAT**

Bank of Maharashtra and/or its nominated consultants will carry out factory/pre-dispatch inspection of all the equipment before its dispatch to Bank of Maharashtra, if required.

The solution shall be accepted only after completion of UAT.

### **63. Indemnity**

Bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, (ii) breach of any of the terms of this agreement document or breach of any representation or warranty by Bidder, (iii) use of the allocated site and or facility provided by Bidder, the overall liability for (i), (ii) and (iii) of this clause shall be subject to limit agreed between the parties under clauses of the RFP (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components used to facilitate and to 38ldg.38 the scope of the site requirement. (v) Bidder shall further indemnify the Bank against any loss or damage arising out of loss of data subject to the limit agreed between the parties under clause 4.38 of the RFP, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment/s providing facility to Bank's equipment/s at all points of time, provided however, (i) the Bank notifies Bidder in writing immediately on aware of such claim, (ii) Bidder has sole control of defense and all related settlement negotiations, (iii) the Bank provides Bidder with the assistance, information and authority reasonably necessary to perform the above, and (iv) the Bank does not make any statement or comments or representations about the claim without prior written consent of Bidder, except under due process of law or order of the court. It is clarified that the bidder shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank's (and/or its customers, users and Bidder's) rights, interest and reputation.

The Successful Bidder shall indemnify the Bank and undertake to keep the Bank fully saved and indemnified against any loss, action or claim arising out of or in respect to software bug, error, incomplete testing, misconduct, fraud, misbehaviour or violations of any laws committed by Bidder or its employees/ agents/ persons employed by third parties. Bidder shall, at their own expense, defend and indemnify the Bank against any claims due to loss of data / damage to data arising as a consequence of any negligence during implementation process.

Successful Bidder shall indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from: death or personal injury caused by the negligence of the indemnifying party, its personnel or its subcontractors;

- Except to the extent attributable to a breach of contract by, willful, negligent or unlawful act or omission of, the successful bidder or a third party which is controlled by the Bidder as governed by Indian IT Act.
- The breach by the Bidder of any of its obligations under Confidentiality,
- Non-compliance of Bidder with Laws / Governmental Requirements
- IP Infringement
- Negligence and misconduct of bidder, its employees, and agents
- Breach of any terms of agreement document or Representation made by Bidder.
- Act or omission in performance of service.
- Loss of data due to bidder provided facility

#### **64. Limitation of Liability**

The cumulative liability of the Successful Bidder to the Bank is limited to the total contract value except for:

Indemnity for IPR (Intellectual properties rights) claims;

Loss incurred to the Bank due to malfunctioning of the system deployed by the successful bidder; and for the above, Successful Bidder shall reimburse the actual loss incurred by the Bank

#### **65. Non-Disclosure Agreement**

The Bidder shall hold all information about this tender and / or information gathered about the Bank through this process in strict confidence with the same degree of care with which the Bidder protects its own confidential and proprietary information. The Bidder shall restrict disclosure of the Information solely to its employees, agents and contractors on a need to know basis and advise those persons of their obligations hereunder with respect to such Information.

To use the Information only as needed for the purpose solely related to this Project;

Except for the purpose of execution of this Project, not disclose or otherwise provide such information or knowingly allow anyone else to disclose or otherwise provide such Information.

The Bidder shall not disclose any information to parties not involved in supply of the products and services forming part of this order and disclosure of information to parties not involved in supply of the products and services forming part of this order will be treated as breach of trust and invite legal action. This will also mean termination of the contract and disqualification of the bidder in any future tendering process of the Bank.

Any information considered sensitive must be protected by the bidder from unauthorized disclosure or access.

The successful bidder should sign the NDA and the bidder representative working on the project should sign the NDU. The format of Non-Disclosure Agreement is given in Annexure-M.

#### **66. Publicity**

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

#### **67. Guarantees**

Bidder should guarantee that the equipment delivered to Bank of Maharashtra are brand new, including all components. In the case of software, the bidder should guarantee that the software supplied to Bank of Maharashtra is licensed and legally obtained. All and software must be supplied with their original and complete printed documentation.

A certificate signed by the CFO / Company Secretary of the Company should be submitted before the Pre-Delivery inspection confirming that all the components / parts/assembly software used in the Self Update passbook printer Kiosk are original new ones and no refurbished/ duplicate / second hand components/ parts/assembly/software are used.

#### **68. Force Majeure:**

Notwithstanding the above provisions, the Successful bidder shall not be liable for penalty or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond 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 and epidemics. If a Force Majeure situation arises, "Each Party agrees to give to the other a notice of 15 calendar days from the date of such occurrence of the incidents or notification etc. by government as applicable and such notice shall contain detail of the circumstances giving rise to the event of force majeure"

## **69. Confidentiality:**

The RFP document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same confidentiality undertaking. The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers or suppliers without the prior written consent of Bank.

This tender document contains information proprietary to Bank. Each recipient is entrusted to maintain its confidentiality. It should be disclosed only to those employees involved in preparing the requested responses. The information contained in the tender document may not be reproduced in whole or in part without the express permission of Bank. Disclosure of any such sensitive information to parties not involved in the supply of contracted services will be treated as breach of trust and could invite legal action. This will also mean termination of the contract and disqualification of the said bidder.

Responses received become the property of Bank and cannot be returned. Responses will not be used and shared with third party for any means. Information provided by each bidder will be held in confidence, and will be used for the sole purpose of evaluating a potential business relationship with the bidder.

"Confidential Information" means any and all information that is or has been received by the bidder ("Receiving Party") from Bank ("Disclosing Party") and that:

- (a) Relates to the Disclosing Party; and
- (b) is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or
- (c) Is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants
- (d) Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, or materials that may be shared by Bank with the bidder to host Bank's equipment at the site
- (e) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes, whether machine or user readable



- (f) Information disclosed pursuant to this clause will be subject to perpetual confidentiality.
1. The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all confidential information and confidential materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:
  2. Unless otherwise agreed herein, use any such confidential information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.
  3. In maintaining confidentiality hereunder, the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:
    - ▶ Take at least the same degree of care in safeguarding such confidential information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure;
    - ▶ Keep the confidential information and confidential materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
    - ▶ Limit access to such confidential information and materials to those of its directors, partners, advisers, agents or employees, sub-contractors and contractors who are directly involved in the consideration/evaluation of the confidential information and bind each of its directors, partners, advisers, agents or employees, sub-contractors and contractors so involved to protect the confidential information and materials in the manner prescribed in this document; and
    - ▶ Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of confidential information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof.
  4. The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party:
    - a. Immediately return all written confidential information, confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control;
    - b. To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from confidential information relating to the Disclosing Party;
    - c. So far as it is practicable to do so immediately expunge any confidential information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control; and
    - d. To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
  5. The restrictions in the preceding clause shall not apply to:
    - a. Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party contrary to the terms of this document); or any information which is independently developed by the Receiving Party or acquired from a third party to the extent it is acquired with the valid right to disclose the same.
    - b. Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any

governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.

- c. The confidential information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document.
- d. The confidentiality obligations shall survive the expiry or termination of the agreement between the bidder and the Bank.

## **70. Amalgamation:**

If the Bank undergoes an amalgamation, take-over, consolidation, reconstruction, merger, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the Vendor under this RFP.

## **71. Source Code**

- a) The application software should mitigate Application Security Risks, at a minimum, those discussed in OWASP top 10 (Open Web Application Security Project). The Bank shall have right to audit of the complete solution proposed by the bidder, and also inspection by the regulators of the country. The Bank shall also have the right to conduct source code audit by third party auditor.
- b) The Bidder shall provide complete and legal documentation of all subsystems, licensed operating systems, licensed system software, and licensed utility software and other licensed software. The Bidder shall also provide licensed software for all software products whether developed by it or acquired from others. The Bidder shall also indemnify the Bank against any levies / penalties on account of any default in this regard.
- c) In case the Bidder is coming with software which is not its proprietary software, then the Bidder must submit evidence in the form of agreement it has entered into with the software vendor which includes support from the software vendor for the proposed software for the full period required by the Bank.

## **72. Severability:**

- i) If any of the provisions of this Agreement may be constructed in more than one way, one of which would render the provision illegal or otherwise voidable or enforceable, such provision shall have the meaning that renders it valid and enforceable.
- ii) In the event any court or other government authority shall determine any provisions in this agreement is not amended so that it is enforceable to the fullest extent permissible under the laws and public policies of the jurisdiction in which enforcement is sought and affords the parties the same basic rights and obligations and has the same economic effect as prior to amendment.
- iii) In the event that any of the provisions of this Agreement shall be found to be void, but would be valid if some part thereof was deleted or the scope, period or area of application were reduced, then such provision shall apply with the deletion of such

words or such reduction of scope ,period or area of application as may be required to make such provisions valid and effective ,provided however, that on the revocation, removal or diminution of the law or provisions, as the case may be ,by virtue of which such provisions contained in this Agreement were limited as provided hereinabove, the original provisions would stand renewed and be effective to their original extent, as if they had not been limited by the law or provisions revoked. Notwithstanding the limitation of this provision by nay law for the time being in force, the Parties undertake to, at all times observe and be bound by the spirit of this agreement.

### **73. Resolution of disputes**

All disputes and controversies between Bank and Bidder shall be subject to the exclusive jurisdiction of the Courts in Pune and the parties agree to submit themselves to the jurisdiction of such court. This Project agreement shall be governed by the laws of India.

### **74. Arbitration**

Any controversy or claim arising out of or relating to this project and the services to be rendered by bidder under or pursuant to this project Agreement, the interpretation hereof, or its breach shall, if not resolved by mutual discussions between the parties, be settled by binding arbitration in accordance with the Arbitration and Conciliation Act, 1996. Arbitration shall be conducted in Pune. Language of arbitration proceeding shall be in English. The parties shall refer the matter to the sole arbitrator. However, in case of non-consensus on sole arbitrator within 15 days with each side to the dispute being entitled to appoint one Arbitrator. The two Arbitrators appointed by the parties shall appoint a third Arbitrator who shall act as the Chairman of the proceedings. The Award of the Arbitrator shall be Final and binding on the parties. Each Party shall bear the costs, fees, etc of the Arbitrator nominated by them and shall equally bear the costs of the Umpire/Chairman.

### **75. Audit & Inspection of Records**

All Bidder records with respect to any matters covered by this tender shall be made available to Bank or its designees, including RBI Inspectors / auditors at any time during normal business hours, as often as Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors or its designees would execute confidentiality agreement with the Bidder, provided that the auditors would be permitted to submit their findings to Bank, which would be used by Bank. The cost of the audit shall be borne by Bank. The scope of such audit would be limited to Levels being covered under the contract, and financial information would be excluded from such inspection, which shall be subject to the requirements of statutory and regulatory authorities.

Bank, its representative, RBI and Government Agencies shall have all the rights to carry out the VAPT (Vulnerability and penetration testing) or other system Audit for the service offered under this RFP.

### **76. Integrity Pact**

Bank believes in total transparency, integrity and accountability in its functioning. As per the directions of CVC, Bank proposes to execute Integrity Pact with the bidder focused on enhancing transparency in its business transactions, contracts and procurement processes.

The bidder shall submit the bid/tender along with the "Integrity Pact", as per Annexure-O on a non-judicial stamp paper of Rs. 600/- along with the bid/tender document, duly signed on all pages and the details filled in properly. All pages of the Integrity Pact shall be signed by the same signatory who signs the bid document and has the authority on behalf of the C.E.O of the company he represents.

The non-judicial stamp papers are to be purchased in the name of the Bidder or Bank and the date of purchase should not be earlier than six months of date of execution.

The acceptance of Integrity Pact shall be unconditional and the bidder must not change any contents of the Integrity Pact. If the contents of the Integrity Pact is changed by the bidder, the bid will be rejected.

The bidder shall submit the Integrity Pact duly signed by the person(s) signing the bid. Bidders are required to clearly indicate the name and designation of the signatory (ies) as well as the name and address of the witnesses.

If the Bidder is a partnership or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.

## **77. Disclaimer**

The scope of work document is not an offer made by Bank of Maharashtra but an invitation for response based on which the Bank may further evaluate the response or call for alternate or more responses from other Bidders. The Bank has the right to ask for other competitive quotations and can award any part or complete work to another Bidders whom so ever they feel eligible for the same taking into consideration the price and quality.

## **78. Clarification of Offers**

To assist in the scrutiny, evaluation and comparison of offers, Bank of Maharashtra may, at its discretion, ask some or all bidders for clarification of their offer. The request for such clarifications and the response will necessarily be in writing.

## **79. No Commitment to Accept Lowest or Any Tender**

Bank of Maharashtra shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers, without assigning any reason whatsoever. Bank of Maharashtra reserves the right to make any changes in the terms and conditions of purchase. Bank of Maharashtra will not be obliged to meet and have discussions with any bidder, and or to listen to any representations.

## **80. Make, Models & Part numbers of the equipment**

It is mandatory to provide the make, model and part number of all equipment/software and their subcomponents as asked for in the technical specification. The offer may not be evaluated and/or will be liable for rejection in case of non-submission or partial submission of make, model and part numbers of the items offered. Please note that substituting this information by just brand name is not enough. (Part no of the sub components may be provided.)

**81. Annexure-A: Tender Offer Cover Letter**

Date: \_\_\_\_\_ 2020

Tender Reference No.:162020

To: \_\_\_\_\_

Having examined the tender documents including all annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, deliver and maintain cash Dispensers, other hardware and software components, services to be provided as mentioned in RFP no. 162020 in conformity with the said tender documents in accordance with the Schedule of Prices indicated in the Commercial bid and made part of this tender.

We understand that the RFP provides generic specifications about all the items and it has not been prepared by keeping in view any specific bidder.

If our tender offer is accepted, we undertake to commence delivery within \_\_\_\_\_ (Number) days and to complete delivery, installation and commissioning of all the equipment as specified in the Contract within \_\_\_\_\_ (Number) days calculated from the date of receipt of your Notification of Award/Letter of Intent.

If our tender offer is accepted, we will obtain the guarantee of a bank for a sum equal to 10% of the Contract Price for the due performance of the Contract.

We agree to abide by this tender offer till 180 days from the date of tender opening and our offer shall remain binding upon us and may be accepted by the Bank any time before the expiration of that period.

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

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

**We have separately quoted for the comprehensive on-site annual maintenance charges in the Commercial bid. The charges as such are expressed in terms of percentage to total hardware cost.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020

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

(In the Capacity of) \_\_\_\_\_

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

## 82. Annexure-B: Details Of The Bidder

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

Sr No.	Item	Details
1.	Name of Company	
2.	Postal Address	
3.	Telephone/ Mobile and Fax numbers	
4.	Constitution of the Company	
5.	Name and designation of the person authorized to make commitments to the Bank of Maharashtra	
6.	Email Address	
7.	Year of commencement of Business	
8.	Turnover of the company (not of group) 2017-18 2018-19 2019-20	
9.	Net Profit and Net Worth of the company (not of group) 2017-18 2018-19 2019-20	
10.	TAN no	
11.	GSTIN	
12.	Income Tax Number /PAN no	
13.	Whether direct manufacturer or authorized dealers/agent	
14.	Name and Address of manufacturer of Cash Dispensers	
15.	Location of Manufacturing facility	
16.	Brief Description of facilities for manufacture, production, inspection, testing and quality assurance	
17.	Brief Description of after sales service facilities available with the bidder Please fill up Annexure C (2) also.	
18.	Names and addresses of the principal bankers with whom major credit facilities (fund / non-fund) are being enjoyed (Also mention names of the banks in consortium, names of the contact officials of the bank, phone & fax numbers etc.)	
19.	Integrity Pact	
20.	ISO 9000/9001/27001 certification / Equivalent	

**83. Annexure-C(1): Details Of Locations Of Bank's Zonal Office/S**

SL. NO.	ZONE	Land Line No.	Address
1	AHMEDABAD	079-25508566	MAVLANKAR HAVELI ,VASANT CHOWK BHADRA AHMEDABAD ,AHMEDABAD ,380001
2	AHMEDNAGAR	0241-2430425	GURUKUL 2ND FLR ,LAL TAKI RD AHMEDNAGAR ,AHMEDNAGAR ,414003
3	AKOLA	7242490843	Bank of Maharashtra Regional Office ,ARTHMANGAL ,SATAV CHOWK, OAK MARG, JATHARPETH ,AKOLA ,444005
4	AMRAVATI	0721-2565588	OPP. ATULMANGAL KARYALAYA ,LAHANUJI NAGAR ,AMRAVATI ,444606
5	AURANGABAD	0240-6645616	MAHABANK BHAVAN C-3 N-1 TOWN CENTRE ,CIDCO AURANGABAD ,AURANGABAD ,431003
6	BANGALORE	080-46561232	15 POLICE STATION road ,STATION RD BASAVANGUDI BANGALORE ,BENGALURU ,560004
7	BHOPAL	0755-2555991	1/14 PRASHASANIK ZONE ,ARERA HILLS JAIL RD BHOPAL ,BHOPAL ,462011
8	CHANDIGARH	0172-2720076	SCO 88-89 ,SECTOR 17 C CHANDIGARH ,CHANDIGARH ,160017
9	CHANDRAPUR	07172-255318	"Udyog Bhavan", Ground Floor, Opposite District Court, Station Road, Chandrapur, Maharashtra – Pin: 442401
10	CHENNAI		04 SIVAGNANAM RD ,T NAGAR CHENNAI ,CHENNAI ,600017
11	DELHI	011-26197769	3rd Floor, ,NBCC Tower, ,15 Bhikaji Cama Place, New Delhi ,110066
12	GOA	0832-2231074	DATTA PRASAD BUILDING ,FIRST FLR M.G. RD PANAJI GOA ,PANAJI GOA ,403001
13	HYDERABAD	040-24756375	4-3-448 to 460&465to468 ,Vinoothna Pitties Majesty ,Gopal Bagh 2nd Floor Near BANK STREET ,500001
14	INDORE	0731-2531805 extn 307	MAHARASHTRA SAHITYASABHA BHAVAN ,688M G RD INDORE ,INDORE ,452007
15	JABALPUR	0761-2400432	MAGALMAY BLDG 1STFLR ,OPP TELEPHONE EX 1STFLR WRIGHT TOWN ,JABALPUR ,480002
16	JAIPUR	0141-2379905	6th FORTUNE HEIGHTS, C-94 ,NEAR AHINSHA CIRCLE, C-SCHEME, ,JAIPUR ,302001
17	JALGAON	0257-2223594	BLDG NO 7 1ST FLR KHANDESH MILL ,P.B NO 88 NEHRU CHOWK JALGAON ,JALGAON ,425001
18	KOLHAPUR	0231-2533425 ext 32	MAHABANK BLDG S N 517/1-L PLOT NO 7 ,KAVALA NAKA KOLHAPUR ,KOLHAPUR ,416001
19	KOLKATA	033-40374918	1ST FLOOR, MCLEOD HOUSE ,3 N. S. ROAD ,KOLKATA ,700001
20	LATUR	2382-254991	PUSHPAK PLAZA ,GANESH NAGAR, AUSA ROAD, ,LATUR ,413531

21	LUCKNOW	0522-2739259, 2739260	MAHANAGAR NORTH HSG CO-OP SOC ,PLOT NO 12 SECTOR-9 VIKASNAGAR ,LUCKNOW ,226024
22	MALEGAON ZONE		Sanchar Sadan, 2nd floor, BSNL building, S.No.305/2, Sanchar Sadan, 60ft Road, Malegaon Camp, Malegaon Dist-Nasik 423203
23	MUMBAI CITY		JANAMANGAL 2NDFLR ,45/47 MUMBAI SAMACHAR MARG FORT MUMBAI ,MUMBAI ,400023
24	MUMBAI SUBURB ZONE		Plot No 632, Yashomangal, Gandhinagar, Bandra East Mumbai - 400 051
25	NAGPUR	0712-2557289	MAHABANK BLDG ,ABHYANKAR RD SITABULDI NAGPUR ,NAGPUR ,440012
26	NASIK	0253-2580748	GRUHA NIRMAN BHAVAN ,GADKARI CHOWK OLD AGRA RDPOST BOX 140 ,NASIK ,422002
27	NAVI MUMBAI ZONE		CIDCO Old Admin Building, P-17, Sector- 1, Vashi, Navi Mumbai,Pin-400703
28	NOIDA ZONE		Bank of Maharashtra Rusoolpur, Nawada Sector 62, Noida 201301
29	PATNA ZONE		2nd floor NP tower, Main road, Near colony More, Kankarbagh Patna-800020
30	PUNE CITY		YASHOMANGAL 1183--A ,SHIVAJINAGAR F.C. ROAD ,PUNE ,411005
31	PUNE EAST	020-24514004	"Janamangal Building", 2nd Floor, S. No. 7A/2, Opposite Kirloskar Pneumatic Co. Ltd, Hadapsar Industrial Estate, Pune, Maharashtra – Pin: 411013
32	PUNE WEST ZONE		Yashomangal' 1183/A, F.C. Road,Shivajinagar,Pune,Pin-411005
33	RAIPUR	0771- 2887670/72/73/7 4 extn 13,12	CHAWLA COMPLEX ,SAI NAGAR RAIPUR ,RAIPUR ,492001
34	SATARA		JEEVAN TARA L.I.C. RO BLDG ,OPP COLLECTOR OFF KOREGAON RD SATARA ,SATARA ,415001
35	SOLAPUR		PLOT NO 94 GAIKWAD BUILDING ,MORARJI PETH SOLAPUR PUNE RD SOLAPUR ,SOLAPUR ,413002
36	SURAT ZONE		PRIME ARCADE, ANANDMAHAL RD WARD17B NEAR JOGANI NAGAR ADAJAN DIST. SURAT SURAT 395009
37	THANE		MAHABANK BHAVAN, B 37, NEAR OLD PASSPORT OFFICE, ,WAGLE IND ESTATE THANE ,THANE - WEST ,400604



**84. Annexure-C(2): Details Of Service Centers of bidder**

Sl .	Place	Own or Franchise	Postal Address	Contact numbers	Service Facilities available (Describe)	Number of service engineers	Time to report to the location	Address of Web Portal for logging Calls
1								
2								
3								
4								
5								
6								
7								
8								
9								

## 85. Annexure-D: Technical Specifications

### Technical Bid Form: Supply, Installation, Maintenance of Cash Dispenser and providing Managed & Cash Replenishment services

#### TECHNICAL REQUIREMENTS

Brand of Cash Dispenser: <<Mention the Brand Name here >>

Manufacturer: <<Mention Manufacturer Name here >>

Model : <<Mention Model number here>>

The Technical Specifications mentioned below are the **minimum required** however, the **Bidders should offer their best/higher specifications and latest model Cash Dispenser**, which will meet BANK's requirement, satisfy or perform desired functions and comply with RBI guidelines also. The offer may not be evaluated and/or will be liable for rejection in case of non-submission of make and model of the items offered. All the features noted below are MANDATORY.

Annexure	
<b>Cash Dispenser / ATM:</b> The Cash Dispensers proposed for deployment under this RFP shall comply with RBI, IBA, EMV, NPCI/NFS, UIDAI guidelines. If any new guidelines are issued by these organisations, the bidder shall arrange for its compliance / up-gradation and bear the cost for the same during the warranty period i.e. 3 years (Three years) after 3 years i.e. during AMC it will be done on mutually agreed terms. This clause is also applicable for hardware and OS of Cash Dispenser / ATM, TSS, etc offered under this RFP.	
<b>1. Processor and Hardware</b>	
1.1	Intel core i3 Processor with 2.2 GHZ, 4MB cache and 8 <sup>th</sup> generation or above.
1.2	8 GB DDR3 RAM or higher
1.3	2x 1 TB IDE/SATA HDD (Minimum)
1.4	USB ports in front for front access Cash Dispensers ( Minimum 5 USB with At least 2 USB port on the front side)
1.5	DVD Writer
1.6	101Keys Keyboard (optional)
1.7	Bidder should provide Cash Dispensers with latest OS (In case of Windows, the same should be Windows 10 or higher Operating System and In case of RHEL, the same should be latest version with latest service ). Bidder is responsible to upgrade the OS of Cash Dispensers or higher version before expiry of extended support at no additional cost during both warranty and AMC period. Further, Bidder should ensure that on upgradation, there should be no disruptions of service and no performance related issues faced.
1.8	OS hardening (with firewall). Cash Dispenser should be adequately hardened and only essential services should be activated. No malware including viruses, worms, Trojans should enter the Cash Dispenser and affect the system.
1.9	Cash Dispenser should be accessible to physically Challenged, Wheel Chair Access and Visually Challenged as per ADA/AFA & RBI guidelines
1.10	Cash Dispenser should support reversal message of transaction.

1.11	Multilingual Software for Customer Display apart from Hindi and English which will be provided by the Bank
1.12	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 on their IP addresses)
1.13	Remote login facility for such utilities like Remote load of screens, to shutdown, start cash dispenser clear fitness etc.

## 2. Currency Chest

2.1	UL 291 Level1 certified secured chest / CEN1 Certified Secure Chest
2.2	S&G / MAS Hamilton (KABAMAS-CENCON) (Or an equivalent make, of high international repute) dual electronic combination lock of 6+6 digits with capability having One time combination (OTC) option and audit trail without any hardware change
2.3	Alarm sensors for temperature status, vibration status and chest open status while sending signal/messages to Switch/Management Centre

## 3. Hybrid Dip Card Reader

3.1	Dip Smart Card Reader / Magnetic stripe Reader with capability to read track 1 & 2
3.2	EMV Level 1 Version 4.0 or later, as certified
3.3	Cash Dispenser should be ready for using EMV chip cards
3.4	Software, firmware, license for using smart card on Cash Dispenser
3.5	EMV software on Chip Card access that Bank can implement on the machine upon enabling interbank deposit and /or cash withdrawal by activating Cash Dispenser
3.6	Conformance to Rupay, Mastercard, VISA standards etc.
3.7	Contactless Card integration
3.8	Dip card reader should have anti skimming device with the capability to prevent further transaction/shutdown/offline the machine with generation of alerts to central monitoring system after the detection of skimming.

## 4. Screen Specification

4.1	15"LCD with Touch screen and 8 function keys
4.2	Industry Standard Protective Touch Screen
4.3	Vandal Screen with Privacy Filter
4.4	Rugged spill proof Triple DES enabled keyboard with stainless steel EPP pin pad keys, EPP pin pad to be PCI Compliant with sealed metal keypad.
4.5	Touch screen with support for visually handicapped through Function Defined Keys 4 + 4 AND EPP.
4.6	Braille stickers on all devices as per requirements to support the visually challenged
4.7	Voice guidance support with internal speakers & headphone jack
4.8	Multi-lingual screens (minimum 3 languages) as per Bank's requirements to be supported.

## 5. Cash Dispenser

5.1	Dispense maximum 40 currency notes per transaction, depending on the amount of transaction.
5.2	Dispense used notes.

5.3	Capable to retract notes but this functionality should be in disabled mode.
5.4	Indication (visible & audible) of proper insertion of all cassettes.
5.5	2 x Double Pick Module, and 4 cassettes with lock & key.
5.6	Reject BIN or Divert cassette bin with lock and key with capacity to hold atleast 500 notes.
5.7	Each Cassette should hold minimum of 2500 currency notes.
5.8	Capable of Multi currency dispensing.
5.9	Capable of dispensing all denominations Rs.50, Rs.100, Rs. 200/-,Rs. 500/-, Rs.2000, as well as new denominations, if any, issued subsequently without any extra cost to the Bank. All cassettes should be adjustable to hold and dispense the currency notes if dimensions of currency notes are changed without any additional component requirement.
5.10	Capacity to dispense at least 10 notes per second.
5.11	Machines should not dispense soiled, mutilated notes.
5.12	Encrypted communication and trust relation should be established between PC core and dispenser.
5.13	Should not have any hardware module sensors which could be accessible by any end consumer either during idle state or during transaction processing.
5.14	Multi-media dispenser (ticket/coupon/stamp/ receipt) with bunch presenter.
5.15	Friction / Vacuum pick technology
5.16	Vendor to provide all CDs of same make, model and specifications i.e. single make and model. Any vandalised machine will also be replaced with the same make and equivalent or higher model.
5.17	Should support pin based authorization of transactions
5.18	Compliance to RBI's Note Authentication and fitness sorting parameters
<b>6. DES chip / Security</b>	
6.1	Capable of supporting Remote key Management – DES/RSA
6.2	Triple DES chip with encryption / verification / validation software. Should support AES without any additional hardware.
<b>7. Integrated Cash Dispenser Surveillance Solution</b>	
7.1	Solution must be able to capture image of the customer approaching and performing transactions at the Cash Dispenser. This solution should be an Integrated with the machine and capture images based on motion.
7.2	Solution should be able to store the images/video in a digital format for minimum 3 months at an average of 500 transactions per day.
7.3	Solution must provide an interface to browse, search and archive the stored video / images on hard disk or external media.
7.4	Solution must be able to capture & stamp the transaction information on the images.
7.5	Superimpose date, time and transaction data on to the recorded images.
7.6	The solution must not degrade the performance of Cash Dispenser, e.g. speed of normal transaction
7.7	The hardware should be integrated within the Cash Dispenser
7.8	Solution must be capable to take necessary backup of stored image and retrieval the same at any point of time.

7.9	Machine should support second camera if required which would be deployed by the Bank in Cash Dispenser lobby.
7.10	External dome camera along with required cabling. The angle of dome camera should be so as to cover the full view of person operating Cash Dispenser.
7.11	The solution must be capable of monitoring from a central location. The solution must be able to pull the required images from the central location and share the same over e-mail with bank as and when required.
7.12	The solution must have a search facility to locate an image/event by date and time, card no, transaction reference no. and Cash Dispenser ID.
<b>8. Software Agent</b>	
8.1	The Cash Dispenser should be capable of supporting a third party software agent such as SDMS/Infobase/Radia, etc. Bidder should provide software agent for EJ pulling and Remote Monitoring Software support for the Cash Dispenser to monitor its functions from a Central site. Bidder should install EJ software on all Cash Dispensers and pull the Ejs on daily basis to its Managed service Centre.
8.2	Should be capable of interface using ISO message standard with Bank's ATM switch.
8.3	Software for reading EMV Chip cards, smart card/ chip card EMV Version 4.0, Level 2 approved terminal resident application
<b>9. Connectivity</b>	
9.1	Should have Network Interface Card 10/100 Ethernet Card
9.2	Should be capable of interfacing Bank's Switch IST using existing device handlers (NDC/D912) at no additional cost to the Bank
9.3	Cash Dispenser must support TCP/IP
9.4	Cash Dispenser should be Ipv6 Complaint
<b>10. Others</b>	
10.1	Minimum 40 Column 80 mm Graphic Thermal Receipt Printer
10.2	DMP/Graphic Thermal Journal Printer to print audit trail
10.3	Low media warning for all items viz. bills, journal roll, consumer printer roll etc.
10.4	Machine should be print customers slip in HINDI, ENGLISH and Regional Language.
10.5	Customer receipt should mention serial no and denomination of impounded notes if any.
10.6	EJ to be also written on Cash Dispenser hard disk and replicated on the second hard disk. The solution should include EJ viewer.
10.7	Support centralized EJ pulling. Serial no of all notes should be available with EJ or stored separately and made available as and when required.
10.8	EJ should be non-editable with encryption or with checksum or any other solution to prove the authenticity of EJ before a third party such as the regulator (RBI) a Banking Ombudsman, Police Authorities
10.9	In-built SMPS to work on 230V 50 Hz power supply.
10.10	Support input voltage of 230V AC /50 Hz with +/- 5%variation.
10.11	Should provide hardware and software for the day-to-day operations required by the custodian.
10.12	Cash Dispenser should have pin pad shield covering all three sides.

<b>11. Transactions to be made available at the Cash Dispenser with Interface / connectivity to Bank's ATM Switch and Core Banking Software</b>	
11.1	Card less transactions to be made available.
11.2	Card based transactions to be made available.
11.3	Payment of taxes, Bills and any other value added services bank may have
11.4	Biometric Finger printer reader with Software (UIDAI Approved Standard). The bidder should upgrade the Biometric Finger printer reader with Software during the contract period as per UIDAI/any statutory authorities guidelines/directions without any additional cost to the Bank. Bank may ask to implement as and when required.
<b>12. Interface for Banking Software &amp; ATM Switch Connectivity</b>	
12.1	Bidder shall provide software required for connecting the Cash Dispenser to Bank's own Network.
12.2	Bidder to provide utility for converting the Cash Dispenser files, Containing transaction details, into ASCII format.
12.3	Cash Dispenser should be preloaded with CEN XFS 3.0 compliant layer and should be capable of running multi-vendor software
12.4	The model must support downloading of screens & state tables.
12.5	(Bank will only introduce Cash Dispenser bidder to CBS software vendor/Switch vendor and assist in obtaining clarifications, software etc., as may be needed from the latter. Bidder shall bear expenses, if any, for procuring such assistance/software etc.)
12.6	Required supporting Software to support visually challenged persons using the software (Bidder/OEM should mention the name of software).
12.7	EMV compliant software for CHIP Card reader along with license.
<b>14. Others</b>	
13.1	Bidder to integrate – where feasible -- the alarm sensors of the Cash Dispenser to the branch siren/hooter without any additional cost to Bank.
13.2	Bidder to demonstrate proof of concept about Cash Dispenser software being capable of supporting all the applications currently developed for the Bank such as Cash Dispenser Locator, Railway ticketing, Campus fees payment, Mobile Recharge & other Utility Bill Payments.
13.3	Cash Dispenser capable of One to One Marketing. Client when Loaded on Cash Dispenser should be able to interact with different CRM sources using open standard messaging standards.
13.4	Cash Dispenser should have rear mirrors covering majority area of ATM site which allow users to see what is happening behind him when he enters the PIN to avoid shoulder surfing.
13.5	Cash Dispenser should have PIN pad shield covering all three sides to avoid shoulder surfing and capture by the external cameras.
13.6	Two Colour Branding as per Bank's requirement.
13.7	Bank stickers consisting of instruction set to the customers for operating Cash Dispenser's have to be affixed at Bidder's is cost on the fascia at the time of installation.
13.8	The Cash Dispenser s need to be energy efficient. The Cash Dispenser s to be supplied have to be fully functional in extreme weather conditions (temperature, humidity, dust, etc) as per industry standard within the country

13.9	All operating system upgrades / proprietary software upgrades / patches/ licenses will be provided free of cost and also installed in all the Cash Dispenser s at no cost to the Bank for the entire period of support committed. OS Hardening has to be done for the Cash Dispensers. Bidder is responsible for ensuring that system does not get affected by virus/malware.
13.10	Modification of the software pertaining to Cash Dispenser for the purpose of enhancing the functionality will be done by Bidder at no additional cost to the Bank
<b>14</b>	<b>Control Measures</b>
14.1	The Cash Dispenser / ATM should contain Anti-skimming device integrated with Switch with to prevent the skimming attacks without additional cost to the Bank.
14.1 a	The device should be capable of providing comprehensive skimming protection solution which achieves the following objectives 1. Senses unauthorised attachment of any device on the card reader module Sends the signal to switch and further to the remote Management Centre to put the machine out of service as well as block the card reader from accepting any more card insertions.
14.2	The Cash Dispenser / ATM deployed should be ready to carry out the EMV and PIN transactions from the day one without additional cost to the Bank for certification, licensing and testing etc
14.3	The Cash Dispenser / ATMs deployed should be integrated with TSS (Terminal Security Solution) covering various control measures as per the RBI/IBA/NPCI/VISA/MASTER/ any other statutory authorities' guidelines including Hard Disk encryption, whitelisting, disabling USB ports, disabling autorun facility applying the latest patches of OS, other software, time based admin access, BIOS passwords etc without additional cost to the Bank. The bidder is required to maintain the required set up at their Managed Service Centre or DC. This facility is to be provided without additional cost to the Bank.

#### **Terminal Security Solution Specifications:**

<b>S.No.</b>	<b>Minimum Functionality required for Terminal Security Solution</b>
<b>1</b>	<b>Terminal Security Client</b>
1.1	The TSS client software should be compatible with ATMs running on any version of latest OS (In case of Windows, the same should be Windows 10 or higher Operating System and In case of RHEL, the same should be latest version with latest service ) and any future version of OS installed in the terminals.
1.2	The TSS client software should be able to manage policies on terminals in windows domain as well as in workgroup.
1.3	The TSS client software should protect the terminal from any attempt to change the terminal security settings, registry level changes or policies.
1.4	The TSS client software should be able to detect and prevent any malware and spyware attacks and intrusion programs.
1.5	The TSS client software should be password protected to prevent its un-installation, stopping, disabling or change of settings.
1.6	In the cases of TSS client software unable to communicate with the central TSS server, Security Solution Agent policies should work / be intact with the last uploaded policies.
1.7	The TSS client software shall not have performance impact of the terminals and the peripheral devices e.g. Switch, CD, Bunch Note Acceptor.
<b>2</b>	<b>TERMINAL OS HARDENING &amp; WHITELISTING</b>

<b>S.No.</b>	<b>Minimum Functionality required for Terminal Security Solution</b>
2.1	The solution should harden the terminal operating system as per industry best practices and recommendations.
2.2	The solution should be able to remotely change the hardening policy of the terminal OS
2.3	The solution should be able to block USB Storage devices on the terminal through centralized Control.
2.4	The Operating System Hardening should be managed and administered centrally by the Facility Management Team.
2.5	The solution should have a user Interface to be able to customize and manage the hardening policies by the Facility Management Team.
2.6	During policy distribution to the ATMs, the hardening policies should be protected against manipulation
2.7	The hardening solution should also be incorporated to browsers and other software components running on self-service terminals e.g. personal firewalls, ip-address/ port management.
2.8	The solutions should protect against malware being injected on to the machine and any other unauthorised Software installations. Via local means e.g. USB drive, CDROM etc.
2.9	The solution should protect against the manipulation of executables e.g. .exe, .dll, .class etc. and scripts e.g. .js, .bat etc.
2.10	The solution should protect against the unauthorized updating/ changing of configuration -property files
2.11	The solution should have firewall functionality
2.12	The solution should be capable of detecting and reporting any deviation/anomalies from the policies defined for the terminal.
2.13	The solution should issue alert/ warning/ prevent once a threat has been identified
2.14	The solution shall be able to disable Auto-run facility of exe file from a network or a USB port.
2.15	The solution should block the unauthorized installation and running of software and services.
2.16	Only permitted applications to be run in the terminals using Sandboxing concept, thus effectively nullifying the need of any anti-virus solution.
2.17	The solution should have capability to allocate only required ATM resources to the Whitelisted applications. During the running of the Whitelisted applications, TSS should monitor if only those resources are being accessed. In case of any deviation, alert should be raised and resources should be blocked.
2.18	Solution should be able to prevent terminal booting from any source / media other than Hard disk.
<b>3</b>	<b>TERMINAL ACCESS MANAGEMENT including One TIME Admin Access</b>
3.1	Solution should support user access to the terminals based on One Time expiring passwords as well as tokens.
3.2	Solution should provide role based user access to the terminal files and settings.
3.3	Solution should support time bound password management.
3.4	The solution should allow for the remote user management.
3.5	The solution should support online and offline password management.
3.6	The solution shall be managed from a central point of management and should work with any standard terminal agent monitoring solution.
3.7	The solution shall allow remote management of user credentials according to strong password and industry requirements.



<b>S.No.</b>	<b>Minimum Functionality required for Terminal Security Solution</b>
3.8	The solution shall allow an administrator to define different roles for various users & groups and assign each of them specific user rights.
3.9	All default password should be changed at the time of installation of Cash Dispenser / ATMs.
<b>4</b>	<b>HARD DISK ENCRYPTION</b>
4.1	The solution should support Full hard disk encryption (FHDE)
4.2	The solution should enable for an exact status of disk encryption to be retrieved and display centrally on a monitoring system
4.3	The solution should be capable of changing the configuration of the hard disk encryption and the parameters used to encrypt the disk.
4.4	The solutions should have the capability to decrypt an ATM hard drive outside of the ATM for recovery purpose only using the relevant encryption key.
4.5	The ATMs should still cater to customers while the hard disk is being encrypted (during installation)
4.6	The solution shall support Encryption of all data (user files as well as system files) from an ATM's hard disk.
4.7	The solution shall protect data confidentiality when a system is out of operation.
<b>5</b>	<b>Requirements of Central Application Software</b>
5.1	The central solution (Hardware & Software) should be capable of supporting a minimum of 450 terminals throughout the contract period.
5.2	The proposed solution should conform to all regulatory, statutory, legal acts and rules more particularly from Cyber Security and IT examination Cell (CSITE), RBI.
5.3	The Solution should support various dashboard views with filtering, sorting and report generation capabilities for instant access to security status of terminals/devices.
5.4	The software should have option to group the terminals based on various parameters (such as Make & Model, Zone, State, Test / Production etc.) for applying the policies and patches.
5.5	The solution should support Deploying and updating of Security Policies and configurations.
5.6	The solution should provide SMS and E-mail alerts for significant /critical events/changes.
5.7	The Central TSS server should be able to install patches and software in the terminals remotely.
5.8	The Solution shall have a Web Based interface for the Bank to monitor the performance and activities of the solution.
<b>6</b>	<b>Requirements for Central Server Hardware (located at Bidder's premises)</b>
6.1	Successful bidder shall design, size, supply, install and maintain the required hardware for Application software, middleware (if any), and Database etc for the total Terminal Security Solution.
6.2	The Hardware shall be sized to ensure that RAM & CPU Utilization shall not exceed more than 60% at any given point of time during the contract period. In case of violation, the hardware shall be upgraded by the bidder to reduce the utilization below 60% without any additional cost to the Bank.
6.3	The hardware technology proposed for the Terminal Security Solution should be the enterprise class, best of the breed, latest, tested and stable release of OEM and based on the latest platform enabling technology supporting the complete Terminal Security Solution.

<b>S.No.</b>	<b>Minimum Functionality required for Terminal Security Solution</b>
6.4	The production hardware must be enterprise class with adequate vertical and horizontal scalability. There must be adequate CPUs and memory available to accommodate the sizing and growth aspirations of the Bank during the contract period.
6.5	Bidders are responsible to arrive at the sizing independently. The Bank is not responsible for any assumption made by the Bidder for not meeting the performance/service levels as desired in the document, the Bidder will at their cost carry out the necessary upgrades /replacements. The Bank will not pay any additional amount during the period of the contract.
6.6	The recommended hardware should have high reliability, fault tolerance, redundancy and high availability having no single point of failure in the hardware (NSPOF).
6.7	Bidder is required to provide the detailed configuration of the proposed Hardware.
6.8	The system should be configured in Active- Passive mode
6.9	Replication of data and configurations between Primary and DR Servers should be done on a daily basis. Bidder shall submit the details of synchronization methods.
6.10	Bidders shall size the DR site which must be capable of handling 100% of the storage load of DC production. The Servers-CPU, memory and other components shall be sized at 100% of the DC.
6.11	DR Drills to be conducted once in 6 months and DR to be made up whenever primary is not available. Penalty will be levied for Non-Performance of DR Drill once in 6 months.
6.12	All servers are required to have a minimum of dual 1000 Mbps Ethernet network interface cards (NIC) or a better equivalent installed on the board itself or on different slots. Each NIC will be cabled from a different module on the switch using gigabit speed cabling.
6.13	The offered servers must be current/ recent in the OEM"s product line and must be fully supported by the OEM for the duration of the project and for the warranty and post warranty.
6.14	The Operating System available in the servers should not be out of support by the OEM. In case of Windows Server OS, the OS version should be Windows 2016 and in case of RHEL server, the OS version should be 8.2.

The Bank reserves the right to consider only those bidders who can demonstrate a fair degree of accuracy in their Cash Dispensers. The Bank will test the machines at no cost to the bank, before placing the orders.

#### **Additional terms**

1. Deviations from technical specifications may be clearly indicated. Though the Bank has laid down the minimum configuration of both hardware and software of Cash Dispenser to meet present requirements, the Cash Dispenser should be upgradable to support any statutory /regulatory compliance requirements at mutually agreed cost.
2. Modification of the software pertaining to Cash Dispenser for the purpose of enhancing the functionality will be done by the bidder at no additional cost to the Bank.
3. All operating system upgrades / proprietary software upgrades / patches/ licenses will be provided free of cost and also installed in all the Cash Dispensers at no cost to the Bank for the entire period of support committed. OS Hardening has to be done for the Cash Dispensers. The bidder is responsible for ensuring that system does not get affected by virus/malware.
4. The Cash Dispensers need to be energy efficient. The Cash Dispensers to be supplied have to be fully functional in extreme weather conditions (temperature, humidity, dust, etc) as per industry standard within the country.
5. Declaration:-

- ☐ We enclose the technical brochures for the model quoted.
- ☐ We agree for the delivery period of systems and installation as **mentioned under point 7.3.**
- ☐ We offer a comprehensive warranty period of 36 months from the date of installation/satisfactory commissioning of the equipment without any visit charges/part replacement charges and comprehensive AMC of 48 months after warranty period without any visit charges/part replacement charges.
- ☐ We agree for insuring the systems covering transit risk and storage cum erection risk for a period of one month from the date of delivery at the destination.
- ☐ We submit that we shall abide by your Standard terms and conditions governing the quotations and Warranty mentioned.
- ☐ We submit that we abide by the details given above.

SIGNATURE:-

Name & Designation:-

Seal of the firm:-

**86. Annexure-E: Manufacturer's Authorization Form (MAF)**

No. \_\_\_\_\_ dated \_\_\_\_\_

TO

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

Tender Reference No. \_\_\_\_\_

We \_\_\_\_\_ who are established and reputable manufactures of \_\_\_\_\_ having factories at \_\_\_\_\_ and \_\_\_\_\_ do hereby authorize M/s \_\_\_\_\_ (Name and address of Agent/Dealer) to offer their quotation, negotiate and conclude the contract with you against the above invitation for tender offer for our \_\_\_\_\_ model.

We confirm that our company (as a single unit, not the group) has had a turnover of at least Rs 100 crores of last three financial years (i.e. 2017-18, 2018-19 and 2019-20). We also confirm that we made profit in \_\_\_\_ years in last three financial years.

We hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for the equipment and services offered against this invitation for tender offer by the above firm. In case of M/s \_\_\_\_\_ is out of service due to any reason, we will make alternative arrangement for the service and maintenance of our product on same terms and condition.

Yours faithfully,

(Name)

For and on behalf of

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

(Name manufactures)

Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a competent person of the manufacturer.

**87. Annexure-F: Charges for shifting of CDs**

**Name of the Bidder** \_\_\_\_\_

<b>Sr. No.</b>	<b>Nature of Charges</b>	<b>Cost (Rs.)</b>
1.	De-Grouting/Re-Grouting of CD	
2.	De-installation/Re-installation of CD with accessories	
3.	VSAT De-installation/Re-installation (in case connectivity is provided by bidder)	

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

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

**88. Annexure-G: Details Of Track Record**

Name of the Bidder \_\_\_\_\_

Sl.No.	Name of the Client	Purchase Order/Indent Number & Date	Date of completion of delivery as per contract as well as Actual		Contact person Name Tel. No. Fax No. Address	Total Amount of Order
			As per contract	Actual		

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

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

## 89. Annexure-H: Commercial Bid Format

### FORM-I

#### RFP for Supply, Installation, Maintenance of Cash Dispenser and providing Managed services

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the -----(solution name), in conformity with the said Bidding documents for the sum of .....(Rs..... ) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver, install and commission the system in accordance with the delivery schedule specified in the Schedule of Requirements/ purchase orders issued from time to time.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to prescribed percent of the each of Purchase Order Price, placed on us, for the due performance of the Contract in the form prescribed by the Bank.

We agree to abide by the Bid and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid which shall remain binding upon us.

Until a formal contract is prepared and executed, 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".

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

Dated this..... Day of ..... 2020.

(Signature)

(Name) (in the capacity of)

Duly authorized to sign Bid for and on behalf of

## COMMERCIAL BID - FORM-II

### (FRP for Supply, Installation, Maintenance of Cash Dispenser and providing Managed & Cash Replenishment services)

Name of the Bidder:

All prices should be mentioned in Indian Rupees The quoted price should be **all-inclusive price** (i.e., including Technical Service Charges, if any, any other applicable duties and taxes, Packing, Freight and Forwarding, Transit Insurance, Local transportation, Hamali Charges, completing the Road permit formalities, if required, Installation charges, Deliverables and warranty period but excluding GST which will be reimbursed on actual basis against original document of payment. The **total price shall also include Technical/User Manuals, Driver/ Utility Compact Disk, Operating System CDs etc mentioned against deliverables**) and **shall be applicable uniformly to any part of the country in case Bank prefers to place repeat orders for different locations**. No additional charges/ management fee of any kind will be reimbursed. The Bidder is required to guarantee that exchange rate fluctuations will not affect the Rupee value of the commercial bid, over the validity period of the bid and the contract period.

#### Price of Solution:

Sr. No	Particulars	Quantity	Rate per Unit	Total Cost
		(A)	(B)	C=(A*B)
	<b>Cash Dispenser with three years warranty per unit (inclusive of all customs (i.e. EMV, TSS etc.) and import duty/taxes but exclusive of all GST )</b>			
1	Cost of Cash Dispensers			
2	Annual Maintenance Cost for Cash Dispenser for 4 years (applicable upon completion of Three years Warranty)		(Rate per month/machine)	
3	Managed Services cost for 7 years		(Rate per year/machine)	
4	<b>OTC Lock Management (Manual/App Based)</b>			
4.1	Black Key	1000		
4.2	Red Key	50		
4.3	Charges for providing OTC lock management services entirely managed by vendor for 7 years	500	(Rate per year)	
	<b>Optional Items</b>			
5	<b>Spare Parts &amp; other Cost</b>	Quantity (Indicative)	Rate per Unit	Total Cost
		(A)	(B)	C=(A*B)
5.1	LCD Monitor	10		
5.2	FDK (Functional Display Key)	10		
5.3	Receipt Printer Module	10		



5.4	Hard Disk	10		
5.5	RAM	10		
5.6	Mother Board with processor	10		
5.7	PC Core SMPS	10		
5.8	Main SMPS (Module connected)	10		
5.9	Dip Fascia	10		
5.10	Hydraulic Gas Spring	10		
5.11	Dip Card Reader with anti-skimming kit	10		
5.12	Encrypted Pin Pad (EPP)	10		
5.13	Harnes Cable	10		
5.14	Currency Cassette (With lock which can be used for cassette swap)	10		
5.15	Divert cassette	10		
5.16	Keys Hood Door	10		
5.17	Hood Door	10		
5.18	Presenter CCA (full-fledged dispenser module)	10		
5.19	S & G/ MAS Hamilton Lock with OTC	10		
5.20	CMD Board	10		
5.21	Power distributor	10		
5.22	Mechanical Lock	10		
5.23	Fascia Lock	10		
5.24	Vault Breaking Charges	10		
5.25	Inbuilt Camera	10		
5.26	ATM External camera	10		
5.27	Cost of Biometric up gradation (Hardware & Software)	10		
5.28	Bar Code Reader	10		
5.29	Engineer visit/Installation Charges	10		
5.30	De-Grouting/Grouting Charges	10		
	<b>Total</b>			
<b>6</b>	Cash Management for 7 Years for Cash Dispenser	50 (Indicative)	(Rate per month/machine)	
<b>7</b>	VSAT/4G Connectivity Charges	50 (Indicative)	(Rate per year)	
	<b>Total Cost of ownership (1+2+3+4+5+6+7)</b>			

1. Total Cost of Ownership to the Bank will not change due to exchange fluctuation, and import duty etc. during contract period of 7 years.
2. The AMC cost per Cash Dispenser per year will not change during the contract period of 7 years. The Goods & Service tax on AMC will be paid by the Bank at applicable rate from time to time.
3. Any Price Bid not in conformity with the above format or incomplete in any respect will be rejected / disqualified by the Bank.
4. The Cash Dispensers will be installed by the bidder at the branches located across the country

as per directive of the Bank.

5. The TDS on all payments will be deducted at the applicable rate as per provisions of the applicable law.
6. Bids submitted with counter condition / assumption will be rejected by the Bank.
7. Bank reserves the right to reject all or any of the Bids submitted without assigning reason to the Bidders.
8. The cost of Cash management services should be inclusive of applicable MHA guidelines on cash management services.

Note:- Rates quoted above should include all taxes, levies, duties, insurance, transportation, freight, royalties, Installation and commissioning charges, if any, etc. but excluding GST which will be reimbursed on actual basis against original document of payment. No additional call charges or labour charges are payable when spares are replaced.

We confirm that above commercials quoted and all the Terms and Conditions of the Contract contained in RFP dated ----- for Supply Installation Commissioning of 100 Cash Dispenser Machines are acceptable to us.

Dated this.....day of.....2020

(Signature)

(Name)

(In the capacity of)  
Duly authorized to sign Bid

Nos. are indicative only to arrive at the L1. Actual deployment will be as per requirement of the Bank.

## **90. Annexure-I: Pre-Dispatch Inspection Procedure/ UAT Details**

The following text describes Pre-dispatch Inspection procedure to be followed by the supplier and inspection support expected.

1. It is suggested that the bidder should make appropriate arrangement to place the equipment offered for inspection/reliability test on suitable racks/tables, considering easy and hassle-free access to keyboard/monitor of all the equipment.
2. The bidder must keep the following equipment ordered by the bank, ready for inspection, along with its accessories/ documentation:
  - Cash Dispensers
  - Managed Services Centre
  - All the Servers / Equipment required for the proposed TSS solution.
  - Details of OS, Application software, Middleware etc. used for integration of cash Dispensers/Bank's switch/ Managed Services Centre /Cash Reconciliation Set up
3. Otherwise, bidder can also arrange a visit for the Bank's official to the place of their existing client to show the Cash Dispenser / ATM deployed, Managed Service Centre and CRA's Centre/Offices.
4. The bidder should ensure availability of trained technical/support staff at the inspection site for efficient handling of the inspection and movement of the equipment during the inspection.
5. The solution will be accepted after completion of UAT.

**91. Annexure-J: Format For Pre Bid Queries**

**A) Queries Related to RFP**

RFP 162020		<b>Supply, Installation, Maintenance of Cash Dispenser and providing Managed &amp; Cash Replenishment services</b>			
BIDDERS NAME					
Sr no	Page #	Point / Clause #	Main Clause name	Clarification point as stated in tender document	Comment / Suggestions

**B) General queries Related to RFP**

RFP 162020		<b>Supply, Installation, Maintenance of Cash Dispenser and providing Managed &amp; Cash Replenishment services</b>	
BIDDERS NAME			
Sr. No.	General Query related to RFP	Comment / Suggestions	

## **92. Annexure-K: Performa for BID Security Declaration**

(To be provided on letter head of the Bidder's Company)

To  
Assistant General Manager (Software & MIS),  
Information Technology Department  
Bank of Maharashtra

SUB: Bid Security Declaration  
REF: YOUR RFP NO: dated DD/MM/YYYY

Dear Sir,

This has reference to your RFP for Supply, Installation, Implementation, Integration and Maintenance of MIS, RBI ADF, RBI ADEPT and RBI CIMS Project in your Bank. We \_\_\_\_\_ (bidder Name), hereby undertake that we are liable to be suspended from participation in any future tenders of the Bank for 2 years from the date of submission of Bid in case of any of the following:

The bidder withdraws/modifies his tender after processing date i.e. Last Bid Submission Date, but before acceptance of the PO issued by Bank.

If any statement or any form enclosed by us as a part of this bid turns out to be false/ incorrect at any time during the period of prior to signing of Contract.

In case of us becoming successful bidder and if:

3.1 We fail to execute contract within the stipulated time.

3.2 We fail to furnish Performance Bank Guarantee within the timelines stipulated in this RFP document.

3.3 The bidder violates any of the provisions of the terms and conditions of this tender specification.

**Date:**

**Place:**

**Signature of Authorized Signatory:**

**Name of Signatory:**

**Designation:**

**Seal of Company:**

### 93. Annexure-L: Format A - Compliance Agreement

We communicate our unconditional acceptance to the following terms and conditions of RFP 162020

1. We acknowledge that we have received, read, understood and agreed to all terms (including payment terms) in the Tender Document no. 162020 for Supply, Installation, Maintenance of Cash Dispenser and providing Managed & Cash Replenishment services.
2. We agree that we cannot change Price or Quantity or Quality or Delivery terms or Technology & Service levels (or any other terms that impact the price) post the bid event without prior consent of BANK OF MAHARASHTRA.
3. We agree that we are deemed to have accepted the all rules on participation at the bid. BANK OF MAHARASHTRA will make every effort to make the bid process transparent. However, the award decision by BANK OF MAHARASHTRA would be final and binding on us.
4. We agree not to divulge either our bids or those of other suppliers to any other external party.
5. Bank of Maharashtra has implemented ISMS framework, hence we agree to abide by the required integrations of security policies of the Bank.
6. We agree to non-disclosure of trade information regarding the purchase, part specifications, and identity of BANK OF MAHARASHTRA, bid process, bid technology, bid documentation and bid details. BANK OF MAHARASHTRA TENDER documents remain the property of BANK OF MAHARASHTRA and all suppliers are required to return these documents to BANK OF MAHARASHTRA upon request.
7. BANK OF MAHARASHTRA's decision will be final and binding on us and would be based on Strategic Sourcing Evaluation, Current Service Performance and Actual Compliance of Agreed Specifications.
8. Splitting of the award decision over a number of suppliers or parts or over time (as in the case of staggered deliveries) will be at BANK OF MAHARASHTRA's discretion.
9. Bids once made cannot be withdrawn or modified under any circumstances. Only blatant typing errors would be withdrawn from bid. The decision of BANK OF MAHARASHTRA would be final and binding on all bidders.
10. BANK OF MAHARASHTRA has the right to decide to extend, reschedule and cancel the RFP.
11. Please note that BANK OF MAHARASHTRA may consider debarring a supplier in the event the supplier violates terms and conditions mentioned in this compliance agreement.
12. We have read the BANK OF MAHARASHTRA technical specifications & drawings for various products in detail & have agreed to comply with Quality, Technology & Service expectations.
13. Product specifications offered in technical bid will remain unchanged. No diversification / substitution of products will be entertained.

We agree to have read and understood the Compliance Agreement in its entirety and agree to abide by this Statement.

**Name:**

**Stamp:**

**Date:**

**Designation:**

**Place: Pune**

**Organization:**

**Signature:**

#### 94. Annexure-M: Non-Disclosure Agreement

(On stamp paper of relevant value)

This Non-Disclosure Agreement is made and entered into at this\_\_day of\_\_\_\_2020

BY AND BETWEEN Bank of Maharashtra, a body corporate constituted under Bank Companies(Acquisition & Transfer of Undertakings) Act, 1970, and having its Head Office at 1501, "Lokmangal" Shivajinagar, Pune- 411005 (hereinafter referred to as "Purchaser/Bank" which expression shall unless it be repugnant to the subject thereof, include its successors and assigns) of the ONE PART and (Name of System Integrator) of (please specify the registered office of the (System Integrator) (hereinafter called "the System Integrator/Contractor" which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors) of the OTHER PART;

The System Integrator and Bank are hereinafter collectively referred to as "the Parties" and individually as "the Party"

WHEREAS, Bank called for Supply, Installation, Maintenance of Cash Dispenser and providing Managed & Cash Replenishment services at various locations across the country. M/s ..... after going through the Bid Documents and being interested to act as System Integrator/Service provider for Supply, Installation, Maintenance of Cash Dispenser and providing Managed & Cash Replenishment services at various locations across the country, has submitted its Bid.

WHEREAS, the System Integrator is/service provider/bidder aware and confirms that the information, data, drawings and designs, and other documents made available in the Bid Documents / the Contract and thereafter regarding the Services as furnished by the System Integrator/service provider/bidder in their Request For Proposal or otherwise and all the Confidential Information under the Bid Documents/the Contract is privileged and strictly confidential and/or proprietary to Bank,

NOW, THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the above premises and the Bank granting the contractor and or his agents, representatives to have specific access to Bank property / information and other data it is hereby agreed by and between the parties hereto as follows:

- (i) maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein;
- (ii) make copies as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original;
- (iii) restrict access and disclosure of confidential information to such of their employees, agents, bidders, and contractors strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
- (iv) Treat Confidential Information as confidential for a period of six (6) years from the date of receipt. In the event of earlier termination of this Contract, the Parties hereby agree to maintain the confidentiality of the Confidential Information shall survive termination/expiry of the agreement.

Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within 30 days of such disclosure. Confidential Information does not include information which:

- the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality; is independently developed by the recipient without breach of this Contract;
- is the public domain
- is received from a third party not subject to the obligation of confidentiality with respect to such information;
- is released from confidentiality with the prior written consent of the other party.

The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient

Notwithstanding the foregoing, the parties acknowledge that the nature of the Services to be performed under this Contract may require the System Integrator/Service Provider/bidder's personnel to be present on premises of Bank or may require the System Integrator/Service Provider/bidder's personnel to have access to computer networks and databases of Bank while on or off premises of Bank. It is understood that it would be impractical for Bank to monitor all information made available to the System Integrator/Service Provider/bidder's personnel under such circumstances and to provide notice to the System Integrator/Service Provider/bidder's of the confidentiality of all such information. Therefore, the System Integrator/Service Provider/bidder agrees and undertakes that any technical or business or other information of Bank that the System Integrator/Service Provider/bidder's personnel, or agents acquire while on Bank premises, or through access to Bank computer systems or databases while on or off Bank premises, shall be deemed Confidential Information.

Confidential Information shall at all times remain the sole and exclusive property of the disclosing party. Upon termination of this Contract, confidential information shall be returned to the disclosing party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the parties. Nothing contained herein shall in any manner impair or affect rights of Bank in respect of the Confidential Information.

In the event that any of the parties hereto becomes legally compelled to disclose any Confidential Information, such party shall give sufficient notice to the other party to enable the other party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this Contract without the prior written consent of the other party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving party applies to its own similar confidential information but in no event less than reasonable care. The obligations of this clause shall survive the expiration, cancellation or termination of this Contract.

**Governing Law:** The provisions of this Agreement shall be governed by the laws of India and the competent court at Pune shall have exclusive jurisdiction in relation thereto even though other Courts in India may also have similar jurisdictions.

**Indemnity:** The System Integrator/Contractor shall defend, indemnify and hold harmless Bank, its affiliates, subsidiaries, successors, assigns, and their respective officers, directors and employees, at all times, from and against any and all claims, demands, damages, assertions of liability whether civil, criminal, tortuous or of any nature whatsoever, arising out of or pertaining to or resulting from any breach of representations and warranties made by the System Integrator/Contractor. and / or breach of any provisions of this Agreement, including but not limited to any claim from third party pursuant to any act or omission of the System Integrator/Contractor, in the course of discharge of its obligations under this Agreement.

The provisions hereunder shall survive termination of the Contract.

In witness whereof, the Parties hereto have executed these presents the day, month and year first herein above written

For and on behalf of ----- Ltd. ( (Designation)	For and on behalf of Bank of Maharashtra ( (Designation)
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## 95. Annexure-N: Eligibility Evaluation

Sl.	Short Description of Eligibility Criteria	Submitted Yes/No	Write figures wherever required
1.	Certificate of Incorporation		Mentioned the Date
2.	Balance Sheets – 2017-18 2018-19 2019-20 (If the Balance sheet is provisional, the CA of the company should certify the same under company's and their seal )		Turnover : Rs in Lakhs)
3.	Net Profit and Net worth figure 2017-18 2018-19 2019-20 (Should be in profit in any two of preceding three years.)		Net Profit and Net worth ( Rs in Lakhs)
4.	ISO 9000/9001/27001 certification		
5.	List of Support Centers across the Country.		
6.	Proof saying that the Bidder should be in the business of ATM/ CD/ BNA/ Cash Dispenser Managed Services in India for a minimum period of three years as on the bid submission date.		
7.	Proof for having minimum 1 year of experience in undertaking the activities of ATM / CD/ BNA / Cash Dispensers Managed Services in India for at least 2000 ATM/ CD/ BNA/ Cash Dispensers of PSU/ Non-PSU scheduled commercial Banks for the last one year from the date of issuance of this RFP		
8.	Proof for having minimum 1 year of experience in undertaking the activities in undertaking the activities of Cash Replenishing Services for ATM / CD/ BNA / Cash Dispensers in India for at least 2000 ATM/ CD/ BNA/ Cash Dispensers of PSU/ Non-PSU scheduled commercial Banks for the last one year from the date of issuance of this RFP.		
9.	Proof of Original Equipment Manufacturer (OEM) / distributor/ authorized distributor/representative who should meet all above eligibility criteria.		
10.	If the bid is submitted by an Authorized distributor / representative / Dealer / Channel Partner, the Original Equipment Manufacturer (OEM) shall certify that the dealership / channel partnership arrangement with the bidder is currently		

Sl.	Short Description of Eligibility Criteria	Submitted Yes/No	Write figures wherever required
	in force. A copy of the same shall be enclosed.		
11.	The Original Equipment Manufacturer (OEM) shall submit a letter through the authorized dealer/ channel partner, participating in the tender process, that they shall honour the warranty/Annual Maintenance contract commitments independent of continuation of the dealership/ channel partner arrangement with the authorized dealer/ channel partner.		
12.	Proof for the production unit / factory of the brand of Cash Dispensers having ISO 9001:2008 certification. If the production units are outside India, it should meet equivalent international standards. Relevant proof should be submitted		
13.	Self-declaration/certification stating that the Bidder is not having any legal proceedings pending or threatened against Bidder or any sub Bidder/third party or its team which adversely affect/may affect performance under the Contract; and (b) no inquiries or investigations have been threatened, commenced or pending against the Bidder or any sub-Bidder / third party or its team members by any statutory or regulatory or investigative agencies. Bidder to submit declaration in this regard duly certified by Statutory Auditor.		
14.	Confirmation about the proposed Cash Dispenser make and model should have the capability to be connected with the IST Switch as on the date of Bid submission and having the features mentioned in Technical Specifications.		
15.	Self-declaration for not being blacklisted for the last 5 years		
16.	Submission of the integrity pact in Rs.600 stamp paper after duly signing (Including Witness)		
17.	The bidder should be able to provide efficient and effective support at all locations so as to meet 24*7 hrs service support with maximum 4 hrs response time – A commitment to this effect should be furnished. For this the bidder should have its own exclusive Cash Dispensers support		

Sl.	Short Description of Eligibility Criteria	Submitted Yes/No	Write figures wherever required
	infrastructure covering all regional/Zonal office centers across the country, with owned/franchisee service centers at particular those location having Bank of Maharashtra zonal regional centers, to give service all Cash Dispensers locations of Bank of Maharashtra and provide support, call escalation, SLM, replacing consumables and should also be capable of expanding the support infrastructure in keeping with the requirements of Bank of Maharashtra		

## 96. Annexure-O: Pre Contract Integrity Pact

### 1. General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made at Pune on \_\_\_\_\_ day of month of \_\_\_\_\_ 2020, between on one hand, Bank of Maharashtra through authorized official Shri. \_\_\_\_\_, General Manager, Information Technology Department, Bank of Maharashtra, a body corporate constituted under Bank Companies (Acquisition & Transfer of Undertakings) Act, 1970, and having its Head Office at 1501, "Lokmangal" Shivajinagar, Pune- 411005 (hereinafter referred to as "Buyer" which expression shall unless it be repugnant to the subject thereof, include its successors and assigns) of the ONE PART and

M/s \_\_\_\_\_ represented by Shri. \_\_\_\_\_ Chief Executive Officer (herein 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's/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency/LLP, constituted in accordance with the relevant law in the matter and the BUYER is a Information Technology Department of Bank of Maharashtra

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair transparent and free from any influence/ prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said Equipment/product/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 form by its officials by following transparent procedures.

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

### 2. Commitments of the BUYER:

- a. The BUYER undertakes that no officials of the BUYER, connected directly or indirectly with contract will demand, take a promise for or accept directly or through intermediaries any bribe, consideration gift reward favor or any material or immaterial benefit or any other advantage from the Bidders either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation contracting or implementation process related to the contract.
- b. 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 advantage that particular BIDDER in comparison to other BIDDERS.

- c. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- d. 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.

### **3. COMMITMENTS of BIDDERS**

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:-

- a. The BIDDER will not offer, directly or through intermediaries, any bribe gift consideration reward favor, any material or immaterial benefit or other advantage, commission fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with bidding process, or to any person organization or third party related to the contract in exchange for any advantages in the bidding, evaluation contracting and implementation of the contract.
- b. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material benefit or other advantage commission fees brokerage or inducement to any officials 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 Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with Government.
- c. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- d. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, In connection with bid/contract.
- e. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator and 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 the award of 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.
- f. 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.
- g. The BIDDER will not collude with other parties interested in the contract impair the transparency fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.
- h. The BIDDER will not accept any advantage in exchange for any corrupt practice unfair means and illegal activities.

- i. 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 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 lest any such information is divulged.
- j. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- k. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- l. 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.
- m. The term 'relative' for this purpose would be as defined in Companies Act 1956 and Section 2(77) of The Companies Act 2013.
- n. 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.

#### **4. Previous Transgression**

- a) The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- b) The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5. Earnest Money (Security Deposit)**

- a. While submitting commercial bid, the BIDDER shall deposit an amount Rs.25 lakhs (*to be specified in RFP*) as Earnest Money Deposit/ Security Deposit, with the BUYER through any of the following instruments:
- b. Bank Draft or Pay Order in Favour of **Bank of Maharashtra payable at Pune.**
- c. 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 demure whatsoever and without seeking any reason whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- d. Any other mode or through any other instrument (to be specified in the RFP)
- e. The Earnest Money/Security Deposit shall be valid up to a period of 180 days or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- f. 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 decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- g. No interest shall be payable by the BUYER to the BIDDER in Earnest Money/Security Deposit for the period of its currency.

#### **6. Sanctions for Violations:**

Any breach of the aforesaid provisions by the BIDDER or any one employed by its or action on its behalf (Whether with or without the knowledge of the BIDDER) shall entitled the BUYER to take all or any one of the following actions, wherever required :-

- a. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- b. 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 assigning any reason therefore.
- c. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- d. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Buyer in connection with any other contract for any other project such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- e. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- f. 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.
- g. To debar the BIDDER from participating in future bidding processes of the Bank for a minimum period of 7 (Seven) years, which may be further extended at the discretion of the BUYER.
- h. 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.
- i. In cases where irrevocable letter of credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened
- j. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanctions for violation of this Pact.

## **7. Fail Clause:**

The Bidder undertakes that it has not supplied / is not supplying similar products/systems or subsystems/ services at a price lower than that offered in the present bid in respect of any other Ministry/department of the Government of India or PSU and if it is found at any stage that similar products/systems or sub systems was supplied by the Bidder to any other Ministry/Department of Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## **8. Independent Monitors:**

- a) The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Address of the Monitors to be given).
- b) The task of the Monitors shall be to review independently and objectively whether and to what extent the parties comply with the obligations under this Pact.
- c) The Monitors shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.
- d) Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- e) As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

- f) The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his pocket documentation. The same is applicable to subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/subcontract(s) with confidentiality.
- g) The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- h) The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/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 correction problematic situations.

## 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.

## 10. Law and Place of Jurisdiction

This pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER

## 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 law in force relating to any civil or criminal proceedings

## 12. Validity:

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

c. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

BUYER  
Name of the Officer:  
Designation:  
IT Department  
Bank of Maharashtra

BIDDER  
CHIEF EXECUTIVE OFFICER  
(Office Seal)

(Office Seal)

Place Pune  
Date     /     /2020

Witness:

1 \_\_\_\_\_  
(Name & Address) : \_\_\_\_\_

Witness:

1 \_\_\_\_\_  
(Name & Address) : \_\_\_\_\_



2 \_\_\_\_\_  
(Name & Address) : \_\_\_\_\_

2 \_\_\_\_\_  
(Name & Address) : \_\_\_\_\_

## 97. Annexure-P: Undertaking Of Information Security

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

To

The Deputy General Manager,  
Information Technology,  
Bank of Maharashtra  
1<sup>st</sup> Floor, Old Mumbai Pune Highway,  
Morewadi, Pimpri Colony, Pimpri Chinchwad  
Pune – 411034

Sir,

### **Sub: RFP for Supply, Installation, Maintenance of Cash Dispenser and providing Managed & Cash Replenishment services**

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

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name Address

Email and Phone

## 98. Annexure-Q: Checklist For Product Documentation

### Note:

1. Bidders are required to provide printed technical documentation for the items listed in Table below.
2. Availability of adequate, correct and relevant technical documentation is essential for evaluation of any offer.
3. Bidders are requested to provide original (not photocopies) copies of the documentation. In case the original copies are not available, bidders can provide clear readable photocopies.
4. Bidders to mark the column "Documentation Provided" with Tick mark ( ☒ ) or Cross ( ☐ ), as appropriate.
5. Bidder may add any other documentation, which will support their offer.

Sr. No	Item	Document Provided <input checked="" type="checkbox"/> / <input type="checkbox"/>	Remarks
1.	Cash Dispensers		
2.	Managed Services Centre		
3.	CRA Details		
4.	Server/Hardware used for MS Centre/Reconciliation Setup		
5.	Other Equipment Details		
6.	OS details of Cash Dispensers, hardware used at MS Services /Reconciliation services		
7.	Database Details		
8.	Other Equipment		
9.	Software application		
10.	Middle ware		
11.	EMV		
12.	Anti-skimmer details		
13.	TSS Complete details		
14.	Any other item		

## 99. Annexure-R: Format For Technical Evaluation

We understand the functional requirement and technical specifications given in RFP no. 162020. We submit the compliance as under:-

Cash Dispenser / ATM		Compliance (Yes or No)	Remarks if any
The Cash Dispensers proposed for deployment under this RFP shall comply with RBI, IBA, EMV, NPCI/NFS, UIDAI guidelines. If any new guidelines are issued by these organisations, the bidder shall arrange for its compliance / upgradation and bear the cost for the same during the warranty period i.e. 3 years (Three years) after 3 years i.e. during AMC it will be done on mutually agreed terms. This clause is also applicable for hardware and OS of Cash Dispenser / ATM, TSS, etc offered under this RFP.			
<b>1. Processor and Hardware</b>			
1.1	Intel core i3 Processor with 3.3 Ghz, 4MB cache and 6 <sup>th</sup> generation or above.		
1.2	8 GB DDR3 RAM or higher		
1.3	2x 500 GB IDE/SATA HDD (Minimum)		
1.4	USB ports in front for front access Cash Dispensers ( Minimum 5 USB with At least 2 USB port on the front side)		
1.5	DVD Writer		
1.6	101Keys Keyboard (optional)		
1.7	Bidder should provide latest OS (In case of Windows, the same should be Windows 10 or higher Operating System and In case of RHEL, the same should be latest version with latest service) . Bidder is responsible to upgrade the OS of Cash Dispensers or higher version before expiry of extended support at no additional cost during both warranty and AMC period. Further, Bidder should ensure that on upgradation, there should be no disruptions of service and no performance related issues faced.		
1.8	OS hardening (with firewall). Cash Dispenser should be adequately hardened and only essential services should be activated. No malware including viruses, worms, Trojans should enter the Cash Dispenser and affect the system.		
1.9	Cash Dispenser should be accessible to physically Challenged, Wheel Chair Access and Visually Challenged as per ADA/AFA & RBI guidelines		
1.10	Cash Dispenser should support reversal message of transaction.		

1.11	Multilingual Software for Customer Display apart from Hindi and English which will be provided by the Bank		
1.12	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 on their IP addresses)		
1.13	Remote login facility for such utilities like Remote load of screens, to shutdown, start cash dispenser clear fitness etc.		

2. Currency Chest		Compliance (Yes or No)	Remarks if any
2.1	UL 291 Level1 certified secured chest / CEN1 Certified Secure Chest		
2.2	S&G / MAS Hamilton (KABAMAS-CENCON) (Or an equivalent make, of high international repute) dual electronic combination lock of 6+6 digits with capability having One time combination (OTC) option and audit trail without any hardware change		
2.3	Alarm sensors for temperature status, vibration status and chest open status while sending signal/messages to Switch/Management Centre		
3. Hybrid Dip Card Reader			
3.1	Dip Smart Card Reader / Magnetic stripe Reader with capability to read track 1 & 2		
3.2	EMV Level 1 Version 4.0 or later, as certified		
3.3	Cash Dispenser should be ready for using EMV chip cards		
3.4	Software, firmware, license for using smart card on Cash Dispenser		
3.5	EMV software on Chip Card access that Bank can implement on the machine upon enabling interbank deposit and /or cash withdrawal by activating Cash Dispenser		
3.6	Conformance to Rupay, Mastercard, VISA standards etc.		
3.7	Contactless Card integration capability		
3.8	Dip card reader should have anti skimming device with the capability to prevent further transaction/shutdown/offline the machine with generation of alerts to central monitoring system after the detection of skimming.		
4. Screen Specifications			
4.1	15"LCD with Touch screen and 8 function keys		
4.2	Touch Screen Specifications: IP65 rating		
4.3	Vandal Screen with Privacy Filter		

4.4	Rugged spill proof Triple DES enabled keyboard with polycarbonate tactile / stainless steel EPP pin pad keys, EPP pin pad to be PCI Compliant with sealed metal keypad		
4.5	Touch screen with support for visually handicapped through Function Defined Keys 4 + 4 AND EPP		
4.6	Braille stickers on all devices as per requirements to support the visually challenged		
4.7	Voice guidance support with internal speakers & headphone jack		
4.8	Multi-lingual screens (minimum 3 languages) as per Bank's requirements to be supported.		
<b>5. Cash Dispenser</b>			
5.1	Dispense minimum 40 currency notes per transaction.		
5.2	Dispense used notes.		
5.3	Capable to retract notes but this functionality should be in disabled mode.		
5.4	Indication (visible & audible) of proper insertion of all cassettes.		
5.5	2 x Double Pick Module, and 4 cassettes with lock & key.		
5.6	Reject BIN or Divert cassette bin with lock and key with capacity to hold atleast 500 notes.		
5.7	Each Cassette should hold minimum of 2500 currency notes.		
5.8	Capable of Multi currency dispensing.		
5.9	Capable of dispensing all denominations Rs.50, Rs.100, Rs. 200/-,Rs. 500/-, Rs.2000, as well as new denominations, if any, issued subsequently without any extra cost to the Bank. All cassettes should be adjustable to hold and dispense the currency notes if dimensions of currency notes are changed without any additional component requirement.		
5.10	Dispense at least 10 notes per second.		
5.11	Machines should not dispense soiled, mutilated notes.		
5.12	Encrypted communication and trust relation should be established between PC core and dispenser.		
5.13	Should not have any hardware module sensors which could be accessible by any end consumer either during idle state or during transaction processing.		
5.14	Multi-media dispenser (ticket/coupon/stamp/ receipt) with bunch presenter.		

5.15	The machine should have capability to recognize the year of issue of the currency and should be able to be configured in such a way that while currency printed in or upto a certain year may be accepted (or rejected) by the machine, it may not be dispensed.		
5.16	Friction / Vacuum pick technology		
5.17	Cash Dispenser must pass the test to identify the year of issue of the Indian Currency Note with 100% accuracy in single test.		
5.18	Foreign object detection in the cash dispenser		
5.19	Vendor to provide all CDs of same make, model and specifications i.e. single make and model. Any vandalised machine will also be replaced with the same make & model.		
5.20	Should support pin based authorization of transactions		
5.21	Compliance to RBI's Note Authentication and fitness sorting parameters		
5.22	Dispense minimum 40 currency notes per transaction.		
5.23	Dispense used notes.		
<b>6. DES chip / Security</b>			
6.1	Capable of supporting Remote key Management – DES/RSA		
6.2	Triple DES chip with encryption / verification / validation software. Should support AES without any additional hardware.		
<b>7. Integrated Cash Dispenser Surveillance Solution</b>			
7.1	Solution must be able to capture image of the customer approaching and performing transactions at the Cash Dispenser. This solution should be an Integrated with the machine and capture images based on motion.		
7.2	Solution should be able to store the images/video in a digital format for minimum 3 months at an average of 500 transactions per day.		
7.3	Solution must provide an interface to browse, search and archive the stored video / images on hard disk or external media.		
7.4	Solution must be able to capture & stamp the transaction information on the images.		
7.5	Superimpose date, time and transaction data on to the recorded images.		
7.6	The solution must not degrade the performance of Cash Dispenser, e.g. speed of normal transaction		
7.7	The hardware should be integrated within the Cash Dispenser		

7.8	Solution must be capable to take necessary backup of stored image and retrieval the same at any point of time.		
7.9	Machine should support third camera if required which would be deployed by the Bank in Cash Dispenser lobby.		
7.10	External dome camera along with required cabling. The angle of dome camera should be so as to cover the full view of person operating Cash Dispenser.		
7.11	The solution must be capable of monitoring from a central location. The solution must be able to pull the required images from the central location and share the same over e-mail with bank as and when required.		
7.12	The solution must have a search facility to locate an image/event by date and time, card no, transaction reference no. and Cash Dispenser ID.		
<b>8. Software Agent</b>			
8.1	The Cash Dispenser should be capable of supporting a third party software agent such as SDMS/Infobase/Radia, etc. Bidder should provide software agent for EJ pulling and Remote Monitoring Software support for the Cash Dispenser to monitor its functions from a Central site. Bidder should install EJ software on all Cash Dispensers and pull the Ejs on daily basis to its Managed service Centre.		
8.2	Should be capable of interface using ISO message standard with Bank's ATM switch.		
8.3	Software for reading EMV Chip cards, smart card/ chip card EMV Version 4.0, Level 2 approved terminal resident application		
<b>9. Connectivity</b>			
9.1	Should have Network Interface Card 10/100 Ethernet Card		
9.2	Should be capable of interfacing Bank's Switch IST using existing device handlers (NDC/D912) at no additional cost to the Bank		
9.3	Cash Dispenser must support TCP/IP		
9.4	Cash Dispenser should be Ipv6 Complaint		
<b>10. Others</b>			
10.1	Minimum 40 Column 80 mm Graphic Thermal Receipt Printer		
10.2	DMP/Graphic Thermal Journal Printer to print audit trail		
10.3	Low media warning for all items viz. bills, journal roll, consumer printer roll etc.		
10.4	Machine should be print customers slip in HINDI, ENGLISH and Regional Language.		

10.5	Customer receipt should mention serial no and denomination of impounded notes if any.		
10.6	EJ to be also written on Cash Dispenser hard disk and replicated on the second hard disk. The solution should include EJ viewer.		
10.7	Support centralized EJ pulling. Serial no of all notes should be available with EJ or stored separately and made available as and when required.		
10.8	EJ should be non-editable with encryption or with checksum or any other solution to prove the authenticity of EJ before a third party such as the regulator (RBI) a Banking Ombudsman, Police Authorities		
10.9	In-built SMPS to work on 230V 50 Hz power supply.		
10.10	Support input voltage of 230V AC /50 Hz with +/- 5%variation.		
10.11	Should provide hardware and software for the day-to-day operations required by the custodian.		
10.12	Cash Dispenser should have pin pad shield covering all three sides.		
<b>11. Transactions to be made available at the Cash Dispenser with Interface / connectivity to Bank's ATM Switch and Core Banking Software</b>			
11.1	Card less transactions to be made available.		
11.2	Card based transactions to be made available.		
11.3	Payment of taxes, Bills and any other value added services bank may have		
11.4	Biometric Finger printer reader with Software (UIDAI Approved Standard). The bidder should upgrade the Biometric Finger printer reader with Software during the contract period as per UIDAI/any statutory authorities guidelines/directions without any additional cost to the Bank. Bank may ask to implement as and when required.		
<b>12. Interface for Banking Software &amp; ATM Switch Connectivity</b>			
12.1	Bidder shall provide software required for connecting the Cash Dispenser to Bank's own Network.		
12.2	Bidder to provide utility for converting the Cash Dispenser files, Containing transaction details, into ASCII format.		
12.3	Cash Dispenser should be preloaded with CEN XFS 3.0 compliant layer and should be capable of running multi-vendor software		
12.4	The model must support downloading of screens & state tables.		



12.5	(Bank will only introduce Cash Dispenser bidder to CBS software vendor/Switch vendor and assist in obtaining clarifications, software etc., as may be needed from the latter. Bidder shall bear expenses, if any, for procuring such assistance/software etc.)		
12.6	Required supporting Software to support visually challenged persons using the software (Bidder/OEM should mention the name of software).		
12.7	EMV compliant software for CHIP Card reader along with license.		
<b>13. Others</b>			
13.1	Bidder to integrate – where feasible -- the alarm sensors of the Cash Dispenser to the branch siren/hooter without any additional cost to Bank.		
13.2	Bidder to demonstrate proof of concept about Cash Dispenser software being capable of supporting all the applications currently developed for the Bank such as Cash Dispenser Locator, Railway ticketing, Campus fees payment, Mobile Recharge & other Utility Bill Payments.		
13.3	Cash Dispenser capable of One to One Marketing. Client when Loaded on Cash Dispenser should be able to interact with different CRM sources using open standard messaging standards.		
13.4	Cash Dispenser should have rear mirrors covering majority area of ATM site which allow users to see what is happening behind him when he enters the PIN to avoid shoulder surfing.		
13.5	Cash Dispenser should have PIN pad shield covering all three sides to avoid shoulder surfing and capture by the external cameras.		
13.6	Two Colour Branding as per Bank's requirement.		
13.7	Bank stickers consisting of instruction set to the customers for operating Cash Dispenser's have to be affixed at Bidder's is cost on the fascia at the time of installation.		
13.8	The Cash Dispenser s need to be energy efficient. The Cash Dispenser s to be supplied have to be fully functional in extreme weather conditions (temperature, humidity, dust, etc) as per industry standard within the country		
13.9	All operating system upgrades / proprietary software upgrades / patches/ licenses will be provided free of cost and also installed in all the Cash Dispenser s at no cost to the Bank for the entire period of support committed. OS Hardening has to be done for the Cash Dispensers. Bidder is responsible for ensuring that system does not get affected by virus/malware.		

13.10	Modification of the software pertaining to Cash Dispenser for the purpose of enhancing the functionality will be done by Bidder at no additional cost to the Bank		
<b>14</b>	<b>Control Measures</b>		
14.1	<b>The Cash Dispenser / ATM should contain Anti-skimming device integrated with Switch with to prevent the skimming attacks without additional cost to the Bank.</b>		
14.1 a	The device should be capable of providing comprehensive skimming protection solution which achieves the following objectives 2. Senses unauthorised attachment of any device on the card reader module 3. Sends the signal to switch and further to the remote Management Centre to put the machine out of service as well as block the card reader from accepting any more card insertions.		
14.2	<b>The Cash Dispenser / ATM deployed should be ready to carry out the EMV and PIN transactions from the day one without additional cost to the Bank for certification, licensing and testing etc</b>		
14.3	<b>The Cash Dispenser / ATMs deployed should be integrated with TSS (Terminal Security Solution) covering various control measures as per the RBI/IBA/NPCI/VISA/MASTER/ any other statutory authorities' guidelines including Hard Disk encryption, whitelisting, disabling USB ports, disabling autorun facility applying the latest patches of OS, other software, time based admin access, BIOS passwords etc without additional cost to the Bank. The bidder is required to maintain the required set up at their Managed Service Centre or DC. This facility is to be provided without additional cost to the Bank.</b>		

	<b>TSS Solution Specification Compliance:-</b>		
<b>S.No</b>	<b>Minimum Functionality required for Terminal Security Solution</b>	<b>Solution offered</b>	<b>Complied /Non Complied</b>
1	<b>Terminal Security Client</b>		
1.1	The TSS client software should be compatible with ATMs running on any version of latest OS (In case of Windows, the same should be Windows 10 or higher Operating System and In case of RHEL, the same should be latest		

	<b>TSS Solution Specification Compliance:-</b>		
<b>S.No</b>	<b>Minimum Functionality required for Terminal Security Solution</b>	<b>Solution offered</b>	<b>Complied /Non Complied</b>
	version with latest service) installed in the terminals.		
1.2	The TSS client software should be able to manage policies on terminals in OS domain as well as in workgroup.		
1.3	The TSS client software should protect the terminal from any attempt to change the terminal security settings, registry level changes or policies.		
1.4	The TSS client software should be able to detect and prevent any malware and spyware attacks and intrusion programs.		
1.5	The TSS client software should be password protected to prevent its un-installation, stopping, disabling or change of settings.		
1.6	In the cases of TSS client software unable to communicate with the central TSS server, Security Solution Agent policies should work / be intact with the last uploaded policies.		
1.7	The TSS client software shall not have performance impact of the terminals and the peripheral devices e.g. Switch, CD, Bunch Note Acceptor.		
<b>2</b>	<b>TERMINAL OS HARDENING &amp; WHITELISTING</b>		
2.1	The solution should harden the terminal operating system as per industry best practices and recommendations.		
2.2	The solution should be able to remotely change the hardening policy of the terminal OS		
2.3	The solution should be able to block USB Storage devices on the terminal through centralized Control.		
2.4	The Operating System Hardening should be managed and administered centrally by the Facility Management Team.		
2.5	The solution should have a user Interface to be able to customize and manage the hardening policies by the Facility Management Team.		
2.6	During policy distribution to the ATMs, the hardening policies should be protected against manipulation		
2.7	The hardening solution should also be incorporated to browsers and other software components running on self-service terminals e.g. personal firewalls, ip-address/ port management.		
2.8	The solutions should protect against malware being injected on to the machine and any other		

	<b>TSS Solution Specification Compliance:-</b>		
<b>S.No</b>	<b>Minimum Functionality required for Terminal Security Solution</b>	<b>Solution offered</b>	<b>Complied /Non Complied</b>
	unauthorised Software installations. Via local means e.g. USB drive, CDROM etc.		
2.9	The solution should protect against the manipulation of executables e.g .. exe, .dll, .class etc. and scripts e.g .js, .bat etc.		
2.10	The solution should protect against the unauthorized updating/ changing of configuration -property files		
2.11	The solution should have firewall functionality		
2.12	The solution should be capable of detecting and reporting any deviation/anomalies from the policies defined for the terminal.		
2.13	The solution should issue alert/ warning/ prevent once a threat has been identified		
2.14	The solution shall be able to disable Auto-run facility of exe file from a network or a USB port.		
2.15	The solution should block the unauthorized installation and running of software and services.		
2.16	Only permitted applications to be run in the terminals using Sandboxing concept, thus effectively nullifying the need of any anti-virus solution.		
2.17	The solution should have capability to allocate only required ATM resources to the Whitelisted applications. During the running of the Whitelisted applications, TSS should monitor if only those resources are being accessed. In case of any deviation, alert should be raised and resources should be blocked.		
2.18	Solution should be able to prevent terminal booting from any source / media other than Hard disk.		
2.19	The patch management of the solution should be managed centrally by the Facility Management Team.		
<b>3</b>	<b>TERMINAL ACCESS MANAGEMENT including One TIME Admin Access</b>		
3.1	Solution should support user access to the terminals based on One Time expiring passwords as well as tokens.		
3.2	Solution should provide role based user access to the terminal files and settings.		
3.3	Solution should support time bound password management.		
3.4	The solution should allow for the remote user management.		

	<b>TSS Solution Specification Compliance:-</b>		
<b>S.No</b>	<b>Minimum Functionality required for Terminal Security Solution</b>	<b>Solution offered</b>	<b>Complied /Non Complied</b>
3.5	The solution should support online and offline password management.		
3.6	The solution shall be managed from a central point of management and should work with any standard terminal agent monitoring solution.		
3.7	The solution shall allow remote management of user credentials according to strong password and industry requirements.		
3.8	The solution shall allow an administrator to define different roles for various users & groups and assign each of them specific user rights.		
4	<b>HARD DISK ENCRYPTION</b>		
4.1	The solution should support Full hard disk encryption (FHDE)		
4.2	The solution should enable for an exact status of disk encryption to be retrieved and display centrally on a monitoring system		
4.3	The solution should be capable of changing the configuration of the hard disk encryption and the parameters used to encrypt the disk.		
4.4	The solutions should have the capability to decrypt an ATM hard drive outside of the ATM for recovery purpose only using the relevant encryption key.		
4.5	The ATMs should still cater to customers while the hard disk is being encrypted (during installation)		
4.6	The solution shall support Encryption of all data (user files as well as system files) from an ATM's hard disk.		
4.7	The solution shall protect data confidentiality when a system is out of operation.		
5	<b>Requirements of Central Application Software</b>		
5.1	The central solution (Hardware & Software) should be capable of supporting a minimum of 4000 terminals throughout the contract period.		
5.2	The proposed solution should conform to all regulatory, statutory, legal acts and rules more particularly from Cyber Security and IT examination Cell (CSITE), RBI.		
5.3	The Solution should support various dashboard views with filtering, sorting and report generation capabilities for instant access to security status of terminals/devices.		
5.4	The software should have option to group the terminals based on various parameters (such as		

	<b>TSS Solution Specification Compliance:-</b>		
<b>S.No</b>	<b>Minimum Functionality required for Terminal Security Solution</b>	<b>Solution offered</b>	<b>Complied /Non Complied</b>
	Make & Model, Zone, State, Test / Production etc.) for applying the policies and patches.		
5.5	The solution should support Deploying and updating of Security Policies and configurations.		
5.6	The solution should provide SMS and E-mail alerts for significant /critical events/changes.		
5.7	The Central TSS server should be able to install patches and software in the terminals remotely.		
5.8	The Solution shall have a Web Based interface for the Bank to monitor the performance and activities of the solution.		
<b>6</b>	<b>Requirements for Central Server Hardware</b>		
6.1	Successful bidder shall design, size, supply, install and maintain the required hardware for Application software, middleware (if any), and Database etc for the total Terminal Security Solution.		
6.2	The Hardware shall be sized to ensure that RAM & CPU Utilization shall not exceed more than 60% at any given point of time during the contract period. In case of violation, the hardware shall be upgraded by the bidder to reduce the utilization below 60% without any additional cost to the Bank.		
6.3	The hardware technology proposed for the Terminal Security Solution should be the enterprise class, best of the breed, latest, tested and stable release of OEM and based on the latest platform enabling technology supporting the complete Terminal Security Solution.		
6.4	The production hardware must be enterprise class with adequate vertical and horizontal scalability. There must be adequate CPUs and memory available to accommodate the sizing and growth aspirations of the Bank during the contract period.		
6.5	Bidders are responsible to arrive at the sizing independently. The Bank is not responsible for any assumption made by the Bidder for not meeting the performance/service levels as desired in the document, the Bidder will at their cost carry out the necessary upgrades /replacements. The Bank will not pay any additional amount during the period of the contract.		
6.6	The recommended hardware should have high reliability, fault tolerance, redundancy and high		

	<b>TSS Solution Specification Compliance:-</b>		
<b>S.No</b>	<b>Minimum Functionality required for Terminal Security Solution</b>	<b>Solution offered</b>	<b>Complied /Non Complied</b>
	availability having no single point of failure in the hardware (NSPOF).		
6.7	Bidder is required to provide the detailed configuration of the proposed Hardware.		
6.8	The system should be configured in Active-Passive mode		
6.9	Replication of data and configurations between Primary and DR Servers should be done on a daily basis. Bidder shall submit the details of synchronization methods.		
6.10	Bidders shall size the DR site which must be capable of handling 100% of the storage load of DC production. The Servers-CPU, memory and other components shall be sized at 100% of the DC. The DR will be used during periodic		
6.11	DR Drills to be conducted once in 3 months and DR to be made up whenever primary is not available. Penalty will be levied for Non-Performance of DR Drill once in 6 months.		
6.12	All servers are required to have a minimum of dual 1000 Mbps Ethernet network interface cards (NIC) or a better equivalent installed on the board itself or on different slots. Each NIC will be cabled from a different module on the switch using gigabit speed cabling.		
6.13	The offered servers must be current/ recent in the OEM"s product line and must be fully supported by the OEM for the duration of the project and for the warranty and post warranty.		
6.14	The Operating System available in the servers should not be out of support by the OEM. In case of Windows Server OS, the OS version should be Windows 2016 and in case of RHEL server, the OS version should be 8.2.		

We confirm that above quoted and all the Terms and Conditions of the Contract contained in RFP dated ----- for Supply Installation Commissioning of 100 Cash Dispenser Machines are acceptable to us.

Dated this.....day of .....2020

(Signature)  
(Name)  
(In the capacity of)  
Duly authorized to sign Bid

## **100. Annexure-S: Guidelines, Terms & Conditions, Process Flow For E-Procurement Auction**

### **Introduction:**

This annexure consists of rules for E Procurement Auction, Terms and conditions and Formats for submission of acceptance by the bidders.

#### **1. Rules for E Procurement Auction (Reverse Auction):**

##### **a. APPLICABILITY:**

- i. Reverse Auctions are carried out under the framework of rules that are called Rules for Reverse Auction. All bidders participating in Reverse Auction shall understand/ accept and give an undertaking for compliance with the same to the Bank in the prescribed format - T (This format will be given by the service provider prior to announcement of Reverse Auction.)
- ii. Any bidder not willing to submit such an undertaking shall be disqualified for further participation respecting the procurement in question.

##### **b. ELIGIBILITY:**

- i. Only bidders who are technically qualified and who submit the prescribed undertaking to the Bank alone can participate in Reverse Auction relevant to the procurement for which RFP is floated.

##### **c. COMPLIANCE/ CONFIRMATION FROM BIDDERS:**

- i. The bidders participating in Reverse Auction shall submit the following duly signed by the Competent Authority who signs the offer documents in response to the RFP:
  1. Acceptance of Rules for Reverse Auction and undertaking as per Format-A.
  2. Agreement between service provider and bidder. (This format will be given by the service provider prior to announcement of Reverse Auction.)
  3. Letter of authority authorizing the name/s of official/s to take part in Reverse Auction as per Format- B (This format will be given by the service provider prior to announcement of Reverse Auction.)

##### **d. TRAINING:**

- i. The Bank will facilitate training for participation in Reverse Auction through the service provider for the Reverse Auction. During the training the Bidders shall be explained the rules related to the Reverse Auction to be adopted. Bidders are required to give compliance on it before the start of bid process.
- ii. Wherever necessary, the Bank / service provider may also conduct a 'mock reverse auction' to familiarize the bidders with Reverse Auction process.
- iii. Any bidder/bidder not participating in training and/or 'mock reverse auction' shall do so at his own risk and it shall not be open for him to make any complaint/grievance later.
- iv. Each bidder / bidder shall participate in the training at his / their own cost.

##### **e. DATE/ TIME FOR TRAINING:**

- i. The Venue, Date, Time etc. for training in Reverse Auction shall be informed later.
- ii. No request for postponement/fixing of Training Date/Time shall be entertained which in the sole view and discretion of the Bank might result in any avoidable delay to either the Reverse Auction or the whole process of selection of bidder.



**f. DATE/ TIME OF REVERSE AUCTION:**

- i. The Date and Time of commencement of Reverse Auction as also Duration of 'Reverse Auction Time' shall be communicated at least 7 working Days prior to such auction Date.
- ii. Any force Majeure or other condition leading to postponement of auction shall entitle the Bank to postponement of auction even after communication, but, the Bank shall be obliged to communicate to all participating bidders the 'postponement' prior to commencement of such 'Reverse Auction'.

**g. CONDUCT OF REVERSE AUCTION:**

- i. The Reverse Auction shall be conducted on a specific web portal meant for this purpose.
- ii. The Reverse Auction may be conducted by the Bank itself or through a service provider specifically identified/ appointed/ empaneled by the Bank.

**h. PROXY BID:**

- i. A proxy bid is one where bidder can submit the lowest bid amount by him in strict confidence to the system directly. This obviates the need for him participating in the bidding process until the proxy bid amount is detrimentally reached by other bidders.
- ii. When proxy bid amount is reached, the bidder has an option to revise the proxy bid amount or he can prefer to start participating in bidding process.
- iii. Since it is an English auction with no ties, two bidders submitting identical proxy bid amount and succeeding in auction simultaneously does not arise.
- iv. During training, the issue of proxy bidding will be clarified in detail by the service provider.

**i. TRANSPARENCY IN BIDS:**

- i. All bidders will be able to view during the auction time the current lowest price in portal. Bidder shall be able to view not only the lowest bid but also the last bid made by him at any point of time during the auction time.

**j. MASKING OF NAMES:**

- i. Names of bidders shall be masked in the Reverse Auction process and bidders will be given dummy names.

**k. START PRICE:**

- i. Bidders will fill the unit cost of the line items mentioned in ANNEXURE H OF RFP 162020 before the start of the bidding time of this document. Once the bidding time starts the system will show the TCO of ANNEXURE H OF RFP. This total value is taken as the start price of the bidding process.
- ii. DECREMENTAL BID VALUE
- iii. The bidders shall be able to bid only at a specified decrement value and not at any other fractions. The Bid decrement value shall be Rs.1,00,000/-.
- iv. The bid decrement value shall be in multiples of Rs.,1,00,000/-.
- v. The web portal shall display the next possible decremental value of bid. It is not, however, obligatory on the part of bidders to bid at the next immediate lower level only. (That is, bids can be even at 2 or 3 lower levels than the immediate lower level).
- vi. Decremental value will be appropriated across the line items of ANNEXURE H OF RFP proportionately by the system.

**I. REVERSE AUCTION PROCESS:**

- i. The procurement process shall be completed through a single Reverse Auction.
- ii. The Bank shall however, be entitled to cancel the procurement of Reverse Auction process, if in its view procurement or reverse auction process cannot be conducted in a fair manner and / or in the interest of the Bank.
- iii. The successful bidder shall submit a confirmation of acceptance of the last bid price of auction within 30 minutes of closing of the auction to Bank either through Fax or E-Mail. The successful bidder has to submit the final quote as per ANNEXURE H OF RFP duly signed by the authorized official to Bank within 2 hours of close of auction by mail / fax.
- iv. In the event of circumstances like no power supply, system problem, loss of internet connectivity, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc., the bidder has to ensure that they are able to convey their bidding price to the service provider by way of FAX, who will upload the Faxed price online on behalf of the bidder and confirm the receipt of FAX to the service provider. This should be done before the closure of bid time. The bidder has to ensure that the sufficient time is given to the Service provider to upload the faxed prices online. In case the required time is not available with the Service provider at the time of receipt of fax message, the Service provider will not be uploading the prices. It is thus requested from the bidders not to wait till the last moment to quote their bids so as to avoid any such complex situation.
- v. Bank will not be liable for any failure of system, Power failure, loss of internet connectivity, Inability to use the system, loss of electronic information, UPS failure etc.

**m. EXPENDITURE ON REVERSE AUCTION:**

- i. All eligible bidders are requested to ensure that they have a valid digital certificate well in advance to participate in the Reverse auction process. The cost of digital certificate has to be borne by the bidder only.
- ii. Bidders shall participate in the training or mock auction at their own cost.

**n. CHANGES IN BUSINESS RULES:**

- i. Any changes made in Rules for Reverse Auction shall be uploaded on the Website of Bank and will be informed to the eligible bidders before commencement of Reverse Auction.

**o. OTHER INSTRUCTIONS:**

- i. No bidder shall involve himself / itself or any of his / its representatives in any price manipulation directly or indirectly with other bidders. If any such practice comes to the notice, Bank shall disqualify the bidder / bidders concerned from the reverse auction process.
- ii. Bidder shall not disclose details of his bids or any other details concerning Reverse Auction process of the Bank to any other third party without specific permission in writing from the Bank.
- iii. Neither Bank nor service provider can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc.

**p. ERRORS AND OMISSIONS:**

- i. On any issue or area of material concern respecting Reverse Auction not specifically dealt with in these Business Rules, the decision of the Bank shall be final and binding on all concerned.

## **2. Terms and conditions of Reverse Auction:**

- a. Each bidder will get a unique User Id and Password and bidders are requested to change the Password after the receipt of initial Password from the service provider. All bids made from the User ID given to the bidder will be deemed to have been made by the bidder. The auction type is English Reverse No Ties.
- b. The duration of Auction will be of 30 minutes. If some bidder is bidding during the last 3 minutes of Auction closing, the Auction time will get extended for another 3 minutes from the time of the last accepted bid. Such extension will be allowed to continue till no bid is placed within 3 minutes of the last quote of such extended time. There is no restriction of extensions.
- c. Auto-bid feature will be enabled from the start time of bidding. This feature will be explained during training to the bidders.
- d. Bank of Maharashtra reserves the right to reject any or all the bids without assigning any reason whatsoever.
- e. There shall be no variation between the on-line bid value and signed document to be submitted by the L1 bidder.
- f. Bidding will be conducted in Indian Rupees (INR).
- g. The bidder has to quote the total cost of items mentioned in **ANNEXURE H OF RFP** to arrive at the TCO.
- h. The TCO amount after closure of reverse auction is final and shall be accepted by the L1 bidder.
- i. The bids (Commercials) shall be firm for a period as specified in RFP and shall not be subjected to any change whatsoever.
- j. Bidder has to submit acceptance to the terms and conditions of Reverse Auction and required compliance and other formats as mentioned in this document along with technical bids.
- k. Bidder is not required to submit commercial bids in hard copy in a separate cover as mentioned in RFP 162020 as Bank has decided to adopt Reverse Auction process for finalization of the bidder for placing the order.
- l. Only those bidders who are technically qualified and competent to provide the required solution as per RFP 162020 are only eligible to participate in Reverse Auction Process.  
All eligible bidders are requested to ensure that they have a valid digital certificate well in advance to participate in the Reverse auction process.

## 101. Annexure- T: Compliance Statement for Reverse Auction

(To be submitted by all the bidders participating in Reverse Auction)

To,  
General Manager (IT),  
Bank of Maharashtra  
Information Technology,  
Head Office,  
Lokmangal, Shivajinagar,  
Pune – 411005

Sub: RFP NO: 162020 for S Supply, Installation, Maintenance of Cash Dispenser and providing Managed & Cash Replenishment services dated:

We \_\_\_\_\_ (name of the company) hereby confirm having submitted our bid for participating in Bank's RFP dated \_\_\_\_\_ for procurement of \_\_\_\_\_.

- 1 We also confirm having read the terms of RFP as well as the Business Rules relating to the Reverse Auction for this RFP process.
- 2 We hereby undertake and agree to abide by all the terms and conditions stipulated by Bank of Maharashtra in the RFP document including all annexures and the Business Rules for Reverse Auction.
- 3 We shall participate in the on-line auction conducted by ..... (Auctioneer Company) and submit our commercial bid. We shall also abide by the procedures prescribed for online auction by the auctioneer company.
- 4 We, hereby confirm that we will honour the Bids placed by us during the auction process, failing which Bank shall forfeit the Earnest Money Deposit. We also understand that the Bank may debar us from participating in future tenders.
- 5 We confirm having nominated Mr. \_\_\_\_\_, designated as \_\_\_\_\_ of our company to participate in the Reverse Auction on behalf of the company. We undertake that the company shall be bound by the bids made by him in Reverse Auction.
- 6 We accordingly authorize Bank and/ or the reverse auction company to issue user ID and password to the above named official of the company.
- 7 Both Bank and the auction company shall contact the above named official for any and all matters relating to the Reverse Auction.
- 8 We, hereby confirm that we will honour the Bids placed by Mr. \_\_\_\_\_ on behalf of the company in the auction process, failing which Bank reserves the right to initiate appropriate action as specified in BID security declaration . We agree and understand that the Bank may debar us from participating in future tenders for any such failure on our part.
- 9 We undertake to submit the confirmation of last bid price by us to the auction company/Bank within 24 working hours of the completion of event. We also undertake to submit the Bill of Materials for the TCO (Total Cost of Ownership) in terms of RFP.

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

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

Verified above signature

Place:

Date:

Seal and signature of the bidder