



बैंक ऑफ महाराष्ट्र
Bank of Maharashtra
भारत सरकार का उद्यम
एक परिवार एक बैंक

Supply, Deployment and Management of ATMs /Cash Dispenser under Capex Model

Bank of Maharashtra
(One Family... One Bank... Mahabank)

REQUEST FOR PROPOSAL FOR Supply, Deployment and Management of ATMs /Cash Dispensers under Capex Model

TENDER REFERENCE # 032014



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Bank of Maharashtra
भारत सरकार का उद्यम
एक परिवार एक बैंक

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

Cost of Tender Document: Rs.25,000/-

Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank means 'Bank of Maharashtra'
2. Bidder means the respondent to the RFP document,
3. RFP means the Request for Proposal document
4. CBS means Core Banking Solution implemented in the Bank
5. Bidder and Bank shall be individually referred to as 'Party' and collectively as 'Parties'.
6. Bidder / Respondent – signifies those who purchase this tender document and submits response to it.

This document is meant for the specific use by the Company / person/s interested to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. The Network Integrators or any person acting on behalf of the Network Integrators should strictly adhere to the instructions given in the document and maintain confidentiality of information. The Network Integrators will be held responsible for any misuse of information contained in the document, and liable to be prosecuted by the bank In the event that such a circumstance is brought to the notice of the bank. By downloading the document, the interested party is subject to confidentiality clauses.

Invitation to the Tender

Bank of Maharashtra invites sealed tender offers (Technical Bid and Indicative Commercial Bid) for Supply, Deployment and Management of ATMs /Cash Dispenser as per scope set out in the tender document.

A complete set of tender documents may be purchased by eligible Bidder upon payment of a non-refundable fee, mentioned in the important information regarding bid submission, by demand draft / banker's cheque in favor of Bank of Maharashtra and payable at Pune.

Important information regarding Bid submission

Tender Reference number	032014
Price of Tender Copy (Non-refundable)	Rs. 25,000/-
Earnest Money Deposit (EMD)/Bid Security	Rs.50,00,000/-
Date of commencement of sale of tender document	13 th January, 2014
Last Date of sale of tender document	03rd February, 2014 to 14:00 hrs
Queries to be mailed by	18 th January, 2014 up to 18:00 Hours
Queries in prescribed format to be mailed to	Nihar.barik@mahabank.co.in Anuradha.palnitkar@mahabank.co.in
Pre-Bid meeting with bidders	23/1/2014 at 14:30 hrs
Last Date and Time for receipts of tender offers	3rd February, 2014, up to 14:00 hrs
Time and Date of Opening of technical bids	3rd February, 2014, after 16:00 hrs
Place of Opening tender offers	Bank of Maharashtra Information Technology Dept. Head Office, 3 rd floor, 1501, Lokmangal, Shivajinagar, Pune – 411 005.
Address for Communication	Deputy General Manager Bank of Maharashtra Information Technology Dept. Head Office, 3 rd floor, 1501, Lokmangal, Shivajinagar, Pune – 411 005
Contact Telephone Numbers	{ PHONE : 020 – 25536266, 25614349
Website	http://www.bankofmaharashtra.in

Bank reserves the right to change the schedule mentioned above or elsewhere mentioned in the RFP, which will be communicated by placing the same as corrigendum under Tender section on Bank's corporate web-site.

The copy of the RFP document may be obtained during office hours on aforesaid working days in person by paying an amount of Rs.25,000/- (Non Refundable) by way of Demand Draft / Pay Order favoring "BANK OF MAHARASHTRA" payable at Pune.

The Bank reserves the right to reject any or all offers without assigning any reason. Please note that the prospective Bidder needs to purchase the tender document from the Bank and is invited to attend the pre-bid meeting. In case the prospective Bidder downloads the document from the Bank's website, the cost of tender document should be paid along with the Bid response. However **in order to participate in the pre-bid meeting, that tender document must be purchased by the prospective Vendor.**

Earnest Money Deposit /Bank Guaranty/Bid Security must accompany all tender offers as specified in this tender document. EMD amount/Bank Guarantee/ Bid Security in lieu of the same should not be mixed with Eligibility / Technical / Commercial bid. **It should be in separate cover to be handed over to the department.**

Tender offers will be opened in the presence of the Bidder representatives who choose to attend the opening of tender on the above-specified date, time and place.

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

**Deputy General Manager
Information Technology**

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Definitions and Acronyms

Following terms are used in the document interchangeably to mean:

“AMC” – Annual Maintenance Contract

“ATM” – Automated Teller Machine

“Bank” – ‘Bank of Maharashtra’

“Branches” – all the other Banks locations (Branches, extended counters, corporate offices, etc.) other than DC, DRC & NS

“CBS” – Core Banking Solution

“CD”- Cash Dispenser

“CMS” – Cash Management Services

“CRS” – Cash Replenishment Services

“CVC” – Central Vigilance Commission

“DC” – Data Centre of the Bank which is located at Pune. Hosting Banks’ Core infrastructure – Primary Site

“DRC” – Disaster Recovery Centre which is located in Hyderabad. Hosting Banks’ Core infrastructure – Secondary Site

“DVSS” Digital Video Surveillance System

“EJ” – Electronic Journal

“EMD” – Earnest Money Deposit

“EMV” – Euro Master Visa

“FLM” – Front Line Management

“GM - IT” – General Manager – Information Technology

“Hardware” – Hardware or Appliance

“HO” – Head Office

“IM” – Incident Management

“INR” – Indian Rupees

“IT” – Information Technology

“JP Log” – Journal Printer Log

“MSC” – Managed Service Centre

“OEM” – Original Equipment Manufacturer

“OS” – Operating system

“RFP” – Request for Proposal

“SIEM” – Bank’s Security Information and Event Management Solution

“SOC” – Bank’s Security Operation Centre

“SOW” - Scope of Work

“T & C” – Terms & Conditions

“TCO” – Total Cost of Ownership

“ToR” – Terms of Reference

“Bidder” – Vendor responding to this RFP

Purpose of this document

The purpose of this Request for Proposal (hereafter referred to as "RFP") is for defining scope of work for the bidder for Supply, Deployment and Management of ATMs /Cash Dispensers for Bank of Maharashtra.

This RFP contains the details regarding scope, project timelines, evaluation process, terms and conditions as well as other relevant details which bidder needs to factor while responding to this RFP.

1. Introduction

1.1 About the Bank

Bank of Maharashtra is a public sector bank with a standing of 77 years. It has a three tier organizational set up consisting of branches, Zonal Offices, and Head Office. The Bank has 1700 plus branches all over India. In the state of Maharashtra itself it has 1000 plus branches, the largest network of branches by any Public Sector Bank in the state. The Bank has set up specialized branch offices to cater to the needs of SMEs, corporate, agriculturists and importers & exporters.

The Bank has fine tuned its services to cater to the needs of various sections of society and incorporated the latest technology in banking offering a variety of services. The products and services offered by the Bank include demand deposits, time deposits, working capital finance, term lending, trade finance, retail loans, government business, Bancassurance business, mutual funds and other services like Demat, lockers and merchant banking etc. The Bank has currently deployed 1030 ATMs /CDs.

This request for proposal document ('RFP document' or RFP) has been prepared for the purpose of enabling Bank of Maharashtra ('Bank') to select the Service Provider for Supply, Deployment and Management of 500 ATMs / Cash Dispensers during the period of contract under capex model.

The RFP document is not recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the bank and any successful bidder as identified by the bank, after completion of the selection process as detailed in this document.

1.2 Project Objective

The Bank has ATM network of 1000+ ATMs/CDs under outsourced model. FSS is the existing Service Provider for deploying & maintaining the ATMs and ATM sites. In addition to this Bank is also in the process of deploying ATMs /CDs as per the MoF initiative across various clusters.

Bank now desires to select a bidder for Site preparation, Supply and Installation/commissioning of 500 ATMs/CDs (Offsite and Onsite) under CAPEX Model as per the scope defined in this RFP.



2. Scope of Work

2.1 ATMs/Cash Dispenser (CD) supply, installation and maintenance under Capex Model

- a. Supply of ATMs/ CDs and other peripherals under Capex model to the location for which Purchase Orders are placed.
- b. Bidder shall provide all new ATMs/ CDs (not refurbished) with biometric functionality from day one and capable of integrating with Biometric Solution of the Bank without any extra cost.
- c. The ATMs/ CDs shall be maintained by the successful Bidder during the contract period of 5 years. The AMC shall be carried out by OEM or its authorized dealers during the contract period.
- d. CDs deployed shall comply with RBI, IBA, EMV, NPCI/NFS, UIDAI guidelines. If any new guidelines are issued by these organizations, the bidder shall arrange for its compliance / upgradation and bear the cost for the same.
- e. Interface with the Bank's CD Switch.
- f. Commissioning of ATMs/ CDs including installation of all its functionalities, loading of screens etc and making ATMs/ CDs ready for all type of transactions
- g. Comprehensive Testing of CD including all functionalities and operations.
- h. Loading of screens, EJ pulling agents, TM Keys, configuration with IP addresses.
- i. Providing training to the branch staff / custodians at no extra cost.
- j. Bidder should complete branding of ATMs/ CDs as per specification of our bank
- k. The transaction slip should be printed in bilingual as well CD screen slides should be in bilingual.
- l. CD site audit has to be carried out by the bidder in the presence of IT officer of the Bank this is to be done once in a quarter. This is apart from the regular health maintenance of the CD and all assets by the bidder.
- m. Bank may re-examine the quality of the work at various ATM/CD sites on random basis and initiate its claim for the deviation in specification and poor workmanship.
- n. All ATMs/ CDs must be enabled for usage by the Biometric cardholders and Visually Impaired cardholders having requisite hardware, software, voice files and Braille enabled keypad and other components which would enable usage by the biometric and visually impaired cardholder.
- o. All ATMs/ CDs should also be fully EMV (Europay Master Visa) certified and enabled including having requisite latest hardware and pre-installed EMV software.



- p. The successful Bidder shall have to enable the voice facility (Text to Speech) as per IBA transaction flow guidelines to help the visually challenged persons in all ATMs/ CDs. The facility should be initially for English and Hindi languages. Based on further RBI/IBA guidelines the other languages should be enabled without any cost to the Bank. There should not be any separate charges for implementing the said activity other than quoted in the price bid. The functionality is required for all ATMs/ CDs to be installed under this RFP. The bidder should supply the required Visual Guidance Software, get it tested by the Bank, install the same after successful testing for immediate use.
- q. The successful bidder will handle the AMC arrangements of the proposed new 500 ATMs/ CDs. The Bidder will provide three years warranty and the AMC shall be applicable for two years after the warranty period is over.
- r. The offered CD model should be absolutely tamper proof and in no circumstances the machine should allow any unauthorized dispensing of note/s or an opportunity for taking out note/s from the cash chest/cash dispenser or any other component of the machine in any way either during the course of a transaction or while performing dispense test/any other test in the supervisory mode or in any other manner whatsoever. The cash presenter, cash presenter mouth and all similar components should be tamper proof.

2.2 Centralized Electronic Journal (EJ) Pulling / software distribution

2.2.1 Electronic Journal (EJ)

- a. The ATMs / ATMs/ CDs deployed should be compatible with the EJ pulling software agents such as Tranxit / SDMS / Radia / Infobase etc.and /or with any other EJ pulling agent that may be deployed from time to time. Agent installation on ATMs / ATMs/ CDs as may be required from time to time will be the responsibility of the bidder / bidder and will be done free of cost i.e. without any cost to the Bank.
- b. The Bidder shall be responsible to provide the facility to extract the Electronic Journals of all the transactions in each of the ATMs/CDs, to a centralized location /Server.
- c. The bidder shall provide EJ on T+1 basis for reconciliation purposes to the Bank in the format desired by reconciliation software of the Bank.
- d. ATM-wise EJs should be stored in the EJ server of the Bidder at a centralized location for minimum period of 12 months. Bidder to ensure EJ pulling from the ATM at specified time as per Bank/vendor's specifications. ATM-Wise EJs pulled are to be spooled separately and pushed to the designated server on daily basis. ATM-wise EJ data should be made available for a minimum period of 12 months. The EJ data may be purged by the Bidder after seeking confirmation of the Bank, after taking necessary Backup and handing over this backup to Bank's Team.
 - I. EJ pulling should be done on daily basis and sent to Banks' designated servers on T+1 basis.



- II. The Bidder should provide EJ viewer facility to the Bank
- III. In case of settlement of any claim of the Cardholder by the Bank in the event of non-availability of EJ for the same, the Bank reserves the right to recover the amount of transaction claim from the Vendor.
- IV. The process of extracting and sending EJ to Bank's DC/ Card Cell at Mumbai:
 - a. The EJ's will be pulled each day between 00:00 Hrs and 07:00 Hrs. for the previous day through automated schedules configured for daily EJ pulling at the server.
 - b. The EJ's which cannot be retrieved through the automated schedules shall be retrieved & delivered to the Bank on next day before 1.00 pm.
 - c. Customer transactions will take precedence over the EJ pulling process and if a transaction occurs while EJ is being pulled the EJ process will be stopped to complete the transaction. The remaining part of the EJ will be pulled after the transaction is completed.

2.2.2 Content Management

- a. Bidder should provide Software and Screen distribution from central location to different ATMs/ CDs rolled out under the tender to facilitate individual configuration and screen displays.
- b. Facility for remote loading of CD screens and Software distribution should be available including provision of software for such facilities and the activity should be carried out by the bidder/bidder free of cost. The Bank will not provide any software/agent for the same nor pay for these agents separately.
- c. The CD screen will only be used for display of publicity material of Bank or Financial Institutions which are approved and regulated by entities like RBI, SEBI, IRDA, PFRDA etc. (Subject to compliance with regulatory guidelines). However, the Bank can utilize the ATM screens for displaying its own products.
- d. The screen distribution should be platform independent – should support Windows XP operating system normally installed on Banks ATMs/ CDs.
- e. The system adopted should be capable of distributing screens at ATMs/ CDs running on VSATs, leased lines, CDMA, RF, Wifi etc.
- f. The solution should support PCX, GIF, MPEG, FLC, FLI and other audio / video file formats.
- g. The solution should be capable of centralized distribution of screen at scheduled and ad hoc basis.



- h. The solution should be capable of centralized distribution of software upgrades and patches to the ATMs/ CDs.
- i. The solution should be capable of centralized distribution of antivirus patches to the ATMs/ CDs.
- j. The solution should be capable of distributing screens at specified number of ATMs/ CDs.
- k. The solution should be capable of performing rollback if the ATM needs to be brought to the previous state.
- l. All necessary hardware / software etc. shall be provided by the bidder for screen distribution.
- m. The connectivity with back up arrangement between the managed center of the bidder and Bank's Data Center and DR Site shall be provided by the Bidder at no extra cost to the Bank.
- n. The bidder shall provide the MIS/Reports confirming the download.

2.3 Consumable Stationery Replenishment

- a. Bidder under FLM services should replenish the consumable like paper for receipt printer and Journal Print and printer ribbon without any quantitative limit.
- b. The buffer stock of these paper rolls should be maintained at ATM site.
- c. If Thermal Paper used for Receipt / JP, it should have the quality to retain the print at least for one year period.

2.4 Availability of Managed Service Centre, Deployment of Monitoring Tool and Incident Management (IM) Services

- a. Bank will be responsible for providing Switch Data Feed to the Bidder for the purpose of managing the ATMs/ CDs deployed by the Vendor.
- b. Managed Service Centre should be owned by the Bidder and located in India.
- c. Managed Service Centre should have highly redundant infrastructure and scalability to cater to the needs of managing Bank's 1500 ATMs/ CDs.
- d. Bidder should provide Management Service using knowledgeable and skilled personnel.
- e. Bidder should provide connection between the monitoring System / managed services centre and ATM switch with high level security standards like network connectivity through IPSEC / 3DES dedicated servers located at Bidder's end to remotely run special commands, firewall / De Militarized zone (DMZ), firewalls and other IP security methods and access control methods.
- f. Bidder should have centralized Monitoring System. Bidder should deploy sophisticated and standard Monitoring tool for monitoring ATMs/ CDs rolled out both proactively and reactively reviewing hardware performance and capable to provide remote analysis and resolution of the ATM related problem on 24 X 7 basis from Managed Services Centre.
- g. The Bidder should provide access of Monitoring Tool to Bank's team at various premises of the Bank. The facility should be preferably real time browser based, single window view of all ATMs. The Monitoring Tool should have the facility to allow the bank team to generate reports providing the list of each CD which was down on a particular day with the time from which the ATM went down to the time by which the ATM was up and running, the reason for the downtime and call logged time with the FLM/SLM vendor. The report should provide each incidence of downtime for an CD as a separate row. The Bank Team should be able to generate the report on a daily/monthly or quarterly basis as the need be.

Access of the Monitoring tool to the Bank team should also provide facility to view the list of ATMs which are down at any particular point with reason for down time.



The IM system proposed to be deployed by the bidder should have the following features:-

- i) When an incident is reported – which can be due to complete outage of CD or CD component, performance related issues, alerts & warnings from ATM or ATM related third party problems (FLM, Cash, network etc.), a trouble ticket is automatically generated, detailing the type of problem, with time of occurrence and other ATM details
- ii) The facility of automated straight through process for fault diagnosis, fault segregation, real time trouble ticketing, call logging, call transfer, call escalation, follow up till satisfactory closure of ticket
- iii) IM tool should be capable of processing all the status codes generated by ATMs and initiate appropriate action
- iv) IM tool should be capable of capturing even minor link fluctuations and reports generated should capture downtimes.
- v) Forecasting optimum requirements of cash in CD and advising the Cash management agency.
- vi) Trouble shooting and providing wide ranging MIS for each ATM for meaningful analysis of performance over a period.
- vii) Call progress monitoring, escalation and call closure to rectify any type of fault without manual intervention.
- viii) IM should have features of automated dispatching of field services calls using phone lines and SMS, to the right engineer / personnel and providing the escalations when the call is not closed in defined time frame.
- ix) IM Services should also manage the coordination of incidents that require both single and multiple third party dispatches. For all equipments (UPS, ATM Software on ATM / CD PC, ATM /CD PC, Air Conditioners, VSATs, terrestrial lines or any other communication media, Networking equipments, ATMs) installed at ATM locations. For all other third party components problems, which requires field visit, the call will be dispatched to the respective third party agency and will be tracked to closure.
- x) It is responsibility of the Bidder to dispatch an incident call to the respective sub-contractor and to track the call and ensure that the error is rectified as per SLA not causing major decline in the ATM availability.
- xi) Bidder should be able to provide report detailing performance of the ATM channel with segregation of faults on pre agreed criteria

2.5 Networking for connectivity of ATMs/ CDs

2.5.1 Switching

The Bank is in the process of implementing its own switch. The selected bidder shall ensure the required interfacing of the ATMs /CDs with the Bank's proposed Switch. Till such time the bidder shall have to interface the ATMs /CDs to the Bank's existing Base24 Switch currently under the outsourced model.

2.5.2 On-site ATMs/ CDs

For onsite ATMs/ CDs /ATMs, the existing Branch connectivity shall be used to connect to the EFT Switch (at Bank's DC and DR site). The same will be provided by the Bank through branch's Local Area Network Switch and router. The necessary LAN Cabling for the purpose will be done by the bidder only.

2.5.3 Off-site ATMs/ CDs

Bank will provide the necessary connectivity for the offsite ATMs/ CDs. The necessary LAN Cabling for the purpose will be done by the bidder only.



2.6 Site Implementation and Maintenance Services

- a. CD Site preparation at the identified sites. The locations can be pan India and include Onsite, Offsite, Lobby, Metropolitan, Rural, Semi urban and Urban locations/areas.
- b. Conducting site feasibility survey, Site erection, civil, interior, electrical, UPS, connectivity and air conditioning to be done by bidder.
- c. Physical installation of ATMs/ CDs at the sites with grouting.
- d. In case the bank desires lobby CD to be installed and as and when regular site is available, the lobby CD is to be shifted within the premises by the bidder and the bidder will quote the minimum cost for shifting and reinstallation. If the site for relocation is outside the premises bank will bear the transportation cost and the bidder should complete installation at the identified alternate location.
- e. CDs deployed shall comply with RBI, IBA, EMV, NPCI/NFS, UIDAI guidelines. If any new guidelines are issued by these organizations, the bidder shall arrange for its compliance / upgradation and bear the cost for the same.
- f. Provide Ramps to facilitate Physically Challenged persons to access ATMs/ CDs.

The ATMs/ CDs / ATM will be installed at the Bank's locations. The list will be provided by the Bank. The Bank will provide the following:

- a. Site will be provided by the Bank i.e. room with 3 walls and rolling shutter.
- b. The electricity connection up to the ATM room.
- c. Payment of site rental & Electricity bill
- d. Networking arrangements including LAN Cabling.

2.6.1 Site Work Specifications

Bidder would be responsible for Site and electrical work maintenance as per the Annexure-6 to specification for site preparation.

- a) The bidder is required to install and maintain UPS of adequate capacity with minimum 4 hours battery backup. At all locations or where electricity availability is erratic, battery backup should be 8 hours is required. However, it is responsibility of the Bidder to arrange for uninterrupted power supply for ATM functioning. In areas where there is load shedding, the Bidder should arrange for alternate Power supply arrangements like Diesel Generator set, solar power, etc. to maintain the prescribed uptime per CD. UPS units should be SNMP enabled for Centralized Monitoring and control purpose. The specification for UPS to be supplied is as per the Annexure - 7 attached.
- b) The bidder must ensure ambient environment for the machines.



- c) At least 33% of the ATMs/ CDs/ATMs have to be enabled for the visually challenged and the physically challenged as per RBI instructions. The CD/ATM must be suitable for wheel chair based operation / for the visually challenged and a ramp should be made at as part of Site Maintenance at sites.
- d) The bank will undertake a quality test check of all the sites by its own or external auditors of to ascertain adherence to the technical specifications (both civil and electrical). In case of non-adherence, the bidder will be required to regularize the position within a period of 30 days. In case of failure to do so or in case of general non-adherence of the technical specifications, bank may consider termination of the agreement as detailed in Termination Clause in this RFP.

2.6.2 Additional ATMs/ CDs /ATMs (Optional)

- a) In addition to the existing sites, Bank desires to install additional 30% ATMs/ CDs / ATMs over and above the 500 ATMs/ CDs / ATMs in about three years period. The ATMs/ CDs /ATMs would be of both the types viz. Onsite and Offsite. Sites for both the types of ATMs/ CDs /ATMs shall be provided by the Bank and bidder shall be responsible to provide connectivity for offsite locations.
- b) Entire Site preparation work as specified in the RFP shall be carried out by the bidder.
- c) Bidder shall carryout the installation, maintenance and management of these ATMs/ CDs /ATMs as per the scope in the RFP.
- d) Bidder shall quote fixed maintenance cost per ATM per Month as per the commercial format.

2.7 Site Maintenance and House Keeping services

- (a) The Bidder shall ensure maintenance of all the ATM sites 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 site maintenance 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) Electrical and lighting maintenance like replacing lights, tubes, bulbs,
 - iv) Holders, electrical switches, starters, chokes, etc. as and when required. The problems with the lights including replacements are rectified within 4 hours.
 - v) All lights within the CD room and outside like Backlit signage, Glow sign boards and all other lights are functioning at all times.
 - vi) Conducting earthing checks



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- vii) General maintenance of UPS, AC units, flooring, ceiling, Leakage / Seepage, Signage repairs/replacements, replacement & maintenance of Door closures, lights, etc..
 - viii) Preventive Maintenance at least once in a quarter under advice to the bank.
 - ix) Pest control services at least once in a year
 - x) Replenishing posters, stickers as and when required as when required by the Bank and provided the Bank.
- (b) Bank officials will inspect the site at regular intervals. The bidder should repair / replace the defective / non-functioning furniture, fittings and equipment within two days of the official communication to the Vendor. Any non compliances in this regard shall result in invoking the penalty clause as per the RFP terms
- (c) The Bidder and/or his equipment suppliers/agents/partners should have presence in major cities/district headquarters with support offices and spare part supply depots.
- (d) 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.

2.8 Caretaker Services (Optional)

In case, Caretaker Services are opted for by any bank, the bidder must ensure that

- a) Smartly uniformed, alert and attentive personnel are present 24x7x365 at the site.
- b) The caretaker engaged should be able to provide minimum guidance to the Cardholders.
- c) A policy is in place for engaging caretakers including background check.
- d) all applicable laws framed by the Central Government, State Government and Local Bodies, including payment of applicable minimum wages and all laws pertaining to contract employees/ labour laws are complied with while providing caretaker services. The bidder may have to execute an indemnity bond in favour of the Bank in this regard.

If the Bidder proposes to engage services of other agencies, full details of all contractors parties to be enclosed.



2.9 Incident Management (IM) Services

- a) Bank will provide Switch Data Feed to the Bidder for the purpose of managing the ATMs/ CDs deployed by the Vendor.
- b) The bidder will ensure that switch feed given by the Bank is configured in each ATM/ ATMs/ CDs as and when the ATM/ CD is made live.
- c) Bidder should provide connection between the Managed Services Centre and ATM switch with high level security standards like network connectivity through IPSEC / 3DES dedicated servers located at Bidder's end to remotely run special commands, firewall / De Militarized Zone (DMZ) and other IP security methods

2.10 Central Help Desk for ATM fault reporting and queries.

Bidder should provide a help desk that provides single point of contact manned by expert personnel for all service teams / managing multiple parties involved in resolving ATM uptime related problems.

- a) The Central help desk should be customized to cater to the Bank's requirements, which eliminates any process duplication. In addition the successful bidder would be expected to have a service centre with dedicated telephone number in each of the districts in the geography for which they are implementing the contract.
- b) Bidder should install a dedicated telephone number with multiple lines to support the load of incoming calls without rejection and receive all service requests via that number.
- c) Bidder should ensure the highest level of availability of each CD terminal and entire ATM Network through Help Desk Services.
- d) Single, integrated view of the network of the ATMs should be provided by Bidder to know the status of each ATM. Any discrepancy noticed must be rectified immediately in coordination with switch bidder and any third party bidder involved
- e) A web-based application with reporting tool should be made available to the Bank's ATM Dept. for monitoring performance of the ATM network.
- f) The Bidder should maintain complete confidentiality in the matters related to CD as they deal with the financial / customer data pertaining to the Bank.

2.11 FLM Services

The Bidder should attend to the following matters as are standard FLM Services calls

- a) Clearing Paper Jam of JP roll and Receipt Printer roll
- b) Removal or clearing of currency jams and captured cards.



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- c) Supply and Replenishment of consumables such as JP Paper, Receipt paper, etc. without any quantitative limit.
- d) Site maintenance, maintaining environmental conditions and Cleaning work as mentioned above in section of Scope of Work.
- e) Machine resets, CIT caused errors and other reasonable requests.
- f) Replacement of defective LAN cables
- g) Taking backup of camera images (of all three camera mentioned in Annexure 5 - Technical Specifications) on monthly basis on a suitable backup media and handing over the same to the controlling office.
- h) Maintaining proper register of the backup taken for DVSS with acknowledgement from Controlling Office and handover of backup to Controlling Office.
- i) Bidder under FLM services should replenish the consumable like paper for receipt printer and Journal Print and printer ribbon without any quantitative limit.
- j) If Thermal Paper used for Receipt / JP, it should have the quality to retain the print at least for one year period.
- k) Taking backup of camera images and maintaining proper register of the backup taken for DVSS with acknowledgement from Zonal Office and handover of backup to Zonal Office.

- l) Bidder should provide FLM services on 24 X 7 X 365 basis.
- m) Preventive Maintenance should be conducted once in a quarter to ensure that the ATM is maintained in good operating condition and the report should be submitted to the Controlling Office concerned. Preventive Maintenance may be scheduled at a time convenient Bank i.e. it should not affect the customer service.

2.12 Cash Replenishment Services (CRS)

Bidder should provide Cash Management and Cash Replenishment services at ATMs/ CDs rolled out under this RFP as part of ATM Managed Services.

2.12.1 Under this service, the Bidder should undertake replenishment of adequate cash as often as necessary to ensure that the service at the ATM is not disrupted on account of cash outage etc. The replenishment process, inter alia, would include receiving cash from a designated Currency Chest/cash branch of the Bank, conducting the ADMIN transaction at ATM, performing End of Day (EOD) and furnishing detailed MIS as required by the Bank and any other activity related to the process.

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

2.12.3 Online Cash Balances will be provided by the Bank to Bidder regularly through switch feed.

- a) Bidder should conduct Cash forecasting exercise for ATMs/ CDs /ATMs rolled out under this tender of the Bank, based on analysis of the Cash dispensation pattern of ATMs and suggesting limits for replenishment and its periodicity to the Bank and managing special events and seasonal requirements.
- b) Bidder should send cash indent to the cash management centre and / or replenishment centers as designated by the Bank Day zero (Day prior to the cash is required to be supplied by the Bank to the CMA) for Vaulting of Cash and Replenishment of cash. The vaulting facility shall be as per the Bank's discretion

2.12.4 Cash Replenishment and related Services

- a) Bank is responsible for providing ATM FIT cash for replenishing the ATMs/ CDs /ATMs.
- b) The Bank will designate Branches called as Link Branch for providing Cash for replenishing the ATMs/ CDs /ATMs.
- c) Bidder / CMA should pick up Cash from branches designated by the Bank.



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- d) Cash Loading is to be done using add cash method.
- e) The Bidder may undertake Cash Management Services or authorize a third party Cash Management Agency (CMA) for the same. Bidder should obtain prior approval of the Bank before appointing any agency as CMA. Copies of the agreements entered into by the Service Provider with their CMA agencies shall be made available with the bank. Cash issued by the Bank should be used for replenishment of bank's own ATMs/ CDs /ATMs only.
- f) The Bidder shall be fully responsible for the actions and integrity of the persons employed to carry out the function of cash replenishment.
- g) The CMA should have Cash Vaulting facility and use secure armored cash vehicles for pickup and delivery
- h) The amount of cash picked up and replenished during a day must be squared off during the next working day in the absence of vaulting facility, and residual amount if any, must be deposited with the bank.
- i) Bidder / Bidder should submit duly attested photo list, signatures of the custodians and signatures of the authorized signatories to the cash issuing Branch under its covering letter to the Cash Branch
- j) CMA should perform End of Day (EOD) operation and generate Cash Balance Report (CBR) which should be submitted to the Bank on T+1 basis. The CBR should contain the following details and as per the format required by the Bank:
- Opening Cash
 - Cash replenished
 - Cash Dispensed
 - Overage
 - Shortage
 - Cash in the Vaults of Service Provider or their agents.
 - Cash in the Divert Bin,
 - Closing Cash
 - EOD Time
- k) In case of CD /ATM locations where cash replenishment is not required to be carried out on daily basis, EOD should be performed on the day on which cash replenishment is done. Cash Balance Reports (CBR) should also be generated on the same day and for such locations, the comprehensive CBR submitted every day must be indicative that EOD is not performed and cash replenishment is not done on that particular day. However, the bidder should ensure that no CD /ATM is left without EOD for more than 2 consecutive days. EOD OF THE ATMs MUST BE UNDERTAKEN ATLEAST ON THREE OCCASSIONS DURING A WEEK.
- l) CMA should perform physical ATM Cash Balancing on each occasion of Cash Replenishment
- m) Cash replenishment details should be sent to ATM cell at Bank's DC on T basis i.e immediately upon loading the cash in ATM and consolidated CBR report for all the ATMs as per format specified by the Bank needs to be submitted on T+ 1 Basis to the Bank.



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- n) These Reports shall be submitted on a daily basis in respect of each CD /ATM. The Service Provider would also be required to submit a Comprehensive Cash Reconciliation report on a daily basis.
- o) Upon reconciliation, if any difference is observed, the Bank's reconciliation team will intimate the same to the Vendor.
- p) The Bidder should attend the same within 3 working days of reporting the difference. If the service provider does not respond by the 3rd working day, the difference amount will be recovered from the Service Provider on 4th working day.
- q) The Bidder should submit any other report that may be required by the Bank from time to time.
- r) CMA should undertake updating of Transaction Journal through Admin Cards.
- s) CMA should handover JP rolls to the respective Cash Branch
- t) CMA should collect captured cards from the ATM locations (wherever applicable) and deliver them to the respective Cash branches of the Bank. CMA shall submit consolidated report of the captured cards on weekly basis to the Bank.
- u) CMA should clear Reject bin / divert bin
- v) Cash Indent will be prepared by Bidder & sent to the CMA Agency as well as to Bank
- w) Forecasting of Cash requirement for ATM should be based on past dispense and average dispense of that ATM. However Cash indent/ replenishment at an ATM should not exceed the quantum of cash envisaged to be required for maximum upto 2 days and holidays.
- x) Cash indent will be raised by Bidder on Day "o" by 4:00pm via e-mail on daily basis except Sundays/Public/National Holidays. (Day "o" is a day on which the indent is sent to Bank, Day "1" is a next working day of cash collection and replenishment). Subsequently, cash will be given by Bank on day "o1" during the banking hours as agreed upon between the cash branch and the CMA.
- y) Vaulting facility is mandatory at all locations where ten or more ATMs/CDs are functioning. At all other centers, vaulting facility is not mandatory if not available already. At all such centers, cash should be indented, collected, replenished in ATMs/ CDs /ATMs and surplus cash deposited back on the same day. However, the vaulting facility would be at the bank's discretion.
- z) Bidder should ensure that the Overnight Vaulting limits are not breached and a daily monitoring is done as per the cash limit set by the Bank.
- aa) Bidder should to produce detail indent hard copy while obtaining cash from Bank. Subsequently Bidder will provide Cash withdrawal Slip / Cheque to Bank for posting necessary entries.
- bb) Vendor/CMA should count the Cash and also flip through the bundles before accepting the Cash from Cash Branch.
- cc) The Bidder shall be liable for any shortage of cash and counterfeit notes found in the CD. Any such shortage must be made good by the Bidder within 4 working days.
- dd) Bidder should provide Vault Declaration to the Bank on weekly basis. The vault balance must be included in the CBR report and as per the format specified by the Bank. Whenever a new vault is added the same will be inspected and approved by the Bank.

- ee) Bank reserves the right to conduct surprise inspection .of the Cash in Vault of the Vendor/ CMA.
- ff) In case counterfeit currency is dispensed from CD, the responsibility will be of the bidder and penalty of INR. 10000/- per instance would be levied.

2.13 Security

The bidder will be primarily responsible of security of ATMs/ CDs /ATMs and should use the latest tools and gadgets to curb potential frauds.

2.14 Insurance

- a) The Bidder should ensure that the entire cash of the Bank handled by it in the vault/in transit/in CD is adequately insured with the bank as beneficiary.
- 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.

2.15 Compliance of Statutory and other responsibility

- a) The Bidder should ensure that statutory, regulatory and all other guidelines are complied with respect to the cash in transit and held in vaulting and loaded in ATM /CD.
- b) It shall be the sole responsibility of the Bidder to obtain required licenses, permissions etc from local or any other authority for cash transit or vaulting.
- c) Any penalty charged to the Bank for non compliance with any guideline or for non obtainment of required permissions, licenses by the Bidder will be reimbursed by the Bidder to the bank.
- d) In the event of seizure of Bank's cash for non compliance of any guidelines or non obtainment of required licenses, permissions etc by the Vendor, all costs incurred for release of bank's cash will be borne by the Vendor.

2.16 Other Aspects relating to Cash Management:

- a. The bidder must necessarily open an account with the Bank through which all the shortages / recoveries / dispute related adjustments will be effected.
- b. The bidder should undertake to provide clear JP log and certified cash balance report in respect of disputes within the time frame stipulated by the Bank. Non submission will cause the Bank to recover the amount from the vendor.
- c. Any penalty payable by the Bank due to non submission of records / data will be recovered from the vendor.
- d. The bidder should also ensure that the cash in ATMs is periodically verified by an independent official who is not ordinarily handling ATM cash operations, at least once in a month.

- e. The cash indent should be having unique serial number and should be signed by the authorized representative of the vendor.
- f. The ATM wise and centre wise consolidation of the indent should be provided to the Bank.
- g. Admin functions must be invariably carried out when the cash loading is undertaken. The Bank will be immediately recovering any amount if any discrepancy is noted between the cash provided for replenishment vis-à-vis the CBR and the amount loaded in the ATM.
- h. The bidder must strive to identify the transactions which have resulted in overage / shortages and pay / recover the amount from the respective card holders.

2.17 MIS Report

The bidder is required to submit the following MIS Reports:

Sl.No.	Report	Description
Daily		
1.	Cash Out/ Critical Report	CDs /ATMs down due to cash out situation and details of escalation.
2.	cash indent for all ATMs/ CDs /ATMs for cash replenishment	Cash required to be loaded in the ATMs should be informed to the cash management centre and / or replenishment centers Day "o" (Day prior to the cash will be supplied by the Bank to the CMA)
3.	Consolidated correct & certified CBR	The report should be as per the format specified by the Bank, containing the details stated above
4.	EJ Report	Status of CD-wise EJ pulled
5.	Report on Downtime on account of escalation and final resolution	
6.	Current Status Reports	once in 4 hours giving details of ATMs/ CDs down with reasons. First such report is to be provide at 10 am, second report at 2 pm and finally at 6 pm
7.	Any other daily report	As on when required
Monthly		
4.	Consolidated Exception Report	Consolidated list of ATMs/ CDs /ATMs which were out-of-service for more than 4 hours with downtime break up and reasons
8.	Network Performance Report	Performance of Managed Services with stress on call logging and escalations

9.	Availability Report	Availability trend analysis, causes of downtime, chronic ATMs/ CDs /ATMs, action plan for improving availability
10.	Consolidated Cash Out Report with cause and TAT(Turn-around-time) analysis	Monthly with ATM ID, Date and reasons
11.	Performance of Managed Services with a particular reference to time taken to resolve the problems/faults	As and when required
12.	Monthly consolidated Cashout Report	CD/ ATM Wise details
13.	Analysis of optimum Cash recommendations and Cash out due to downtime	Suggest means to improve the Cash availability and the keep the down time at minimal level.
14.	Any other report	As and when required.

2.18 Project timelines

The Bidder is expected to adhere to the following broad timelines:

Sr. No.	Activity	Time Period for completion
1	Setting up of required backhaul network, EJ Pulling Server and other integration work	Within 6 Weeks from the date of Lol /PO
2	Delivery, installation and cash live of ATMs/ CDs,	within 4 weeks from site handover by the Bank
3	Site implementation including ACs , UPS and other deliverables at per requirement given by the bank.	within 3 weeks from site handover by the Bank

2.19 Schedule of Events

For Schedule of events; refer to table under the section Invitation to tenders on page 3 of this RFP.

All queries / requests for clarification from vendors must reach us by e-mail or in person as per the timelines mentioned in the "Invitation to the Tender". Should the bidder have any queries or require any clarification, bidder should request the clarification from the Bank in the format provided in **"Appendix 2 Form A 02 - Comments on T&C"** for Terms & conditions related queries / clarifications and in **"Appendix 2 Form A 03 - Query Format"** for technical or other non – Terms & condition related queries / clarification. No clarification or queries will be responded in any other format. The bidder should make sure that all the queries and clarifications should reach Bank coordinator as per the timelines mentioned in the "Invitation to the Tender"



The Bank reserves the exclusive right to make any amendments / changes to or cancel any of the above actions or any other action related to this RFP.

The Bidder is required to provide a detailed strategy to the Bank; the activities mentioned above are indicative but the timelines for procurement and delivery should be maintained. Hence if the Bidder has a quicker and effective solution the same may be discussed and agreed by the Bank.

3. Terms & Conditions

3.1 General

The Bank expects the Bidder to adhere to the terms of this RFP and would not like or accept any deviations to the same. Refer Appendix 2 Form A 02 - Comments on T&C.

The Bank expects that the Bidder appointed under the RFP shall have the single point responsibility for fulfilling all obligations and providing all supply, installation and management of equipments required for the project implementation.

Unless agreed to specifically by the Bank in writing for any changes to the RFP issued, the Vendor's response would not be incorporated automatically in the RFP.

Unless expressly overridden by the specific agreement to be entered into between the Bank and the Vendor, the RFP shall be the governing document for arrangement between the Bank and the Vendor.

The ATMs/ CDs are to be rolled out at locations already identified by the Bank. As and when the Bank identifies new location, the bidder shall rollout the ATM/ ATMs/ CDs as per the schedule mentioned in this RFP.

In case of off-site ATMs/ CDs, the bidder should seek bank's approval for the link branch (for cash replenishment purposes), which in normal course will be advised by the bank within a week. In case, Bank desires to shift the site or within branch, the Bank will bear the cost of shifting. The dismantling, shifting and commissioning charges will be decided on case to case basis.

The Bidder should commit to provide the outsourced services detailed in this document for a minimum period of 5 years (3 years warranty, 2 years AMC) A certificate to this commitment should form part of the Technical proposal.

3.1.1 Rules for responding to this RFP

Refer to Table in "invitation of the Vendors" section of this RFP for last date of submission of the response to the RFP.

- 3.1.1.1 All responses should be in English language. All responses by the Bidder to this RFP shall be binding on such Bidder for a period of 180 days after the opening of the commercial offer.



- 3.1.1.2 All responses including commercial and technical bids would be deemed to be irrevocable offers/proposals from the Bidder and may if accepted by the Bank form part of the final contract between the Bank and the selected Vendor. Bidder is requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected.
- 3.1.1.3 Any technical or commercial offer, submitted cannot be withdrawn / modified after the last date & time for submission of the bids unless specifically permitted by the Bank.
- 3.1.1.4 The Bidder may modify or withdraw its offer after submission, provided that, the Bank, and prior to the closing date and time receives a written notice of the modification or withdrawal prescribed for submission of offers. No offer can be modified or withdrawn by the Bidder subsequent to the closing date and time for submission of the offers.
- 3.1.1.5 The Bidder is required to quote for all the components mentioned in the Scope of Work in this document. In case the Bidder does not quote for any of the components, the response would be deemed to include the quote for such unquoted components. It is mandatory to submit the compliance details in the formats in Appendix 1 Form B 01 – Commercial Format provided along with this document duly filled in, along with the Technical offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
- 3.1.1.6 In the event the Bidder has not quoted for any mandatory items as required by the Bank and forming a part of the RFP circulated to the Bidder and responded to by the Vendor, the same will be deemed to be provided by the Bidder at no extra cost to the Bank.
- 3.1.1.7 The Bank ascertains and concludes that everything as mentioned in the RFPs circulated to the Bidder and responded by the Bidder has been quoted for by the Vendor, and there will be no extra cost associated with the same in case the Bidder has not quoted for any items or service that is required under this RFP.
- 3.1.1.8 All out of pocket expenses, travelling, boarding and lodging expenses for the entire life of the contract should be a part of the financial offer submitted by the Bidder to the Bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The Bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.

3.1.2 Price / Commercial Bid

- 3.1.2.1 The Bidder at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, time frame for delivery of ATMs/ CDs etc. as mentioned in the RFP circulated by



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- 3.1.2.2 A non-refundable bid amount of Rs. 25,000/- to be paid by means of a demand draft / pay order favoring the Bank payable at Pune being cost of Bid document. The amount will not be refunded to any prospective bidder under any circumstances including cancellation of RFP or procurement process at any stage. If bid is downloaded from website, the cost of the bid may be paid in a separate envelope while submitting the Bid. Bids are liable to be rejected if the Bid Amount demand draft / pay order is not received.
- 3.1.2.3 The Bidder shall bear all costs associated with the preparation and submission of its Bid and the Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.
- 3.1.2.4 The Bidder is requested to quote in Indian Rupees ('INR'). Bid in currencies other than INR would not be considered.
- 3.1.2.5 The prices quoted in the commercial bid should be valid for the period of contract.
- 3.1.2.6 Taxes: All the applicable taxes, duties, octroi, LBT, levies, charges, license fees, road permits, etc. in connection with the delivery of ATMs/ CDs at site including incidental services and commissioning shall be borne and paid by the bidder and as such the minimum guarantee for each site required to be paid by the Bank against the services being availed under this contract shall be all-inclusive amount with applicable service taxes separately. No price variation including those relating to increase in customs duty, excise duty, dollar price variation etc. will be permitted. The prices quoted will also include transportation to respective sites, insurance till delivery at the bank's site. The ATMs/ CDs would be supplied and delivered at the locations which will be provided by the Bank.
- 3.1.2.7 Terms of payment as indicated in the Purchase Contract that will be issued by the Bank on the selected Bidder will be final and binding on the Bidder and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the Bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the Vendor". Bidder should ensure that the project should not suffer for any reason.

3.1.2.8 Commercials:

- a) The Bank will consider the Total Cost of Ownership (TCO) over a Five-year period starting from date of acceptance. (date of acceptance – the date of go-live of last CD /ATM as per the RFP.



- b) The Bank has no obligation to buy the product & services mentioned as optional in commercial. However, such cost will be added in the TCO calculations.
- c) The Bidder must provide and quote for all products and services as desired by the Bank as mentioned in this RFP.
- d) In case there is a variation between numbers and words; the value mentioned in words would be considered.
- e) The Bidder needs to provide Unit costs would be provided for components and services; unit rates would be considered for the TCO purposes.



3.1.2.9 Performance Guarantee

- 3.1.2.9.1 If the contract is awarded, the Bidder should furnish a Performance Guarantee of 10% of TCO within 10 days of the date of receipt of the purchase order / LOI whichever is earlier. The performance guarantee needs to be for the complete period of the contract and would need to be renewed till the expiry or termination of the contract. If the Performance guarantee is not submitted within 10 days, 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
- 3.1.2.9.2 The project will be deemed complete only when all products and related services for all locations contracted by the Bank are delivered in good condition, installed, implemented, tested and accepted along with the associated documentation.
- 3.1.2.9.3 Responses to this RFP should not be construed as an obligation on the part of the Bank to award a purchase contract for any services or combination of services. Failure of the Bank to select a bidder shall not result in any claim whatsoever against the Bank and the Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever. In the event of Bank not satisfied with the Price Discovery through this process, bank reserves the right to initiate the tendering process again through Limited or Open tender for services mentioned in the RFP.
- 3.1.2.9.4 By submitting a proposal, the Bidder agrees to promptly contract with the Bank for any work awarded to the Vendor. Failure on the part of the awarded Bidder to execute a valid contract with the Bank will relieve the Bank of any obligation to the Vendor, and a different Bidder may be selected.
- 3.1.2.9.5 Any additional or different terms and conditions proposed by the Bidder would be rejected unless expressly assented to in writing by the Bank.
- 3.1.2.9.6 The Bidder must strictly adhere to the delivery dates or lead times identified in their proposal. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the Vendor's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this RFP) due to the Vendor's inability to meet the established delivery dates, that Bidder will be responsible for any re-procurement costs suffered by the Bank. The liability in such an event could be limited to the amount actually spent by the Bank for procuring similar deliverables and services.
- 3.1.2.9.7 The Bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all the provisions of this RFP. The Bidder represents that all products/services/software to be supplied in response to this RFP shall meet the requirements of this scope.



- 3.1.2.9.8 The Bidder represents that the supplied products and its documentation and/or use of the same by the Bank shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority. The Bidder further represents that the documentation to be provided to the Bank shall contain a complete and accurate description of the product and other materials and services (as applicable), and shall be prepared and maintained in accordance with the highest industry standards. The Bidder represents and undertakes to obtain and maintain validity throughout the project, of all appropriate registrations, permissions and approvals, which are statutorily required to be obtained by the Bidder for performance of the obligations of the Vendor. The Bidder further undertakes to inform and assist the Bank for procuring any registrations, permissions or approvals, which may at any time during the Contract Period be statutorily required to be obtained by the Bank for availing services from the Vendor.
- 3.1.2.9.9 All terms and conditions, payments schedules, time frame for delivery of product/services as per this tender will remain unchanged unless explicitly communicated by the Bank in writing to the Vendor. The Bank shall not be responsible for any judgments made by the Bidder with respect to any aspect of the Assignment. The Bidder shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels, time frame for supply of product and services etc. as mentioned in this RFP.
- 3.1.2.9.10 The Bank and the Bidder covenants and represents to the other Party the following:
- 3.1.2.9.11 It is duly incorporated, validly existing and in good standing under as per the laws of the state in which such Party is incorporated.
- 3.1.2.9.12 It has the corporate power and authority to enter into Agreements and perform its obligations there under. The execution, delivery and performance of terms and conditions under Agreements by such Party and the performance of its obligations there under are duly authorized and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.
- 3.1.2.9.13 The execution, delivery and performance under an Agreement by such Party:
- 3.1.2.9.14 Will not violate or contravene any provision of its documents of incorporation;
- 3.1.2.9.15 Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;



- 3.1.2.9.16 Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;
- 3.1.2.9.17 To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in this Agreement, and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such Party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.
- 3.1.2.9.18 The Bidder undertakes to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time.
- 3.1.2.9.19 The Bank would not assume any expenses incurred by the Bidder in preparation of the response to this RFP and also would not return the offer documents to the Vendor.
- 3.1.2.9.20 The Bank shall not be held liable for costs incurred during any negotiations on proposals or proposed contracts or for any work performed in connection therewith.

3.1.2.10 Changes to the RFP

- 3.1.2.10.1 The Bank also reserves the right to change any terms and conditions of the RFP and its subsequent addendums as it deems necessary at its sole discretion. The bank will inform the Bidder about changes, if any before the commercial bids are opened
- 3.1.2.10.2 The Bank may revise any part of the RFP, by providing an addendum to the Bidder at stage till commercial bids are opened. The Bank reserves the right to issue revisions to this RFP at any time before the opening of the commercial bid.
- 3.1.2.10.3 The Bank reserves the right to extend the dates for submission of responses to this document.
- 3.1.2.10.4 Bidder shall have the opportunity to clarify doubts pertaining to the RFP in order to clarify any issues they may have, prior to finalizing their responses. All queries/questions are to be submitted to the contacts and within the timelines mentioned in the "Invitation to the Tender" section. Responses to inquiries and any other corrections and amendments will be distributed to the Bidder by fax or in electronic mail format or hardcopy letter, at the sole discretion of the Bank.

- 3.1.2.10.5 Preliminary Scrutiny – The Bank will scrutinize the offer to determine whether it is complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on the Bidder and the Bank reserves the right for such waivers and the Banks decision in the matter will be final.
- 3.1.2.10.6 Clarification of Offer – To assist in the scrutiny, evaluation and comparison of offer, the Bank may, at its discretion, ask the Bidder for clarification of their offer. The Bank has the right to disqualify the Bidder whose clarification is found not suitable to the proposed project.
- 3.1.2.10.7 The Bank reserves the right to make any changes in the terms and conditions of purchase. The Bank will not be obliged to meet and have discussions with any Vendor, and / or to listen to any representations.
- 3.1.2.10.8 Erasures or Alterations – The offer containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.
- 3.1.2.10.9 Pricing – It is absolutely essential for the Bidder to quote the lowest price at the time of making the offer in its own interest. In the event of Bank not satisfied with the Price Discovery in this process, bank reserves the right to initiate the tendering process again through Limited or Open tender for any product which is part of the scope of work
- 3.1.2.10.10 Right to Alter Quantities – The Bank reserves the right to alter the requirements specified in the tender. The Bank also reserves the right to delete or increase one or more items from the list of items specified in the tender. The bank will inform the Bidder about changes, if any. In the event of any alteration in the quantities the price quoted by the bidder against the item would be considered for such alteration. The bidder agrees that the prices quoted for each line item & component is valid for period of contract and can be used by Bank for alteration in quantities. Bidder agrees that there is no limit on the quantities that can be altered under this contract. During the contract period the bidder agrees to pass on the benefit of reduction in pricing for any additional items to be procured by the Bank in the event the market prices / rate offered by the bidder are lower than what has been quoted by the bidder as the part of commercial offer. Any price benefit in the product, licenses, services & equipment should be passed on to the Bank within the contract period.



- 3.1.2.10.11 Details of Sub-contracts, as applicable – If required by the Bank, Bidder should provide complete details of any subcontractor/s used for the purpose of this engagement. It is clarified that notwithstanding the use of sub contractors by the Vendor, the Bidder shall be solely responsible for performance of all obligations under the RFP irrespective of the failure or inability of the subcontractor chosen by the Bidder to perform its obligations. The Bidder shall also have the responsibility for payment of all dues and contributions, as applicable, towards statutory benefits for its employees and sub-contractors.
- 3.1.2.10.12 No product will be accepted as complete if any part of the product components are not delivered free of any additional cost to the Bank. In such an event, the supply will be termed incomplete and will invoke the penalties as prescribed in the contract.
- 3.1.2.10.13 There will be an inspection test conducted by the Bank after installation of the product. In case of discrepancy in product supplied & not matching the Bill of Materials or technical proposal submitted by the bidder in their technical bid, the bidder shall be given 30 days time to correct the discrepancy post which Bank reserves the right to cancel the entire purchase contract and the Bidder should take back their equipment at their costs and risks. The inspection test may be arranged by the Bidder at the sites in the presence of the officials of the Bank. The tests will involve trouble-free operation of the complete system during inspection apart from physical verification and testing. There shall not be any additional charges for carrying out this inspection test. The contract period will commence from the date of go live acceptance of last 500th ATM . The Installation cum Inspection Test & Check certificates jointly signed by Vendor's representative and Bank's official should be received at along with invoice etc. for scrutiny before taking up the request for consideration of payment.
- 3.1.2.10.14 The Bank shall inform the Bidder all breaches and claims of indemnification and shall grant the Bidder sole authority to defend, manage, negotiate or settle such claims; and make available all reasonable assistance in defending the claims (at the expense of the Vendor). The written demand by the Bank as to the loss / damages mentioned above shall be final, conclusive and binding on the Bidder and Bidder shall be liable to pay on demand the actual amount of such loss / damages caused to the Bank.
- 3.1.2.10.15 In respect of demands levied by the Bank on the Bidder towards breaches, claims, etc. the Bank shall provide the Bidder with details of such demand levied by the Bank.
- 3.1.2.10.16 For the purposes of this Clause, the indemnity may be restricted to the areas mentioned, i.e., "claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Bidder to its employees, its agents, contractors and sub contractors." However, there are other indemnities such as indemnity for IPR violation, confidentiality breach, etc, that the Bidder is expected to provide as per the RFP.



- 3.1.2.10.17 Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the bank arising out of claims made by its customers and/or regulatory authorities.
- 3.1.2.10.18 The Vendor's representative and local office at Pune will be the contact point for the Bank. The deployment status of ATMs/ CDss and other components should be reported on a daily basis.
- 3.1.2.10.19 Bidder should ensure that the product and its associated components delivered to the Bank including all components and attachments are brand new. In case of software supplied with the system, the Bidder should ensure that the same is licensed and legally obtained with valid documentation made available to the Bank.
- 3.1.2.10.20 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 any laws including the Copyright Act, 1957 and Information Technology Act 2000 in respect of all the products or other systems supplied by them to the Bank from whatsoever source, provided however, (i) the Bank notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim (ii) the Bidder has sole control of the defense and all related settlement negotiations (iii) the bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and (vi) the Bank does not make any statements or comments or representations about the claim without the prior written consent of the Vendor, except where the Bank is required by any authority/regulator to make a comment/statement/representation. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the bank arising out of claims made by its customers and/or regulatory authorities.
- 3.1.2.10.21 **Technical Inspection and Performance Evaluation** - The Bank may choose to carry out a technical inspection/audit and performance evaluation of products offered by the Vendor. The Bidder would permit the Bank or any person / persons appointed by the Bank to observe the technical and performance evaluation / benchmarks carried out by the Vendor. Any expenses (performing the benchmark, travel, stay, etc.) incurred for the same would be borne by the Bidder and under no circumstances the same would be reimbursed to the Bidder by the Bank.

3.1.2.11 Conditional bids

Conditional bids shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of bids.



3.1.2.12 Award of Contract

- 3.1.2.12.1 The Bank will award the contract to the successful Vendor, out of the Vendors who have responded to Bank's tender as referred above, who has been determined to qualify to perform the contract satisfactorily, and whose Bid has been determined to be substantially responsive, and is the lowest commercial Bid.
- 3.1.2.12.2 The Bank reserves the right at the time of award of contract to increase or decrease of the quantity of goods or services or change in location where equipments are to be supplied from what was originally specified while floating the tender without any change in unit price or any other terms and conditions.

3.1.2.13 Bid Security (EMD/ Bank Guarantee)

- 3.1.2.13.1 The Bidder shall furnish, as part of its Technical bid, bid security of an amount mentioned in the "Invitation to the Tender" section. The bid security is required to protect the Bank against the risk of Vendor's conduct.
- 3.1.2.13.2 The bid security shall be denominated in the INDIAN RUPEES only and shall be in the form of a Bank Guaranty favoring "Bank of Maharashtra" by a Scheduled Commercial Bank or a Foreign bank located in India in the form provided in Appendix 2 Form A 05 of this RFP Any bid not secured in accordance with the above will be rejected by the Bank as non-responsive.

The bid security may be forfeited:

(a) If Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form;

Or

(b) In case of the successful Vendor, if the Bidder fails:

(i) To sign the Contract

And

(ii) To furnish performance security.

(c) Period of Validity of Bids

The process of bid evaluation, approval and the subsequent activities may be assumed to take a reasonable amount of time. Therefore, the bids shall remain valid for 3 Months after the date of opening of Commercial Bid prescribed by the Bank. A bid valid for a shorter period shall be rejected by the Bank as non-responsive.



3.1.2.14 Confidentiality Agreement

- 3.1.2.14.1 This RFP contains information proprietary to the 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 RFP may not be reproduced in whole or in part without the express permission of the 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 vendor.
- 3.1.2.14.2 Responses received become the property of the Bank and cannot be returned. 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 Vendor.

3.1.2.15 Completeness of the Project

The project will be deemed as incomplete if the desired objectives of the project **Section 2 – Scope of Work** of this document are not achieved.

3.1.2.16 Inspection

The Bank will carry out the inspection tests for testing of related CD/ ATM to verify that the supplied equipment are as per the Bill of materials. The Bidder shall assist the Bank in all inspection tests to be carried out by the Bank.

In case of any discrepancy in the equipments supplied, the Bank reserves the right to terminate the entire agreement in case the Bidder does not rectify or replace the supplied hardware/software and the Bidder shall take back the equipment at Bidder costs and risks. The Bidder shall ensure that all costs associated with insurance from the date of transfer of title till the final acceptance by the Bank will be borne by the Bidder and the asset insured in the name of the Bank. The Bidder shall provide the insurance certificates for insurance of the 'Bidder Supplied Equipment' to the Bank along with supply of Equipment.

In all cases, the Bidder shall have the sole responsibility for bearing all additional charges, costs or expenses incurred in correcting, reworking or repairing the defective or non-conforming ATMs/ CDs , unless such failure is due to reasons entirely attributable to the Bank.

3.1.2.17 Compliance with Laws

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



Supply, Deployment and Management of ATMs /Cash Dispenser under Capex Model protect the Bank and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

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 Vendor.

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

3.2 Order Cancellation

The Bank reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:

- a. Inordinate delays & lack of action from the bidder towards supply and delivery beyond the delivery timelines
- b. Inability of the bidder to remedy the situation within 60 days from the date of pointing out the defects by the Bank. (60 days will be construed as the notice period)
- c. In case of order cancellation, the bidder agrees that the bidder will bear the complete cost of any re-procurement that would be needed by the Bank to fulfill the obligations of the RFP.
- d. In case of order cancellation, any payments made by the Bank to the bidder would necessarily have to be returned to the Bank with interest @ 15% per annum, further the bidder would also be required to compensate the Bank for any direct loss incurred by the Bank due to the cancellation of the contract and any additional expenditure to be incurred by the Bank to appoint any other bidder. This is after repaying the original amount paid.

3.3 Indemnity



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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 the Vendor, 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 RFP or breach of any representation or warranty by the Vendor, (iii) use of the deliverables and or services provided by the Vendor, (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project. Bidder shall further indemnify the Bank against any loss or damage to the Bank's premises or property, Bank's data, loss of life, etc., due to the acts of the Vendor's employees or representatives. The Bidder shall further indemnify the Bank against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however, (i) the Bank notifies the Bidder in writing immediately on aware of such claim, (ii) the Bidder has sole control of defense and all related settlement negotiations, (iii) the Bank provides the 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 the Vendor, 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 vendors) rights, interest and reputation.

Bidder shall be responsible for any loss of data, loss of life, etc, due to acts of Vendor's representatives, and not just arising out of gross negligence or misconduct, etc, as such liabilities pose significant risk.

Bidder should take full responsibility for its and its employee's actions. Further, since the Bank's data could be integrated/used under Bidder provided software and since the Bidder would be managing the data centre, the Bidder should be responsible for loss/compromise or damage to Bank's data.

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

- Non-compliance of the Bidder with Laws / Governmental Requirements
- IP infringement
- Negligence and misconduct of the Vendor, its employees, and agents
- Breach of any terms of RFP, Representation or Warranty
- Act or omission in performance of service.
- Loss of data

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

The Bidder shall not indemnify the Bank for

- (i) Any loss of profits, revenue, contracts, or anticipated savings or

- (ii) Any consequential or indirect loss or damage however caused, provided that the claims against customers, users and vendors of the Bank would be considered as a "direct" claim.

3.4 Inspection of Records

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

3.5 Publicity

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

3.6 Solicitation of Employees

Both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the contract and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party. The above restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

3.7 Liquidated Damages

The Bank will consider the inability of the bidder to deliver or install the equipments within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of the bidder. The liquidation damages represent an estimate of the loss or damage that the Bank may have suffered due to delay in performance of the obligations (relating to delivery, installation, Operationalization, implementation, training, acceptance, warranty, maintenance etc) by the bidder.

Installation will be treated as incomplete in one/all of the following situations:

1. Non-delivery of any component or other services mentioned in the order



2. Non-delivery of supporting documentation
3. Delivery/Availability, but no installation of the components and/or software
4. No Integration
5. System operational, but unsatisfactory to the Bank

If the BIDDER fails to deliver the ATM /CD within the time period(s) specified in the RFP, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the payment to be made to the vendor, as liquidated damages, a sum of Rs 2000/- per CD /ATM per day until actual delivery or performance. If the bidder fails to establish the backhaul network and the required backhaul integration as per the RFP requirements, within the timeline mentioned in the RFP document, the Bank shall, without prejudice to its other remedies under the contract, deduct from the payment due to the vendor, as liquidated damages, a sum of Rs. 10000/- per day, until actual delivery or performance.

3.8 Information Ownership

All information processed, stored, or transmitted by Bidder belongs to the Bank. By having the responsibility to maintain the equipment, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

ISMS Framework (ISO 27001:2005): The bidder shall abide by the ISMS framework of the Bank which includes incident management, change management, capacity management etc.

3.9 Sensitive Information

Any information considered sensitive must be protected by the Bidder from unauthorized disclosure, modification or access.

Types of sensitive information that will be found on Bank's system the Bidder may support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.

3.10 Privacy & Security Safeguards

The Bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder under this contract or existing at any Bank location. The Bidder shall develop procedures plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The Bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder under this contract or existing at any Bank location.



3.11 Confidentiality

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

Relates to the Disclosing Party; and 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 (is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.

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 relating to the licensed software, the modules, the program documentation, the source codes, the object codes and all enhancements and updates, services, systems processes, ideas, concepts, formulas, methods, know how, trade secrets, designs, research, inventions, techniques, processes, algorithms, schematics, testing procedures, software design and architecture, computer code, internal documentation, design and function specifications, product requirements, problem reports, analysis and performance information, business affairs, projects, technology, finances (including revenue projections, cost summaries, pricing formula), clientele, markets, marketing and sales programs, client and customer data, appraisal mechanisms, planning processes etc. or any existing or future plans, forecasts or strategies in respect thereof.

“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.

Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years.

Nothing contained in this clause shall limit Bidder from providing similar services to any third parties or reusing the skills, know-how and experience gained by the employees in providing the services contemplated under this clause, provided further that the Bidder shall at no point use the Bank’s confidential information or Intellectual property.



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- a. 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:
- b. Disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, Company or any other entity other than its directors, partners, advisers, agents or employees, sub contractors and contractors who need to know the same for the purposes of maintaining and supporting the equipments provided as a part of Project. The Receiving Party shall be responsible for ensuring that the usage and confidentiality by its directors, partners, advisers, agents or employees, sub contractors and contractors is in accordance with the terms and conditions and requirements of this tender; or
- c. 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.
- d. In maintaining confidentiality hereunder the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:
- e. 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;
- f. 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;
- g. 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



- h. 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.
- i. The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party:



- j. 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;
- k. 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;
- l. 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
- m. 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.
- n. The restrictions in the preceding clause shall not apply to:
- o. 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.
- p. 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.
- q. 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.
- r. The confidentiality obligations shall survive the expiry or termination of the agreement between the Bidder and the Bank

3.12 Force Majeure



- 3.12.1 The Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if any 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.
- 3.12.2 For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Bidder and not involving the Vendor's fault or negligence and not foreseeable. Such events may include, Acts of God or of public enemy, acts of Government of India in their sovereign capacity and acts of war.
- 3.12.3 If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform Vendor's obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 3.12.4 In such a case the time for performance shall be extended by a period (s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the Bidder shall hold consultations in an endeavor to find a solution to the problem.

3.13 Resolution of Disputes

- 3.13.1 The Bank and the supplier Bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project directors of the Bank and the Vendor, any disagreement or dispute arising between them under or in connection with the contract.
- 3.13.2 If the Bank project director and Bidder project director are unable to resolve the dispute within thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Bidder and Bank respectively.
- 3.13.3 If within thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Bidder and Bank, the Bank and the Bidder have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution through formal arbitration.
- 3.13.4 All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator: acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings. The award of the Arbitrator shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 or any statutory



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modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be Pune.

- 3.13.5 If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of five days after posting if sent by registered post with A.D., or (iii) the business date of receipt, if sent by courier.
- 3.13.6 This RFP shall be governed and construed in accordance with the laws of India. The courts of Pune alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this RFP. Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

3.14 Exit Option and Contract Re-Negotiation

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



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- I. Failure of the successful bidder to accept the contract and furnish the Performance Guarantee within 10 days of receipt of purchase contract;
- II. Delay in delivery beyond the specified period;
- III. Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank. Inability of the bidder to remedy the situation within 60 days from the date of pointing out the defects by the Bank. (60 days will be construed as the notice period)
- IV. 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 Vendor.
- V. 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 for projects of similar and comparable size, scope and quality.
- VI. The Bank shall have the option of purchasing the equipment from third-party suppliers, in case such equipment is available at a lower price and the Vendor's offer does not match such lower price. Notwithstanding the foregoing, the Bidder shall continue to have the same obligations as contained in this RFP in relation to such equipment procured from third-party suppliers.
- VII. As aforesaid the Bank would procure the equipment from the third party only in the event that the equipment was available at more favorable terms in the industry, and secondly,
- VIII. The Equipment procured here from third parties is functionally similar, so that the Bidder can maintain such equipment.
- IX. The modalities under this right to re-negotiate /re-procure shall be finalized at the time of contract finalization.
- X. The Bank and the Bidder shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with.
- XI. Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables, maintenance and facility management.

3.15 Corrupt and Fraudulent Practices

As per Central Vigilance Commission (CVC) directives, it is required that Vendors / 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 vendors (prior to or after offer submission) designed to establish offer 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.

3.16 Waiver

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this RFP or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this RFP all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

3.17 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 RFP. 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.

3.18 Visitorial Rights

The Bank reserves the right to visit any of the Vendor's premises without prior notice to ensure that data provided by the Bank is not misused.



3.19 Termination

- I. The Bank shall be entitled to terminate the agreement with the Bidder at any time by giving ninety (90) days prior written notice to the Vendor.
- II. The Bank shall be entitled to terminate the agreement at any time by giving notice if:
 - (a) The Bidder breaches its obligations under the RFP or the subsequent agreement and if the breach is not cured within 15 days from the date of notice.
 - (b) The Bidder (i) has a winding up order made against it; or (ii) has a receiver appointed over all or substantial assets; or (iii) is or becomes unable to pay its debts as they become due; or (iv) enters into any arrangement or composition with or for the benefit of its creditors; or (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved.
- III. The Bidder shall have right to terminate only in the event of winding up of the Bank

3.20 Effect of termination

- a) The Bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.
- b) Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables and maintenance. The reverse transition will be for the period of 3 months post the notice period. Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services.
- c) 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 the services to the Bank at no less favorable terms than those contained in this RFP. In case the bank wants to continue with the Vendor's services after the completion of this contract then the Bidder shall offer the same or better terms to the bank. Unless mutually agreed, the rates shall remain firm.
- d) 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 Vendor.
- e) 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



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3.21 Contract Continuity

The Contract with the successful bidder shall terminate only on explicit correspondence to that effect by the Bank. Until such time, the bidder shall continue to provide the ATM Services at the Contract Prices specified in the Contract till the completion of Transition period. After the completion of the Contract period, this Contract can be renewed for further periods on such terms and conditions to be mutually agreed between the Parties.

In case the Bank desires to engage the alternate solution, the bidder shall continue the services at the existing terms until the alternate solution is available or maximum 6 Months whichever is earlier.

4 Evaluation Process

The competitive bids shall be evaluated in three phases:

- ▶ Stage 1 – Eligibility criteria
- ▶ Stage 2 – Technical Bid
- ▶ Stage 3 – Commercial Bid

4.1 Eligibility Bid

Eligibility criterion for the vendors to qualify this stage is clearly mentioned in Annexure 4 – Eligibility Criteria Compliance to this document. The Vendors who meet ALL these criteria would only qualify for the second stage of evaluation. The Bidder would also need to provide supporting documents for eligibility proof. All the credentials of the Bidder necessarily need to be relevant to the Indian market.

The decision of the Bank shall be final and binding on all the vendors to this document. The bank may accept or reject an offer without assigning any reason whatsoever.

4.2 Technical Evaluation criterion

The technical evaluation criterion would broadly involve the following major areas:

- Compliance to the technical specification given in the Annexure 5
- Bidder detailed work plan – bidder to share PERT chart in conformity with the stated timelines
- Short listed Vendors presentation and demonstration of the solution proposed

The Vendors are required to comply the requirements stated herein, if any Vendor's response is found to be non-compliant, then the Bank at its discretion may reject the Bid. Hence only the bidders who have achieved the set compliance will be considered for commercial bid evaluation.



The list of requirements for the technical Bid has been mentioned in "Technical Proposal format" in section 6. The bidder needs to achieve a cut – off score of 400 marks in the technical bid evaluation to be qualified for commercial bid opening. Only those bidders who achieve the specified cut – off scores would be short-listed for Stage 3 - commercial bid evaluation. In case none of the bidders score a minimum of 400 marks then the SPs who have achieved the top 2 scores will qualify for the commercial evaluation stage. In case only one bidder scores 400 points or above, only this bidder will be considered for the commercial bid. The break-up of the scoring is mentioned in Annexure 3 - Bidder Scoring chart.

4.3 Commercial Bid Evaluation

Only those vendors who have qualified after Stage 2 of Technical evaluation will be eligible for further participation in the commercial bid process..

Bank will award the contract to the successful bidder whose bid has been determined as the **Lowest Commercial bid (L1)**

At the end of 5 years, the contract may be renegotiated as mutually agreed by both parties. The Bidder shall not add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.

5. Payment Terms

The Bidder must accept the payment terms proposed by the Bank. The financial offer submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Vendor, in case of delays or defaults on the part of the Vendor. Such withholding of payment shall not amount to a default on the part of the Bank.

a. For Cash Dispensers/Automated Teller Machines:

The payments will be released through NEFT/RTGS and the selected Bidder has to provide necessary Bank details like Account No., Bank's Name with Branch, IFSC Code etc. Applicable TDS, if any, will be deducted at the time of releasing the payments.

- i) On Final Acceptance: Ninety (90%) percent of the contract price of the Goods along with service tax and Octroi, wherever applicable, backed by necessary proof shall be paid 30 days after Installation and successful working and upon submission of the following documents.
 - Bidder's original Invoice (with certified Xerox Copy), showing Contract No., Goods description, quantity, unit price, total amount, serial nos of the Equipment/s etc.,
 - Installation Note and successful working of ATM/Cash Dispenser, signed by Bank Officers with the name of the Official, designation, stamp of branch/office and mobile number.



- ii) Ten (10%) percent of contract price of the goods will be retained for 3 years. In case the bidder submits Performance Bank Guarantee, the Bank will release 9% as last installment and 1% will be retained by the Bank as security deposit for the contract period.

b. Payment terms for UPS Systems and Air Conditioners:

The payment terms for UPS with batteries and AC shall be on the same lines as that of Payment terms for ATMs/ Cash Dispensers as per the above procedure shall be on the same lines as that of ATMs/ CDs payment clause mentioned above.

c. Payment Terms for SITE WORK:

Specific work order from our office, for site preparation work will be given for the ATMs/ CDs/ATMs Sites.

- i) **On Completion of the Site Work:** Seventy (70%) of Site Preparation along with 100 % statutory dues permitted (100% Service Tax, inclusive of surcharge, if any), wherever applicable, backed by necessary proof shall be paid upon submission of the following documents (separate claims for applicable statutory payments will not be entertained).

- Certificate from Head of the Branch that the works have been completed and site handed over with date of handover (as per the checklist to be provided by the Bank while placing the purchase order).
- Invoice cum Bill of materials (two copies)
- Claim letter from the bidder that the amount indicated in the invoice are correct based on the actual work done. In case the amount claimed is proved to be in excess at the time of final payment, the Bank reserves the right to charge interest @ 16% p.a for the excess amount drawn and the excess payment with interest will be recovered from payments due.
- Applicable TDS, WCT shall be deducted.

- ii) **Final Payment:** The balance (30%) payment will be made as follows:

- The quantity/quality of works are to be checked by the Bank's authorised officials of the Bank. If any discrepancies are observed, bidder has to sort out the same without any cost to the Bank during the warranty period.
- The bills shall be accompanied by a certificate of completion from the Bank's Technical Officer from Premises and IT Department.

- d. **Payment for Managed Services:** Payment for Managed Services will be made on quarterly in arrears basis from the Head Office.

e. AMC PAYMENT:

The bidder is required to quote separately for Annual Comprehensive Maintenance at site from the date of expiry of three year of warranty period (post warranty).

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- i) The invoice for AMC renewal proposal is to be submitted at our Office at least 30 days before due date for renewal of AMC, every year.
- ii) AMC on ATMs/Cash Dispensers, UPS, ACs, and other equipment shall be paid quarterly in arrears after receipt of claim at the start of each quarter, after completion of warranty / maintenance obligations of the previous year, at the rates quoted in commercial Bid.

During the AMC period , bidder is required to perform the Preventive Maintenance (PM) on Quarterly basis and submit call report without fail. Bank has got right to withhold the payment of AMC for non –performance or non-submission of PM reports..

6. Response to RFP

The submission needs to be made at the address given below, on or before the date and time mentioned in the schedule in the RFP. All envelopes should be securely sealed and stamped. The authorized signatories of the Bidder should initial on all pages of the technical and commercial proposals. Appendix 2 Form A o6 - TO Index can be used as a checklist to ensure that the minimum required details are submitted.

Deputy General Manager (IT),
Bank of Maharashtra
Information Technology,
Head Office,
Lokmangal, Shivaji Nagar,
Pune - 411005

The competitive bids shall be submitted in three parts viz.

1. Eligibility Bid
2. Technical offer
3. Commercial offer

Eligibility, Commercial and Technical Bids shall be submitted in separate sealed sub-envelopes super scribing

"ELIGIBILITY BID FOR BANK OF MAHARASHTRA – SUPPLY, DEPLOYMENT AND MANAGEMENT OF ATMs /CDs UNDER CAPEX MODEL SUBMITTED BY M/s..... ON.....AT PUNE, DUE DATE _____" on top of the sub-envelope containing the Eligibility bid

"TECHNICAL BID FOR BANK OF MAHARASHTRA – SUPPLY, DEPLOYMENT AND MANAGEMENT OF ATMs /CDs UNDER CAPEX MODEL SUBMITTED BY M/s..... ON.....AT PUNE, DUE DATE _____" on top of the sub-envelope containing the technical bid

"Commercial BID FOR BANK OF MAHARASHTRA – SUPPLY, DEPLOYMENT AND MANAGEMENT OF ATMs /CDs UNDER CAPEX MODEL SUBMITTED BY M/s..... ON.....AT PUNE, DUE DATE _____" on top of the sub-envelope containing the commercial bid

These three separate sealed sub-envelopes should be put together in another sealed master envelope super scribing BID for BANK OF MAHARASHTRA – SUPPLY, DEPLOYMENT AND MANAGEMENT OF ATMs /CDs

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 UNDER CAPEX MODEL TENDER REFERENCE NO..... SUBMITTED BY ON.....AT PUNE, DUE DATE
 _____".

The response should be organized and submitted in the following manner:

Eligibility Bid

1. Duly filled up Annexure 4 – Eligibility Criteria Compliance
2. Supporting credential letters or copies of documentation from clients or system integrators certifying compliance
3. 1 compact disk (CD) containing the soft copy of eligibility proposal should be provided

Technical Offer

1. Covering letter as per Appendix 2 Form A 01 – Cover TO
2. Executive Summary
 The Executive Summary should be limited to a maximum of five pages and should summarize the content of the response. The Executive Summary should initially provide an overview of Vendor's organization and position with regards to ATMs/CDs and professional services in Banking Sector. A summary of the Vendor's products and services that will be provided as a part of this procurement should follow. A brief description of the unique qualifications of the Vendor. Information provided in the Executive Summary is to be presented in a clear and concise manner.
3. Delivery Schedule plan Detailed Work Plan (Project Plan) for all the equipments as mentioned in Section 2 "Scope of Work" and Section 2.18 "Project Timelines" of this document. A PERT chart providing the delivery plan and scheduled date of commencement of delivery and completion of the delivery should also be provided;
4. Appendix 2 Form A 02 - Comments on T&C if any from the vendor
5. Queries in the format as given in Appendix 2 Form A 03
6. Manufacturers' Authorization letter in the format provided in Appendix 2 Form A 04 – Manufacturer Authorization
7. Annexure 1 - Conformity Letter
8. Annexure 2 - Conformity with Hardcopy Letter
9. Annexure 8 – Letter of Indemnity on company's letter head
10. Bill of Materials as per format provided in Appendix 1 Form B 01 - Commercial Format (masked)
11. Bid Security Appendix 2 Form A 05 - Bid Security Form
12. Appendix 1 Form B 01 - A copy of the entire Commercial Format after masking the prices with XXX and providing compliance.
13. 1 copy of the masked price bid (masked price bid is a copy of the price bid without any prices). Please note that the masked price bid should be an exact reflection of the commercial bid submitted by the bidder. The Masked price bid should not contain any financial information.
14. 1 compact disk (CD) containing the soft copy of technical proposal should be provided

Commercial Offer:

1. **The bidder shall submit the commercial offer as per the format given in** Appendix 1 Form B 01 – A, Appendix 1 Form B 02 – Part 1 of 5, Appendix 1 Form B 02 – Part 2 of 5, Appendix 1 Form B 02 – Part 3 of 5, Appendix 1 Form B 02 – Part 4 of 5, Appendix 1 Form B 02 – Part 5 of 5.

Please note that if any envelope is found to contain technical and commercial offer in a single envelope, then that offer will be rejected outright.

The bidder should certify that the contents of the Compact Discs are the same as that provided by way of hard copy. In the event of a discrepancy, details provided in the hard copy will be held true.

All the pages of the proposal including annexure, appendices and documentary proofs should be numbered and be signed by the authorized signatory

Copy of the RFP duly putting the seal and signature on all the pages of the document for having noted the Contents and testifying conformance to the terms and conditions set out therein should also be enclosed in the Master Envelope.

The proposal should be prepared in English in MS Word / Excel / Power point format. The email address and phone / fax numbers of the Network Integrator shall also be indicated on sealed envelopes.

Bidder should submit two separate demand drafts/banker's cheques / pay orders/ Bank Guarantee drawn in favor of Bank of Maharashtra payable at PUNE towards Application Money and Bid security as stated in section 1 of this document.

Paper copies of RFP response should be submitted along with Demand draft / Banker's cheque / Pay order for application money (which shall be non- refundable and bid security deposit and electronic copy (Microsoft word and Excel on CD ROM) of technical bid submissions must be submitted to the bank at the following address:

The Deputy General Manager,
Information Technology
Bank of Maharashtra
3RD Floor, Head Office 'Lokmangal' 1501,
Shivajinagar,
Pune - 411005,

The sealed bid envelopes as mentioned above should be dropped in the Tender Box kept in the Information Technology Department. The following officials shall be available for any assistance.

Shri Girish Prabhu, Senior Manager - IT
Smt. Anuradha Palnitkar, Manager-IT
Shri Nihar Ranjan Barik, Manager-IT

Submission will be valid only if:

Copies of the RFP response documents are submitted as per defined clauses in RFP and before the mentioned RFP closing date and time. Submission is not by Fax transmission Only one Submission of response to RFP by each service provider will be permitted.

In case of partnerships / consortium, only one submission is permitted through the lead service provider. Last date for submission of the response to the tender document is mentioned in Section 1 of this document.

All responses would be deemed to be irrevocable offers / proposals from the Vendor's and may if accepted by the Bank form part of the final contract between the Bank and the selected Vendor. Bidder is requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses (Appendix 2 Form A01 – COVER TO). Unsigned responses would be treated as incomplete and are liable to be rejected.

Contact Details for Responding to the Proposal

The bids (arranged as mentioned above) to be submitted, should be addressed to Deputy General Manager (IT), Bank of Maharashtra Information Technology, Head Office, Lokmangal, Shivaji Nagar, Pune - 411005 before the due date & time as per section 2.19 of RFP (Schedule of events) of the RFP . The offer submitted anywhere else is liable to be rejected.

7. Disclaimer

The RFP 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 vendors. The Bank has the right to ask for other competitive quotations and can award any part or complete work to another vendors whom so ever they feel eligible for the same taking into consideration the price and quality.

Annexure 1 – Conformity Letter

(Performa of letter to be given by all the bidders participating in the RFP for SUPPLY, DEPLOYMENT AND MANAGEMENT OF ATMs /CDs under CAPEX MODEL on their official letter-head)

Date:

To,

The Deputy General Manager,

Information Technology.

Bank of Maharashtra, Head Office

'Lokmangal' 1501, Shivajinagar, Pune - 411005

Sir,

Sub: RFP FOR SUPPLY, DEPLOYMENT AND MANAGEMENT OF ATMs /CDs under CAPEX MODEL

Further to our proposal dated XXXXXXX, in response to the RFP document (hereinafter referred to as “**RFP DOCUMENT**”) issued by Bank of Maharashtra (“**Bank**”) we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP document and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, provided however that only the list of deviations furnished by us in Appendix 2 Form A 02 of the main RFP document which are expressly accepted by the Bank and communicated to us in writing, shall form a valid and binding part of the aforesaid RFP document. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorised Signatory

Designation

Bidder's corporate name



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Annexure 2 – Conformity with Hardcopy Letter

(Proforma of letter to be given by all the bidders participating in the RFP for SUPPLY, DEPLOYMENT AND MANAGEMENT OF ATMs /CDs under CAPEX MODEL on their official letterheads)

Date:

To,

The Deputy General Manager,

Information Technology.

Bank of Maharashtra , Head Office

'Lokmangal' 1501, Shivajinagar, Pune - 411005

Sir,

Sub: RFP FOR SUPPLY, DEPLOYMENT AND MANAGEMENT OF ATMs /CDs under CAPEX MODEL

Further to our proposal dated XXXXXXX, in response to the RFP document issued by Bank of Maharashtra (“**Bank**”) we hereby covenant, warrant and confirm as follows:

The soft-copies of the proposal submitted by us in response to the RFP document and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal required to be submitted by us, in all respects.

Yours faithfully,

Authorised Signatory

Designation

bidder's corporate name

Annexure 3 – Bidder scoring chart

Bidder Scoring chart - Technical evaluation

Sr. No.	Description	Maximum Score	Scoring Mechanism	Credentials
1	Compliance to Technical requirement	300	The Compliance factor will be scored.	Compliance to Annexure 1
2	Overall proposal, Site Preparation and Adherence to Project Plan - Technical bid	100	The scoring will be based on a) Correctness and completeness of the proposal c) Project Plan - Compliance to timelines	Documents submitted in Technical Bid
3	Technical Presentation	100	-	
Total		500		

Note

1. The cutoff criteria of the above evaluation parameters is minimum 400 marks across all three above sections
2. In Section 1 Compliance to Technical requirement - The Bidder must score a minimum of 95% compliance, even if the bidder meets the 400 mark cut-off and does not meet this criteria of 95% compliance to section 1, bidder would have deemed not to be meeting the RFP Technical requirements.
3. Bidder needs to provide relevant credentials for all of the above points, for scoring.
4. Bank has the right to reassign the Bidder provided score in the RFP, before scoring. This can be based on the feedback from Product site visits etc.
5. The Technical Evaluation will be done by the Bank's Team / appointed consultant; and the scoring done by the bank will be final

Annexure 4 – Eligibility Criteria Compliance

The bidder needs to comply with all the eligibility criteria mentioned below to be evaluated in Eligibility bid evaluation phase. Non-compliance to any of these criteria would result in outright rejection of the Bidder's proposal. The bidder is expected to provide proof for each of the points for eligibility evaluation criteria. Any credential detail not accompanied by required relevant proof documents will not be considered for evaluation. All credential letters should be appropriately bound, labeled and segregated in the respective areas. There is no restriction on the number of credentials a bidder can provide.

The decision of the Bank would be final and binding on all the Bidders to this document. The Bank may accept or reject an offer without assigning any reason what so ever.

Criteria for Eligibility Compliance are given in below table:

#	Criteria	Supporting required	Bidder's Compliance (Yes/No)
1	Bidder should be a registered company in India under Companies Act 1956 and should have been in operation for a period at least two years as on date of RFP.	Copy of the Certificate of Incorporation and Certificate of Commencement of Business.	
2	Bidder should be in the business of supplying, installing, commissioning and maintaining of Automated Teller Machines (ATMs)/Cash Dispensers (CDs) in India for last seven years.	Certificate from Banks or the purchase orders copies received from Bank.	
3	The bidder should be the Original Equipment Manufacturer (OEM) or their authorized representative in India. An authorization letter from manufacturer to this effect should be furnished.	Production certificate of the product manufacturing company or authorisation letter from OEM	

4	<p>Bidder should have installed at least 7500 ATMs/CDs & prepared 4000 ATM sites in India as on date under capex (Assets should be owned by Bank), Out of which Bidder should have installed 1000 ATMs/ CDs/ATMs + Site preparation under capex (Assets should be owned by Bank) at least in 3 Banks put together out of which 1 Bank should be public Sector Bank in last 3 financial years.</p> <p>Bidders or wholly owning parent company who have experience in Managed and other allied Services including but not limited to 24 X 7 monitoring, call escalation, FLM, SLM, replacing consumables, housekeeping, EJ pulling, cash forecasting and cash replacement etc. for at least 7500 ATMs in India in the last two years.</p>	<p>Supported by documentary evidence and also copies of the Service Contracts wherever entered. (Bidders who have not firmed up arrangements with other vendors / sub-contractors will not be Considered). Letter from the concerned organization confirming successful implementation of ATM project with them to be submitted with following details</p> <p>Name of the client Number of Locations Type of Model Scope of Project Name of the person who can be referred to from Clients' side, with Name, Designation, Postal Address, Phone and Fax numbers, E- Mail Ids, etc., (Attach copies of purchase orders) The bank reserves the right to accept or reject without assigning any reason thereof.</p>	
5	Bidder should have support centers at least at 100 locations in India.	List of service centres with complete addresses and contact numbers	
6	The production unit / factory of the brand of the ATMs/CDs being quoted should be ISO 9001:2008 certified. If the production unit is outside of India, it should meet equivalent international standards	Certificate from the OEM and self certification.	
7	Bidder or its wholly owned parent company should have maintained Positive Net Worth / Net Profit during the last three financial years, i.e. 2010-11, 2011-12 and 2012-13.	Audited Financial statements to be submitted..	
8	Minimum annual turnover should not be less than Rs. 100 crores in the last three financial year as per audited financial statements.	Audited Financial statements to be submitted.	
9	Bidder should have a disaster recovery centre and business continuation plan in place.	Documentary Proof with copy of Plan.	

10	Bidder should also have internal control and audit measures in place. Audit report from external auditor must be submitted as a proof.	Copy of latest Audit Report.	
11	Bidder should not have been blacklisted by any PSU Bank / IBA/RBI during the last five years.	Self Declaration on companies letter head	
<p>Note: Consortium of bidders may participate in the tender. The leader of the Consortium and partners together should satisfy the Eligibility Criteria laid down. However, the minimum annual turnover of the lead bidder of the consortium should not be less than Rs. 100 crores in the last financial year as per audited financial statements. Only the Leader of the Consortium would enter into agreement with the bank. The liability for execution of the contract awarded will be with the leader of the Consortium.</p>			

Annexure 5 – Technical Functional Specifications

The bidder is required to supply the ATMs/ CDs with the specifications detailed below. However, if all specifications are not readily available in the various models on offer, the bidder may roll out ATMs/ CDs with different specifications for a period of first 6 months by which time the bidder should have the upgrades available. After the expiry of the first 6 months, the bidder is expected to fulfill the specifications in all the machines supplied earlier as well.

Sl.No.	Features	
1	Type of CD: Lobby Model with front replenishment	
2	Processor within CD	
2.1	Intel /Pentium/ATOM/ AMD @ 1.66 GHz or higher	
2.2	Minimum 2 GB DDR RAM or higher	
2.3	Primary HDD - Minimum 160 GB or higher SATA HDD, Secondary HDD – Minimum 500 GB or higher SATA HDD	
2.4	USB Ports in front for front access ATMs/ CDs, DVD writer with latest specification & with controller card, 1 RS 232 Serial port and 2 or more USB ports, 1 Ethernet Card 100 Mbps with RJ45 port, MPEG full motion video with voice guidance support to play both MPEG and wave / sound file	
2.5	Bidder to provide windows 7 licenses or Win POS 2009 Ready “Windows 7 or above with latest Service Pack. In case bidder is not able to provide Windows 7 then, version downgraded to Windows XP need to be provided. The Bidder should note that windows XP support is being withdrawn by Microsoft. Hence the bidder is responsible to enable Windows 7 before expiry of support at no additional cost to the Bank. Furthermore the bidder should ensure that on upgradation, there should be no disruptions of service and there should not be any performance related issues faced. Bidder to provide self certification	
2.6	8 Function Keys (FDK) with Braille sticker/embossing , Capable of interactive Voice guidance to customer & digitalized WAV files in indian accent for the same in all the three languages to be provided by the bidder (Hindi, English & Local Language)	
2.7	OS hardening (with Firewall). CD should be adequately hardened and only white listed necessary services run in the system. No malware including viruses, worms and Trojans enter the CD and Affect the system.	
2	Currency Chest	
2.1	UL 291 Certified (or Bidder to Get Certificate within 6 months from date of awarding the contract failing which Bank will levy a penalty of Rs. 1000/- per month per CD) Secure Chest to be chosen by banks based on whether they would deploy outside or not.	

2.2	At a minimum, Dual Combination electronic locks to open the safe and audit trail without any hardware change. (Locking Mechanism to comply with Standards like UL 437 VDS Class etc) (Mention Model).	
2.3	Alarm sensors for temperature status, vibration status and chest open status while sending Signal/Messages to Switch/ ATM Management Centre with hooter and complete installation at site	
3	Dispenser	
3.1	Friction/Vacuum pick/ Robotic arm based technology	
3.2	Dispense up to 40 notes per transactions	
3.3	Multi-media dispenser (Capable of dispensing currency, coupons, travelers' cheques, stamps, tickets, etc.,) with bunch presenter	
3.4	Dispense ATM fit notes	
3.5	Indication of proper insertion of cassettes, if cassettes are removable	
3.5	Four-Pick Module with 4 cassettes configuration (For Rural ATMs/ CDs, bidder may deploy machines with 2 cassettes also but the machine must be upgraded to 4 cassettes within 6 months, failing which banks will levy a penalty of Rs. 1000/- per month per CD)	
3.6	Divert cassette bin	
	Minimum 4 programmable secured cassettes, with lock and key	
3.7	Cassettes in ATM should hold minimum of 2500 new notes each	
3.8	Capable of dispensing Rs.50/-, Rs./100/-, Rs.500/- and Rs.1000/- notes. All cassettes should be capable of dispensing all Notes. Dispense used notes	
3.9	Dispense 4 or more notes per second	
4	CASH ACCEPTOR (Optional)	
4.1	Single-note acceptor, to accept denominations Rs. 50 to Rs. 1000, of teller grade	
4.2	Traceability of currency pieces to specific transactions	
4.3	Deposit cassette capacity (Divert cassette bin can be used for it): 1000 pieces	
4.4	The note acceptor should be capable of detecting fake/counterfeit notes (Fake / counterfeit currency notes detected should be dealt with as per the extant RBI guidelines)	
5	Hybrid Dip Reader for Smart Card and Magnetic Stripe	
5.1	Hybrid Dip Reader for EMV Chip Smart Card and magnetic strip cards. CD should be ready for reading EMV chip data from EMV card with required integrated software	
5.2	Dip SMART card reader capable of reading track 1 and 2	
5.3	Conformance to VISA /Master /RuPay standards	
5.4	Capable to read HYCO Card	
5.5	EMV level 1 and 2 Version 4.0 or later, as certified for Smart Card	
5.6	Software /firmware/license for using smart card on ATM	

6	Customer Interface on ATM	
6.1	SVGA compliant color LCD touch screen monitor of 15" or higher with 1024X768 resolution or higher with 8 FDKs	
6.2	Monitor should be capable of displaying graphic features such as animation, blinking, fade-in fade-out, sprinkle, horizontal & vertical scrolling and time & date	
6.3	CDs should have privacy screen filter which enables the view of the ATM screen only to the customer standing in front of the ATM.	
6.4	Rugged spill proof Triple DES enabled keyboard with polycarbonate tactile /stainless Steel (EPP pin pads) keys. EPP Keypad to be PCI version 1.3 or later compliant. Braille keys	
6.5	EPP key pads to be with EMV Version 5.0 or later, as certified, EPP key pads to be PCI compliant.	
6.6	Touch Screen (with support for visually handicapped through 8 Function Keys).	
6.7	8 Function Keys (FDK) with Braille sticker/embossing	
6.8	Capable of Voice guidance to customer & digitalized WAV files in indian accent for the same in all the three languages to be provided by the vendor	
6.9	Trilingual Screen Support.	
6.10	Vandal screen with Privacy filter (optional-to be decided by banks)	
6.11	PIN and finger print authentication (UIDAI compliant) as and when it comes	
6.12	Finger Print Reader: UIDAI certified finger print scanner for Aadhaar enabled Payment System in the fascia (The details of the certified scanners are available in uidai PORTAL. Some of the models are : Morpho /MS01350E, Morpho /MS01350E2, Morpho /MS01300E, Mnatra/MFS100, CSD-200, FM220 and Realscan G1)	
6.13	The CD should be capable of being upgraded to support Bio-metric functions without any additional cost to the Bank	
7	Security	
7.1	Capable of supporting Remote key Management DES/RSA.	
7.2	Triple DES chip with encryption / verification / validation software. Should support AES without any additional hardware/ software charges.	
7.3	The PIN Pad must also meet Master/Rupay/Visa requirements on Tamper Resistant Security Module which enables automatic destruction of Secret keys in case of attempt to interface with the encryption system	
7.4	CDs should have PIN pad shields covering all three sides to avoid shoulder surfing or capture by the external camera.	
7.5	CD should be provided with Anti-virus solution to facilitate blocking of malicious codes/traffic entering the CD. Alternatively, the bidder should provide CD specific firewall to take care of intrusion detection, port scans	

7.6	CDs should have rear mirrors covering majority area of the ATM site which allow users to see what is happening behind him when he/she enters the PIN (shoulder surfing).	
8	Integrated ATM Surveillance Solution	
8.1	Solution must be capable of capturing image of the person approaching and performing transactions at the ATM. The camera should be internal to ATM	
8.2	Solution should be able to store the images in a digital format for minimum 3 months at an average of 300 transactions per day.	
8.3	The solution should use minimum two cameras in different angles, one inside the CD and another in the CD Cabin. Camera should be suitably positioned to take image of the person even under normal lighting conditions. Camera should not capture the hand movement while entering the PIN. It will be the responsibility of the bidder to ensure that the images so captured are able to identify the persons entering the ATM room.	
8.4	At no point the cameras should focus on ATM keypad (Mask must be implemented on keypad area). All the camera images should have timestamp by default.	
8.5	The cameras should be pilfer proof.	
8.6	The system should have adequate provision for storing the images, back-up and archived images. CD must have two hard disk of 500 GB Capacity for ATM operation and storing the images data.	
8.7	Solution must be configurable to suit different site requirements and must be capable of performing under extreme light and heat conditions.	
8.9	Solution must be able to capture & stamp the transaction information on the images.	
8.10	The solution must have a search facility to locate an image/event by date & time, card no., transaction reference no. and ATM ID	
8.11	The solution must be capable of being monitored from a central location	
8.12	The solution must not degrade the performance of ATM, e.g. speed of normal transaction	
8.13	The hardware should be integrated within the ATM	
9	Software Agent	
9.1	The CD should be capable of supporting a third party software agent such as SDMS/ Radia / Infobase etc. The bidder should also agree to install any software selected by the bank at no extra cost to the bank	
9.2	Should be capable of interface with the Bank's Switch Base24. Should have Software for reading the EMV chip cards	
9.3	The ATM should be capable of supporting third party software for eJ pulling services and provide software upgradation/ distribution.	
10	Application Software	
10.1	The software should be capable of performing multifarious functions listed above and elsewhere in this document	

10.2	Capability to support MPEG full motion video	
10.3	The software should have the utility for converting files containing transaction details into ASCII format	
10.4	The software roadmap should include support for remote key transport and XFS as well as IFX message standards	
10.5	Software for Electronic Journal pulling by Managed Service bidder DVSS monitoring software	
10.6	Configurable Bar Code reader software, DVSS monitoring software and EMV card reader software	
11	Connectivity	
11.1	Should have Network Interface Card 11/110 Mbps	
11.2	Should connect to the existing Switch using NDC or DDC device handler. As and when BIS comes up with an alternate Indian standard device handler, the bidder must provide upgrade to this standard free of charge	
11.3	ATM must support TCP/IP, IPv4 and IPv6	
12	Others	
	Journal Printer	
12.1	36/40 column Graphic Thermal printer to print audit trail as per Bank's requirement	
12.2	Electronic journal to be also written on ATM hard disk. The solution should include a EJ viewer.	
12.3	Support centralized EJ Pulling. 5 GB space should be earmark in CD for EJ files. Solution should include a EJ Viewer.	
12.4	Low media warning for all items viz. bills, journal roll, consumer printer roll etc.	
	Receipt Printer	
12.5	40/36 column Dot Matrix/Graphic Thermal printer to print various information pertaining to the transaction executed by the customer, log of the transactions etc.	
12.6	Auto paper cut facility to throw the receipt to the customer	
12.7	Low media warning for all items viz. bills, consumer printer roll etc.	
12.8	Printing of Receipt should be in Local language also(Trilingual)	
12.9	Transactions to be made available	
12.10	Cash withdrawal- both inter and intra bank	
12.11	PIN Change	
12.12	Balance enquiry	
13	Optional Transactions (other value-added services may evolve)	
13.1	Mobile top-up	

13.2	Bill payments (Utility, fees, insurance premium etc.) (Intrabank)	
13.3	Mini statement for last 12 transactions	
13.4	Fund transfer	
13.5	Register for mobile banking	
13.6	Request for cheque books	
13.7	Request for statement	
13.8	Mobile based money withdrawal	
14	Other features	
14.1	Should be operational in a wide range of 12 to 45o C temperature and humidity conditions from 12 to 90 RH.	
14.2	Energy saving features. ATM should consume under 120W peak power. (Bidder to Pay Electricity Charges at On-site ATM also)	
14.3	Remote Status Indicators: CD should have remote status indicators for Low paper , Low currency, Currency Jam, Divert bin Full, CD out of service, Paper jam in printers, Printer fatal, Other indicators and	
14.5	The CD should be scalable / upgradable in terms of RAM (memory), HDD, Card Reader to read Smart Cards / Hybrid cards	
15	SOLAR UPS SYSTEM (Optional)	
15.1	Should be able to work 325 days a year supporting 300 transactions (including all kinds of transactions) a day and work for at least 16 hours in a day using solar power alone without grid power.	

Note: There should be no restrictive tool/software which would prevent the Bank from maintaining the machine through any service provider of its choice.



बैंक ऑफ महाराष्ट्र
Bank of Maharashtra
भारत सरकार का उद्यम
एक परिवार एक बैंक

Supply, Deployment and Management of ATMs /Cash Dispenser under Capex

Model

Annexure 8

LETTER OF INDEMNITY TO BE GIVEN IN THE COMPANY LETTER HEAD

To
The Deputy General Manager,
Bank of Maharashtra
3RD Floor
Head Office 'Lokmangal' 1501,
Shivajinagar,
Pune – 412105

Sir,
We refer to our bid for your RFP No. Ref No. _____ dated _____ for Supply, Deployment and Management of ATMs /Cash Dispenser under Capex Model.

We, _____ (Company) hereby undertake to indemnify Bank of Maharashtra and agree to protect and hold the Bank harmless against all claims, losses, costs, damages, expenses, action suits and other proceedings resulting from infringement of any patent, trademark, copyrights etc.

The Bank undertakes to: (i) give prompt notice to the Bidder concerning the existence of the indemnifiable event; (ii) grant authority to the Bidder to defend or settle any related action or claim; and, (iii) provide, at the Vendor's expense, such information, cooperation and assistance to the Bidder as may be reasonably necessary for the Bidder to defend or settle the claim or action. Bank's failure to give prompt notice shall not constitute a waiver of the Bank's right to indemnification and shall affect the Vendor's indemnification obligations only to the extent that the Vendor's rights are materially prejudiced by such failure or delay. Notwithstanding anything to the contrary set forth herein, (i) the Bank may participate, at its own expense, in any defense and settlement directly or through counsel of its choice, and (ii) the Bidder shall not enter into any settlement agreement on terms that would diminish the rights provided to the Bank or increase the obligations assumed by the Bank under this Agreement, without the prior written consent of the Bank. If the Bidder elects not to defend any claim, the Bank shall have the right to defend or settle the claim as it may deem appropriate, at the cost and expense of the Vendor, and shall be entitled to deduct from payments to the Bidder such costs and expenses as may be incurred by the Bank provided however should the amount payable to the Bidder be insufficient to recover the expenses incurred by the Bank, the Bidder shall promptly reimburse the Bank for all costs, expenses, settlement amounts and other damages.

In the event of any loss or damage on account of error in reconciliation, any reason whatsoever, Bidder shall liable to the Bank for each such event and in respect of each occasion at which such event occurs. If the Bank is in a position to recover a part of or the entire amount of loss suffered by the Bank from its insurance claims and provided that the Bidder has reimbursed the Bank of the entire loss, the amount recovered by the Bank from the insurer shall be refunded to the Vendor.

Bidder is also liable to bear any losses for failure on part of the bidder that bank or customer suffers owing to lapses in reconciliation or due to occurrence of any fraudulent transactions going unnoticed on account of reconciliation failure, security procedures or standards. The Bidder shall adequately compensate the bank for any loss occurred to the bank due to the any system/Procedure/Service lacuna of the outsourced agency.

Yours faithfully,

(Authorized signatory and company stamp)

Full name and Designation of authorized signatory

Date:



Supply, Deployment and Management of ATMs /Cash Dispenser under Capex

[illegible]



App 1 form B 02 part 1 of 5

App 1 form B 02 part 1 of 5					
Total Cost of Site Preparation optional Line Items					
Sl. No	Item Description	Qty	Unit	Total	Total Cost =(bxc) +d+e+f+g
	(a)	(Nos)	Price with three years warranty	(b) x (c)	
		(b)	(c)		
1	Price of Items of Site Preparation work (Civil, Interiors mentioned in App 1 Form B 02 part 2 of 5)	500 Sites			
2	Price of Items of Site Preparation work (Electrical mentioned in App 1 Form B 02 part 4 of 5)				
	Total of Optional Items of site preparation work (Civil, Interiors & Electrical works mentioned in App 1 Form B 02 part 2 of 4 and part 4 of 4)				XXXX



App 1 Form B 02 part 2 of 5						
LIST OF ITEMS REQUIRED FOR INFRASTRUCTURE CREATION OF						
PROPOSED ATMs/ CDs CENTRE FOR Bank of Maharashtra						
A. Mandatory Items						
A	Construction	1	2	3	4	5
Sl. No.	Particulars	Qty per site	Rate	Per/ unit	Amount	Remarks
1	Providing & fixing 16" x16"x 7mm thick plain vitrified Glazed tiles ceramics of approved shade . tiles to be fixed diagonally (Rate only)	100		PSft		
2	Providing & fixing 20 mm thick polished granite for Sides of steps, Risers,& for external areas . The color should be Lavender Blue.	45		PSft		
3	Providing & fixing cement tiles for exterior paving including curing, cleaning etc complete (50		PSft		
4	Providing & fixing 20 mm thick polished polished granite for exterior surfaces of walls with grooves.	100		P. Sft.		
5	Providing and fixing 7mm thick plain vitrified tiles for skirting of 4 inches ht. ceramics of approved shade.	35		R.ft.		
B	RAMP AND PARTITIONS etc					
1	Providing & constructing Brick work in cement mortar 1:4 including racking the joints, for ramp using first quality bricks including curing	50		C.ft.		
2	Providing & constructing 9" th. Solid block masonry in CM 1:5 including racking the joints plastered of 12mm average th. On both sides with sponge finish/ lime rendering including necessary scaffolding curing etc complete (UPS room)	80		Sft.		
C	FALSE CEILING					
1	Providing & fixing gypsum board false ceiling with GI frame work all as per drawings & instructions of the Architect / Bank.	100.00		Sft		
2	Providing & fixing 2 to 3 line POP cornice (as per drawings)	50.00		R. ft		



3	providing Cutouts for light fixtures	4.00		Each		
D	MAIN ENTRANCE					
1	Providing and fixing 8 mm thick glazed entrance door with powder coated standard medium gauge aluminum 85-100 mm wide top and bottom frame anti-shatter film, floor spring of Everite/ Hemco/Hyper or equivalent make, Godrej or equivalent Lock, Customized handle, Necessary etching only on the middle portion of the glass etc complete all as per drawings and instructions of the Architect/ Bank. Etching on all area of the middle portion with transparency of the letters "Bank of Maharashtra" and "CDs" in the drawings. No etching on top and bottom areas as per Architects drawings. Handle 2 nos. 1 inch dia and 1ft 6 inch long. devoid of any drilling on glass and will be provided on two sides as per drawings and sketches. Glass specified is Saint Gobain or Modi float or equivalent If any deviation is there in the drawings on etching in drawings the same can be ignored.	30.00		Sft		
2	Providing and fixing 8 mm thick clear glass with powder coated of appx. 85 mm wide aluminum frame. Glass to be laminated with clear anti-shatter film on one side with necessary etching on glass all as per drawings and instructions of the Architect/ Bank.	80.00		Sft		
E	MISCELLANEOUS					
1	Providing & fixing soft board with 9mm th. Ply back & fabric not less than 180 per mtr. With tw molding	8.00		Sft		
2	Providing Visual Merchandising set – with customized branded information panel, Writing ledge, Cheque deposit box and Poster frames of standard sizes for CD room of 10'x10' approx. room size., preferably with Grey color and Bank reserves the right to opt for other colours also depending on the logo colours	1.00		each		
3	Providing & fixing Glow sign board of reputed make made out of high quality flex cloth & translucent Vinyl, including necessary light fittings inside the board (tube lights of Philips or equivalent make) Board should be strictly as per Bank's specification with 5 years warranty from the Principal . However, the bidder is responsible for enforcing the warranty when required. The warranty certificate/s available from the principal shall be made available to the Bank.	30.00		Sft		
4	As above except the size to be approximately 2'x2'.6" – location to be determined as per site construction. Sign Board will be fixed to the wall perpendicular to the Main Sign Board or with pole separately as per location of CD for better visibility.	5.00		Sft		



5a	Demolishing the existing brick / solid block / hollow block masonry with plastering including removing the debris from the site & transporting to contractors own dumping yard for Bricks in Cubic Feet	50.00		C.ft		Not at all locations
5b	Demolishing the existing flooring / solid block / hollow block masonry with plastering including removing the debris from the site & transporting to contractors own dumping yard - for tiles and flooring in Sq ft.	50.00		Sft		
6a	MS rolling shutter (without box)Providing & fixing MS rolling grills with box or enclosures, with necessary locking arrangement both when closed or opened, including painting with 2 coats of synthetic enamel paint over a coat of primer etc complete all as per drawings & instructions of the Architect /Bank (Asian/ J&N / Berger or equivalent) (Sq. Ft.)	100.00		Sft		
7b	Wooden boxing for the above shutter with 12 mm Marine Ply to be covered with grey laminate. Plywood to be boiling water proof (Sq. Ft.)			Sft.		
8	Providing & fixing MS Stands for A.C exterior unit fixed to walls, painted with enamel paint	2.00		Set		
9	Providing & fixing Wooden Storage Cabinet made of ply, on all four sides, 4 shelves inside with wire manager slots, finished with enamel paint in interior and 1.0 mm laminate finish on exterior, appropriate slots to be made for air circulation on either sides, approximate size 3' x 3' x 8' and should accommodate UPS, Batteries, NIU and belongings of Security Guard as per the drawings and instructions of the Architect/Bank. Double door with blue lamination. Louvers to be used instead of slots (No.)	1.00		No		
10	Access Lock pillar – 6" x 6"x 7' box (14 sq ft) to be done with 12 mm ply finished with blue laminate Sq. Ft.)	1		No		
	TOTAL interior & civil works					



App 1 Form B 02 part 3 of 5					
LIST OF ITEMS REQUIRED FOR INFRASTRUCTURE CREATION OF PROPOSED CD CENTRE FOR BANK OF MAHARASHTRA					
	For Air conditioning works and Fire Extinguisher				
Sl No.	Description	Qty	Rate	Unit	Amount
1	Providing & fixing 1T High Wall Split ACs of reputed make with 100% standby unit; timer unit to be provided for alternate operation of the two A.C units thus provided. Copper, drain pipe length not exceeding to 5.0 Mtr. including internal/external 1/2/3 KVA Voltage stabilizer as per the requirements Copper Piping standard is 5 meters. Copper cabling > 5 Mtrs is on chargeable basis for AC installation at mutually agreed rates..	2		Set	
	Total				



App 1 Form B 02 part 4 of 5					
LIST OF ITEMS REQUIRED FOR INFRASTRUCTURE CREATION OF					
PROPOSED CD CENTRE FOR Bank of Maharashtra					
A.Mandatory Items					
SI No.	Description	Qty	Rate	Unit	Amount
		1	2	3	4
1	<p>Providing and fixing a modular Distribution box comprising of Enclosure of approximate dimensions 600x665x100 mm comprising of</p> <p>4 pole ELCB 300 MA – 1 no</p> <p>7 nos. Single Pole MCBs to control</p> <ul style="list-style-type: none"> ➤ 8 nos. UPS power sockets ➤ light through backup power (4nos) ➤ UPS power to CD ➤ 2 nos. Raw power sockets ➤ digital timer ➤ 2 nos. General Lighting and ➤ stabilizer output <p>Double pole MCB – 2 Nos. for input to UPS DB and input for stabilizer.</p> <p>Triple pole MCB –01 no. for input to Power DB</p> <p>Provision to be made for 2 nos. timer switches (1 no for AC and 1 no or signage)</p> <p>Aircon timer will be charged extra under the item as applicable</p> <p>Providing and installing Digital timer for signage</p> <p>Three way connector- 5 nos. (2 no for general lighting, 1no for emergency light 1 no for signage and 1 no for UPS power to CD)</p> <p>Power points – 10 nos. (2nos for CD, 2 nos. for NIU, 1 no each for monitor, camera, text interface, card access, and 2 nos. spare power points).</p> <p>Smoke detection system with hooter</p>	1		Set	
2	Supply & fixing 2 no 25 A DP MCB in MS box & necessary interconnections	1		Set	
3	Supplying & fixing sub mains using 4 nos. of 6 sq mm & 1 run of 4 sq mm copper wires in 2 mm th pvc pipe / casing & capping	40		Mtr	
4	Supplying & fixing UPS input circuit using 2 runs of 6 sq mm & one run of 4 sq mm copper circuit in pvc casing & capping / 2 mm th pvc pipe	150		Mtr	



5	Supplying & fixing AC power circuit using 2 runs of 4 sq mm & one run of 2.5 sq mm copper circuit in pvc casing & capping / 2 mm th pvc pipe	80		Mtr	
6	Supplying & fixing 20 A industrial plug & socket with 25 A MCB in metal box enclosures	2		Set	
7	Supplying & fixing 30 A industrial plug & socket with 32 A DP MCB with necessary connections	2		Set	
8	Supplying & fixing 6 A Universal socket switch modular type with back box	3		Set	
9	Providing light point wiring controlled by 6 A modular switch controlled by 6A modular switch using 3 runs of 1.5 sq mm copper wires in pvc casing & capping / 2 mm th pvc pipe	9		No	
10	Supplying & wiring 2 runs of 2.5 sq mm & one run of 1.5 sq mm copper wires in pvc casing & capping / 2 mm th pvc pipe	50		Mtr	
11	Providing Earthing pit size 3' x 3' x 7' deep .Earthing plate to be 60 cm x 60cmx3mm Copper with central hole connected with 10 SGW wire with brass nut and bolt to meter, pit to be filled with charcoal layer, further with 6" to 8" soil, followed by second / third layer subsequently till the top. Open pipe 1.5" diameter to be inserted in to the pit up to the earthing plate filled with water when dry, pipe should be above ground level with a funnel For UPS , CD and Lightening arrestor to be located as per site location	3		L/S	
12	Providing & wiring with 8 SWG Copper wire in pvc conduit for VSAT Disc (Unit meter rate)	50		Per Mt.	
13	Providing & fixing t 12" x 12" mirror optic fixtures with white diffusers (each) Total:4	2		each	
14	Providing & fixing daylight type lights for the above fixtures (2Tube lights/Unit)	2		each	
15	Providing & fixing Philips / wipro or equivalent 2' 0" x 2' 0" mirror optic fixtures with white diffusers (rate only) (each)			each	
16	Philips or equivalent swivel semi-recessed ceiling mounted spotlight (white round) wipro, Philips or equivalent (each)	4		each	
17	Providing & fixing 2" Patti tube light fitting with tube light	2		each	
18	Providing & fixing 1 x 11 w CFL mirror optic fixture	1		No	
19	Providing Telephone point / jack RJ 11 (Mk, Crabtree or equivalent) for logic type board	2		No	



19a	Providing and laying 8 pair telephone cabling in 20 mm dia PVC conduits (Delton / Johnson / Finolex or equivalent) from junction to sockets	15		Mtr	
20	Providing & fixing 1 KVA UPS (with 8 hours back up) of reputed make Note: The bidder should necessarily indicate the name of the brand while submitting the proposal along with the specifications offered. Technical specification evaluation of UPS will be made by the Bank to assess the specs conform to the Bank's requirements.	1		No	
21	Main cabling from Meter to CD site 4 mm square per meter			R. Ft.	
22	Light Fittings for Poster Frames Wall mounted flexible gooseneck spotlights or equivalent with built in transformer 12V, 35 Watts of light from, Decon or equivalent Make and LFH 123 - 2 nos. for wall posters suggested (No)	2		No.	
	Total				



App 1 Form B 02 part 5 of 5			
Commercial format for Managed Services			
Details	Rate per month per CD (Rs)	Period (months)	Total cost per CD for (60 months) (Rs)
Per Month rate of managed services per site for ATMs/ CDs as per scope of work defined in Annexure---		60	
GRAND TOTAL-			



Notes:

- a. The Commercial offer shall be on a fixed price basis.
- b. The rate quoted by the Bidder should necessarily include the following:
 - AMC for ATMs/ Cash Dispensers, ACs and Fire Extinguisher is for two years after 3 year warranty.
 - UPS as well as the Battery Bank, carries free warranty period of One year.
 - UPS without Battery Bank will carry 2years AMC after three year free warranty .
 - The above quotes are inclusive of all applicable costs and taxes like customs duty,excise duty, import taxes, freight, forwarding, insurance, delivery, installation, training etc. at the respective delivery location of the bank but exclusive of only applicable Service Tax and Octroi / Entry Tax / equivalent local authority cess, which shall be paid / reimbursed on actual basis on production of bills. The price quoted by the vendor should not change due to exchange rate fluctuations, inflation, market conditions,increase in custom duty, excise tax etc. Further, receipts of such payments made to relevant authorities must be produced for Octroi / Entry Tax / equivalent local authority cess. The Bank will not pay any other taxes, cost or charges. Any upward /downward revision in the tax rates from the date of the bid submission will be to the account of the Bank.
 - Transportation, forwarding and freight charges of all equipment to the site;
 - Comprehensive Insurance to cover equipment during transit period and until installation and acceptance of equipment by the Bank; the equipment shall be fully insured in Indian Rupees (INR). In case any loss or damage occurs, the Bidder should be responsible for initiating and pursuing claims and settlement and also make arrangements for repair and/or replacements of any damaged item/s;
 - Services which are required to be extended by the Bidder in accordance with the terms and conditions of the contract.
 - Arithmetical errors, jf any, in the price breakup format will be rectified as under:
 - If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the bidder does not accept the correction of errors, the bid will be rejected.
 - If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total bid price for the bid shall be taken as correct.
 - If the bidder has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.

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

Place.

AUTHORISED SIGNATORY

Date:

Name:

Designation:

Appendix 2 Form A 01 – Cover TO

Date:

To

The Deputy General Manager,
Bank of Maharashtra
3RD Floor
Head Office 'Lokmangal' 1501,
Shivajinagar,
Pune – 412105

Dear Sir,

1. Having examined the Scope Documents including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, install and maintain all the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Scope Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Scope.
2. If our Bid is accepted, we undertake to abide by all terms and conditions of this Scope and also to comply with the delivery schedule as mentioned in the Scope Document.
3. We agree to abide by this Scope Offer for 180 days from date of Scope (Commercial Bid) opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
6. We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.

Dated this.....by20

Authorized Signatory

(Name: Contact Person, Phone No., Fax, E-mail)

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



Appendix 2 Form A 02 – Comments on T&C

Comments on the Terms & Conditions, Services and Facilities provided:

[Please provide your comments on the Terms & conditions in this section. You are requested to categorize your comments under appropriate headings such as those pertaining to the Scope of work, Delivery timelines, Terms & Conditions etc. You are also requested to provide a reference of the page number, state the clarification point and the comment/ suggestion/ deviation that you propose as shown below.]

Sr. No.	Page #	Point / Section #	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation
1				
2				
3				
4				
5				
6				
7				
8				
9				

Date:

Authorised Signatory & Stamp

(Name: Contact Person, Phone No., Fax, E-mail)



Appendix 2 Form A 03 – Query Format

Queries:

Sr. No.	Page #	Point / Section #	Query	Banks Response (Bidder Should not fill in this column)
1				
2				
3				
4				
5				
6				
7				
8				
9				

Date:

Authorised Signatory & Stamp

(Name: Contact Person, Phone No., Fax, E-mail)



Appendix 2 Form A 04 – Manufacturer Authorization

<< Manufacturer Authorization letter >>

<<On company letterhead>>

Date:

To,
The Deputy General Manager,
Bank of Maharashtra
3RD Floor
Head Office 'Lokmangal' 1501,
Shivajinagar,
Pune – 412105

Dear Sir,

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

We, hereby extend our warranty for the equipment and services offered for our products supplied against this RFP by the above-mentioned Bidder as per our warranty program.

Yours Faithfully

Authorised Signatory

(Name:

Phone No. Fax E_mail)

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



Appendix 2 Form A 05 – Bid Security Form

The Deputy General Manager,

Information Technology

Bank of Maharashtra

3RD Floor

Head Office 'Lokmangal' 1501,

Shivajinagar,

Pune - 412105

RFP for Supply, Deployment and Management of ATMs /Cash Dispenser
Bond No.

Dated:

BID SECURITY LETTER

1. WHEREAS, (hereinafter called the Vendor) has submitted the Bid dated.....for Supply, Deployment and Management of ATMs /Cash Dispenser more described in the tender documents (hereinafter called Bid) to Bank of Maharashtra.

2. KNOWN ALL MEN by these presents that we having our registered office at(hereinafter called the 'VENDOR') are offering security deposit of Rs. (Rupees) by way of demand draft bearing No. dated drawn on favoring 'Bank of Maharashtra' to Bank of Maharashtra, 3RD Floor, Head Office 'Lokmangal' 1501, Shivajinagar, Pune - 412105 for the acceptance and carrying out the purchase contract well and truly to be made to Bank of Maharashtra, the Bidder binds itself, its successors and assigns by these presents.

3. If the vendor:

- a) Withdraws its Bid during the period of Bid validity specified by the Bidder on the Tender Documents
or
b) Having been notified of the acceptance of its Bid by Bank of Maharashtra during the period of validity:-

- i. Fails or refuses to execute the contract form if required; or
c) Fails to comply with the terms and conditions contained in the tender document, Bank of Maharashtra has the right to forfeit the Bid Security amount on the occurrence of one or more of the same.

4 The bidder undertake that they will not take duplicate instrument or cancel the demand draft referred above till the bidder get back the demand draft from the Bank of Maharashtra in the course of execution of the contract.

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

Place:

Date:

Seal and signature of the vendor



Appendix 2 Form A 06 – TO Index

Technical Offer/Commercial Bid - Table of Contents

Section #	Section Heading	Proforma Given
	Eligibility Bid Index	
1	Eligibility Criteria Compliance	Duly filled up Annexure 4
2	Credential letters supporting Compliance to each criteria	Credential Letters
3	Supporting to Financial criteria compliance	Balance sheets of respective years.
	Technical Bid Index	
1	Cover Letter – Technical Offer	Appendix 2 Form A 01
2	Executive Summary	Write up
3	Comments on Terms & Conditions	Appendix 2 Form A 02
4	Query format	Appendix 2 Form A 03
5	Manufacturers' Authorization Letter	Appendix 2 Form A 04
6	Bid Security Form	Appendix 2 Form A 05
7	Commercial Format	Appendix 1 Form B 01 - Commercial Format
8	Conformity Letter	Annexure 1
9	Conformity with Hardcopy Letter	Annexure 2
	Commercial Bid Index	
1	Commercial Bid Details with price	Appendix 1 Form B 01

Appendix 3: Service Levels

1. Uptime Calculation

- 1.1. In case the bidder fails to implement the services as stipulated above within 30 days from the date of acceptance of PO, bank reserves its right to terminate the contract and invoke the guarantee. In such an event the Bank will call for new Bids. The bank also reserves its right to inform IBA / RBI / any other regulatory agencies, for blacklisting as deemed fit for such project implementation delay and cancellation.
- 1.2. CD UPTIME: The BIDDER shall ensure that each CD gives 99% uptime. Procedure for calculation of Uptime for the CD Machine is as under:

FACTORS FOR CALCULATION OF UPTIME:

CD breakdown due to technical reason, excluding:

- Network Failure at VSAT due to satellite failure or sun outages
- Existing Switch failure (if switch services are availed at later stage, then this will not be taken into account as exclusions).
- Non-availability of CBS host.
- Admin activities.
- Planned maintenance.
- Any reason either due to the action or inactions of THE BANK and its representatives or for any reason beyond the reasonable control of BIDDER.
- Actual downtime of the Switch

The exclusions detailed above shall be reckoned for while computing CD downtime calculations.

- a) BIDDER shall ensure an uptime of 99% per CD. However, Bank will be reasonable while imposing penalties so that BIDDER is not penalized for the downtime factors which are beyond the control of BIDDER (for e.g. Power downtime beyond agreed back-up, scheduled maintenance, cash replenishment and eod activity, any downtime which is caused due to Banks infrastructure/ network, critical, restricted, unsafe area, etc.)
- b) Total time for which CD machine was in breakdown condition, for any reason i.e. Cash Out, One currency dry or Dispenser issue, Consumable exhausted.
- c) Total time for the specified period (For Ex. a month period it is $31 \times 24 = 744$)

1.3. CALCULATION OF PERCENTAGE UPTIME FOR A SINGLE CD MACHINE

= (Total Time for the specified period – Down Time for that CD) /Total Time for the specified period X 100



For the calculation of total uptime for a specified period for all the CD's, sum of all the percentage uptime for each and every CD will be taken and average calculated.

- 1.4. Uptime is calculated as accessibility / availability of the ATMs/ CDs/ATMs for all types of transactions (list of transactions mentioned in technical specifications) supported on the CD/ATM. Availability should be for the end customer and the customer should be able to perform all transactions (financial & non-financial) that are supported on the CD/ATM including generation of the receipt on completion of transaction, dispensing of cash of all denomination for which ATM is configured.
- 1.5. Availability of ATM Delivery Channel is of critical importance to the bank and therefore, it requires uptime availability, as detailed below, for each CD/ATM for a calendar month (excluding the month in which the CD is installed):
- 1.6. The bidder will maintain a minimum uptime of 98 % for ATMs/ CDs / ATMs

For the purpose of calculation of Uptime, the Bank will treat CD / ATM as "Up" if successful transactions are taking place reported in ATM Switch including business declines on cash withdrawals such as insufficient balance and wrong PIN entries but excluding suspected transactions.

- 1.7. Successful Transactions
 - 1.7.1. The Transaction will be treated as Successful, in case of transaction hitting the Switch but Cash dispensation/acceptance failure causes due to the reasons attributable to the Bank.
 - 1.7.2. The Transaction will be treated as Unsuccessful in case of transaction hitting the Switch but Cash dispensation/acceptance failure causes due to the reasons attributable to the Vendor.
 - 1.7.3. A non financial transaction will be treated as successful only in case of hitting the transaction at Switch.
- 1.8. The following will be Standard Exclusions while calculating availability:
 - 1.8.1. A maximum of 12 hours per month for performance of Supervisory duties and Preventive Maintenance. This includes the time spend for cash loading at the ATMs.
 - 1.8.2. Actual downtime due to Cash Out on account of non-supply of cash by the Bank.
 - 1.8.3. Actual downtime on account of ATM Switch downtime
 - 1.8.4. Force Majeure cases



- 1.8.5. Non availability of connectivity for onsite ATMs
- 1.8.6. Core Banking Solution Host outages
- 1.8.7. Any other cause attributable to Bank's infrastructure

2. Penalties

For failure to ensure minimum availability per CD /ATM calculated on monthly basis, the penalty will be levied as under:

Availability	PENALTY
below 98%	3%
below 97%	5%
below 96%	7%
below 95%	12%
below 94%	12%
below 93%	15%
below 92%	17%
below 91%	20%

Absenteeism of care taker will be charged additionally but total penalty per CD for a particular month will not exceed total monthly charges payable to service Provider for that CD for that month.

3. Other Penalties

- a. The Bidder shall be charged penalty for Cash outs in any CD / ATM due to his lapse at the rate of Rs. 1,000/- per instance, per day. There will be no exclusions (other than standard exclusions) in this regard. **However, for single currency cash out / one cassette cash out the CD ATM may not be treated as Cash Out for the purpose of calculation of Penalty.** This penalty will be in addition to the downtime penalty.
- b. Whenever the bidder is required to produce DVSS images in case of disputed transactions but is unable to do so for any reason **in a reasonable time**, the bidder will be liable to pay the disputed amount.
- c. In case of Preventive Maintenance not being carried out once in quarter and/or Pest Control/Anti-rodent measures not being carried out once in a year, a penalty of Rs. 500/- per instance per site will be levied.
- d. The Bidder will ensure to respond and resolve any issue within the response times as set out below:
 - i. For severe defects resulting in CD being completely non-operational Within 2 hours within municipal city limit



Within 4 hours beyond municipal city limits but upto 30 kms.

Within 6 hours beyond 30 km of the municipal limits

ii. For operational defects in ATMs/ CDs which are still functional and usable

iii. In 4 hours within municipal city limit

Within 6 hours beyond municipal city limits but upto 30 kms

Within 8 hours beyond 30 km of the municipal limits

For failures which are not critical

iv. Within 1 day within municipal city limit

Within 2 days beyond municipal city limits but upto 120 kms Within 4 days beyond 120 kms of the municipal limits

In the event of failure to meet the above timelines a penalty of Rs. 1200/- per instance per site will be levied in addition to other penalties.

- e. For each of the downtime, there should be a base data, which captures the date and time of non-availability (the start date and time and also end date and time for each non-available reason). Reports should be generated automatically from the data based on scheduled tool. In cases of disputes on uptime, Bank's decision will be final.

4. Operationalising the Services

- i. The Bidder shall be responsible for operationalising all the services stipulated under this RFP as per the timelines.
- ii. Any delay in implementation / operationalisation beyond the target date will attract a penalty of Rs. 2,000/- per day per CD / ATM for number of days of delay.
- iii. The CD / ATM will be commissioned after the successful testing of the following On-Us/Off-Us transactions along with successful functioning of the: (i) Cash Withdrawal, (ii) PIN change, (iii) Balance Enquiry (iv) DVSS.
- iv. The bidder is required to supply the ATMs/ CDs / ATM with the specifications as detailed in the Annexure 5 of this RFP. However, if all specifications are not readily available, the bidder may Roll out ATMs/ CDs/ATM with UL-291 compliant safes, which must be UL-291 certified within 6 months from the date of awarding the contract



Annexure 6 – Site Preparation and Electrical Work

A	Construction	Complied(Yes/No)	Comments, if any
Sl. No.	Particulars		
NOTE: All the tiles and granite to be fixed in cement mortar 1:4 and the joints to be filled with nearest matching color cement. Tiling to be finished with scraping and raking the joints and appropriate grouting / jointing material of same shade, if flooring is being done over existing tiles, then approved synthetic resin in appropriate ratio is to be used			
1	Providing & fixing 12"x12"x7mm thick plain vitrified Glazed tiles of reputed ceramics of approved shade. tiles to be fixed diagonally		
1a	Providing & fixing 16" x16"x 7mm thick plain vitrified Glazed tiles of reputed ceramics of approved shade. tiles to be fixed diagonally		
1b	Providing and fixing 24"x24"x7mm thick plain vitrified Glazed tiles of reputed ceramics of approved shade. tiles to be fixed diagonally		
2	Providing & laying POP over floor with plastic sheet below		
3	Providing & fixing 20 mm thick polished granite for treads with Bull nosing & 3 nos. of grooves in cement mortar 1:5 including filling the joints with nearest matching color cement.		
4	Providing & fixing 20 mm thick polished granite for sills with Bull nosing on both sides		
5	Providing & fixing 20 mm thick polished granite for Sides of steps, Risers,& for external areas The color should be Lavender Blue.		
6	Providing & fixing cement tiles for exterior paving including curing, cleaning etc complete		
7	Providing & fixing exterior grade 3 mm th Aluco Bond / Euro Bond or Equivalent , Matte finish aluminum metal cladding for exterior surfaces of approved make and shade		
7a	Providing & fixing 20 mm thick polished granite for exterior surfaces of walls with grooves all as per drawings & instructions of the Architect/Bank		
8a.	Providing POP punning to attain level and plumb surface for interior surfaces of walls		
8b.	Providing painting with Plastic emulsion Paint of approved make and shade, with necessary putty over a coat of wall primer (base preparation) (Asian/J and N/ Berger or equivalent for existing wall/new wall painting)		



9	Providing and fixing 7mm thick plain vitrified tiles for skirting of 4 inches ht. Of reputed ceramics of approved shade.		
9a	Providing & fixing 4"high 20mm th. tw Skirting paint finish		
B	WALLS,BRICK WORK, LINTEL, SOFFIT AND PARTITIONS		
1	Providing & constructing Brick work in cement mortar 1:4 including racking the joints, for ramp using first quality bricks including curing		
1a	Providing & constructing Brick work in cement mortar 1:4 including racking the joints, for steps using first quality bricks including curing		
2	Providing & constructing 9" th. Solid block masonry in CM 1:5 including racking the joints plastered of 12mm average th. On both sides with sponge finish/ lime rendering including necessary scaffolding curing etc complete (UPS room)		
2a	Providing & constructing 6" th. Solid block masonry in CM 1:4 including racking the joints plastered of 12mm average th. On both sides with sponge finish/ lime rendering including necessary scaffolding curing etc complete		
2b	Providing and constructing 6 "th. Partition wall using first quality bricks in CM 1:4 including racking the joints , RCC bands at 3' 0" interval with 2 nos. of 6 mm dia bars in RCC bands, including plastering on both sides of average 12 mm th. Sponge finish / lime rendering with necessary scaffolding curing etc complete		
2c	Providing and constructing 6 "th. Solid block masonry in CM 1:4 including racking the joints , RCC bands at 3' 0" interval with 2 nos. of 6 mm dia bars in RCC bands, including plastering on both sides of average 12 mm th. Sponge finish / lime rendering with necessary scaffolding curing etc complete		
3	P/F RCC lintel beam, including plastering 8" X 8" with necessary steel reinforcement		
4	Providing plastering to exterior / interior surfaces of walls in CM mortar 1:4, 12 mm th. with necessary scaffolding ,curing etc complete		
5	Providing & painting to walls with 2 or more coats of Enamel paint for existing rolling shutter over a coat of primer of approved make & shade (Asian /J & N / Berger or equivalent		
6	Providing & painting to walls with 2 or more coats of cement based paint over a coat of primer of approved make & shade (Asian /J & N / Berger or equivalent)		
c	FALSE CEILING		
1	Providing & fixing gypsum board false ceiling with GI frame work.		
2	Providing & fixing 2 to 3 line POP cornice		

3	providing Cutouts for light fixtures		
D	MAIN ENTRANCE		
1	Providing and fixing 8 mm thick glazed entrance door with powder coated standard medium gauge aluminum 85-100 mm wide top and bottom frame anti-shatter film, floor spring of reputed make, Lock of reputed make, Customized handle, Necessary etching only on the middle portion of the glass etc. Etching on all area of the middle portion with transparency of the letters "Bank of Maharashtra" and "ATM/CD" in the drawings. No etching on top and bottom areas.		
	Handle 2 nos. 1 inch dia and 1ft 6 inch long. devoid of any drilling on glass and will be provided on two sides.		
	Glass specified is Saint Gobain or Modi float or equivalent make		
2	Providing and fixing 8 mm thick clear glass with powder coated of appx. 85 mm wide aluminum frame. Glass to be laminated with clear anti-shatter film on one side with necessary etching on glass.		
E	MISCELLANEOUS		
1	Providing & fixing soft board with 9mm th. Ply back & fabric not less than 180 per mtr. With tw molding		
2	Providing Visual Merchandising set – with customized branded information panel, Writing ledge, Cheque deposit box and Poster frames of standard sizes for CD room of 10'x10' approxi. room size., preferably with Grey color and Bank reserves the right to opt for other colours also depending on the logo colours		
3	Providing & fixing reputed brand Glow sign board made out of high quality flex cloth & translucent Vinyl, including necessary light fittings inside the board (tube lights of Philips or equivalent make) Board should be strictly as per Bank's specification with 5 years warranty from the Principal . However, the bidder is responsible for enforcing the warranty when required. The warranty certificate/s available from the principal shall be made available to the Bank.		
4	As above except the size to be approximately 2'x2'.6" – location to be determined as per site construction. Sign Board will be fixed to the wall perpendicular to the Main Sign Board or with pole separately as per location of CD for better visibility.		
5a	Demolishing the existing brick / solid block / hollow block masonry with plastering including removing the debris from the site & transporting to contractors own dumping yard for Bricks in Cubic Feet		



5b	Demolishing the existing flooring / solid block / hollow block masonry with plastering including removing the debris from the site & transporting to contractors own dumping yard - for tiles and flooring in Sq ft.		
6a	MS rolling shutter (without box) Providing & fixing MS rolling grills with box or enclosures, with necessary locking arrangement both when closed or opened, including painting with 2 coats of synthetic enamel paint over a coat of primer etc complete all as per drawings & instructions of the Architect /Bank (Asian/ J&N / Berger or equivalent) (Sq. Ft.)		
7b	Wooden boxing for the above shutter with 12 mm IS303 Ply to be covered with grey laminate. Plywood to be boiling water proof (Sq. Ft.)		
8	Providing door mat		
9	Providing plastic chair of Neel kamal or equivalent reputed make with armrests for security guard.		
10a	Providing & fixing MS Stands for A.C exterior unit fixed to walls, painted with enamel paint		
10b	Providing and fixing caging to the external AC units as applicable		
11	Providing & fixing Wooden Storage Cabinet made of ply, on all four sides, 4 shelves inside with wire manager slots, finished with enamel paint in interior and 1.0 mm laminate finish on exterior, appropriate slots to be made for air circulation on either sides, approximate size 3' x 3' x 8' and should accommodate UPS, Batteries, NIU and belongings of Security Guard as per the drawings and instructions of the Architect/Bank. Double door with blue lamination. Louvers to be used instead of slots (No.)		
12	Access Lock pillar – 6" x 6"x 7' box (14 sq ft) to be done with 12 mm ply finished with blue laminate Sq. Ft.)		
13	Flush Door (As per the requirement) for back room (ISI marked commercial ply as per thickness of partition along with hinges embedded lock and handle on the inside (This is for locations where partition is created for guard)		
14	Providing and fixing wooden paneling with 1.5 feet frame work with 1mm laminate		
15a	Providing and fixing wooden partition with one side laminate and paint on the other side for approxi sizes of 9' height and 10' length .		
15b	Providing and fixing wooden partition with both sides laminate for approxi sizes of 9' height and 10' length		



16	"Providing and Fixing of 2 nos. of Wooden storage shelf 3 ft x 1.5 ft comprising of 18mm marine plywood finished with plastic paint on all sides, supported on wooden frames, provision for wiring, front and back opened".		
	Electrical Work		
1	Providing and fixing a modular Distribution box comprising of Enclosure of approximate dimensions 600x665x100 mm comprising of		
	4 pole ELCB 300 MA – 1 no		
	7 nos. Single Pole MCBs to control		
	➤ 8 nos. UPS power sockets		
	➤ light through backup power (4nos)		
	➤ UPS power to CD		
	➤ 2 nos. Raw power sockets		
	➤ digital timer		
	➤ 2 nos. General Lighting and		
	➤ stabilizer output		
	Double pole MCB – 2 Nos. for input to UPS DB and input for stabilizer.		
	Triple pole MCB – 01 no. for input to Power DB		
	Provision to be made for 2 nos. timer switches (1 no for AC and 1 no or signage)		
	Aircon timer will be charged extra under the item as applicable		
	Providing and installing Digital timer for signage		
	Three way connector- 5 nos. (2 no for general lighting, 1no for emergency light 1 no for signage and 1 no for UPS power to CD)		
	Power points – 10 nos. (2nos for CD, 2 nos. for NIU, 1 no each for monitor, camera, text interface, card access, and 2 nos. spare power points).		
	Smoke detection system with hooter		
2	Supply & fixing 2 no 25 A DP MCB in MS box & necessary interconnections		
3	Supplying & fixing sub mains using 4 nos. of 6 sq mm & 1 run of 4 sq mm copper wires in 2 mm th pvc pipe / casing & capping		
4	Supplying & fixing UPS input circuit using 2 runs of 6 sq mm & one run of 4 sq mm copper circuit in pvc casing & capping / 2 mm th pvc pipe		

5	Supplying & fixing AC power circuit using 2 runs of 4 sq mm & one run of 2.5 sq mm copper circuit in pvc casing & capping / 2 mm th pvc pipe		
6	Supplying & fixing 20 A industrial plug & socket with 25 A MCB in metal box enclosures		
7	Supplying & fixing 30 A industrial plug & socket with 32 A DP MCB with necessary connections		
8	Supplying & fixing 6 A Universal socket switch modular type with back box		
9	Providing light point wiring controlled by 6 A modular switch controlled by 6A modular switch using 3 runs of 1.5 sq mm copper wires in pvc casing & capping / 2 mm th pvc pipe		
10	Supplying & wiring 2 runs of 2.5 sq mm & one run of 1.5 sq mm copper wires in pvc casing & capping / 2 mm th pvc pipe		
11	Providing Earthing pit size 3' x 3' x 7' deep .Earthing plate to be 60 cm x 60cmx3mm Copper with central hole connected with 10 SGW wire with brass nut and bolt to meter, pit to be filled with charcoal layer, further with 6" to 8" soil, followed by second / third layer subsequently till the top. Open pipe 1.5" diameter to be inserted in to the pit up to the earthing plate filled with water when dry, pipe should be above ground level with a funnel		
	For UPS , CD and Lightening arrestor to be located as per site location		
12	Providing & wiring with 8 SWG Copper wire in pvc conduit for VSAT Disc (Unit meter rate)		
13	Providing & fixing t 12" x 12" mirror optic fixtures with white diffusers (each) Total:4		
14	Providing & fixing daylight type lights for the above fixtures		
	(2Tube lights/Unit)		
15	Providing & fixing Philips / wipro or equivalent 2' 0" x 2' 0" mirror optic fixtures with white diffusers (rate only) (each)		
16	Philips or equivalent swivel semi-recessed ceiling mounted spotlight (white round) wipro, Philips or equivalent (each)		
17	Providing & fixing 2" Patti tube light fitting with tube light		
18	Providing & fixing 1 x 11 w CFL mirror optic fixture		
19	Providing Telephone point / jack RJ 11 (Mk, Crabtree or equivalent) for logic type board		
19a	Providing and laying 8 pair telephone cabling in 20 mm dia PVC conduits (Delton / Johnson / Finolex or equivalent) from junction to sockets		
20	Providing & fixing 1 KVA UPS (with 8 hours back up) of reputed make		
	Note: The bidder should necessarily indicate the name of the brand while submitting the proposal along with the specifications offered. Technical specification evaluation of UPS will be made by the Bank to assess the specs conform to the Bank's requirements.		



21	Main cabling from Meter to CD site 4 mm square per meter		
22	Light Fittings for Poster Frames		
	Wall mounted flexible gooseneck spotlights or equivalent with built in transformer 12V, 35 Watts of light from, Decon or equivalent Make and LFH 123 - 2 nos. for wall posters suggested (No)		



Annexure 7 – UPS Specifications

Type	Description	Complied (Yes/No)
Technology	1KVA single phase input & output, on-line double conversion unit with facility for Automatic Switch Over to battery and Visa-Versa without any delay. Intelligent load/signage/Aircon and inverter management based on real time. Microprocessor controlled high frequency PWM technology. UPS should have 8 hours backup; Optionally Solar integration shall be possible post installation in the field (upgradable) , Bidder to provide undertaking to this effect	
INPUT Nominal volt	230 V AC, [+20 % TO -35%], Single Phase	
Nominal Frequency	45 Hz to 55 Hz	
Input Power Factor	> 0.9	
RECITIFIER & CHARGER Type	PWM with Active power factor control	
Nominal voltage regulation	+ / - 1 %	
Ripple (without batt)	< 1 %	
Charging method	Constant voltage constant current [CVCC]	
BATTERY No. of hours of backup	8 hours based on load connected.	
Battery Voltage	36V	
Type	Value regulated lead acid Sealed Maintenance Free [SMF]	
Minimum AH	65 AH	
Make, Model	Reputed Make / Model	
Voltage, Rating	The bidder shall supply and install suitable Racks to house the batteries.	
OUTPUT Power capacity	1KVA	
Load Power Factor	0.7 lag to unity within KVA & KW rating	
Nominal voltage	220 / 230 VAC, Single Phase	
Regulation	For Balanced Load +/- 1 %	
	For 100% Unbalanced Load +/- 2 %	



Frequency	50/60 Hz [+/- 0.25 Hz] in Free running mode	
	50 Hz [+/- 3 Hz] in synchronous mode	
Waveform	True sine wave	
Total Harmonic Distortion	<= 3 % Max for 100% Linear load;	
	<= 5 % Max for 100% Non-Linear load	
Overload capacity	110% for 5 min	
	125% for 60 sec	
Inverter	IGBT based PWM True On Line with INSTANTANEOUS SINEWAVE CONTROL and on / off control using real time clock	
Dynamic Response	For 0 to 100 % step load change, the output shall remain within +/- 5 % and recovers to 98 % within 2 cycle	
Crest Factor	03:01	
Duty	Continuous	
BYPASS STATIC SWITCH		
Frequency synchronization band	+ / - 3 Hz	
Slew Rate	0.1 Hz / Sec	
Transfer [Inverter to Bypass]	In sync mode - < 2 to 3 m sec	
	In async mode - < 10 m sec	
	In built Enable / disable option using software	
Retransfer [Bypass to Inverter]	In sync mode -No break in retransfer	
MANUAL BYPASS FACILITY	Optional	
EFFICIENCY		
[At full load & nominal input voltage]	> = 90 %	
Inverter Efficiency [DC to AC]	> = 90 %	
Converter Efficiency [AC to DC]	>= 90 %	
Overall Efficiency	> = 85 - 90 %	



ENVIRONMENTAL		
Acoustic Noise level	< 55 db	
Ambient Temperature	10 to 50 Deg C for UPS	
Storage Temperature	-10 to 70 Deg C for UPS	
Humidity	Upto 95 %, RH, Non-condensing	
Altitude	< 1000 Mtrs, above sea level [without de-rating]	
PHYSICAL		
Enclosure -Protection grade	IP - 20 or High	
Cooling	Forced Air	
Cable Entry	Rear/Back	
METERING/LCD Digital Display	Input voltage	
	Battery voltage	
	Output load (W)	
	Input frequency	
	Battery current (%)	
	Output voltage	
INDICATORS / ALARMS	Battery low pre-alarm	
	Batter low	
	Load on battery	
	UPS indicator	
	Battery status indicator	
	Load on Bypass	
	Inverter Faulty	
	Mains, Inverter, Output on Indicator & Others if any, specify	
PROTECTIONS	Input under / over voltage	
	Rectifier over voltage	
	Rectifier over current	
	Battery low	

	Battery charging current limit	
	Output under voltage	
	Output over voltage	
	Output overload	
	Output short circuit	
	Inverter over temperature	
ISOLATION TRANSFORMER	To be as an optional feature of the system at the input externally	
TESTING STANDARDS	Product Shall be Tested and Certified by CEIL/PDIL	
STABILIZER	1 KVA Stabilizer [as an optional item externally. Provide make, model, Technical specs., etc]	
COMMUNICATION INTERFACE		
Standard	RS 232 port for Software Interface	
Optional	SNMP facility through NETWORK	
Load Management (power saving)	Signage On time and Off time control through inverter output when mains are present only – shall not work in battery mode.	
	CD shall have the option to be disconnected by the UPS as programmed	
	Minimum 3 programmable sockets at the output.	
	To be provide Separate data storage files for Error log; Data log and time log	
	All log files independently shall be remotely pooled by bank if required for data analysis	
	Two Air conditioners shall be controlled for temperature and switched On / OFF based on preset values	
	Two Air conditioners shall be toggled / switched	
	Inverter shall if need be programmed to switch off at night, switched on in the morning in battery mode or mains mode – remotely programmed	