

Chhattisgarh Rajya Sahakari Bank Maryadit (CG-APEX Bank)

Plot No. 74, Sector 24, Atal Nagar, Nava Raipur (C.G.) - 492002



Request for Proposal

For

**Supply, Installation, Configuration, Commissioning, Integration and Maintenance of
new ATM Systems under RuPay mechanism**

(Hereafter called "RFP for ATM Systems")

RFP Reference No: CSCB/IT/2022/04

RFP Document Fee: Rs.5000/-

EMD Amount: Rs. 2,00,000/-

RFP Document available on bank's website from: 21/05/2022

Pre-Bid Query: till 30/05/2022

Last Date for Bid Submission: 09/06/2022, 05:00 PM

Date of Technical Bid Opening: 10/06/2022, 03:00 PM

Date of Commercial Bid opening: 10/06/2022, 04:00 PM

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RFP Highlights

Sr.No	RFP Reference No. : CSCB/IT/2022/04	
1.	Purpose	"RFP for ATM Systems"
2.	RFP Document will be available on bank's web site www.cgapexbank.com from date-	21 st May 2022
3.	Cost of RFP Documents	Rs. 5,000/- (Rupees Five Thousand Only) To be submitted as Demand Draft/Pay Order in favour of "Chhattisgarh Rajya Sahakari Bank Maryadit", payable at Raipur.
4.	Earnest Money Deposit (EMD)	Rs.2,00,000/- (Rupees Two Lakh Only) To be submitted as Demand Draft/Pay Order in favour of "Chhattisgarh Rajya Sahakari Bank Maryadit", payable at Raipur.
5	No. of Envelopes (Non-window, Sealed) to be submitted	Three (3) Envelopes Envelope 1 Containing: Technical Bid including Eligibility Criteria documents along with Demand Draft/Pay Order of RFP Fee and EMD Envelope 2 Containing: Commercial bid (Only one bid to be kept). Envelope 3 Containing: Printable Scan Copies of all documents submitted against Technical bid and Commercial Bid, to be submitted in a single removable device preferably in PENDRIVE . <u>*All above 3 envelopes are to be placed in one common Envelope which is then sealed and submitted to the bank.</u>
6.	Last Date and Time of Bid Submission	9 th June 2022; 05:00 PM
7.	Last date and time to accept Pre-Bid Queries	30 th May 2022; 05:00 pm
7.	Opening of Technical Bids- Venue, Date and Time	10 th June 2022; 03:00 PM, Head Office, Chhattisgarh Rajya Sahakari Bank Maryadit, 4 th Floor, Sahakar Bhawan, Plot No. 74, Sector 24, Atal Nagar, Nava Raipur (C.G.) – 492002
8.	Opening of Commercial Bids- Venue, Date and Time	10 th June 2022; 04:00 PM, Head Office, Chhattisgarh Rajya Sahakari Bank Maryadit, 4 th Floor, Sahakar Bhawan, Plot No. 74, Sector 24,

		Atal Nagar, Nava Raipur (C.G.) – 492002
9.	Address for Submission of Bids	The Managing Director Chhattisgarh Rajya Sahakari Bank Maryadit, 4 th Floor, "Sahakar Bhawan", Plot No. 74, Sector 24, Atal Nagar, Nava Raipur (C.G.) – 492002
10.	Contact Persons: Designations: Email id: Phone Nos:	1. A. K. Shrivastava OSD cbs.it@cgapexbank.com 9425254090 2. Vinay Mishra Manager cbs.it@cgapexbank.com 9826199079

PART- I: TECHNICAL BID

A. GENERAL INFORMATION AND INTRUCTIONS FOR BIDDERS

Introduction

Chhattisgarh Rajya Sahakari Bank Maryadit, Raipur is an APEX Bank of Chhattisgarh State. The bank is having 14 **branches and** Head Office at Naya Raipur. The Bank has computerized entire operation using Core Banking Solution of TCS/C-Edge to meet the present and future needs of the Bank.

Objective of RFP:

The objective of this tender is to select and finalize the Bidder for...

- 1) Supply, Installation, Configuration, Commissioning and Maintenance of new **ATM Systems under RuPay mechanism** including their Integration with Bank's ATM/EFT Switch i.e. C-EDGE/TCS

Instruction to fill & submit the Tender Document:

1. The vendors would be evaluated based on following two BID systems and Quality cum Cost Based System(QCBS).
 - I. Technical Bid
 - II. Commercial Bid
2. Tender must be filled and sealed in three separate envelopes – One, for Technical bid and Second, for Commercial bid and Third, for pen-drive containing folder of Scan copies of both Technical and Commercial bid documents. All three envelopes must be placed in one common envelope with proper seal and stamp.
3. Envelope must be super-scribed as **"RFP for ATM Systems"**.
4. Envelope for Technical Bid must be super-scribed as **"Technical Bid for ATM"**.
5. Envelope for Commercial Bid must be super-scribed as **"Commercial Bid for ATM Systems"**.
6. Envelope for Pen-drive for scanned copies of Technical and Commercial bid must be super-scribed as **"Pen-drive for Scanned Copies of Technical & Commercial bid documents"**.
7. Demand Drafts/Pay Orders for RFP Document Cost and EMD (Earnest Money Deposit) must be a part of Technical bid and must be kept in the Technical Bid envelope.
8. Tender reference Number, Due Date, Name, Address & Contact Numbers of the Bidder must

be written on all envelopes.

9. The Tender Document must be addressed to :

The Managing Director

**Chhattisgarh Rajya Sahakari Bank Maryadit,
4th Floor, "Sahakar Bhawan", Plot No. 74, Sector 24,
Atal Nagar, Nava Raipur (C.G.) – 492002**

Information Provided

The RFP document contains statements derived from information that is believed to be relevant at the date but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with CG-APEX BANK. Neither CG-APEX BANK nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied, as to the accuracy or completeness of any information or statement given or made in this document.

Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, CG-APEX BANK and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP Document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of CG-APEX BANK or any of its officers, employees, contractors, agents, or advisers.

Costs to be borne by Bidders

All costs and expenses incurred by Bidders in any way associated with the development, preparation and submission of responses including but not limited to; the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by CG-APEX BANK, will be borne entirely and exclusively by the Respondent.

No Legal Relationship

No binding legal relationship will exist between any of the Bidders and CG-APEX BANK until execution of a contractual agreement.

Recipient Obligation to Inform Itself

The Recipient must conduct its own investigation and analysis regarding any information contained in the RFP Document and the meaning and impact of that information.

Evaluation of Bids

Each Recipient acknowledges and accepts that CG-APEX BANK may in its absolute discretion apply selection criteria specified in the document for evaluation of proposals for short listing / selecting the eligible bidder. The RFP Document will not form part of any contract or arrangement, which may result from the issue of this document or any investigation or review, carried out by a Recipient.

Errors and Omissions

Each Recipient should notify CG-APEX BANK of any error, omission, or discrepancy found in this RFP Document.

Acceptance of Terms

A recipient will, by responding to CG-APEX BANK for RFP Document, be deemed to have accepted the terms of this Introduction and Disclaimer.

Bid Validity Period

The proposal must remain valid and open for evaluation according to their terms for a period of at least 6 months (180 days) from the time the Bid closes on the deadline.

Notification

CG-APEX BANK will notify all short-listed Bidders in writing as soon as practicable about the outcome of their Proposal. CG-APEX BANK is not obliged to provide any reasons for any such acceptance or rejection.

Disqualification

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

Execution of Agreement:

The bidder should execute Service Level Agreement, which would include all the services and terms and conditions of the services to be as may be prescribed by the 'CG-APEX BANK' and Non-disclosure Agreement.

Professionalism: The Bidder should provide professional, objective and impartial advice at all times and hold the Bank's interests paramount and should observe the highest standard of ethics while executing the assignment.

Adherence to Standards: The Bidder should adhere to laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities.

B. Broad Scope of Work (SoW) of ATM systems:

Supply, Installation, Configuration, Commissioning and Maintenance of new **ATM Systems under RuPay mechanism** including their Integration with Bank's ATM/EFT Switch i.e. C-EDGE/TCS as per the technical specifications as mentioned in the RFP.

1. Supply and installation of ATM Machines / CD and Other Peripherals / Components with grouting to floor at site.

2. Networking of ATM Machine / CD i.e. connecting the CD to the network provided by the bank.
3. Integrate with the Bank's ATM Switch (TCS-CEDGE /any other Switch Bank may decide in future) without any additional cost to the Bank.
4. Vendor shall provide Centralized Monitoring System and EJ Pulling for all machines. Monitoring system shall be customized as per the requirements of the Bank.
5. Testing of ATM Machines / CD operations and conducting User Acceptance Test without any extra cost to bank.
6. Providing training to the branch staff/custodians as per industry norms. The training should include all aspects of functioning of the ATM/CD, troubleshooting, first level maintenance, how to take back up and retrieval of images captured by the DVR system, How to replenish the Cash, OTC Lock system etc.
7. Replacement of original spare parts including all consumables due to any breakdown, voltage fluctuation, earthing related, electrical fluctuations, short circuit, rodent attacks, etc or natural wear & tear or due to aging of ATMs/CDs other than Vandalism, Fire and Natural Calamities, Exclusions or Force majeure without any extra cost to Bank during entire Warranty Year period as stipulated in this document.
8. Vendor shall provide the OTC Lock Mechanism.
9. Quarterly preventive maintenance of all the equipment to be supplied which would include cleaning of inside and outside of all equipment during warranty/AMC period.
10. Quarterly preventive maintenance of all the equipment to be supplied to the Bank.
11. Maintenance of ATM Machines / CD and peripherals during warranty & thereafter during AMC shall be the responsibility of the vendor / OEM.
12. The above includes peripherals; more fully described in Annexure Section along with their installation, maintenance at on-site/ off-site locations provided by the bank.

C. Expected Specifications and Configurations:

I. Specification & Configuration of ATM Systems

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

The basic common configuration to be submitted by the Bidder for the Front-Loading CASH DISPENSER (CD):

Sr. No.	Basic Common Configuration of CD
1	Customer Interface:
1.1	15" LCD Display with Touch Screen

1.2	CD must have Braille Decals on Customer interface modules like card entry slot, Cash exit slot, receipt slot in order to ensure ease of access for visually challenge person.
1.3	CD to have hardware for voice guidance headphone jack and speaker.
1.4	Power consumption of the CD for average 300 transaction should not be more than 100 Watts
2	PC Core Processor:
2.1	Embedded processor Intel® i5, 6 th Generation or higher with a minimum clock speed of 2 GHz and 6MB Cache or higher with minimum 8 GB RAM.
2.2	Memory Type DDR4 or Higher
2.3	Minimum 2 * 1 TB SATA OR 1 * 500 GB SSD & 1 * 1TB SATA Hard disk drive or above
2.4	A minimum 2 USB Ports
2.5	10/100 mbps LAN card
3	Software & OS:
3.1	Windows 10 (1809 LTSC) with latest service packs
3.2	Supporting CD driver emulations NDC / Diebold 912
3.3	CD should be preloaded with CEN3.2 or higher compliant XFS software and should be capable of running multi-vendor software without any hardware / operating system changes.
3.4	Application Software run time License for interface between CD Bank Switch for online CD operation.
3.5	EMV Software run time license for using smartcard functionality on CD.
4	Currency Chest:
4.1	CEN 1 or higher safes
4.2	S&G OTC / SECURAM OTC Lock with UL or higher certified with OTC functionality as per the current MHA / RBI guidelines facility. Lock should be programmable from a central system to generate OTC as per the schedule by Bank / CIT.
5	Cash Dispensers Module:
5.1	Vacuum/Friction Pick technology presenting mechanism
5.2	Multi-Media dispense with bunch presenter.
5.3	Capable of handling old CD fit currency notes
5.4	Minimum of dispensing/stacking speed of 4 notes
5.5	Minimum Currency dispensing capacity of 40 currency note per cycle.
4.6	Capability to dispense multiple denomination currencies.
4.7	Retract and purge capability however cash retraction should be disabled as of now as per RBI mandate. However, the CDs should be capable to be enabled for cash retraction if so desired by the Bank in future.
4.8	Block shaft
5	Lockable Currency Cassettes:

5.1	Pick Module with 4 cassettes with Latch & Lock (As per RBI guidelines)
5.2	Removable Divert bin with Latch (Purge bin) & Lock (As per RBI guidelines)
5.3	Indication of proper insertion of cassettes
5.4	Each cassette should hold minimum of 2500 notes
5.5	Capable of Multi currency dispensing
5.6	Capable of dispensing Rs.50/-, Rs.100/-, Rs.200/- Rs.500/- and Rs.2000/- notes. All cassettes should be capable of dispensing all Notes.
6	Card Reader:
6.1	Smart Dip card Reader with media entry indicator having capability to read magnetic strip & smart card chip.
6.2	Capability to read track 1 and 2
6.3	Card Reader should be L1 compliant.
7	Printer Specification:
	Receipt printer
7.1	40 column graphics Thermal Printer for trouble free receipt printing
7.2	Form width 80 mm or higher
7.3	The printer must be able to cut the paper and push the receipt out of a slot provided on the CD fascia
8	Electronic Journaling Module (EJ)
8.1	All machines to be enabled with Electronic Journal (EJ) with capabilities to store EJ for multiple days. CD to be preloaded with Bank EJ agent.
8.2	Solution should include an EJ viewer.
9	Security:
9.1	Card Reader should have Anti-Skimming Solution with Below capabilities 1. Sense any foreign object surrounds of card reader and send message to switch 2. Should able to put machine out of service 3. Block the card reader entry to the card reader slot when such an activity occurs 4. It should also protect from deep insert skimming .
9.2	Rugged spill proof Triple DES compliant 16 key Alphanumeric keypad with secured Encrypting PIN Pad with stainless steel (EPP pin pads) keys PCI Compliance (should comply to latest standards, PCI 3.0 or above)
9.3	Application should be PCI PA-DSS compliant as on date of supply of CD.
9.4	Vendor to provide hardened Operating system.
9.5	Vendor to provide Firewall on the machine
9.6	The dispenser and ATM PC Core should be strong encryption between ATM PC Core & Dispenser. The process of authentication between ATM & PC Core to be controlled through a physical access to safe if there is any change in HDD OS which already connected and authenticated
9.7	Basic alarm sensors to monitor the following and sending signals/messages to Switch/ Management Centre.

	<ul style="list-style-type: none"> ▪ Chest door status ▪ Thermal status ▪ Vibration status <p>(CD should have alarm sensors capable of monitoring the above status and having capability to send signals/ messages/ alerts in case of Chest Door Open status/ thermal status/ vibration status)</p>
9.8	Pin shield or Recessed pin pad for pin security
9.9	Top cabinet box should have a unique lock.
9.10	<p>Bank wishes to adopt high software security with use of application <u>whitelisting solution</u>. All bidders must provide Whitelisting solution with the following features</p> <ol style="list-style-type: none"> 1. The solution must ensure that only 'whitelisted' applications run on the CD 2. The solution must prevent the execution of any non white-listed files on the machine
9.10	<p>Bank wishes to adopt high software security with use of application Secure HDE utilizes</p> <ol style="list-style-type: none"> 1. Solution should Encrypt the whole Hard Disk (FHDE) 2. Encryption process tolerates interruptions i.e. power Outages, without data loss. 3. HDE should use FIPS 140-2 certified AES-NI 256-bit cryptographic engine
9.11	<p>ATM Communication Security</p> <p>Solution Should comply to PCI DSS Standards</p> <p>The solution should comply with the following processes: -</p> <ol style="list-style-type: none"> 1) Server Certificate to ATM for Authentication 2) Verification of Server Certificate at the ATM 3) New session for every new communication between ATM & Server ATM Application should provide a secure communication TLS 1.2 to the host / ATM switch such that the data flowing between ATM & Switch remain secure). 4) Necessary TLS 1.2 at the ATM level will be vendor responsibility and at the back-end switch level it will be Bank's responsibility. Bank to provide the necessary certificate.
10	Biometric Functionality and Biometric Scanner:
10.1	CD to support card based (PIN based) transactions and Biometrics (multiple finger minutiae) transaction functionality that is compatible with AEPS specifications.
10.2	Secure Biometric scanner that supplies the fingerprint data to the CD switch as per AEPS Standards. The Biometric Scanner should be STQC Certified with minimum Level 0 compliance.
12	Digital Surveillance System:
12.1	<p>CD should be integrated with cameras</p> <p>Portrait face camera - Solution must be able to capture image of the customer</p>

	approaching and performing transactions at the CD. Cash Slot Camera - Solution must be able to capture image of hand movement while taking cash from presenter.
12.2	Solution should be able to store the images/video in a digital format for minimum 6 months at an average of 300 transactions per day.
12.3	Camera image with a minimum resolution of 640X480. The image quality should be good and clear enough to assist in establishing identity.
12.4	Solution must provide an interface to browse, search and archive the stored video / images on hard disk or external media.
12.5	Solution must be able to capture & stamp the transaction information on the images.
12.6	Superimpose date, time and transaction data on to the recorded images.
12.7	The solution must have a search facility to locate an image/event by date & time, card no., transaction reference no
12.8	Should have <u>motion detection</u> recording: Video Surveillance System should be able to start recording/capturing images immediately in the event of any movement/motion taking place in the ATM room, apart from normal recording at the time of transactions.
12.9	Support watermarking for Image / video authentication
12.10	The solution must not degrade the performance of CD, e.g. speed of normal transaction
12.11	Solution must be capable to take necessary backup of stored image and retrieval the same at any point of time.
13	Multimedia Features:
13.1	CD should support multimedia features like Audio Guidance, Video etc.
14	Operator Interface:
14.1	CD should have a supervisory menu which provides an interface for day to day operations. Such interface should be accessible using existing modules on the CD without connecting external input devices like keyboard and mouse
14.2	In case such interface requires external input devices like Keyboard and Mouse vendor to provide the same for each machine.
14.3	Able to perform a self-test/ diagnostic test at the time of logout from the maintenance module
14.4	Able to provide help in graphical mode to load consumables in the CD, like printer stationery
14.5	Able to provide RP low messages to Switch / Management Centre of Bank or its vendor.
14.6	Operator Panel / consumer screen for updating the cash counter, FLM activities etc.
15	Communication and Connectivity
15.1	Should have capability to connect to any type of Ethernet network switch of the

	Bank.
15.2	TCP/IP support on leased line, ISDN and VSAT Network
15.3	Should have Network InterfaceCard10/100 Mbps
16	Environment:
16.1	The CD should be capable of operating in a wide range of temperature and humidity. The CD expected to run between 10 to 40 degree centigrade with 20 to 80 relative humidity
16.2	Inbuilt SMPS to work on 230 Volts, 50 HZ power supply. Support input voltage of 230 V AC / 50 HZ with +/- 5% variations
17	Service Support
17.1	CD vendor should have minimum 500 engineer of its pay roll spread across India for servicing the units. Bidder should also provide list of service location and engineer per location. Should have a resident engineer in all the state in India and Major union territory.
17.2	CD vendor should have minimum 50 Field stocking location for spares across India in addition to spares location with engineer
18	Government Regulation
18.1	CD OEM to submit certificate in reference to the Public Procurement CD hardware (Make in India), Order 2017 – – Revision vide Order No. P-45021/2/2017-PP (BE-II) dated May 29, 2019, June 4, 2020, Sep 16 2020, 4TH Match 2021 and any new order after that. CRD supplier should be Class I OR CLASS II supplier only.
18.2	CD being proposed should be BIS certified under IS 13252(PART 1):2010/ IEC 60950-1 : 2005 Brand
18.3	Manufacturing should have ISO certification 14001 and 9001.

D. List of Branches for ATM Systems

Sr. No	Branch Name	Branch Address with PIN code
1	Sharda Chowk	Raipur – 492002
2	Lailunga	Lailunga
3	Kunkuri	Kunkuri

E. Earnest Money Deposit and RFP Document fees:

Demand Draft of Rs. 2,00,000/- (Two Lakh rupees Only) as Earnest Money Deposit and Demand Draft/Pay Order of Rs. 5000/- (Five thousand rupees only) as RFP document fee, favoring Chhattisgarh Rajya Sahakari Bank Maryadit, payable at Raipur (Chhattisgarh).

F. Technical Eligibility Criteria

(Use following sequence for indexing the bid documents for technical bid)

Sr. No.	Eligibility Criteria	Supporting Documents
1.	Bidder should be an Indian legal entity registered under Shop & Establishment Act Or Partnership Act Or Company Act in India and should have global presence for its business.	Registration Certificates of Shop & Establishment/ LLP/ Company and other documentary evidences to be Attached. GST registration Certificate is mandatory to be attached.
2.	Bidder interested to participate can be, a. Original Equipment Manufacturer (OEM) having association with Banking Solution Service Provider for the software solutions. b. Authorized Channel Partner or representative who should provide the Manufacturers Authorization Form (MAF) of the OEM of ATM Systems and also shall have an association with Banking Solutions Service Provider.	1. If bidder is not an OEM and is an Authorized Channel Partner or representative of OEM then MAF (Manufacturer's Authorization Form) to be attached from OEMs of ATM Systems. 2. If Bidder is an OEM, then relevant documentary evidences to be attached.
3.	Bidder should have minimum annual turnover of Rs. 50 Crores or above for the past three financial years.	Audited financial statements of last three years are to be attached.
4.	Bidder should have made positive net worth for the past three financial years.	Audited financial statement of last three years. (The relevant documents including Balance Sheet/Profit and Loss Account/Certificate from Statutory Auditors certifying the financials are to be submitted)
5.	Proposed ATMs/CDs Application should be PCI/ PA-DSS and EMV compliant.	Latest PCI / PA-DSS & EMV certificates to be submitted along with the Bid for the proposed ATMs/CDs application.
6.	CDs deployed shall comply with RBI, IBA, EMV, NPCI/NFS guidelines as on the Effective date of the agreement. If any new guidelines are issued by these organizations, the vendor shall arrange for its compliance/ up gradation without any extra cost to the Bank during the	An undertaking duly stamped and signed by authorized person of the bidder

	contract period.	
7.	Fully EMV compliant Hardware and Software supplied by the bidder should conform to and support all NPCI, RBI, IBA, Card Associations requirements for EMV Chip and PIN processing and associated security guidelines.	An undertaking duly stamped and signed by authorized person of the bidder
8.	Bidder/OEMs should have all necessary licenses, permissions, consents, no-objections, approvals as required under law for carrying out its business	Self-declaration (by authorized signatory of the bidder).
9.	The bidder /OEM should have supplied and installed a minimum of 1000ATMs / CDs in India altogether of Public Sector Banks, Private Sector Banks, Financial Institutions, State Cooperative Banks, District Central Cooperative Banks, Urban Cooperative Banks during last three financial years.	Proof of / Contracts / Customer Credentials must be submitted.
10.	The Bidder/OEM should have Service centers PAN India (Metro, Urban and Semi Urban) Or services through their Authorized Channel Partners in the state of Chhattisgarh.	Documentary proofs of Service Centers to be submitted.
11.	Bidder should have at least 25 trained resources with the relevant experience required to execute the scope of this project.	Self-declaration (by authorized signatory of the bidder).
12.	Bidder should be assessed either as CMMi level-3/Level-5 and ISO-27001 Certification Or as ISO-27001 and ISO-22301 certification Or as all of these certifications. These certificates should be maintained since at least 5 years and should ensure that the certifications are valid during the entire tenure of the project.	Copy of the relevant certificates or assessment certificate from auditing agency.
13.	The bidder should not be involved in any legal case that may affect the solvency / existence of firm or in any other way affect the bidder's capability to provide / continue the services to Bank.(If found incorrect, Bank may blacklist the bidder/invoke the EMD).	Self-declaration (by authorized signatory of the bidder).
14.	The proposed solution shall adhere to the regulatory guidelines issued by RBI / NABARD / Central Cooperative Ministry	Self-declaration (by authorized signatory of the bidder).

15.	The Bidder / authorized partner of OEM who shall have an association with the OEM shall be Sales & Service Provider for the proposed ATM Machine Brand and also shall be in a position to provide the other related components in case required by the Bank of any other make of existing ATM Machines installed in the Bank / Branches.	Self Declaration (by authorized signatory of the bidder).
16.	Bidder should also provide following certificates from OEM of ATM Systems.	<p>UL (Under writer Laboratory Inc.USA) 291 Level1 Certification for ATM Currency Chest EMV (Europay, Master Card and Visa) Certificate for Card Reader L1&L2 approvals for 7 years validity with latest kernel and upgrades. ISO Certificate for Manufacturing Process Certificate of having successfully installed and commissioned ATMs/CDs and with complete functionality under Olive/similar compatible ATM Switch. EPP-PCI PADSS Certificate</p>

Note:

Only Bidders that fulfill all the eligibility criteria as mentioned above are eligible to participate in this Bid. The Bidder should submit their responses along with documentary evidence and self-declaration, as required for the above eligibility criteria. Proposals of those Bidders, who do not fulfill any of the eligibility criteria as stated in full, will be summarily rejected. Bidder fulfilling the eligibility criteria as laid out above will proceed to the next stage of the Technical Evaluation. The Banks' discretion and decision on the 'Eligibility Criteria' is final.

G. Technical Bid Evaluation Methodology (QCBS- Quality cum Cost based System)

a. Preliminary check

The RFP document will not be construed as any contract or arrangement which may result from the issue of this RFP document or any investigation or review carried out by any Bidder. The Bidder acknowledges by submitting their response to this RFP document that it has not relied on any information, representation, or warranty given in this RFP document.

The Bids will be examined by the Bank Tender Committee to determine whether they are complete in all respects. A Bid determined as not substantially responsive will be rejected.

The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.

After preliminary examinations and / or opening of the Technical Bids, some or all of the Bidders may be asked to make presentation / demo of the solution / services offered by them

b. The evaluation will be a Three-Phase process:-

Phase 1 – Eligibility Criteria Check

Phase 2 – Scoring Methodology Based Evaluation(QCBS)

Phase 3 – Commercial Bid Evaluation

The evaluation of the bids will be conducted by the Bank Tender Committee for the purpose of selection of the successful bidder.

The Bank may, in its absolute discretion, apply whatever criteria it deems appropriate in the selection of vendor, not limited to those selection criteria set out in this RFP document.

c. Bid evaluation methodology (QCBS-Quality cum Cost Based System):

Phase 1-Eligibility Criteria Evaluation:

The bidder needs to comply with all the eligibility criteria mentioned in Eligibility Criteria Section of this RFP Document. Non-compliance by the Bidder to any of these criteria shall result in outright rejection of the Bidder's proposal. The Bidder is expected to provide proof in line with the details mentioned.

Any credential detail mentioned for Evaluation of Eligibility Criteria that is not accompanied by relevant proof documents will not be considered for evaluation.

The decision of the Bank Tender Committee 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. The technical and commercial bid documents of the non-qualified Bidder(s) will be retained by the Bank.

Phase 2: Bidder Assessment Scoring Methodology (QCBS Method)

The evaluation/selection process will be done with combination of, technical competence and commercial aspects as detailed here below. A maximum of 100 marks will be allocated for the technical bid. The evaluation of functional and technical capabilities of the bidders of this RFP will be completed first as per the following guidelines. The technical proposals only will be subjected for evaluation at this stage. The bidders scoring less than 70 marks (cut-off score) out of 100 marks in the technical evaluation shall not be considered for selection process. Once the evaluation of technical proposals is completed, the bidders who score more than OR equal to the prescribed cut-off score will only be short listed.

The technical bids shall be evaluated based on the following scoring methodology. The details are as under:

Sr. No.	Evaluation Criteria	Max Marks	Scoring Methodology
1	Work Experience:	30	30 Marks – if the Bidder/OEM

	The Bidder /OEM should have supplied and installed a minimum of 1000ATMs / CDs in India altogether of Public Sector Banks, Private Sector Banks, Financial Institutions, State Cooperative Banks, District Central Cooperative Banks, Urban Cooperative Banks during last three financial years.		has supplied and installed more than 3000 ATMs/CDs for last 3 (Three) financial years. 20 Marks – if the Bidder/OEM has supplied and installed more than 2000 up to 3000 ATMs/CDs for last 3 (Three) financial years. 10 Marks – if the Bidder/OEM has supplied and installed equal to and more than 1000 up to 2000 ATMs/CDs for last 3 (Three) financial years.
2	Turnover: Bidder should have minimum annual turnover of Rs. 50 Crores or above for the past three financial years.	20	20 marks - if the bidder has annual turnover equal to and more than Rs. 50 Crores for the past three financial years.
3	Certifications: Bidder should be assessed either as CMMi level-3/Level-5 and ISO-27001 Certification Or as ISO-27001 and ISO-22301 certification Or as all of these certifications. These certificates should be maintained since at least 5 years and should ensure that the certifications are valid during the entire tenure of the project.	20	20 Marks – if the Bidder has altogether of CMMi level-3/Level-5, ISO-27001 and ISO-22301 Certifications. 10 Marks – if the Bidder has altogether of CMMi level-3/Level-5 and ISO-27001 Certifications OR if the bidder has altogether of ISO-22301 and ISO-27001 Certification.
4	Positive Net Worth: Bidder should have made positive net worth for the past three financial years.	10	10 Marks – if the Bidder has made positive net worth for the past three financial years
5	Proposed ATMs/CDs Application should be PCI/ PA-DSS and EMV compliant.	10	10 Marks – if the Bidder/OEM provides PCI/PA-DSS compliant ATMs/CDs.
6	Service Center: The Bidder/OEM should have Service centers PAN India Or services through their Authorized Channel Partners in the state of Chhattisgarh.	10	10 Marks – if the Bidder/OEM has Service Center or Service center of OEM's Authorized Channel Partner in the state of Chhattisgarh.
		100	

Note:

1. The Bidder is required to provide documentary evidence for each of the above criteria and the same would be required on the client's Letter Head/ Letter of engagement/agreement to the satisfaction of the Bank.
2. At the sole discretion and determination of Bank, the Bank may add any other relevant criteria for evaluating the proposals received in response to this RFP.
3. The commercial proposals of technically short listed bidders will then be opened.
4. Non-compliance of any point in scope of work and technical requirements will lead to rejection from the further bidding process. After technical evaluation, commercial bids of only technically qualified bidders will be opened.

Phase 3-Commercial/Cost Bid Evaluation:

It may be noted that commercial bids will be subjected to following evaluation process:

1. Under **QCBS (Quality cum Cost Based System)**, the **technical proposals** will be allotted weightage of **70%** while the **financial/Commercial proposals** will be allotted weightage of **30%**.
2. Proposal with a **lowest cost** may be given a financial score of **100** and other proposals given financial scores that are inversely proportional to their prices.
3. The total score, both technical and financial/commercial, shall be obtained by weighing the quality and cost scores and adding them up. The proposed weightage for quality and cost shall be specified in the RFP.
4. Applicants scoring less than 70 mark (cut-off score) out of 100 marks in the technical evaluation, shall not be considered for the selection process and will not be considered as qualified.
5. All proposals will be assessed based on the Technical proposal evaluation process. These weightage shall be taken into consideration for arriving at the shortlisted applicants for this RFP.
6. **Highest point basis:** On the basis of the combined weighted score for quality and cost, the Bidder shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as **H-1** followed by the proposals securing lesser marks as **H-2, H-3** etc. The proposal securing the highest combined marks and ranked H-1 will be first choice of the bank and invited for negotiations, if required, and shall be recommended for empanelment. Bank may empanel H-2 , H-3& H-4 also as per requirements of Bank.

As an example, the following procedure can be followed.

In a particular case of selection of service provider, it was decided to have minimum qualifying marks for technical qualifications as 70 and the weightage of the technical bids and financial bids was kept as 70:30. In response to the RFP, 3 proposals, A, B & C were received.

The technical evaluation committee awarded those 75, 80 and 90 marks respectively. The minimum qualifying marks were 70. All the 3 proposals were, therefore, found technically suitable and their financial proposals were opened after notifying the date and time of bid opening to the successful participants or as mentioned in the RFP. The tender committee examined the financial proposals and evaluated the quoted prices as under:

Proposal Evaluated cost

A= Rs. 120.00
B= Rs. 100.00
C= Rs. 110.00

Using the formula LEC/EC, (where LEC stands for lowest evaluated cost and EC stand for evaluated cost) the committee gave them the following points for financial proposals:

A: $100/120 = 83$ Points; B: $100/100=100$ Points; C: $100/110=91$ Points

In the combined evaluation, thereafter, the evaluation committee calculated the combined technical and financial score as under:

Proposal A: $75 \times 0.70 + 83 \times 0.30 = 77.40$ Points

Proposal B: $80 \times 0.70 + 100 \times 0.30 = 86.00$ Points

Proposal C: $90 \times 0.70 + 91 \times 0.30 = 90.03$ Points

The three proposals in the combined technical and financial evaluation were ranked as under:

Proposal A: 77.40 Points : H3 Proposal

Proposal B: 86.00 Points : H2 Proposal

Proposal C: 90.03 Points : H1 Proposal

Proposal C at the evaluated cost of Rs. 110.00 was, therefore, declared as 1st choice for empanelment and recommended for negotiations to the competent authority. Proposal B is 2nd Choice and Proposal A is 3rd choice.

The CG-APEX bank reserves the right to empanel H1, Or H1 and H2 at its sole discretion. Bank's decision in this regard will be at its sole discretion.

H. RFP Rejection Criteria:

- a) The bidder's details attached to RFP are not found as per eligibility criteria.
- b) Technical and commercial offers found in one single envelope except in 3 separate envelope containing removable device (Pen-drive) having Scanned copies in pen-drive.
- c) Price information provided anywhere other than 'Commercial Bid'
- d) Non-indexed documents attached to RFP document.
- e) RFPs without EMD & RFP Document fee – Pay Order or DD.
- f) Improper Demand Draft/Pay Order for RFP Document Fee or EMD

- g) RFP submitted with false and wrong information.
- h) The bid submitted by Telex / Fax / Telegrams / E-mail or any other similar way other than as mentioned in the RFP.
- i) Submission of more than one bid. In case, bidder is submitting more than one bid, all the bids submitted by the bidder shall be disqualified.
- j) Information requested by CG-APEX bank for this RFP process is not found in Technical and commercial Bid.
- k) Misconduct and influence if any to this RFP process by the bidder OR its representative/s will result into rejection of bid document. No further communication will be entertained in this regard.

I. Payment Terms and Pricing:

Payment will be released as per Commercial Bid and item wise payment schedule will be as follows:

Payment Schedules of ATM Systems

100% on Delivery and Go-live of ATM Systems.

a) Please Note:

- i. The Vendor's request(s) for payment shall be made to "Chhattisgarh Rajya Sahakari Bank Maryadit" in writing (Invoice) accompanied by Service Level Requirements compliance reports for which payment is being claimed.
- ii. All the payments to the Vendor shall be subject to the report of satisfactory accomplishment of the concerned task, to be submitted by the Project -coordinating team, as appointed by "Chhattisgarh Rajya Sahakari Bank Maryadit" for this purpose.
- iii. The Bank will make payment within 15 days of submission of the invoice (with all required supporting documents) or receipt of written clarifications on the invoice sought by the Bank whichever is later, after proper delivery of the complete delivery and implementations. Part payment shall not be allowed in case of partial delivery.
- iv. The Bank shall have the right to withhold any payment due to the Selected Bidders, in case of delays or defaults on the part of the Selected Bidders. Such withholding of payment shall not amount to a default on the part of the Bank. TDS or any other applicable tax will be deducted at the applicable rate as per provisions of the applicable law.
- v. The Bidder must accept the payment terms proposed by the Bank. The commercial bid submitted by the vendors must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. If any of the services as mentioned in the price bid is not taken up by the bank during the course of the assignment, the bank will not pay the cost quoted by the bidder in the price bid against such services. There shall be no escalation in the prices once the prices are fixed and agreed by the Bank and the vendors till completion of the contract period.
- vi. Any payments towards maintenance for each month/ quarter will be made only after the acceptance/verification of the invoice by the Bank for that month/Quarter. The Bank shall pay the amount due under this RFP and subsequent agreement.

- vii. The Bank shall pay each undisputed invoice raised in accordance with this RFP and subsequent agreement, within fifteen (15) Days after its receipt unless otherwise mutually agreed in writing, provided that such invoice is dated after such Fees have become due and payable under this RFP and subsequent agreement.
- viii. Upon settlement of disputes with respect to any disputed invoice(s), the Bank will make payment within fifteen (15) Days of the settlement of such disputes.

J. General Terms and Conditions.

1. The Bidder must deliver and configure all equipment within Six (6) Weeks from date of Purchase Order date.
2. The Bank will charge penalty as 0.5% of the order value on per day basis for late delivery and installation.
3. Proposals should follow the format established in this RFP Document.
4. All bid responses should be in English language.
5. Currency quoted must be in INR (Indian Rupee)
6. Consortium / joint bidding are NOT allowed
7. The prices offered shall be on a fixed price basis and should not be linked to variables like foreign exchange rate etc. The Bank shall not be responsible for any fluctuations in exchange rate or any other expenses factored in the pricing till the validity period of the contract.
8. The price should be uniform throughout the tenure of the contract. Bid submitted with adjustable price quotation will be treated as non-responsive and will be rejected.
9. Bidder shall not be entitled to charge any additional costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc.
10. The Bank ascertains and concludes that everything as mentioned in the RFP documents published for the Bidders and responded by the Bidders have been quoted for by the Bidders, and there will be no extra cost associated with the same other than the cost quoted by the Bidders.
11. The Bidder must provide and quote for all products and services as desired by the Bank as mentioned in this RFP. Any products / services not proposed to be provided by the Bidder will result in the proposal being incomplete, which may lead to disqualification of the Bidder.
12. Any contradictory information, conditional pricing, exclusion of any item in TCO (Total Cost of Ownership) computation or error in computation may lead to summary disqualification of the bid as per sole discretion of Bank.
13. All correspondence, unless otherwise mentioned, should be addressed to :

**The Managing Director,
Chhattisgarh Rajya Sahakari Bank Maryadit,**

**4th Floor, "Sahakar Bhawan", Plot No. 74, Sector 24,
Atal Nagar, Nava Raipur (C.G.) – 492002**

14. RFP document is not transferable.

15. RFP Queries/Clarification/Questions:

- a) The Bidder Should carefully examine and understand the specifications /conditions of RFP, intent of the RFP and seek clarifications, if required, to ensure that they have understood all requirements/ specifications/conditions/intent of RFP.
- b) Bidders shall have the opportunity to get their doubts clarified pertaining to the RFP, prior to finalizing their responses. All questions/Clarifications/queries are to be submitted to the Bank at e-mail address: cbs.it@cgapexbank.com. Questions should be submitted prior Date of bid query as mentioned in RFP highlights so that response shall be provided to all the vendors.

16. **Work Order:** The Bank will issue work order to the successful Bidder as per the terms of this RFP after completion of RFP process. Upon issuance of work order, the selected Bidders should submit written acceptance to the Bank within 2 working days of date of receipt of the work order.

17. The Commercial Offer should be quoted as per the given format as mentioned in PART-II Commercial Offer; no changes should be made in this RFP document/Format.

18. The vendor is not liberal to quote for new technical solutions or specifications separately.

19. By submitting a proposal, the Bidder agrees to promptly enter into an agreement with Bank for any work awarded to the Bidder. Failure on the part of the selected Bidder to execute a valid agreement with Bank within 15 days of receiving the work order will relieve Bank of any obligation to the Bidder, and the Bank will be at liberty to select another Bidder based on the selection process of Bank.

20. Sealed BID Document must reach Head Office as per the dates mentioned in RFP Highlights. Bids received after due date & time will not be accepted. Postal / courier delays will not be accepted.

21. The bid submitted by Telex / Fax / Telegrams / E-mail or any other similar manner will not be accepted.

22. The bid may not be withdrawn after submission and shall be valid for a period of 180 days.

23. No Commitment to Accept Lowest bid or Any RFP – Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this RFP. Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations in respect of the rejection.

24. Bid Document must be arranged in organized, structured and indexed manner as per the sequence mentioned in Technical eligibility Criteria. Brochures / leaflets and other documents with index, if not organized in index manner and documents not found at the time of RFP scrutiny, bank will reject the RFP. No communication in this regards will be entertained.

25. The vendors must identify by name, title, and telephone number, the person(s) in their

organization to who Bank can address questions during the evaluation of proposals.

26. An authorized officer of the vendor shall sign proposal(s) (supported by appropriate documentation). Any erasures or other changes included on any project submission shall bear the signature of the authorized officer only.

- a) The proposal should be complete in all respects and contain all information asked for, along with all the technical/product details. The Proposal should include all items asked for in the attached Annexure.
- b) Impression of company seal is required on each page of this RFP document and same should signed by company's authorized representative.
- c) Each page of original RFP document must duly sign & stamped as a token of acceptance of terms & condition. Original RFP Document must be submitted along with the offer; otherwise the bid will be rejected.

27. Earnest Money Deposit:

- a) Demand Draft/Pay Order of Rs. 2,00,000/- (Two Lakh rupees Only) as Earnest Money Deposit and Demand Draft/Pay Order of Rs. 5,000/- (Five thousand rupees only) as RFP document fee, favoring Chhattisgarh Rajya Sahakari Bank Maryadit, payable at Raipur.
- b) RFP made without EMD amount and RFP Document Fee will be rejected.
- c) The EMD deposits is non-interest bearing. RFP Document fee is non-refundable.
- d) The amount of EMD would be forfeited in following scenarios:
 - The EMD may be forfeited if a bidder withdraws his RFP during the period of bid validity.
 - In case of the successful bidder fails to accept and sign the agreement/ contract within the stipulated timeline for any reason whatsoever; or
- e) EMD of unsuccessful bidders will be released in due course.
- f) EMD of successful bidder will be discharged upon completion of project /the contract. This amount will be treated as Security/performance deposit.
- g) The EMD of successful bidder will be forfeited if he fails to sign the contract on accordance with terms & conditions.

28. If, in the opinion of Bank, a proposal / quote/documents contain false or misleading statements or references that do not support a function, attribute, capability or condition as contended by the vendor, it shall be rejected.

29. The terms and conditions applicable to any resulting contract are those contained herein this RFP. Any different or additional terms contained in bidder's purchase order acknowledgement or other document, are unacceptable to Bank and may be rejected.

30. The bank reserves the right to contact any Vendor, Client/Bank for clarification or information submitted, to contact current and past customers of the vendor and to use other sources of obtaining information regarding the Vendor, which may be deemed appropriate and would assist in the evaluation

31. The bank reserves the right to enter into a contract based upon proposals received without further discussion on such proposals. Accordingly, proposal should be submitted

with the vendor's best and competitive price, delivery and service capabilities. Bank may/if require, will negotiate on price with vendor/s.

32. RFP Evaluation Process:

- a) The Bank will first scrutinize technical offers submitted by vendor to determine whether they are complete and matching with the eligibility criteria and conditions mentioned in RFP document.
- b) RFPs will be opened in front of bank's Tender Committee and in presence vendor's representative. The date of opening of RFP document has been mentioned in the RFP. At the time of opening, bank will open main envelope (Common envelope) containing three (3) envelopes ONE for Technical Bid , Second for Commercial Bid and third for Pen-drive of scanned copies of all documents submitted against Technical Bid and Commercial bid. Technical bid envelope will be opened for technical bid evaluation on the date of technical bid opening.
- c) Post scrutiny of technical bid, commercial bid will be opened on the Commercial opening date. Bank will inform eligible vendors/bidders for negotiation or any decision that bank may take.
- d) The commercial bid of only technically eligible vendor/s after will be opened in front bank's Tender Committee and vendor/s representative.
- e) The non-eligible vendors will be informed by e-mail or postal service, EMD of all such vendors will be returned back.
- f) The vendor will be selected as per conditions and criteria mentioned in the RFP document.

33. The successful vendor has to start delivery of the ATM Systems within 20 Days from the date of Work Order. The necessary media, documents should be provided by the vendor to bank.

34. At the discretion of the Bank, there will be Acceptance Test before delivery inspection as per procedure conducted by the vendor in presence of the bank officials. In case of serious discrepancy in ATM Systems, Bank may cancel the entire work order and return the equipment back to the vendor.

35. The Successful Bidders should adhere to laws of the land and rules, regulations and guidelines issued by the various Regulatory, Statutory and Government authorities.

36. **Service Level Agreement (SLA):** The successful Bidder shall execute Service Level Agreement with the Bank upon signing of the contract agreement. Service Level Agreement, shall include overall terms of engagement, product level services, deliverables, clauses of confidentiality, non-disclosure, penalty, indemnity for violation of IPR, trademark, indemnity and terms and conditions of the services to be extended, any other conditions as may be prescribed by the Bank etc. Scope of Service may be enhanced based on Bank's business needs/Regulatory requirement on an ongoing basis; and the effective date of Agreement would be the date from which the services of the selected bidder will be operationalized.

a) **Standard of Performance and Service Level Definition and Measurement**

In addition to the service level requirements spelt out in the successful Bidder has to comply with all below mentioned requirements as well, to ensure adherence to project timelines, quality and availability of Service(s). Penalties shall not be levied on the successful Bidder, in case noncompliance to the said requirements only if the same has been solely due to reasons beyond the control of the Vendor

b) Service Level definition

Timeline and Penalty for delay in project implementation:

- The Selected Bidder shall be responsible for delivery; implementation and rollout of all the solutions required under this RFP.
- In the event of failure to deliver and / or install all required components of a fully functional ATM Machines and other related peripherals / components (as per the technical specification of the devices) within the stipulated time schedule or by the date extended by the Bank, unless such failure is due to reasons entirely attributable to the Bank, it will be a breach of contract. In such case, the Bank would be entitled to charge a penalty applicable for late delivery where 0.5% of 'cost of the ATM systems and other related peripherals / components excluding the AMC cost' will be deducted as penalty per month or part thereof for failure as indicated in the RFP with the maximum penalty of 2% of 'cost of the ATM Systems and other related peripherals / components excluding the AMC cost'.

- **SLA for Software Support**

Any software bug identified by Bank / vendor's service engineer would have to be fixed within the stipulated time depending upon the criticality of the issue.

37. The Bank reserves the right to alter the any quantities specified in the RFP.
38. Any publicity by the vendor in which the name of bank is to be used should be done only with the explicit written permission of the bank.
39. The agreement shall be signed between Bank and the successful Vendor for proper installation, operations and maintenance of ATM SYSTEM infrastructure.
40. **Expenses:** It may be noted that Bank will not pay any amount / expenses / charges / fees / travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses other than the "Agreed Professional Fee".
41. The bidder cannot change the 'Team Leader' during entire period of execution of the scope unless consented in writing by the Bank.
42. The bid should contain the resource planning proposed to be deployed for the project which includes, inter-alia, the number of personnel, skill profile of each personnel, duration etc.
43. **Termination:**
 - a) "Chhattisgarh Rajya Sahakari Bank Maryadit"/ the Purchaser may, terminate the Contract / Agreement by giving the Vendor / Bidder a prior and written notice of 6 (Six) months indicating its intention to terminate the Contract / Agreement under the following circumstances:

- i. Where it comes to "Chhattisgarh Rajya Sahakari Bank Maryadit / the Purchaser's attention that the Vendor / Bidder (or the Bidder's team) is in a position of actual conflict of interest with the interests of "Chhattisgarh Rajya Sahakari Bank Maryadit"/the Purchaser, in relation to any of terms of the Bidder's bid or the Contract / Agreement.
- ii. Where the Vendor's / Bidder's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Vendor / Bidder, any failure by the Vendor / Bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the Vendor / Bidder or the happening of any such events that are adverse to the commercial viability of the Vendor / Bidder.
- b) In the event of the happening of any events of the above nature, "Chhattisgarh Rajya Sahakari Bank Maryadit"/ the Purchaser shall reserve the right to take any steps as are necessary, to ensure the effective transition of the Service(s) to the next successor Bidder, and to ensure business continuity.
- c) **Terminations for Insolvency:** "Chhattisgarh Rajya Sahakari Bank Maryadit"/ the Purchaser may at any time terminate the Contract/Agreement by giving written notice of 6 months to the Vendor / Bidder, indicating its intention of termination the Contract / Agreement, without compensation to the Vendor / Bidder, if the Vendor / Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to "Chhattisgarh Rajya Sahakari Bank Maryadit"/ the Purchaser.
- d) **Termination for Default:** "Chhattisgarh Rajya Sahakari Bank Maryadit"/ the Purchaser, without prejudice to any other right or remedy for breach of Contract, by a written notice of default sent to the Vendor / Bidder, may terminate the Contract / Agreement in whole or in part.
- e) **Termination for other than Default:** "Chhattisgarh Rajya Sahakari Bank Maryadit" Bank / the Purchaser, without prejudice to any other right or remedy and without assigning any reason, may at its sole discretion, serve upon the Vendor / Bidder a written notice of 6 months, indicating its intention to terminate the Contract / Agreement and may terminate the Contract / Agreement in whole or in part

44. Consequences of Termination

- a) In the event of termination of the Contract / Agreement due to any cause whatsoever, [whether consequent to the stipulated term of the Contract / Agreement or otherwise], "Chhattisgarh Rajya Sahakari Bank Maryadit" / the Purchaser shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor / Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination / breach, and further allow the next successor vendor

/ bidder to take over the obligations of the erstwhile Vendor / Bidder in relation to the execution / continued execution of the scope of the Contract / Agreement.

- b) In the event that the termination of the Contract / Agreement is due to the expiry of the term of the Contract / Agreement, a decision not to grant any (further) extension by "Chhattisgarh Rajya Sahakari Bank Maryadit"/ the Purchaser, the Vendor / Bidder herein shall be obliged to provide all such assistance to the next successor vendor / bidder or any other person as may be required and as "Chhattisgarh Rajya Sahakari Bank Maryadit"/ the Purchaser may specify including training, where the successor(s) is a representative / personnel of "Chhattisgarh Rajya Sahakari Bank Maryadit /the Purchaser to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term / earlier termination hereof.
- c) Nothing herein shall restrict the right of "Chhattisgarh Rajya Sahakari Bank Maryadit"/ the Purchaser to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and / or remedies that may be available to "Chhattisgarh Rajya Sahakari Bank Maryadit"/ the Purchaser under law or otherwise.
- d) The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract / Agreement that are expressly or by implication intended to come into or continue in force on or after such termination.
- e) In the event of termination of this Contract / Agreement for any reason whatsoever, "Chhattisgarh Rajya Sahakari Bank Maryadit" Bank shall have the right to publicize such termination to caution the customers / public from dealing with the Vendor / Bidder
- f) Termination survives the Contract / Agreement.
- g) Conflict of interest: The Vendor / Bidder shall disclose to "Chhattisgarh Rajya Sahakari Bank Maryadit / the Purchaser in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor / Bidder or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.
- h) Publicity: The Vendor / Bidder shall not make or permit to be made a public announcement or media release about any aspect of the Contract / Agreement unless "Chhattisgarh Rajya Sahakari Bank Maryadit"/ the Purchaser first gives the Vendor / Bidder its prior written consent.

45. Intellectual property rights

- a) The selected bidder shall ensure that it has obtained appropriate rights to provide the Deliverables as per the terms and conditions contained in this RFP.
- b) The selected bidder shall be responsible for obtaining all necessary authorizations and consents from third party licensors of Software used by selected bidder in performing its obligations under this contract.
- c) If a third party's claim endangers or disrupts Bank's activities, the Vendor shall at no further expense, charge, fees or costs to the Bank, obtain a license/ authorization

so that the Bank may continue avail services in accordance with the terms of this RFP and subsequent Agreement.

46. **Insurance Coverage:** Selected bidder needs to insure any damage/loss to bank's assets stored at their premises. Also selected bidder need to obtain the transit insurance in case there is a movement of ATM SYSTEM Infrastructure from different locations.

47. **No outsourcing by selected bidder:** The selected bidder will undertake to provide the services required in this RFP to the Bank and will not outsource or subcontract any of the core activities of the contract to any firm/LLP/company.

48. The bidder is expected to quote for the prices of the services exclusive of taxes. All taxes and duties are extra.

49. Conditional price bid will be liable to rejected

50. This RFP is subject to standard Force Majeure and the bank reserves the rights to reject one or all RFPs without assigning any reason.

51. For any dispute, Raipur in Chhattisgarh state will be the sole jurisdiction.

52. Use of Contract Documents and Information

a) The Bidder / Vendor shall treat all documents, information, data and communication of and with "Chhattisgarh Rajya Sahakari Bank Maryadit"/ the Purchaser as privileged and confidential and shall be bound by the terms and conditions of the Non-Disclosure Agreement. The Bidder / Vendor shall execute the Non-Disclosure Agreement, as per Annexure simultaneously at the time of execution of the Contract. The Bidder / Vendor shall not, without Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample or information or data or drawings / designs furnished by or on behalf of Purchaser / "Chhattisgarh Rajya Sahakari Bank Maryadit" in connection therewith, to any person other than a person employed by the Bidder / Vendor in the performance of the Contract. Disclosure to any such employed person shall be made in utmost confidence and shall extend only so far as may be necessary and relevant for purpose of such performance and shall be subject to the terms and conditions of the Non-Disclosure Agreement.

b) The Bidder / Vendor shall not, without Purchaser's / Chhattisgarh Rajya Sahakari Bank Maryadit's prior written consent, make use of any document, data or information etc., enumerated in this Bid Documents save and except for due performance and observance of the Contract.

c) Any document, other than the Contract itself, enumerated in this Bid Documents shall remain the property of Purchaser / "Chhattisgarh Rajya Sahakari Bank Maryadit" and shall be returned (in all copies) to Bidder / Vendor on completion of the Bidder's / Vendor's performance under and in accordance with the Contract, if so required by Purchaser / "Chhattisgarhi Rajya Sahakari Bank Maryadit"

53. Indemnity

a) The Bidder / Vendor shall execute and furnish to the Purchaser / the Bank, a deed of indemnity in favor of the Purchaser / the Bank at the time of contract signing and shall

indemnify the Bank against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods, or any part thereof in India. The Bidder / Vendor shall, at their own expense, defend and indemnify the Bank against all third-party claims or infringement including that on account of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.

- b) The Bidder / Vendor shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the supplier shall be fully responsible for, including all expenses and court and legal fees. The Bank will give notice to the Bidder / Vendor of any such claim without delay, provide reasonable assistance to the Bidder / Vendor in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

54. Contract Amendments:

No variation in or modification of the terms of the Contract shall be made except by written mutual consent signed by both the Parties i.e., the Vendor / Bidder and the Bank.

55. Delay in the Vendor's / Bidder's Performance

- a. Performance of the Contract shall be made by the Vendor / Bidder in accordance with the time schedule specified by the Bank.
- b. Any delay by the Vendor / Bidder in the performance of its Contractual obligations, which the Bank shall in its sole discretion may adjudge, shall render the Vendor / Bidder liable to any or all the following sanctions:
1. Forfeiture of its performance guarantee
 2. Imposition of liquidated damages, and / or
 3. Termination of the Contract for default
- c) If at any time during performance of the Contract, the Vendor / Bidder encounter conditions impeding timely completion of the Service(s) under the Contract and performance of Service(s) / System, the Vendor / Bidder shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its causes. As soon as practicable after receipt of the Vendor's / Bidder's notice, the Bank shall evaluate the situation and may at its sole discretion extend the Vendor's / Bidder's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Contract.

56. Liquidated Damages

- a) If the Vendor fails to deliver any or all of the Service(s) / Systems or perform the Services within the time period(s) specified in the Contract / Agreement / fails to meet the Service Level Requirements, "Chhattisgarh Rajya Sahakari Bank Maryadit"/ Purchaser shall, without prejudice to its other rights and remedies under and in accordance with the Contract / Agreement, deduct from the Contract price, as liquidated damages, a sum equivalent to 0.50% per week or part thereof of cost of the contract subject to maximum

deduction of 2% of 'cost of the contract' of the delayed Service(s) or unperformed Service(s).

- b) If the Vendor fails to complete the entire works / Service(s) before the scheduled completion date or the extended date or if the Vendor repudiates the Contract before completion of the Services, "Chhattisgarh Rajya Sahakari Bank Maryadit"/ the Purchaser may without prejudice to any other right or remedy available to "Chhattisgarh Rajya Sahakari Bank Maryadit"/ the Purchaser as under the Contract recover from the Vendor, as ascertained and agreed liquidated damages and not by way of penalty:
- c) For the purpose of liquidated damages scheduled completion date will be taken as date of issuance of Acceptance Certificate / Commissioning.
- d) "Chhattisgarh Rajya Sahakari Bank Maryadit" / the Purchaser may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the Vendor in its hands (which includes "Chhattisgarh Rajya Sahakari Bank Maryadit" / the Purchaser's right to claim such amount against Vendor's Bank Guarantee) or which may become due to the Vendor. Any such recovery or liquidated damages shall not in any way relieve the Vendor from any of its obligations to complete the works / service(s) or from any other obligations and liabilities under the Contract / Agreement.

57. Resolution of Disputes:

The Parties shall use their best efforts to amicably settle all disputes arising out of or in connection with the Contract / Agreement in the following manner:

- a) The Party raising the dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- b) The matter will be referred for negotiation between "Chhattisgarh Rajya Sahakari Bank Maryadit"/ the Purchaser and the Vendor. The matter shall then be resolved by them, and the agreed course of action documented within a further period of 15 days.

The Parties agree that any dispute between the Parties, which cannot be settled by negotiation in the manner, described above, may be resolved exclusively by arbitration and such dispute may be submitted by either party to arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Raipur (Chhattisgarh) and conducted in accordance with the provision of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint "Chhattisgarh Rajya Sahakari Bank Maryadit" "RFP for ATM Systems"

Arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator. The arbitration proceedings shall be conducted in the English language. Subject to the above, the courts of law at Bhopal alone shall have the jurisdiction in respect of all matters connected with the Contract / Agreement. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the

application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Vendor shall not be entitled to suspend the Service(s) or the completion of the job, pending resolution of any disputes between the Parties and shall continue to render the Service(s) in accordance with the provisions of the Contract / Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings. The provision under this section survives the Contract / Agreement.

58. 'NO CLAIM' Certificate:

The Vendor shall not be entitled to make any claim, whatsoever, against "Chhattisgarh Rajya Sahakari Bank Maryadit", under or by virtue of or arising out of, the Contract / Agreement, nor shall "Chhattisgarh Rajya Sahakari Bank Maryadit" entertain or consider any such claim, if made by the Vendor after he has signed a 'No Claim' Certificate in favour of "Chhattisgarh Rajya Sahakari Bank Maryadit" in such forms as shall be required by "Chhattisgarh Rajya Sahakari Bank Maryadit" after the works / Service(s) are finally accepted.

59. Survival:

- a) Any provision of the Contract / Agreement which, either expressly or by implication, survive the termination or expiration of the Contract / Agreement, shall be complied with by the Parties including that of the provisions of indemnity, confidentiality, non-disclosure in the same manner as if the present Contract / Agreement is valid and in force and effect.
- b) The provisions of the clauses of the Contract / Agreement in relation to Documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of the Contract / Agreement and in relation to confidentiality, the obligations continue to apply unless "Chhattisgarh Rajya Sahakari Bank Maryadit"/ the Purchaser notifies the Vendor of its release from those obligations.

60. No Agency:

The Service(s) of the Vendor herein shall not be construed as any agency of "Chhattisgarh Rajya Sahakari Bank Maryadit"/ the Purchaser and there shall be no principal agency relationship between "Chhattisgarh Rajya Sahakari Bank Maryadit" and the Vendor in this regard

61. No Set-off, counter-claim and cross claims:

In case the Vendor / Bidder has any other business relationship with "Chhattisgarh Rajya Sahakari Bank Maryadit"/ the Purchaser, no right of set-off, counter-claim and cross-claim and or otherwise will be available under this Contract / Agreement to the Vendor / Bidder for any payments receivable under and in accordance with that business. .

62. Key Performance Measurements:

Unless specified by "Chhattisgarh Rajya Sahakari Bank Maryadit"/ the Purchaser to the contrary (in writing), the Vendor / Bidder shall perform the Service(s) and carry out the Service(s) under and in accordance with the terms of the Contract / Agreement.

63. Commencement and Progress:

The Vendor / Bidder shall proceed to carry out the Service(s) with diligence and care in accordance with any stipulation as to the time, manner, mode, and method of execution contained in the Contract / Agreement and shall meet the standards of good industry practice.

64. Statutory Requirements:

During the tenure of the Contract / Agreement nothing shall be done by the Vendor / Bidder in contravention of any law, act and / or rules / regulations, there under or any amendment thereof governing inter-alia customs, foreign exchange, etc., and shall keep "Chhattisgarh Rajya Sahakari Bank Maryadit" / the Purchaser, its directors, officers, employees, representatives, agents and consultants indemnified in this regard. The Vendor / Bidder shall procure any further approvals, consents as may be deemed necessary due to change in the applicable law or regulatory framework or any other reason. The Vendor / Bidder shall maintain accounts and relevant records as per the requirements of Reserve Bank of India Master Circular on outsourcing

65. Contract Prices

- a) The prices stated, shall remain valid for the contract period. Bank may give orders for additions at the same price. Any reduction in prices due to the principal reducing the prices, reduction in duties, taxes etc., by the Government, shall be passed on to the Bank during the validity period.
- b) The quoted prices shall be all exclusive of all applicable taxes, duties.
- c) Save and except as otherwise provided herein, prices quoted by the Bidder shall remain fixed during the Bidder's performance of the contract and will not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- d) Price should not be indicated at any place in the Technical Bid. If the price is indicated in the technical bid, the entire bid will be summarily rejected.
- e) The prices for the goods and services that the Bidder will supply shall be quoted in Indian Rupees. Any reference made to variation in pricing due to appreciation / depreciation of Indian rupees against any other currency is not acceptable.
- f) Any bid received, which is not in line with these conditions will be summarily rejected. Any commercial bid, which is conditional and / or qualified or subjected to suggestions or attaching any addendum / annexure, will also, be summarily rejected.

66. Information Security

- a) The Vendor/ Bidder and its personnel shall not carry any written material, layout, diagrams, floppy diskettes, hard disk, storage tapes or any other media out of "Chhattisgarh Rajya Sahakari Bank Maryadit" / Purchaser's premises without written permission from "Chhattisgarh Rajya Sahakari Bank Maryadit"/ the Purchaser.

- b) The Vendor / Bidder personnel shall follow "Chhattisgarh Rajya Sahakari Bank Maryadit"/ the Purchaser's information security policy and instructions in this behalf.
- c) The Vendor / Bidder acknowledges that "Chhattisgarh Rajya Sahakari Bank Maryadit"/ the Purchaser's business data and other proprietary information or materials, whether developed by "Chhattisgarh Rajya Sahakari Bank Maryadit"/ the Purchaser or being used by "Chhattisgarh Rajya Sahakari Bank Maryadit"/ the Purchaser pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to "Chhattisgarh Rajya Sahakari Bank Maryadit"/ the Purchaser; and the Vendor / Bidder agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Vendor / Bidder to protect its own proprietary information. Vendor / Bidder recognizes that the goodwill of "Chhattisgarh Rajya Sahakari Bank Maryadit"/ the Purchaser depends, among other things, upon Vendor / Bidder keeping such proprietary information confidential and that unauthorized disclosure of the same by Vendor / Bidder could damage "Chhattisgarh Rajya Sahakari Bank Maryadit"/ the Purchaser. By reason of Vendor's / Bidder's duties and obligations hereunder, Vendor / Bidder may come into possession of such proprietary information, even though the Vendor / Bidder does not take any direct part in or furnish the Service(s) performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the Services required by the Contract / Agreement. Vendor / Bidder shall use such information only for the purpose of performing the Service(s).
- d) Vendor / Bidder shall, upon termination of the Contract / Agreement for any reason, or upon demand by "Chhattisgarh Rajya Sahakari Bank Maryadit"/ Purchaser, whichever is earliest, return any and all information provided to Vendor / Bidder by "Chhattisgarh Rajya Sahakari Bank Maryadit"/ the Purchaser, including any copies or reproductions, both hardcopy and electronic copy.

67. Ownership and Retention of Documents

- a) "Chhattisgarh Rajya Sahakari Bank Maryadit"/ the Purchaser shall own the documents, prepared by or for the Vendor / Bidder arising out of or in connection with the Contract / Agreement.
- b) Forthwith upon expiry or earlier termination of the Contract / Agreement and at any other time on demand by "Chhattisgarh Rajya Sahakari Bank Maryadit"/ the Purchaser, the Vendor / Bidder shall deliver to "Chhattisgarh Rajya Sahakari Bank Maryadit" the Purchaser all documents provided by or originating from "Chhattisgarh Rajya Sahakari Bank Maryadit"/ the Purchaser and all documents produced by or from or for the Bidder in the course of performing the Service(s), unless otherwise directed in writing by "Chhattisgarh Rajya Sahakari Bank Maryadit"/ the Purchaser at no additional cost. The Vendor / Bidder shall not, without the prior written consent of "Chhattisgarh Rajya Sahakari Bank Maryadit"/ the Purchaser store, copy, distribute or retain any such Documents.

68. Data Ownership

By virtue of the Contract / Agreement, the Vendor's / Bidder's team may have access to personal and business information of "Chhattisgarh Rajya Sahakari Bank Maryadit"/ the Purchaser and /or a third party or any taxpayer, any other person covered within the ambit of any Income tax legislation. "Chhattisgarh Rajya Sahakari Bank Maryadit"/ the Purchaser have the sole ownership of and the right to use, all such data in perpetuity including any data or other information pertaining to the subscriber that may be in the possession of the Vendor / Bidder or Vendor's / Bidder's team in the course of performing the Service(s) under the Contract / Agreement.

69. Representations and Warranties

In order to induce "Chhattisgarh Rajya Sahakari Bank Maryadit"/ the Purchaser to enter into the Contract / Agreement, the Vendor / Bidder hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

- That the Bidder is a company which has the requisite qualifications, skills, experience and expertise in providing Information and Communication Technology (ICT) and other Service(s) contemplated hereunder to third parties, the technical know-how and the financial wherewithal, the power and the authority to enter into the Contract / Agreement and provide the Service(s) / Systems sought by "Chhattisgarh Rajya Sahakari Bank Maryadit"/ the Purchaser.
- That the Vendor / Bidder is not involved in any major litigation, potential, threatened and existing, that may have an impact of affecting or compromising the performance and delivery of Service(s) / Systems under the Contract / Agreement.
- That the representations made by the Vendor / Bidder in its bid are and shall continue to remain true and fulfill all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Contract / Agreement and the Bid Documents and unless "Chhattisgarh Rajya Sahakari Bank Maryadit"/ the Purchaser in writing specifies to the contrary, the Vendor / Bidder shall be bound by all the terms of the bid.
- That the Vendor / Bidder has the professional skills, personnel and resources / authorizations that are necessary for providing all such services as are necessary to perform its obligations under the bid and this Contract / Agreement.
- That the Vendor / Bidder shall use such assets of "Chhattisgarh Rajya Sahakari Bank Maryadit"/ the Purchaser as the Purchaser may permit for the sole purpose of execution of its obligations under the terms of the bid, Tender or the Contract / Agreement. The Bidder shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.
- That the Vendor / Bidder shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process / product free from all claims, titles, interests and liens thereon and shall keep

"Chhattisgarh Rajya Sahakari Bank Maryadit"/ the Purchaser, its directors, officers, employees, representatives, consultants and agents indemnified in relation thereto.

- That all the representations and warranties as have been made by the Vendor / Bidder with respect to its bid and Contract / Agreement, are true and correct, and shall continue to remain true and correct through the term of the Contract.
- That the execution of the Service(s) herein is and shall be in accordance and in compliance with all applicable laws as amended from time to time and the regulatory framework governing the same.
- That the Bidder has the corporate power to execute, deliver and perform the terms and provisions of the Contract / Agreement and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Contract / Agreement.
- That all conditions precedent under the Contract / Agreement has been complied.
- That neither the execution and delivery by the Vendor / Bidder of the Contract / Agreement nor the Vendor's / Bidder's compliance with or performance of the terms and provisions of the Contract / Agreement (i) will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or governmental authority binding on the Vendor / Bidder (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Vendor / Bidder is a party or by which it or any of its property or assets is bound or to which it may be subject or (iii) will violate any provision of the Memorandum and Articles of Association of the Vendor / Bidder.
- That the Vendor/ Bidder certifies that all registrations, recordings, filings and notarizations of the Contract / Agreement and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the Vendor / Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract / Agreement have been made.
- That the Vendor / Bidder confirms that there has not and shall not occur any execution, amendment or modification of any agreement / contract without the prior written consent of "Chhattisgarh Rajya Sahakari Bank Maryadit"/ the Purchaser, which may directly or indirectly have a bearing on the Contract / Agreement or Service(s).
- That the Vendor / Bidder owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all Intellectual Property Rights, which are required or desirable for the Service(s) and the Vendor / Bidder does not, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. None of the Intellectual Property or Intellectual Property Rights owned or enjoyed by the Vendor / Bidder or which the Vendor / Bidder is licensed to use, which are material in the context of the Vendor's / Bidder's business and operations are being infringed nor, is there any

infringement or threatened infringement of those Intellectual Property or Intellectual Property Rights licensed or provided to the Vendor / Bidder by any person. All Intellectual Property Rights (owned by the Vendor / Bidder or which the Bidder is licensed to use) are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep "Chhattisgarh RajyaSahakari Bank Mydt (APEX BANK)"/the Purchaser, its directors, officers, employees, agents, representatives and consultants indemnified in relation thereto.

70. Confidentiality

The Parties agree that they shall hold in trust any Confidential Information received by either Party, under the Contract / Agreement, and the strictest of confidence shall be maintained in respect of such Confidential Information. The Parties also agree:

- To maintain and use the Confidential Information only for the purposes of the Contract / Agreement as permitted herein;
- to only make copies of only such documents / paper as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original;
- to restrict access and disclosure of Confidential Information to such of their employees, agents, vendors, and Bidders strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this Clause and
- To treat Confidential Information as confidential for a period of [five (5)] years from the date of receipt. In the event of earlier termination of the Contract / Agreement, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such termination.
- Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within 30 (thirty) days of such disclosure. Confidential Information does not include information which:
- the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
- is independently developed by the recipient without breach of the Contract / Agreement ;
- information in the public domain as a matter of law;
- is received from a third party not subject to the obligation of confidentiality with respect to such information;
- is released from confidentiality with the written consent of the other Party.
- The recipient shall have the burden of proving that Clauses above are applicable to the information in the possession of the recipient.
- Notwithstanding the foregoing, the Parties acknowledge that the nature of the Service(s) to be performed under this Contract / Agreement may require the Vendor's/ Bidder's personnel to be present on premises of "Chhattisgarh Rajya

Sahakari Bank Maryadit"/ the Purchaser or may require the Vendor's / Bidder's personnel to have access to computer networks and databases of "Chhattisgarh Rajya Sahakari Bank Maryadit" the Purchaser while on or off premises of "Chhattisgarh Rajya Sahakari Bank Maryadit" the Purchaser.

- It is understood that it would be impractical for "Chhattisgarh Rajya Sahakari Bank Maryadit"/ the Purchaser to monitor all information made available to the Vendor / Bidder under such circumstances and to provide notice to the Vendor / Bidder of the confidentiality of all such information. Therefore, the Vendor / Bidder agrees that any technical or business or other information of the "Chhattisgarh Rajya Sahakari Bank Maryadit" Bank / Purchaser that the Vendor's / Bidder's personnel, or agents acquire while on the "Chhattisgarh Rajya Sahakari Bank Maryadit"/ Purchaser premises, or through access to "Chhattisgarh Rajya Sahakari Bank Maryadit" / the Purchaser computer systems or databases while on or off "Chhattisgarh Rajya Sahakari Bank Maryadit" / the Purchaser premises, shall be deemed Confidential Information.
- Confidential Information shall at all times remain the sole and exclusive property of the disclosing Party. Upon termination of the Contract / Agreement, Confidential Information shall be returned to the disclosing Party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the Parties. Nothing contained herein shall in any manner impair rights of "Chhattisgarh Rajya Sahakari Bank Maryadit" / the Purchaser in respect of the Systems, Service(s), and Documents etc.
- In the event that any of the Parties hereto becomes legally compelled to disclose any Confidential Information, such Party shall give sufficient notice to the other Party to enable the other Party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of the Contract / Agreement without the prior written consent of the other Party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving Party applies to its own similar confidential information but in no event less than reasonable care. The obligations of this Clause shall survive the expiration, cancellation or termination of this Contract / Agreement.
- The provision of this clause shall survive termination of the Contract / Agreement till such Confidential Information enters public domain or as stated above.

71. Entire Contract

The terms and conditions laid down in the Bid Document and all Annexure thereto shall be read in consonance with and form an integral part of the Contract / Agreement. This Contract supersedes any prior Contract, understanding or representation of the Parties on the subject matter

72. Governing Law

The Contract / Agreement shall be governed in accordance with the laws of Republic of India. These provisions shall survive the Contract / Agreement.

73. Jurisdiction of Courts

The courts of India at Raipur, Chhattisgarh have exclusive jurisdiction to determine any proceeding in relation to the Contract / Agreement. These provisions shall survive the Contract / Agreement.

74. Force Majeure

a) Notwithstanding the provisions of this RFP the Vendor shall not be liable for forfeiture of its Performance Bank Guarantee, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract / Agreement is the result of an event of Force Majeure.

b) For purpose of this Clause "Force Majeure" means war or revolution, terrorist act, fire, flood, earthquake, epidemic, quarantine restriction and freight embargoes.

c) If a Force Majeure situation arises, the Vendor shall promptly notify the Bank in writing of such conditions and the cause thereof. Unless otherwise directed by the Bank in writing, the Vendor shall continue to perform its 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. The Bank may terminate the Contract / Agreement, by giving a written notice of minimum 6 months to the Vendor, if as a result of Force Majeure the Vendor is unable to perform a material portion of the Service(s) for a period of more than 90days.

75. Suspension of Payment to the Vendor / Bidder

"Chhattisgarh Rajya Sahakari Bank Maryadit" may by a written notice of suspension, suspend all payments to the Vendor / Bidder under the Contract / Agreement, if the Vendor / Bidder failed to perform any of its obligations under the Contract / Agreement, (including the carrying out of the service(s)) provided that such notice of suspension:

i. Shall specify the nature of the failure and

ii. Shall request the Vendor / Bidder to remedy such failure within a specified period from the date of issue of such notice of suspension.

76. Intellectual Property Rights:

a) the Licensor hereby confirms that:

i. To the best of Licensor's knowledge, the Software Solution does not infringe upon any intellectual property of any third party.

ii. All Intellectual Proprietary Rights in Software Solution, Updates, Confidential Information and Trademarks belong to Licensor and have been duly procured by Licensor from authorised sources.

b) the Licensee hereby states that;

i. The Licensee hereby expressly disclaims any and all Intellectual Proprietary Rights in the Software Solution.

ii. The Licensee shall promptly notify the Licensor of any unauthorized third-party duplication, distribution or use of Software Solution which comes to attention of Licensee and shall provide the Licensor with whatever reasonable assistance as necessary to (i) stop such activities and (ii) recover and / or destroy such unauthorized copies.

- iii. The Licensee shall not attempt to register any of Trademarks, company names or trade names or any logo used or associated with Software Solution nor shall the Licensee attempt to develop or in any way develop any products, which is similar to any portion of Software Solution.
- iv. All Intellectual Property Rights in respect of Software Solution delivered to Licensee under this Contract and subsequent support and services including but not limited to product fixes, modifications or enhancements that are either release generally (such as commercial product service packs) or that are provided to Licensee when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds) shall belong exclusively to Licensor.

77. Limitation of Liability

Vendor's liability under this contract is limited to the amount of fees considerations received by it reduced by the associated costs, till such time as the Software Solution is under warranty from Vendor. After expiry of warranty and provided the Client has entered into an Annual Maintenance Contract (AMC) for maintenance and support of the Software Solution, such liability will be limited to the amount of AMC fees paid to Vendor during the calendar year of such claim. Under no circumstances shall the liability of Vendor regardless of the nature of claim whether in contract, tort, strict liability or any other theory of liability, exceed the amount mentioned above.

The aforesaid limitation does not apply to any liability of the Vendor towards violation of third party Copyrights / Intellectual Property Rights as well as any acts of gross negligence, misconduct or fraud on the part of the Vendor or its representatives causing direct loss to the Bank causing mal-functioning or non-functioning of the Software and where such claims are subjected to and decided by the court of law.

The Vendor shall not be liable for any special, indirect, incidental or consequential damages of any kind including but not limited to loss of use, data, profit, income, business, anticipated savings, reputation, and more generally, any loss of an economic or financial nature, which may be deemed as consequential incident of the claim.

The foregoing states and constitutes the entire obligations and liabilities of Licensor to Licensee.

78. Penalties:

a) Penalty for delay in Delivery: The system is to be delivered within stipulated time from the date of order:-

- i. For this purpose, delivery means delivery of all the ordered equipment(s) including interface cables at the site along with the set of document/ CDs/ on operational use of the equipment, one set of CD ROMS/DVD containing the original system software and all the relevant documentation of the system add on utilities as specified in the orders.

- ii. If the bidder fails to deliver any or all goods or perform services within stipulated time schedule, the purchaser shall, without prejudice to its other remedies under the rate contract, deduct penalty at the rate of 0.5% of the order / invoice value of undelivered equipment /system for per week of delay, as late delivery charges until actual delivery of the equipment subject to a maximum of 2%of the order value. The Penalty will be charged on order value for the items for which delivery is delayed.
- iii. The Bank is entitled to with hold (deduct) from the purchase price or any other amount, which is due to bidder/ supplier from the contract.
- iv. The Bank reserves the right to cancel the order in case non-completion of Delivery/ services mentioned in this RFP.

b) Penalty for delay in Installation:

Penalty will be charged @0.5% of order value per week delay in installation, subject to maximum 5% of order value of uninstalled items (out of total order value), which will be over & above the late delivery charges. If installation is delay due to Bank dependency and acceptable to the Bank, then no penalty will be levied.

c) Recovery of Penalty:

- (I) **During warranty Period:** Amount of penalty will be recovered from vendor, on demand from Bank. The vendor undertakes to pay the penalty amount as prescribed by the Bank. Bank reserve the right to invoke the Bank Guarantee for recovering the penalty amount.
- (II) **During AMC Period:** Amount of penalty as per above clauses will be recovered/adjusted while making payment of the next renewal of AMC for CD. In case of non-renewal of AMC, vendor will submit a unconditional undertaking to pay the pending penalty amount or damages immediately after demand from CSCB.

The Bank reserves the right to recover the penalty amount by any mode such as adjusting from the payment to be made by the Bank to the Bidder.

79. General Terms:

- a) The Vendor must ensure before delivery that Operating System is hardened to block the services which are not required. Vendor must ensure that only White listed necessary services run in the system. The vendor should provide solution to take care of intrusion detection, port scans and other common virus attacks. Normal ware including viruses, Trojans, enter and affect the system. Deployment and updation of patches of all third party software will be responsibility of the vendor.
- b) ATMs/ CDs should have pre-installed with latest licensed Antivirus Solution with latest patches. Patches are to be updated during preventive maintenance activities.
- c) As per RBI/NABARD guidelines, the bidder should provide the ATMs/CDs with solution of "Talking CD (Cash Dispenser) for All" as per the specifications provided as Annexure Sections (for ATM Machine / CDs). Vendor also provides the complete

solution and related files (Software/ utility/ voice files etc) of talking facility (Visual Impaired Solution) to Bank in separate DVD.

- d) The successful bidder(s) should provide end to end solution and implementation, including server/ switch interface / API application component suitable for visually challenged persons (with audio support) for all above ATMs/CDs in English and Multi languages.
- e) In future, if RBI or any other regulatory authority issues guidelines for development/ implementation for more options in regional languages, the same should be provided to the Bank without any additional cost. The CDs should have Voice Guidance flow enabled for the visually challenged along with Text to Speech, web extension services, functional keys based voice guidance support with internal speakers & jack. The Bidder should also participate in the testing and end to end implementation and rollout without any additional cost to the Bank.
- f) The successful bidder(s) shall undertake responsibility to deploy the display screens in ATM/ CDs during the Preventive Maintenance activity without any additional cost during the tenure of the Warranty including AMC period. Screens will be provided in JPEG or any other format by the Bank
- g) The Vendor must agree to buy back the existing ATM/ CDs of any Make on "As IS WHEREIS" basis. The Vendor should also undertake the de-installation of existing ATMs/CDs and installation of new CD will be completed within Three working days to minimize the downtime and handover the hard disk of the old CD to the respective branches. It should be done as a project and vendor should take back the existing CD and install the new CD simultaneously.
- h) Vendor should undertake the shifting of CDs anywhere in India in case of requirement. The price quoted should be inclusive of all expenditures incidental to shifting including dismantling, packing, loading, unloading, unpacking, de-installation and reinstallation charges. Bank will pay only the actual transporting charges. All other charges will be bear by bidder. The cost of transit insurance will be reimbursed to the bidder on the production of policy/receipt of premium.
- i) The ATMs / CDs to be supplied & installed must be new (not refurbished) equipped with biometric functionality from initial stage i.e. CDs must have biometric authentication capability with finger print reader as per Aadhaar specifications/ Biometric Solution of the Bank / NPCI/ RBI and same is required from the initial stage.
- j) The ATMs/CDs to be supplied & installed must be new (not refurbished) with EMV functionality from initial stage i.e. CDs must have EMV functionality as per specifications mentioned in the Annexure and same is required from the initial stage.
- k) The ATMs/ CDs to be supplied & installed must be new (not refurbished) with functionality of Text to Speech for Visual Impaired persons from initial stage as per specifications mentioned in the Annexure and same is required from the initial stage.

- l) Service provider should also ensure that in case, RBI, IBA, Central /State govt. /Police authorities or any other law enforcement agency prescribed any new guidelines will be followed without any extra cost to Bank during the one year warranty period.
- m) For compliance of any new guidelines by these Organizations / up gradation post warranty, the charges, if any, shall be mutually decided between the Bank and the Bidder on the basis of prevailing rates in the Banking Industry.
- n) Subsequent to Go-live of the CD, Bidder shall have to comply with all upcoming mandates and other guidelines of RBI, NPCI and card associations (Visa, RuPay, etc. as applicable), as well as to updated PCI-DSS security guidelines. Any development required for such compliance will be at no additional cost to the Bank during the one year warranty period.
- o) For all upcoming mandates and other guidelines of RBI, NPCI and card associations (Visa, RuPay, MasterCard etc. as applicable) post warranty, the charges shall Regulatory compliance /up gradation post warranty, the charges shall be mutually decided between the Bank and the Bidder on the basis of prevailing rates in the Banking Industry.
- p) Loading of screens, EJ pulling agents, Terminal Master Keys, configuration with IP addresses
- q) Providing patch cord of requisite length (upto5meters) during installation and to provide additional patch cord up to 5 meter to respective ATM/CD link branch.
- r) Providing training to the branch staff/custodians as per requirement of the Bank. The training should include all aspects of functioning of the ATM/CD, trouble shooting, first level maintenance, how to take backup and retrieval of images captured by the DVR system etc.

(The above list is only illustrative and not exhaustive)

Annexure-I
(Tender Covering Letter on Bidder's Letter Head)

To,
The Managing Director,
Chhattisgarh Rajya Sahakari Bank Maryadit,
4th Floor, "Sahakar Bhawan", Plot No. 74, Sector 24,
Atal Nagar, Nava Raipur (C.G.) – 492002

Dear Sir,

Subject: Request for proposal (RFP) for ATM Systems as per the Technical Specification mentioned in the Tender Ref. No. _____ dated _____

With reference to above RFP, having examined and understood the instructions including all Annexure, terms and conditions forming part of the Bid, we hereby enclose our offer for "RFP for ATM Systems" forming Technical as well as Commercial Bids being parts of the above referred Bid.

Further, we agree to abide by the terms and conditions of this tender and our offer shall remain valid for 180 days from the date of Commercial bid opening and our offer shall remain binding upon us which may be accepted by the Bank any time before expiry of 180 days.

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

In the event of our selection by the Bank for Supply, Installation, Commissioning, Integration and Maintenance of ATMs/ Cash Dispensers (CDs) , we will submit a Performance Guarantee for a sum equivalent to 3 % of the total order value for the due performance of the contract valid for 96 months (i.e., 84 months PLUS 12 months claim period) in favour of the Bank in two parts. It will be submitted centrally at Head Office of the CG-APEX Bank within 15 days from the date of acceptance of the order or signing of the contract whichever is earlier.

We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive. We also certify that we are not blacklisted/ banned by any Public sector Bank/ PSU/ GOI Department at the time of bid submission and also not under a Declaration of Ineligibility for Corrupt or Fraudulent Practices with any of the Government or Public Sector Units.

Dated this _____ day of _____, 2021

Yours sincerely, (Signature and Stamp of Company)

[Authorized Signatory (same as signing the proposal) – Bidder]

Name:

Designation

Date:

ANNEXURE-II
(BIDDER'S INFORMATION)

To,
The Managing Director,
Chhattisgarh Rajya Sahakari Bank Maryadit,
4th Floor, "Sahakar Bhawan", Plot No. 74, Sector 24,
Atal Nagar, Nava Raipur (C.G.) – 492002

Dear Sir,

Subject: Request for proposal (RFP) for Supply, Installation, Commissioning and Maintenance of ATMs /Cash Dispensers (CDs) and other related components as per the Technical Specification mentioned in the Tender Ref No:_____ dated _____

With reference to RFP No _____ dated _____

(Read with its Addendums / Corrigendum / Amendments), we hereby submit necessary information here under:-

1.	Name & address of the Company with direct phone numbers	
2.	Name of the company	
3.	Registration No. and date of establishment	
4.	Website Address	
5.	Email Address	
6.	Details of : a)Description of business and business background -No. of ATMs supplied, installed and commissioned till date. b) Service Profile & client profile. -Names of Scheduled commercial Banks /Banks for whom ATMs are supplied.	

	c) Domestic & International presence Alliance and joint ventures d) No. of staff members			
7.	Detail of Tender Fee and Earnest Money Deposited.			
8.	Figures for last 3 years (in Crores with two decimal):-	2018-19 (Audited)	2019-20 (Audited)	2020-21 (Audited/ Unaudited)
	Annual Turn-Over			
	Profit			
	Net Worth			

DECLARATION

I/We hereby declare that the terms and conditions of the tender stated herein and as may be modified/ mutually agreed upon are acceptable and binding to me/us. We understand and agree and undertake that:-

1. The Bank is not bound to accept the lowest bid or may reject all or any bid.
2. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a Contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding Contract between us.
3. If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.
4. The Bank may accept or entrust the entire work to one Bidder or divide the work to more than one bidder without assigning any reason or giving any explanation what so ever and the Bank's decision in this regard shall be final and binding on us. Bidder means the vendor who is decided and declared so after examination of commercial bids.
5. We assure to comply with the hardware configuration that will be original, no duplicate or old/used parts will be supplied. Software licenses numbers will be provided and will be genuine.
6. We undertake that the ATMs/CDs offered will be configured with valid Original components only of the same brand.
7. We undertake to give a service commitment along with availability of spare

parts.

- 8. Bank may accept or entrust the entire work to one Bidder or divide the work to more than one bidder without assigning any reason or giving any explanation whatsoever and the Bank's decision in this regard shall be final and binding on us.
- 9. Bidder means the vendor who is decided and declared so after reverse auction process.
- 10. If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.

Name of person Authorized to sign	
Mobile No.	
Email	

Yours sincerely, (Signature and Stamp of Company)

[Authorized Signatory (same as signing the proposal) – Bidder]

Name:
Designation
Date:

ANNEXURE-III

Acceptance and Compliance Certificate

(To be furnished of Bidder's Letter Head)

All Terms and Conditions including Scope of Work & Technical Specifications

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

Chhattisgarh Rajya Sahakari Bank Maryadit 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 sincerely,

Signature and Stamp of Company

[Authorized Signatory (same as signing the proposal) – Bidder]

Name:

Designation

Date:

ANNEXURE-IV

Audited Financial Results Certificate

(To be provided by Chartered Accountant/ Statutory Auditor)

This is to certify that M/s _____, a Firm/LLP/Company Registered /incorporated under the Shop & Establishment Act /LLP act/ Companies act,1956 /2013 with its headquarters at _____ is having more than Rs.50 Crores Annual Turn-over during the last three years and is having Positive Net Worth in the last three Financial Years.

Sr.No.	Year	Annual Turn-Over in India (in Cr)	Net Worth (in Cr)
1	FY2018-19 (Audited)		
2	FY2019-20 (Audited)		
3	FY2020-21 (Audited/ Unaudited)		

Date:

Signature of CA/ Statutory Auditor

Name of CA/Statutory Auditor:

Designation:

Seal of Company

ANNEXURE-V

(Technical Specification for ATM Machines/CDs)

A. Technical specification for ATM/CDs

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

The basic common configuration to be submitted by the Bidder for the Front-Loading CASH DISPENSER (CD):

Sr. No.	Basic Common Configuration of CD	Yes/No	Comments
Make	(Mention here the MAKE of ATM system)_____		
1	Customer Interface:		
1.1	15" LCD Display with Touch Screen		
1.2	CD must have Braille Decals on Customer interface modules like card entry slot, Cash exit slot, receipt slot in order to ensure ease of access for visually challenge person.		
1.3	CD to have hardware for voice guidance headphone jack and speaker.		
1.4	Power consumption of the CD for average 300 transaction should not be more than 100 Wats		
2	Pc core Processor:		
2.1	Embedded processor Intel® i5, 6 th Generation or higher with a minimum clock speed of 2 GHz and 6MB Cache or higher with minimum 8 GB RAM.		
2.2	Memory Type DDR4 or Higher		
2.3	Minimum 2 * 1 TB SATA OR 1 * 500 GB SSD & 1 * 1TB SATA Hard disk drive or above		
2.4	A minimum 2 USB Ports		
2.5	10/100 mbps LAN card		
3	Software& OS:		
3.1	Windows 10 (1809 LTSC) with latest service packs		
3.2	Supporting CD driver emulations NDC / Diebold 912		
3.3	CD should be preloaded with CEN3.2 or higher		

	compliant XFS software and should be capable of running multi-vendor software without any hardware / operating system changes.		
3.4	Application Software run time License for interface between CD Bank Switch for online CD operation.		
3.5	EMV Software run time license for using smartcard functionality on CD.		
4	Currency Chest:		
4.1	CEN 1 or higher safes		
4.2	S&G OTC / SECURAM OTC Lock with UL or higher certified with OTC functionality as per the current MHA / RBI guidelines facility. Lock should be programmable from a central system to generate OTC as per the schedule by Bank / CIT.		
5	Cash Dispensers Module:		
5.1	Vacuum/Friction Pick technology presenting mechanism		
5.2	Multi-Media dispense with bunch presenter.		
5.3	Capable of handling old CD fit currency notes		
5.4	Minimum of dispensing/stacking speed of 4 notes		
5.5	Minimum Currency dispensing capacity of 40 currency note per cycle.		
4.6	Capability to dispense multiple denomination currencies.		
4.7	Retract and purge capability however cash retraction should be disabled as of now as per RBI mandate. However, the CDs should be capable to be enabled for cash retraction if so desired by the Bank in future.		
4.8	Block shaft		
5	Lockable Currency Cassettes:		
5.1	Pick Module with 4 cassettes with Latch & Lock (As per RBI guidelines)		
5.2	Removable Divert bin with Latch (Purge bin) & Lock (As per RBI guidelines)		
5.3	Indication of proper insertion of cassettes		
5.4	Each cassette should hold minimum of 2500 notes		
5.5	Capable of Multi currency dispensing		
5.6	Capable of dispensing Rs.50/-, Rs.100/-, Rs.200/- Rs.500/- and Rs.2000/- notes. All cassettes should be capable of dispensing all Notes.		

6	Card Reader:		
6.1	Smart Dip card Reader with media entry indicator having capability to read magnetic strip & smart card chip.		
6.2	Capability to read track 1 and 2		
6.3	Card Reader should be L1 compliant.		Vendor to provide certificate
7	Printer Specification:		
	Receipt printer		
7.1	40 column graphics Thermal Printer for trouble free receipt printing		
7.2	Form width 80 mm or higher		
7.3	The printer must be able to cut the paper and push the receipt out of a slot provided on the CD fascia		
8	Electronic Journaling Module (EJ)		
8.1	All machines to be enabled with Electronic Journal (EJ) with capabilities to store EJ for multiple days. CD to be preloaded with Bank EJ agent.		
8.2	Solution should include an EJ viewer.		
9	Security:		
9.1	Card Reader should have Anti-Skimming Solution with Below capabilities 1. Sense any foreign object surrounds of card reader and send message to switch 2. Should able to put machine out of service 3. Block the card reader entry to the card reader slot when such an activity occurs 4. It should also protect from deep insert skimming.		
9.2	Rugged spill proof Triple DES compliant 16 key Alphanumeric keypad with secured Encrypting PIN Pad with stainless steel (EPP pin pads) keys PCI Compliance (should comply to latest standards, PCI 3.0 or above)		
9.3	Application should be PCI PA-DSS compliant as on date of supply of CD.		
9.4	Vendor to provide hardened Operating system.		
9.5	Vendor to provide Firewall on the machine		
9.6	The dispenser and ATM PC Core should be strong encryption between ATM PC Core & Dispenser. The process of authentication between ATM & PC Core		

	to be controlled through a physical access to safe if there is any change in HDD OS which already connected and authenticated		
9.7	<p>Basic alarm sensors to monitor the following and sending signals/messages to Switch/ Management Centre.</p> <ul style="list-style-type: none"> ▪ Chest door status ▪ Thermal status ▪ Vibration status <p>(CD should have alarm sensors capable of monitoring the above status and having capability to send signals/ messages/ alerts in case of Chest Door Open status/ thermal status/ vibration status)</p>		
9.8	Pin shield or Recessed pin pad for pin security		
9.9	Top cabinet box should have a unique lock.		
9.10	<p>Bank wishes to adopt high software security with use of application <u>whitelisting solution</u>. All bidders must provide Whitelisting solution with the following features</p> <ul style="list-style-type: none"> -The solution must ensure that only 'whitelisted' applications run on the CD -The solution must prevent the execution of any non white-listed files on the machine 		
9.10	<p>Bank wishes to adopt high software security with use of application Secure HDE utilizes</p> <ol style="list-style-type: none"> 1. Solution should Encrypt the whole Hard Disk (FHDE) 2. Encryption process tolerates interruptions i.e. power Outages, without data loss. 3. HDE should use FIPS 140-2 certified AES-NI 256-bit cryptographic engine 		
9.11	<p>ATM Communication Security</p> <p>Solution Should comply to PCI DSS Standards</p> <p>The solution should comply with the following processes: -</p> <ol style="list-style-type: none"> 1. Server Certificate to ATM for Authentication 2. Verification of Server Certificate at the ATM 3. New session for every new communication between ATM & Server ATM Application should provide a secure communication TLS 1.2 to the host / ATM switch such that the data flowing between ATM & Switch remain secure). 		

	4. Necessary TLS 1.2 at the ATM level will be vendor responsibility and at the back-end switch level it will be Bank's responsibility. Bank to provide the necessary certificate.		
10	Biometric Functionality and Biometric Scanner:		
10.1	CD to support card based (PIN based) transactions and Biometrics (multiple finger minutiae) transaction functionality that is compatible with AEPS specifications.		
10.2	Secure Biometric scanner that supplies the fingerprint data to the CD switch as per AEPS Standards. The Biometric Scanner should be STOC Certified with minimum Level 0 compliance.		
12	3. Digital Surveillance System:		
12.1	CD should be integrated with cameras Portrait face camera - Solution must be able to capture image of the customer approaching and performing transactions at the CD. Cash Slot Camera - Solution must be able to capture image of hand movement while taking cash from presenter.		
12.2	Solution should be able to store the images/video in a digital format for minimum 6 months at an average of 300 transactions per day.		
12.3	Camera image with a minimum resolution of 640X480. The image quality should be good and clear enough to assist in establishing identity.		
12.4	Solution must provide an interface to browse, search and archive the stored video / images on hard disk or external media.		
12.5	Solution must be able to capture & stamp the transaction information on the images.		
12.6	Superimpose date, time and transaction data on to the recorded images.		
12.7	The solution must have a search facility to locate an image/event by date & time, card no., transaction reference no		
12.8	Should have <u>motion detection</u> recording: Video Surveillance System should be able to start recording/capturing images immediately in the event of any movement/motion taking place in the		

	ATM room, apart from normal recording at the time of transactions.		
12.9	Support watermarking for Image / video authentication		
12.10	The solution must not degrade the performance of CD, e.g. speed of normal transaction		
12.11	Solution must be capable to take necessary backup of stored image and retrieval the same at any point of time.		
13	Multimedia Features:		
13.1	CD should support multimedia features like Audio Guidance, Video etc.		
14	Operator Interface:		
14.1	CD should have a supervisory menu which provides an interface for day to day operations. Such interface should be accessible using existing modules on the CD without connecting external input devices like keyboard and mouse		
14.2	In case such interface requires external input devices like Keyboard and Mouse vendor to provide the same for each machine.		
14.3	Able to perform a self-test/ diagnostic test at the time of logout from the maintenance module		
14.4	Able to provide help in graphical mode to load consumables in the CD, like printer stationery		
14.5	Able to provide RP low messages to Switch / Management Centre of Bank or its vendor.		
14.6	Operator Panel / consumer screen for updating the cash counter, FLM activities etc.		
15	Communication and Connectivity		
15.1	Should have capability to connect to any type of Ethernet network switch of the Bank.		
15.2	TCP/IP support on leased line, ISDN and VSAT Network		
15.3	Should have Network Interface Card 10/100 Mbps		
16	Environment:		
16.1	The CD should be capable of operating in a wide range of temperature and humidity. The CD expected to run between 10 to 40 degree centigrade with 20 to 80 relative humidity		
16.2	Inbuilt SMPS to work on 230 Volts, 50 HZ power		

	supply. Support input voltage of 230 V AC / 50 HZ with +/- 5% variations		
17	Service Support		
17.1	CD vendor should have minimum 500 engineer of its pay roll spread across India for servicing the units. Bidder should also provide list of service location and engineer per location. Should have a resident engineer in all the state in India and Major union territory.		
17.2	CD vendor should have minimum 50 Field stocking location for spares across India in addition to spares location with engineer		
18	Government Regulation		
18.1	CD OEM to submit certificate in reference to the Public Procurement CD hardware (Make in India), Order 2017 – – Revision vide Order No. P-45021/2/2017-PP (BE-II) dated May 29, 2019, June 4, 2020, Sep 16 2020, 4TH Match 2021 and any new order after that. CRD supplier should be Class I OR CLASS II supplier only.		
18.2	CD being proposed should be BIS certified under IS 13252(PART 1):2010/ IEC 60950-1 : 2005 Brand		
18.3	Manufacturing should have ISO certification 14001 and 9001.		Vendor to provide auditors certificate.

ANNEXURE-VI

(Non –Disclosure Agreement)

All bidders must sign the Non-Disclosure Agreement (NDA) while submitting the response to the Request for proposal (RFP). Bidders must comply with all clauses mentioned in the NDA. No changes to the NDA are allowed. The NDA must be executed on the bidder's company letter head. The primary bidder along with all partners who gain access to the Bank's confidential data (as described in the NDA) must sign the NDA.

NDA format is provided below.

(On the Letterhead of the bidder) Strictly Private and Confidential

**To,
The Managing Director,
Chhattisgarh Rajya Sahakari Bank Maryadit,
4th Floor, "Sahakar Bhawan", Plot No. 74, Sector 24,
Atal Nagar, Nava Raipur (C.G.) – 492002**

Dear Sir,

Subject- Non-Disclosure Agreement (NDA)

We acknowledge that during the course of bidding for Request for Proposal (RFP) for Supply, Installation, Commissioning and Maintenance of ATMs / CDs and ATM Buy Back under Rate Contract for Two Years.

We shall have access to and been trusted with Confidential Information. In this letter, the phrase "Confidential Information" shall mean information (whether of a commercial, technical, scientific, operational, administrative, financial, marketing, business, or intellectual property nature or otherwise), whether oral or written, relating to Bank and its business that is provided to us pursuant to this Agreement. In consideration of you making Confidential Information available to us, we agree to the terms set out below:

1. We shall treat all Confidential Information as strictly private and confidential and take all steps necessary (including but not limited to those required by this Agreement) to preserve such Confidentiality.
2. We shall use the Confidential Information solely for the preparation of our response to the RFP and not for any other purpose.
3. We shall not disclose any Confidential Information to any other person or firm, other than as Permitted by item 5 below.

4. We shall not disclose or divulge any of the Confidential Information to any other client of [name of product Service Provider/ implementation partner].
5. This Agreement shall not prohibit disclosure of Confidential Information:
6. To our partners/directors and employees who need to know such Confidential Information to assist with the bidding for RFP floated for Engagement of MS Service Provider.
 - To the extent that such disclosure is required by law;
 - To the extent that such disclosure is required by any rule or requirement of any regulatory authority with which we are bound to comply; and
 - To our professional advisers for the purposes of our seeking advice. Such professional advisers will be informed of the need to keep the information confidential.
7. Upon your request we shall arrange delivery to you of all Confidential Information, and copies thereof, that is in documentary or other tangible form, except:
 - For the purpose of a disclosure permitted by item 5 above; and
 - To the extent that we reasonably require to retain sufficient documentation that is necessary to support any advice, reports, or opinions that we may provide.
8. This Agreement shall not apply to Confidential Information that:
 - Is in the public domain at the time it is acquired by us;
 - Enters the public domain after that, otherwise than as a result of unauthorized disclosure by us;
 - Is already in our possession prior to its disclosure to us; and
 - Is independently developed by us.
9. This Agreement shall continue perpetually unless and to the extent that you may release it in writing.
10. We warrant that we are acting as principal in this matter and not as agent or broker for any person, company, or firm.
11. We acknowledge that no failure or delay by you in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof or shall any single or partial exercise thereof or the exercise of any other right, power, or privilege.
12. This Agreement shall be governed by and construed in accordance with Indian law and any dispute arising from it shall be subject to the exclusive jurisdiction of the Raipur, Chhattisgarh courts.
13. We hereby agree to indemnify and keep Bank indemnified safe and harmless at all times against all or any consequences arising out of any breach of this confidentiality undertaking by us and/or our employees and shall immediately reimburse and pay to Bank on demand all damages, loss, cost, expenses or any charges that Bank may sustain suffer, incur or pay in connection there with.
14. We acknowledge that a breach of our obligations under this Agreement could cause irreparable harm to the Bank for which monetary damages may be difficult to ascertain or an inadequate remedy.

We therefore agree that the Bank will have the right, in addition to its other rights and remedies, to seek injunctive relief and reserve right to take any appropriate remedial action

against us for violation of this Agreement. We have read this Agreement fully and confirm our acceptance and agreement with its terms

Yours sincerely

Signature and Stamp of Company

[Authorized Signatory (same as signing the proposal) – Bidder]

Name:

Designation

Date:

PART-II: COMMERCIAL BID

ANNEXURE-VII

(Commercial Bid Format to be submitted on bidder's letter head)

A. Commercials for ATM system

Sr. No.	Items	Unit Price (INR)	Quantity of ATM systems	Total Price (INR)
1	ATM System / CD with One year std warranty as per specifications given in Annexure - V		03	
2	AMC of ATM System / CD for 4 years after One year warranty period as per Table B . Mention the percentage of AMC rate.		03	
3	Central Software Solution for ATM Terminal Communication Security with Client Application.		03	
4	OTC Lock Solution (OEM / Third Party)		03	
5	Keys of OTC Lock (Charges Per Key)		03	
Total Cost (In Words:_____)				
GST (@_____%)				
Total Cost with GST (In Words:_____)				

B. Annual Maintenance Charges for ATM Systems /CDs

Service/Product	2 nd Year	3 rd Year	4 th Year	5 th Year	Total Cost of 4 Year AMC
Year wise AMC For ATM/CD as per the RFP					
Total Cost (In Words:_____)					
GST (@_____%)					

Total Cost with GST (In Words: _____)	
---------------------------------------	--

Terms & Conditions:

- a) All Terms & Conditions mentioned in the RFP are acceptable to us.
- b) After the completion of one year of standard warrantee, 2nd, 3rd and 4th year's Annual Maintenance Cost (AMC) will be considered after mutual discussions with CG-APEX Bank. However, Bidder has to also to quote for 2nd, 3rd and 4th Year AMC separately as mentioned above **Annexure-VII(B)**
- c) ATM Solutions' delivery and dispatch, and expenses required for the same will be done by the selected Vendor/bidder at the locations as mentioned in the RFP.
- d) Bidders will be evaluated on the basic cost of solution (Excluding/Without GST).
- e) Applicable Taxes will be at current rate.
- f) Calculate the applicable GST with respect to individual product and service items at the current GST rates applicable. Extra sheet SHOULD be attached.
- g) All other payment and general terms and conditions as mentioned in the RFP are applicable.

Yours sincerely

Signature and Stamp of Company

[Authorized Signatory (same as signing the proposal) – Bidder]

Name:
Designation
Date: