



## **REQUEST FOR PROPOSAL (RFP)**

**FOR**

**“Supply, Installation, Configuration, Commissioning, Integration and Maintenance/Technical Support of Micro-ATM Devices including Client Applications, Services of AEPS and E-KYC”**

**(Hereafter called “Micro-ATM Solution”)**

RFP Reference No: CSCB/IT/2023/001

RFP Document Fee: Rs.5000/-

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

RFP Document available on bank's website: 22/02/2023

Pre-Bid Query: till 03/03/2023

Last Date for Bid Submission: 16/03/2023, 05:30 PM

Date of Technical Bid Opening: 17/03/2023, 03:00 PM

Date of Commercial Bid opening: 17/03/2023, 04:30 PM

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## RFP Highlights

<b>Sr.No</b>	RFP Reference No. : CSCB/IT/2023/001	
<b>1.</b>	Purpose	"RFP for Micro-ATM Solution"
<b>2.</b>	RFP Document will be available on bank's web site <a href="http://www.cgapexbank.com">www.cgapexbank.com</a> from date-	22 <sup>st</sup> February 2023
<b>3.</b>	Cost of RFP Documents	Rs. <b>5,000/-</b> (Rupees Five Thousand Only) To be submitted as Demand Draft/Pay Order in favour of "Chhattisgarh Rajya Sahakari Bank Maryadit", payable at Raipur.
<b>4.</b>	Earnest Money Deposit (EMD)	<b>Rs.2,00,000/-</b> (Rupees Two Lakh Only) To be submitted as Demand Draft/Pay Order in favour of "Chhattisgarh Rajya Sahakari Bank Maryadit", payable at Raipur.
<b>5.</b>	No. of Envelopes (Non-window, Sealed) to be submitted	<b>Three (2) Envelopes</b> <b>Envelope 1 Containing:</b> Technical Bid including Eligibility Criteria documents along with Demand Draft/Pay Order of RFP Fee and EMD <b>Envelope 2 Containing:</b> Commercial bid (Only one bid to be kept).  <u>*All above 2 envelopes are to be placed in one common Envelope which is then sealed and submitted to the bank.</u>
<b>6.</b>	Last Date and Time of Bid Submission	16 <sup>th</sup> March 2023; 05:30 PM
<b>7.</b>	Last date and time to accept Pre-Bid Queries on email.	03 <sup>rd</sup> March 2023; 05:00 pm
<b>7.</b>	Opening of Technical Bids- Venue, Date and Time	17 <sup>th</sup> March 2023; 03:00 PM, Head Office, Chhattisgarh Rajya Sahakari Bank Maryadit, 4 <sup>th</sup> Floor, Sahakar Bhawan, Plot No. 74, Sector 24, Atal Nagar, Nava Raipur (C.G.) – 492002

8.	Opening of Commercial Bids- Venue, Date and Time	17 <sup>th</sup> March 2023; 04:30 PM, Head Office, Chhattisgarh Rajya Sahakari Bank Maryadit, 4 <sup>th</sup> 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 <sup>th</sup> Floor, "Sahakar Bhawan", Plot No. 74, Sector 24, Atal Nagar, Nava Raipur (C.G.) – 492002
10.	<b>Contact Persons:</b> Designations: Email id: Phone Nos:	<ol style="list-style-type: none"> <li>1. Vinay Mishra, Manager (Manager – IT) Email id: <a href="mailto:cbs.it@cgapexbank.com">cbs.it@cgapexbank.com</a> Mobile No: 9826199079</li> <li>2. A.K. Shrivastav, OSD Mobile No: 9425254090</li> <li>3. Viplwa Kotangale, IT Consultant Email id: <a href="mailto:itconsultant@cgapexbank.com">itconsultant@cgapexbank.com</a> Mobile No: 8383852562</li> </ol>

**Note:**

- This Tender document is the property of 'Chhattisgarh Rajya Sahakari Bank Maryadit' and is not transferable.
- If a holiday is declared on the date mentioned above, the bid shall be received / Opened on the next working day up to the appointment time / at the same time specified above.

## PART I– TECHNICAL BID

### A. GENERAL INFORMATION AND INTRUCTIONS FOR BIDDERS

#### Introduction

Chhattisgarh Rajya Sahakari Bank Maryadit - is premier State Level Cooperative Institute established in the year 2000. It is rendering services to its increasing number of clientele in more diversified and multifarious bank services and facilities over last 2 decades and has established itself as a leader of co-operative movement in the State of Chhattisgarh. It is in continues process of helping the economic development of rural Chhattisgarh through its 1 Head Office 3 Nodal/Regional Offices and 14 Branches in the State.

The main business of the Bank can be classified as direct financing to the District Central Co-operative Banks, Co-operative Societies engaged in various fields like Sugar Production, Marketing, Spinning Mills, various types of agriculture processing units, direct financing to some State Level Co-operatives and refinancing through three-tier system i.e. the Bank at Apex level, DCCBs at middle level and Primary Agriculture Co-op Societies at the grass root level.

#### Overview of this RFP

At present the Bank has fully computerized environment and CBS (Core Banking Solution) is operational at APEX Bank / branches. The Bank has engaged ASP Model for CBS, Data Center and DR site. The bank is direct member of NFS and is live on Rupay ATM, POS and ECOM services. Bank is in a process of revamping its CBS, Allied Systems & IT infrastructure and establishing cyber security framework and control mechanism in the bank. Moreover, in order to ensure Farmer empowerment in the state and to provide the technology platform to avail the digital services of the Bank, Bank has plan to provide the Micro-ATM Devices with the required application for Banking Transactions.

This request for proposal (RFP) document has been prepared solely for the purpose of enabling Chhattisgarh Rajya Sahakari Bank Maryadit to select a vendor for **“Supply, Installation, Configuration, Commissioning, Integration and Maintenance/Technical Support of Micro-ATM Devices including Client Applications and Services of AEPS and E-KYC”** on vendors DC-DR and related Micro ATM client application for Chhattisgarh Rajya Sahakari Bank Maryadit.

As number of DBT is increasing exponentially and in next FY it is expected to give all the benefits through DBT, therefore, in furtherance to objective of complete Financial Inclusion, it has become imperative that banking facility should also be created / ensured right up to village level so that DBT

beneficiaries may withdraw their benefits at their door step and they should not face any problem in terms of physically visiting to the Bank branches located at a distant places.

Also, biometric failure is a major cause of concern while transacting through Aadhaar authentications as it leads deprivation whereas transaction through cards may restricts opportunity of withdrawal to the literate person only.

Thus, it is important that a solution which comprises of Aadhaar authentication based transactions as well as card based transactions should be provided.

Proposed integrated Micro-ATM should have options of processing transactions based on card and biometrics. Such Micro ATM shall also encourage Aadhaar linking of Bank accounts and AEPS Payments.

### **Objective of RFP.**

The Chhattisgarh Rajya Sahakari Bank Maryadit, Raipur is planning to implement Micro-ATMs, AEPS, E-KYC for customers of the bank. Micro-ATMs are to be installed in all **150 locations** of the Bank. The Bank is on CBS platform of TCS/C-Edge and is looking for the deployment of biometric enabled Micro ATMs with integrated printer as per **micro-ATM standards (UIDAI 1.5.1, IBA-IDRBT standards or latest version compliant)**.

### **Purpose of RFP Document**

The purpose of RFP Document is to short list Bidder for **“Supply, Installation, Configuration, Commissioning, Integration and Maintenance/Technical Support of Micro-ATM Devices including Client Applications, Services of AEPS and E-KYC”** at 150 devices (Tentative) located at different locations in Chhattisgarh state. To achieve this objective, CG-APEX bank is inviting proposals in sealed envelopes from reputed, authorized and experienced vendors who can **provided the desired Micro-ATM Solution**. The vendors would be evaluated based on following BID system.

- a) Technical BID
- b) Commercial BID.

### **Instructions for Bidders:**

1. Chhattisgarh Rajya Sahakari Bank Maryadit, having their Head Office at Nava Raipur (C.G. State) invites request for proposal from reputed companies for **“Supply, Installation, Configuration, Commissioning, Integration and Maintenance/Technical Support of Micro-ATM Devices including Client Applications and Services of AEPS and E-KYC”**

2. The Micro-ATMs should be capable of performing both capabilities in the single unit i.e., Aadhar based (biometric) & also card based transactions.
3. Bank is planning to setup Micro-ATM Devices at various locations of the bank.
4. **Project/Delivery Timeline:** 8 weeks from the date of Purchase order issued.
5. The selected bidder to "Supply, Installation, Configuration, Commissioning, Integration and Maintenance/Technical Support of Micro-ATM Devices including Client Applications, Services of AEPS and E-KYC" equipped with the Technical Specifications mentioned in this document with front end client application, and integrate these devices with existing Core Banking Solution and Switching services.
6. In an endeavor required for improving the Banking Services, if the Bank plans to revamp the existing Core Banking System with a state of the art contemporary solution and Bidders to note that the Micro-ATM Devices, Client Application, shall also to be integrated with the Core Banking System to be revamped by the Bank in near future.
7. Bidders to design and orchestrate their solution in such a way that Bank shall not face any technical integration issue with the existing system nor with the proposed new CBS system to be revamped in near future, if any.
8. The selected bidder to execute Master License and Service Agreement (MSA) with the APEX BANK considering the entire scope of work.
9. Bidders to note that the engagement of the above project shall be treated only after execution of the above said agreements duly signed by the respective authorities of APEX BANK
10. Bidders to adhere to all the technical specifications of the Micro-ATM Devices mentioned in this document and no relaxation shall be given in terms of technical specifications to any of the participant / selected bidder.
11. Any malpractice / miss-representation / forged submission / omission etc by the bidder which may deviate the very objective of the project, shall be summarily rejected and the respective bidder will not be eligible to participate in any of the Tender / RFP to be floated by the Chhattisgarh Rajya Sahakari Bank Maryadit.
12. It is bidder's responsibility to obtain the relevant information of this project from the Bank if required to furnish the response to this RFP.
13. If Bank identifies the information requested by the interested bidder is not relevant, it is Bank's discretion to provide the information to the Bidder.
14. The bidder should supply, install/re-install, testing, commission and technical support of Micro ATM fitted with STQC certified biometric scanner/card readers/ PCI DSS compliant PIN PAD and micro printer as per the specifications given in this RFP, including warranty, required/guaranteed uptime, handholding etc.
15. Bidder has to upgrade/patch/install/re-install application as required by Bank on Micro ATM to perform basic banking services, AEPS transactions, e-KYC services and PIN based Rupay

- (EMV) card transactions. Bidder has to install/re-install certificated/security key on Micro ATMs.
16. Bidder has to provide all required application software/ Antivirus to facilitate Micro ATM transactions through Banks CBS/ Switch/ FI Gateway etc., and provide backup services as required.
  17. Bidder has to provide adequate training and operational guidelines to designated bank personnel including the Business partners of the banks whenever and wherever Required by the bank at mutually agreed date, time and location.
  18. Accessories required, if any, during installation, testing, commissioning of the supplied equipment will be arranged by the bidder.
  19. The bidder will be required to provide warranty for Three years and thereafter AMC, if bank so desires. The bidder should maintain an uptime of 99% on monthly basis for the proposed Micro ATM.
  20. **UPTIME:** The selected bidder shall ensure uptime of individual Micro ATMs (to be calculated on monthly basis) as mentioned below during warranty period: 99% Downtime for any particular micro ATM should not exceed more than 12 hours for a single incident of failure. Uptime shall be calculated on a monthly basis and shall be counted from the time the call is identified as a Warranty call requiring an Engineer's visit. Uptime percentage will be calculated as:  $(\text{Available time} - \text{Downtime}) \times 100 / (\text{Available Time})$ . Available time is time in hrs. cumulative over a month for individual Micro ATM, available for bank's usage and will excludes time taken to load Software, perform any maintenance services and/or calls identified as Bank preventable calls; Time for operational scheduled downtime; time when Equipment is not available due to events of force majeure, time taken for the engineer to reach the site, time taken to replenish cash and consumable, any type of jams, equipment not kept and/or maintained as per the required/ defined environmental conditions, recertification, cash related snags, relocation, reinstallation, power failure, any attached device failures, switch software failure, network failures, time to replenish cash, delays in the Vendor access to the micro ATMs for a reason not attributable to the Vendor, currency quality related issues, any third party related problem and any other non-MICRO ATM related failures. Downtime is the time in hrs. Cumulative over a month, for which a site is completely unavailable for the usage due to failure of the Vendor supported equipment. Selected bidder/s has to submit call report mentioning details of calls pending/disposed for all micro ATMs within 7 (seven) days from the close of every calendar month. Note: If the selected bidder/s fails to provide services which results in the uptime of Micro ATM below stipulated percentage, penalty will be applicable and will be deducted from the bill.
  21. Proposed Micro ATM should be compatible with bank's existing applications and infrastructure. Bank's applications are AEPS, e-KYC, finger print based transaction, PIN based Rupay (EMV) transaction and customer enrolment applications.



22. The bidder should give undertaking to provide service within 72 hours at all locations where Micro ATMs are deployed.
23. 5% additional spare machines should be maintained by the bidder at their local office in the state of Chhattisgarh.
24. The bidder should have exclusive support infrastructure for timely maintenance of secured biometric scanners/readers and EMV/magnetic strip card readers installed in the deployed Micro ATM at nearest Bank branch locations.
25. The bidder should be able to provide efficient and effective support in time at all centers so as to meet 24x7 hrs service support with maximum working day response time.
26. The bidder shall bear all costs associated with the preparation and submissions of its bid and the bank will in no case be responsible or liable for these costs, regardless of the conduct for outcome of the bidding process.
27. All pages of this RFP as downloaded from the website should be duly signed.
28. All the pages of Bid including Brochures should be made in an organized, structured, and neat manner. All the pages of the bid should be initiated with Name, Seal and Signature of the Authorized Signatory. Signing on all pages of RFP will be treated as a confirmation of offer of having accepted the conditions.

### **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 Respondents**

All costs and expenses incurred by Respondents 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 Respondents 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 Respondents 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. Scope of Work (SoW)**

1. The solution should meet the specifications laid down by NPCI and UIDAI.
2. Micro-ATM Device – the portable hardware and Software Solution.
3. The software installed in the Micro-ATM shall integrate communication between the Bank's / FI Gateway/ Switch and the device.
4. It will be the responsibility of Micro-ATM Vendor to do the required Integration, Mapping of Client applications with Micro-ATM and getting access of required and related databases from bank's CBS ASP Vendor and Bank's FI Gateway/ Switch Vendor i.e. C-Edge. Any expenses/ cost incurred for carrying out these activities will be borne by the Micro-ATM Vendor.
5. The vendor will also ensure all the security norms prescribed by NPCI and all associated standard practices.
6. NPCI certification charges, UIDAI Charges will be directly paid by CG-APEX Bank to NPCI and UIDAI.
7. Provided solution should be compliant with guidelines of IBA, IDRBT, NABARD, RBI, UIDAI and NPCI as applicable for micro-ATMs.
8. Supply and installation of 150 numbers (Tentative) of Micro-ATMs in the various locations of the Bank in Chhattisgarh State.
9. The Bank reserves the right to increase/decrease this quantity as per their requirements.
10. It should ensure interoperability and compatibility with the Banks' existing systems.

## **Activities at Micro (Currently whichever is applicable):**

### **1. Deposit**

- i. Deposit by Card Holders (EMV/Magstrip) of Bank on Current/ Credit/ Saving Account using PIN/Biometrics.
- ii. Deposit by Card Holders (EMV/Magstrip) of other Bank using PIN/Biometrics (Interoperability).
- iii. Deposit by Savings Bank Account holders of bank using Biometrics.

### **2. Withdrawal**

- i. Withdrawal by Card Holders (EMV/Magstrip) of Bank from Current/ Credit/ Saving Account using PIN/Biometrics.
- ii. Withdrawal by Card Holders (EMV/Magstrip) of other Bank- (Interoperability) using PIN/Biometrics.
- iii. Withdrawal by Savings Bank Account holders of Banks through Bio-metrics.

### **3. Transactions through Aadhaar**

- i. Deposit by any Account holder having Bank Account Number mapped with Aadhaar.
- ii. Withdrawal by any Account holder having Bank Account Number mapped with Aadhaar.

### **4. Transfer of Money**

- i. Transfer of money to any Account in our Banks by Card Holders (EMV/Magstrip) of Bank using PIN/Biometrics.
- ii. Transfer of money to any Account of Bank by Aadhaar Card mapped Customer through UIDAI.

### **5. Account Opening**

- i. Account opening in Micro ATM under PMJDY/ Basic Savings Bank A/c.
- ii. Account opening through e-KYC.
- iii. Account validation/customization of existing accounts through Bio-metrics.

### **6. AEPS (Aadhaar Enabled Payment System) Customer Transactions Mode of Authentication**

- i. UIDAI for AEPS Transactions
- ii. PIN based Transactions [Bidder shall provide solution for authentication of PIN through HSM of Banks' ASP]

#### **The following Banking Transactions shall be supported:**

- iii. AEPS Transactions – Balance Enquiry, Withdrawal, Deposit, Mini-statement, Fund Transfer [On-us and Off-us]
- iv. PIN based Transactions - Balance Enquiry, Withdrawal, Deposit, Fund Transfer, Mini statement, PIN change [On-us and Off-us], Green PIN Generation [On-us]
- v. User login through Biometric [Aadhaar based Biometric Login]

## **7. E-KYC Customer Enrolment [Aadhaar based Biometric e-KYC]**

- a. Bank operator log-in to system and enters the customer's 12 digit AADHAAR number.
- b. The application prompts the Customer to provide the Finger Print for Authentication.
- c. The customer's AADHAAR & FP are sent to UIDAI via NPCI for Authentication.
- d. On successful authentication the Customer's information is shared by UIDAI via NPCI.
- e. The information hits the Bank Server and could be seen on the Micro ATM screen or stored as PDF.
- f. Any other detail (not provided by AADHAAR) could be captured on the Micro ATM by the operator. After capturing all the required details, the record is stored and the acknowledgement receipt is given to customer. Optionally, an SMS also can be sent to Customer after the record is synchronized to Server.
- g. After that customer's account will be opened as per Bank's existing process and required communication will be sent to Customer.

### **Broad Scope of Work -**

1. Selected Bidder to supply integrated Micro ATM Devices as per the Technical Specification, Features and Functionality specified in this RFP and as per the Bill of Material given in the Commercial Bid Format of this document.
2. Selected bidder to Supply, Install, and Configure & Integrate front end Client Application with the Micro ATM Device to be proposed by the Bidder. It is the Bidder's responsibility to ensure the installation, required client application integration with Micro-ATM FI Gateway/ Switch and CBS configuration, UAT, Go Live of all the required functionalities defined by the Bank.
3. Services presently operational / to be revamped in near future by the Bank for Card based Transactions.
4. Middleware Application/ FI Gateway shall ensure the upgrades/ uploads for the Micro ATM Devices.
5. The proposed solution shall adhere to the regulatory guidelines for all Card Present or Card Not Present transactions to be executed through Micro ATM Devices.
6. It is Bidders responsibility to ensure the purpose of the project is fulfilled and all the required functionalities are provided as per the Bank's requirement and the execution of the tasks accordingly for completeness of the project whether explicitly specified here or not as scope of work.
7. Before Supplying the integrated Micro ATM Devices, Selected Bidders to ensure –
  - a. Carry out all General Tests such as Power On, Pre-installation checks, UAT and FAT to ensure correct connection, completeness of the requirements.
  - b. Install and Integrate the Micro ATM Devices with Client Application, Integrate the solution with the FI Gateway/ Switch of the Bank.
8. Selected / Successful Bidder to deliver the Micro ATM Devices at respective locations of the bank. The details for the distribution shall be shared with the selected bidders. The bank will

be deploying these devices across various locations in Chhattisgarh state and vendor needs to provide for installation, configuration, commissioning, repair, maintenance and replacement support with defined uptime to be mutually decided and mentioned in the service level agreement.

9. Any customization of front end Client Application/ FI Gateway/ Middleware application, Interface, ATM Switch/ Gateway, UIDAI/ NPCI, APEX Bank Core Application, bank's Applications etc. has to be taken care by the selected bidder which shall fulfill the overall objective of the project.
10. Selected Bidder to impart the relevant training to APEX Bank on train the trainer basis and if required the training sessions are to be carried out at the respective bank's locations / PACS / Service Points / BC Locations / any Govt. of Chhattisgarh initiated Service Points if any.
11. Selected Bidder to provide comprehensive 3 Years Warranty Support for Micro ATM Devices, Client Application.
12. Selected Bidder to bring all the necessary Technology Infrastructure required completing the objective of the project whether explicitly mentioned here or not.
13. The Micro-ATM Device should be compliant of **version 1.5.1** as prescribed by RBI / NPCI/ UIDAI/ IBA and latest revision and must comply with UIDAI Circulars issued time to time. Micro ATM Devices to be supplied under this tender shall adhere to these standards.
14. The Micro-ATM Device should be login by the user through Aadhaar Number and Biometric/ OTP. Necessary development has to be done by the selected Bidder.

**C. Expected Functionalities, Technical Specifications & Configurations of Micro-ATM solution:**

**1. Functional Specifications of Micro ATM**

Bank shall implement phased approach in terms of Functionality requirement of Micro ATM Solution. Following are the details.

**Phased Approach**

SL	Details	Required Activities	Required Interface
Phase – 1			
1	Basic Transactions with Customization Points	Basic ON-US Transactions using Card - Cash Withdrawal - Cash Deposit - Balance Enquiry - PIN Change - Mini Statement	- FI Gateway - ATM Switch - CBS
Phase – 2			

2	With Customization Points	Financial Inclusion Using Card / Account <ul style="list-style-type: none"> <li>- Account Opening</li> <li>- Other Financial and Non-Financial Transactions</li> </ul>	<ul style="list-style-type: none"> <li>- FI Gateway</li> <li>- CBS</li> <li>- ATM Switch</li> <li>- IMPS Switch</li> </ul>
<b>Phase – 3</b>			
3	1. NPCI Device Certification 2. NPCI Acquirer Certification With Customization Points	Basic OFF-US Transactions Using Card <ul style="list-style-type: none"> <li>- Cash Withdrawal</li> <li>- Balance Enquiry</li> <li>- PIN Change</li> <li>- Mini Statement</li> </ul>	<ul style="list-style-type: none"> <li>- FI Gateway</li> <li>- CBS</li> <li>- ATM Switch</li> <li>- IMPS Switch</li> </ul>
<b>Phase – 4</b>			
4	With Customization Points	AEPS Transactions using Biometric	<ul style="list-style-type: none"> <li>- CBS</li> <li>- ATM Switch</li> <li>- IMPS Switch</li> <li>- AEPS Switch</li> </ul>

## 2. Detailed Functionality

### Transactions matrix and mode of Operations:

<b>On-US Financial Transactions</b>			
<b>Function</b>	<b>Mode of Operation</b>		
Cash Withdrawal	Card	-	AEPS
Cash Deposit	Card	A/c. Number.	AEPS
Fund Transfer	Card To A/c No.	A/c .Number. To A/c Number.*	Cash*
NEFT, RTGS	-	A/c .Number. To A/c Number.*	-
IMPS, P2A	Card	A/c. Number. To A/c Number.*	-
<b>On-US Non-Financial Transactions</b>			
Cheque Book Request	Card	A/c. Number.	-
Cheque Stop	-	A/c. Number.	-
ATM Card Request	-	A/c. Number.	-

ATM Card Block/ Un-Block	Card	A/c. Number.	-
Balance Enquiry	Card	A/c. Number.	AEPS
Mini Statement ( Last 5 Transactions )	Card	A/c. Number.	AEPS
PIN Change	Card	-	
Account Opening			
<b>Off-US Transactions</b>			
Cash Withdrawal	Card	-	AEPS
Cash Deposit	Card	-	AEPS
PIN Change	Card	-	
Balance Enquiry	Card	-	AEPS
Mini Statement	Card	-	AEPS

### 3. Specifications of Client Application Software (Android Based):

Sr. No.	Description/Features of the Software
1	The Software should be Android based and should work on PCI-PTS certified devices bearing Operating Systems of <b>Android version 7 and above</b>
2	The software should provide real-time integration with Financial Gateway of the Bank
3	The software should provide real-time integration / interface with EFT Switch and Core Banking Software
4	Software should be scalable and should be able to handle the load of transactions
5	The software should have secure message level interfacing with industry standard message formats like ISO 8583
6	The Software should handle the Biometric of the device for login and subsequent transactions or wherever required.
7	The Software should support all types of cards supported on NFS Network
8	The software should support and able to do all financial and non-financial transactions through NFS Network
9	The Software should have the following transactional features; <ul style="list-style-type: none"> <li>- Balance Enquiry</li> <li>- Cash Withdrawal</li> <li>- Cash Deposit</li> <li>- Mini Statement</li> <li>- Pin Change</li> <li>- Funds Transfer within the Bank</li> </ul>



	- Funds Transfer to other Bank
10	The Software should have the facility to support Aadhaar/UIDAI authentication
11	The Software should have the multiple authority levels to transaction, view and authorise
12	The Software should have terminal registration and access restriction for unauthorised terminals using; <ul style="list-style-type: none"> <li>- Terminal Id</li> <li>- Terminal Location</li> <li>- Branch Code linked</li> </ul>
13	The Software should be able to connect to multiple modes of networks like GPS, Ethernet, Wi-Fi etc.
14	The Software should have the day-end reports and MIS Reports like; <ul style="list-style-type: none"> <li>Daily Transactions</li> <li>Cash Receipt Transactions</li> <li>Cash Payment Transactions</li> <li>Pending Transactions</li> <li>Audit Report etc</li> </ul>
15	The Software should be multi-lingual
16	The Software should have an admin module to manage the administrative functions like defining roles, terminal registration approval and other parameters settings.
17	The Software should support – on us and off us transactions of the Bank
18	<p><b>AEPS (Aadhaar Enabled Payment System) Customer Transactions Mode of Authentication</b></p> <ul style="list-style-type: none"> <li>a. UIDAI for AEPS Transactions</li> <li>b. PIN based Transactions [Bidder shall provide solution for authentication of PIN through HSM of Banks' ASP]</li> </ul> <p><b>The following Banking Transactions shall be supported:</b></p> <ul style="list-style-type: none"> <li>a. AEPS Transactions – Balance Enquiry, Withdrawal, Deposit, Mini-statement, FundTransfer [On-us and Off-us ]</li> <li>b. PIN based Transactions - Balance Enquiry, Withdrawal, Deposit, Fund Transfer, Mini statement, PIN change [ On-us and Off-us ]</li> </ul>
19	<p><b>E-KYC Customer Enrolment [Aadhaar based Biometric e-KYC]</b></p> <ul style="list-style-type: none"> <li>a. Bank operator log-in to system and enters the customer's 12 digit AADHAAR Number.</li> <li>b. The application prompts the Customer to provide the Finger Print for Authentication.</li> <li>c. The customer's AADHAAR &amp; FP are sent to UIDAI via NPCI for Authentication.</li> <li>d. On successful authentication the Customer's information is shared by UIDAI via NPCI.</li> </ul>

	<p>e. The information hits the Bank Server and could be seen on the Micro ATM screen or stored as PDF.</p> <p>f. Any other detail (not provided by AADHAAR) could be captured on the Micro ATM by the operator. After capturing all the required details, the record is stored and the acknowledgement receipt is given to customer. Optionally, an SMS also can be sent to Customer after the record is synchronized to Server.</p> <p>g. After that customer's account will be opened as per Bank's existing process and required communication will be sent to Customer.</p>
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#### **4. Technical Specification –Micro ATM Device**

Bidders to ensure the following Technical Specifications of the Micro ATM Devices to be proposed in the Bid. Bidders to note that the deviation in any of the specification term mentioned below has to be supported by technical explanation to be submitted by the Bidder.

<b>Micro-ATM Device – Specification</b>		
<b>S.no</b>	<b>Particular</b>	<b>Product Specification</b>
1	Display	5.5" inch Touch screen HD, day light visibility
2	Processor	1.3 GHz, Quad Core with 2MB or above cache ROM/Flash memory
3	Operating system	Android 7 or above (Complying to all UIDAI and NPCI guidelines)
4	Memory	2GB RAM+16 GB Internal Storage, support micro SD Card expandable up to 32 GB or above
5	Camera	5 MP or above Front or Rear Camera with auto-focus and barcode reading
6	Battery & Adapter	Min 4000 mAh 7.4V lithium-ion and 15 wt power adapter or above with surge protection
7	Rugged	Sealing IP54, 1.2 Mtrs drop test resistance
8	GPS	A-GPS or above Satellite
9	Network and connectivity	4G or above network, wifi, Bluetooth, dual sim, NFC
	SAM Slots	At least 2 SAM Slots
10	Biometric	Inbuilt biometric fingerprint scanner with STQC Certification and RD services
11	USB/Port	1 or above Micro USB ports with OTG support
12	Card Reader	Contactless / Swipe EMV Card Reader
13	Power On/Off	External power on/off button

14	TMS	Should be integrated with Terminal Management system of the Bank FI Gateway.
15	Weight	Upto 500 gms with Battery
16	Certifications	PCI-PTS 6.0,EMV,L1 and L2, CE,RoHs, Rupay, Paypass, Paywave

**Please Note:**

- a) Micro ATM Devices should be PCI-PTS certified and should be compatible with PA-DSS Certified software.
- b) All transactions once entered on the Micro ATM must have an end-to-end latency of less than 45 seconds for approval or decline. After this period, the transaction must be timeout.
- c) The Micro ATM devices should support and be capable of both On-us and Off-us transactions of the Bank as per the RBI / NABARD instructions and guidelines.
  - o On-Us transactions be processed internally within the Bank
  - o Off-us transactions be routed through multi-layer gateway / switches for payment and settlement.
- d) Micro ATM Machine should be with Biometric Scanner (STQC Certified) + EMV + Printer + PIN PAD.
- e) PIN PAD should be PCI PTS latest version standards and tamper proof.
- f) Devices should be capable to generate & print transaction slip for customers for deposits, withdrawal, remittances, balance enquiry, mini statement.
- g) Device system date should get synchronized with CBS during BOD.
- h) Device should be capable to fetch upgrades, revision of business rules etc.
- i) Connectivity hardware / SIM should be compatible with the communication channel technology.
- j) The Micro ATM device should have QR Code readability.
- k) Micro ATM should have Contactless / Swipe EMV Card reader Slots.

**5. Support**

- a) After Sales Support during warranty period for Micro ATM Devices
- b) Field Level Technical Support for Hardware
- c) Replace mechanism for Pickup and Delivery of the faulty device
- d) Training to the Users (APEX, PACS, Service Points, Agents, BC/BF)
- e) Annual Maintenance of Device Application
- f) Bidders to submit the additional information of the technical specifications in terms of white papers, brochures for the detailed understanding in this regard.
- g) It is expected that Bidders to propose the MICRO ATM DEVICE which fulfils all the Technical Specifications mentioned above in this RFP. Bank reserves rights to

accommodate minor / major deviation if any for the Micro ATM Device to be procured and Bidder do not have any right to claim / say / obligations on the selection of the Bank.

**D. Instruction to fill & submit the RFP Document:**

- a. RFP must be filled & sealed in (2) two separate envelopes –
  1. Technical Bid (Envelope A),
  2. Commercial Bid (Envelope B),
- b. The Technical Bid (hard copy and soft copy) shall be placed in a separate sealed envelope clearly marked as **"Technical Proposal for Micro-ATM Solution - Technical Bid". (Envelope A)**
- c. The Commercial Bid shall be placed in a separate sealed envelope clearly marked as **"Commercial Proposal for Micro-ATM Solution – Commercial Bid ". (Envelope B)**
- d. All 02 (Two envelopes) the envelopes carrying Technical Bid (envelope A), Commercial Bid (envelope B) should be put in a single sealed cover. The cover should be marked as **"Bid for Micro ATM Solution –Chhattisgarh Rajya Sahakari Bank Maryadit, Nava Raipur."**
- d. Bid Cover shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "late" i.e. it is not submitted by the Bidder within the period stipulated for submission of the Bids.
- e. The RFP Document must be addressed to:

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

**E. Earnest Money Deposit and RFP Document fees:**

The Bidder shall furnish, as part of its Bid, a EMD amount of Rs.2,00,000/- (Two Lakh Only) and Demand Draft/Pay Order of Rs. 5000/- (Five thousand rupees only) as RFP document fee in the form of Demand Draft / Pay order drawn in favor of "Chhattisgarh Rajya Sahakari Bank Maryadit" payable at Raipur. EMD (Non-Interest bearing) of successful bidder will be kept held for complete project period i.e. for a period of 5 years.

**F. Eligibility Criteria**

The prospective Bidders should fulfill the respective pre-qualifications mentioned below; otherwise their Bids will not be considered valid for the Bid evaluation process and will be summarily rejected.

The Bidders should submit all the supporting documents in the Bidder's eligibility proof. In the absence of such documentary evidences, Bid will be rejected without any further correspondence.

The decision of the Bank shall be final, conclusive and binding on all the parties.

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 Micro-ATM devices and Micro-ATM software solutions and also having association with Banking Solution Service Provider. Or b. Authorized Channel Partner or representative of the OEM's which must provide the Manufacturers Authorization Form (MAF) from the both the OEMs of Micro-ATM devices and Micro-ATM software respectively.	1. If bidder is an Authorized Channel Partner or representative of OEM, then respective MAFs must be submitted for both Micro-ATM Devices and Micro-ATM software. 2. If Bidder is an OEM, then OEM Certificates <b>Or</b> relevant documentary evidences must be submitted for Micro-ATM devices and Micro-ATM software.
3.	Bidder should have minimum aggregate <b>turnover of Rs. 10 (Ten) Crores or above</b> for the past three financial years.	Audited financial statements of last three years (2019-20, 2020-21 and 2021-22) are to be attached.
4.	Bidder 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).
5.	Bidder should have successfully implemented the entire Micro-ATM Solution (Devices & Software) at least in one State Cooperative Bank (StCB) Or at least in two District Central Cooperative Bank (DCCB) in India.	Proof of Purchase Orders /Contracts / Customer Credentials must be submitted.
6.	Bidder should be assessed either as ISO-27001 Certification <b>Or</b> as ISO-22301 certification <b>Or</b> assessed as all of these certifications.	Copy of the relevant certificates or assessment certificate from auditing agency.

	These certificates should be maintained and valid during the entire tenure of the project.	
7.	The bidder / OEM should not have been blacklisted anywhere in the World for breach of any law or violation of any regulatory prescriptions or breach of agreement, any Court orders, pending cases which directly / indirectly affecting on Company's reputation in India.	Self-declaration (by authorized signatory of the bidder).
8.	The proposed solution shall adhere to the up-to-date regulatory guidelines issued by RBI / NABARD /NPCI/ UIDAI/ Central Cooperative Ministry/Government of India/State Government if any.	Self-declaration (by authorized signatory of the bidder).
9.	Proposed Micro-ATM Applications should be PCI/ PA-DSS compliant and Proposed Micro-ATM devices should be PCI-PTS certified.	Latest PCI / PA-DSS and PCI-PTS Certificates to be submitted along with the Bid for the proposed Micro-ATM applications and devices respectively.
10.	The Bidder/OEM should have Service Centres PAN India Or services through their Authorized Channel Partners in the state of Chhattisgarh.	Documentary proofs of Bidder/OEM/Authorised partner's Service Centres in Chhattisgarh to be submitted. If the service centre is not there in the Chhattisgarh state, Self declaration to be provided declaring that the bidder would provide service support locally in Chhattisgarh.
11.	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).
12.	The Bidder / authorized partner of OEM who shall have an association with the OEM shall be Sales & Service Provider for the proposed Micro-ATM Device Make and also shall be in a position to	Self Declaration (by authorized signatory of the bidder).

	provide the other related components in case required by the Bank of any other make of existing Micro-ATM Devices installed in the Bank / Branches.	
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**Note:**

Only Bidders that fulfil 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 fulfil 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**

**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 Two-Phase process: -**

**Phase 1 – Technical Bid Evaluation**

**Phase 2 – 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. Technical Bid Evaluation**

**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.

**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 ~~bid~~ of only technically qualified bidders will be opened.

**Phase 2-Commercial/Cost Bid Evaluation:**

- 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 two (2) envelopes ONE for Technical Bid and other for 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 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.

#### **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.
- 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 Schedule:**

Supply, Installation, Configuration, Commissioning, integration Customization, Implementation and Migration, UAT, Go Live and Training:

##### **A] Micro ATM Devices with frontend Client Application**

1. 90% on Delivery and Installation as per the scope (Successful UAT and GO-LIVE)
2. 10% after completion of Warranty period i.e. after 3 years or by submitting BG of same amount by the bidder.

##### **Please Note:**

- l) 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) Penalties, if any, on account of liquidated damages and non-compliance of Service Level Requirements, shall be deducted from the invoice value. Further, the Purchaser / "Chhattisgarh Rajya Sahakari Bank Maryadit" shall be entitled to make "Chhattisgarh Rajya Sahakari Bank Maryadit" RFP For Core Banking System Upgrade / Migration adjustment in the payment of price, in the event of levying liquidated damages on the Vendor / Bidder in the manner set-out in the Bid Documents.
- IV) 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.
- V) 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.
- VI) 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.
- VII) 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.
- VIII) 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.
- IX) 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. Terms and Conditions of the RFP:**

### **Due Diligence:**

The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP and study the RFP document carefully. Bid shall be deemed to have been submitted after careful study

and examination of this RFP with full understanding of its implications. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP. Failure to furnish all information required by this RFP or submission of a Bid not responsive to this RFP in each respect will be at the Bidder's own risk and may result in rejection of the Bid and for which the Bank shall not be held responsible.

### **Cost of Bidding:**

The Bidder shall bear all costs and expenses associated with the preparation and submission of its Bid and the Bank shall in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process including cancellation or abandonment or annulment of the bidding process.

### **Cost of RFP/Bid Document**

Cost of RFP / Bid document is **Rs 5,000/-** (Rupees Five Thousand Only). The prospective Bidder is required to pay the prescribed amount in the form of Demand Draft or Pay Order in favour of 'Chhattisgarh Rajya Sahakari Bank Maryadit', payable at Nava Raipur.

### **Clarification of Bidding Document**

A perspective Bidder requiring any clarification of the RFP may notify the Bank in writing vide-mail. The Bank shall respond in writing vide E-Mail to any request for clarification on the bidding documents, from the prospective Bidders, which it receives not later than the date specified in Schedule of Activity. Further, The Bank will respond vide E-Mail, to all clarifications, without identifying the source of the inquiry. The Bank shall not be responsible for any external agency delays in above communication.

### **Amendment of Bid Document /RFP Document**

The Bank reserves the right in its sole discretion of inclusion of any addendum to this entire Bid process. The Bidders shall not claim as a right for requiring the Bank to do the aforesaid.

At any time before the deadline for submission of Bids / offers, the Bank may, for any reason, whether at its own initiative or in response to a clarification requested by prospective Bidders, modify this RFP / Bid Document and all such modifications shall be binding on them.

All prospective Bidders who have received this RFP shall be notified about the amendment in writing vide e-mail or fax or post or the same may be hosted on the Bank's website and all such amendments shall be binding on them.

If required in order to allow prospective Bidders reasonable time in which they need to take the amendment into account in preparing their Bids, the Bank at its sole discretion reserves the rights to extend the deadline for the submission of Bids. However, no request from the Bidder, shall be binding on the Bank for the same. The Bank's decision in this regard shall be final, conclusive and binding on all the Bidders.

Any attempt by the Bidders to visit or meet officials of the Bank in connection with or incidental to the Bid process, shall be construed by the Bank as an unlawful attempt by the prospective Bidder, to influence the RFP / Bid process and may invite disqualification from bidding. Only one authorized representative of each bidder would be permitted to visit for submitting the RFP Document or when called by the Bank.

### **Language of Bid**

The Bid prepared by Bidders, as well as all correspondence and documents relating to the Bid exchanged by the Bidders and the Bank shall be in English only.

### **Clarifications on bid Document / RFP**

Before bidding, the Bidders are requested to carefully examine the Bid Documents and the terms and conditions specified therein, and if there appears to be any ambiguity, contradictions, gap(s) and / or discrepancy between any of the Bid Documents, they should forthwith refer the matter in writing to the Bank for necessary clarifications within the specified time. The Bank's decision in this regard shall be final, conclusive, and binding on all the bidders or offers.

### **Documents constituting the Bid**

The Bid prepared by the Bidder shall comprise the following components. The Bids not conforming to the requirements as stated herein below, shall be summarily rejected

#### **Technical Bid**

- a. **Refer PART-I** for the Technical Bid contents.
- b. **Please** note that no price schedule should be indicated in the Technical Bid and shall only be quoted in the Commercial Bid.

#### **Commercial / Financial Bid**

1. Refer Annexure Section in this document for the contents and formats of Commercial Bid.
2. The Bidders shall quote price in clear terms. Break up should abide by the Format for Commercial Bid described in Annexure.
3. The Bidders cannot quote for the Service(s) in part.  
All prices shall be for delivery of Service(s) to the Bank exclusive of taxes up to the satisfaction of the Bank or the Bank's representatives. However the Bidder needs to mention

the taxes applicable in the commercial bid. The aggregated prices should be quoted in figures as well as in words. In case of discrepancies between prices written in words and prices written in figures, the prices written in words shall be considered to be correct.

4. The Commercial Bids should strictly conform to the formats to enable evaluation of the Bids and special care may be taken that the Bids having any hidden costs or conditional costs will be liable for straight rejection.
5. The price components furnished by the Bidders will be solely for the purpose of facilitating the evaluation of Bids by the Bank and will not in any way limit the Bank's right to negotiate the Contract on any of the terms offered.
6. Prices quoted by the Bidders shall remain fixed during the entire Contract period and no increase of rates including that on account of cost escalation will be allowed under any circumstances. No open-ended Bid shall be entertained and the same is liable to rejection straightway. However, in case of reduction of prices due to technological obsolescence/change of product model or such other similar reasons, the Bidder shall pass on the price benefit to the Bank. Nevertheless, it shall always be the duty of the Bidder to use the best and latest technology while performing its duties under the Contract.
7. **The price quoted must be exclusive of all taxes.** The service tax, if applicable, will be paid on actual. Other applicable tax would be deducted at source, if any, as per prevailing rates.

### **Bid Currencies**

Prices shall be quoted in Indian Rupees.

### **Earnest Money Deposit**

The Bidder shall furnish, as part of its Bid, a EMD amount of Rs.2,00,000/- (Two Lakh Only) in the form of Demand Draft / Pay order drawn in favour of "Chhattisgarh Rajya Sahakari Bank Maryadit" payable at Nava Raipur.

### **Rejection of Bid**

Any Bid not accompanied by the EMD as mentioned above, shall be rejected by the Bank, without any further correspondence, as non-responsive.

### **Discharge of EMD of Unsuccessful Bidder**

In the case of unsuccessful Bidder or decision to abandon the Bid process, the EMD will be discharged / returned / refunded without any interest payment at the earliest after the conclusion of the contract, to all the unsuccessful Bidders, who participated in the Bid process.

### **Discharge of EMD of Successful Bidder**

- a) The successful Bidder's EMD amount will be discharged upon the completion of Project period i.e. after completion of 5 years.

### **Forfeiture of EMD**

The EMD shall be forfeited:

- If a Bidder withdraws his Bid during the Bid validity period; or
- If a Bidder makes any statement or encloses any form or document which turns out to be false, incorrect and / or misleading at any time prior to signing of contract and / or conceals or suppresses any material information; or
- If the successful Bidder fails to sign the contract or furnish performance security deposit and other guarantee(s) / security in the form and manner to the satisfaction of the Bank, as mentioned in the Bid Documents; or
- In the event of any evasion, avoidance, refusal or delay on the part of the Bidder to sign and execute any document, as may be required by the Bank.
- Any decision in this regard by the Bank shall be final, conclusive and binding on the Bidder.

### **Validity Period**

Bids shall remain valid for 180 (One hundred and eighty) days after the date of Bid opening prescribed by the Bank. The Bank reserves the rights to reject a Bid, valid for a period shorter than 180 days as non-responsive, without any correspondence. Any decision in this regard by the Bank shall be final, conclusive and binding on the Bidders.

### **Extension of Period of Validity**

In exceptional circumstances, the Bank may solicit the Bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The Bid Security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder granting the request will not be permitted to modify its Bid. Any decision in this regard by the Bank shall be final, conclusive and binding on the Bidders.

### **Format and Signing of Bid**

The Bidders shall prepare one Technical Bid, clearly marking "Technical Bid". Similarly, Bidders shall prepare one Commercial Bid, clearly marking "Commercial Bid".

### **Authentication of Bid**

The Bids shall be signed by a person or persons duly authorized to bind the Bidder to the Contract. The letter of authorization (in original) shall be supported by a written power-of-attorney, Refer to Annexure accompanying the Bid. The person or persons signing the Bid shall initial all pages of the Bid, except for the un-amended printed literature.

**Validation of interlineations in Bid**

Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the Bid (POA holder) have authenticated the same with signature. The deficiency in documentation may result in the outright rejection of the Bid and the Bank shall not be liable for the same in any manner whatsoever. Any decision in this regard by the Bank shall be final, conclusive and binding on the Bidders.

**Revelation of prices**

Rate / Price in any form or for any reason should not be revealed before opening the Bid, failing which the offer / Bid shall be liable to be summarily rejected. If price change is envisaged due to any clarification(s), revised Bid in a separate sealed cover shall be submitted with prior written permission of the Bank.

**Mailing Address for Bids**

Bid shall be addressed to the Bank at the following address:

**Managing Director**

**Chhattisgarh Rajya Sahakari Bank Maryadit**

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

**Responsibility of the Bank**

If the cover is not sealed and marked as required, the Bank will assume no responsibility for the Bid's misplacement or premature opening.

**Rejection of Bids**

The Bid has to be submitted in the form of a printed document only. The Bids submitted by telex, fax or email Bids shall not be entertained.

**Deadline for Submission of Bids**

Last date for Submission the Bids (both Technical and Commercial) must be received by the Bank, at the address specified, not later than the date specified in the Schedule of RFP in this document. In the event of the specified date for the submission of Bids being declared a holiday for the Bank, the Bids will be received up to the appointed time on the next working day.

**Extension for Last date for Submission**

The Bank may, at its own discretion, extend the period for submission of Bids by amending the Bid documents/RFP, in which case all rights and obligations of the Bank and Bidders shall stand

extended. However, no request for extension of time from the Bidders shall be binding upon the Bank.

### **Late Bids**

Any Bid received by the Bank after the deadline for submission of Bids prescribed by the Bank, will be summarily rejected and returned unopened to the Bidder. The Bank shall not be responsible for any postal delay or non-receipt / non-delivery of the documents. The Bank's decision shall be final, conclusive and binding on the affected parties. No further correspondence on this subject will be entertained by the Bank.

### **Modification and Withdrawal of Bids**

Written Notice the Bidder may modify or withdraw its Bid after the Bid's submission, provided that the Bank receives written notice of the modification or withdrawal, before the expiration of deadline prescribed for submission of Bids.

### **Signing and Marking of Notice**

The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the procedure set-out for submission of Bids and shall be placed in an envelope marked as "MODIFICATION" or "WITHDRAWAL" as appropriate. A duly signed withdrawal notice may also be sent by fax or post so as to reach the designated office before the expiration of deadline for submission of Bids

### **Last Date for Notice**

No Bid may be modified subsequent to the deadline for submission of Bids. No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of period of Bid validity specified by the Bidder on the Bid form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid Security.

### **Opening of Bids**

- a) The Bank will open all Technical Bids, in the presence of Bidders or their representatives who choose to attend the Technical Bid opening at the address mentioned in the RFP **i.e. Office of Managing Director, Chhattisgarh Rajya Sahakari Bank Maryadit. Head Office : Plot No. 74, Sector 24, Atal Nagar, Nava Raipur (C.G.)-492002.** Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the Bank, the Bids shall be opened at the appointed time and location on the next working day.
- b) On Completion of the evaluation of technical bid, the envelope containing the Commercial offers of all eligible Bidders would be opened.



- c) The format for quoting commercial bid is set out in **Annexure Section**. The commercial offer should consist of comprehensive Cost for required solution. Bidder must provide detailed cost breakdown, for each and every category mentioned in the commercial bid.
- d) Any effort on the part of bidder to influence bid evaluation process or award of contract may result in the rejection of the bid.
- e) Bids that are rejected during the Bid opening process shall not be considered for further evaluation, irrespective of the circumstances.

### **Clarification of Bids**

During evaluation of Bids, the Bank may, at its discretion, when deemed necessary, ask the Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing. If the response to the clarification is not received before the date as may be specified by the Bank in this regard, the Bank reserves the right to make its own reasonable assumptions at the total risk and cost of the Bidder.

### **Rectification of Errors**

Decision as to any arithmetical error, manifest or otherwise in response to Bid Document / RFP shall be decided at the sole discretion of the Bank and shall be binding on the Bidder. Any decision of the Bank in this regard shall be final, conclusive and binding on the Bidder.

### **Rejection / Acceptance of Bid**

The Bank reserves the right to accept any Bid and to annul or abandon the Bid process and / or reject in part or full any or all the Bids at any time prior to award of contract / Bid, without assigning any reason whatsoever and without thereby incurring any liability whatsoever to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the Bank's action. Any action / decision of the Bank in this regard shall be final, conclusive and binding on the Bidder.

### **Cancellation of Bid**

The Bank reserves the right to cancel, annul or abandon the entire Bid process in case of any anomaly, irregularity or discrepancy or for any other reasons or otherwise without thereby incurring any liability whatsoever to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the Bank's action.

The Bank shall not be bound to give any reasons or explain the rationale for its actions / decisions to annul or abandon or cancel the bid process. Any action / decision of the Bank in this regard shall be final, conclusive and binding on the Bidder.

The Bank further reserves the right to re-issue / re-commence the bid or circulate new RFP altogether on the subject matter or any activity or part thereof concerning thereto. Any decision of the Bank in this regard shall be final, conclusive and binding on the Bidder.

### **Award of Contract**

**The Bank reserves right to accept any Bid and to reject any Bid or all Bids.**

The Bank shall however not bind itself to accept the best Bid or any Bid and reserves the right to accept any Bid, wholly or in part. The Bank reserves rights to annul the Bidding process and reject all Bids at any time before the award of Contract at its sole discretion, without thereby incurring any liability to the affected Bidder or Bidders.

### **Notification of acceptance of Bid**

a) Notification to Bidder Before the expiry of the period of validity of the proposal, The Bank shall notify the successful Bidder in writing by Email that its Bid has been accepted. The Bidder shall acknowledge in writing receipt of the notification of acceptance and has to convey his absolute, unconditional and unqualified acceptance and thereafter enter into Agreement / Contract within seven (7) days from the date of acceptance.

b) **Signing of Contract:** Signing of the Contract shall follow the notification of the acceptance. However, the Bank may negotiate certain terms with successful Bidder before signing of the Contract. The Bidder should sign the Contract Form, Refer Annexure Section, the signing of Contract will amount to award of contract and Bidder will initiate the execution of the work as specified in the Contract. The signing of contract shall be completed within 7 days of receipt of notification of the acceptance of bid.

### **c) Discharge of EMD**

Upon the successful bidder signing the Contract / Agreement, the Bank will hold EMD for the period of 5 years. EMD amount is non interest bearing.

e) **Expenses for the Contract-** All costs and expenses (including stamp duty, etc.) in connection with or incidental to the execution of Agreement / Contract shall be borne by the successful Bidder.

f) **Failure to abide by the Agreement / Contract** The conditions stipulated in the Agreement / Contract shall be strictly adhered to and any Breach / violation thereof will entail termination of the Contract without prejudice to the other rights of the Bank including recovery of penalties as specified in this RFP or Agreement / Contract.

g) **Annulment of Award Failure** of the successful Bidder to comply with the requirements of this RFP shall constitute sufficient ground for the annulment of the award and forfeiture of the Bid

Security, in which event the Bank may at its sole discretion, make the award to the next best evaluated bidder or any other bidder or call for new Bids.

## **K. Terms and Conditions of Contract:**

### **1. Definitions**

In the Contract, the following terms shall have the following meanings and shall be interpreted accordingly:

- a) "The Contract/Agreement" means the agreement to be entered into between the Bank and the Bidder as recorded in the Contract Form duly signed by the Parties, including all annexure, schedules, exhibits, supplements, appendices, amendments, revisions, notations and modifications thereof for supply and implementation of software and provide / carry out the Service(s) of Vendor, as indicated / spelt out in Scope of Work to be performed in compliance with the service level requirements and standard of performance
- b) "Chhattisgarh Rajya Sahakari Bank Maryadit" or "The Purchaser" means the "Chhattisgarh Rajya Sahakari Bank Maryadit" Limited including its successors and assigns.
- c) "Bidder" or "Contractor" or "Vendor" means any person / persons / firm / company, etc., to whom work has been awarded and whose bid has been accepted by the Bank and shall include its authorized representatives and successors.
- d) "The Contract Price" means the price / compensation payable to the Vendor / Bidder under and in accordance with the Contract for the due performance and observance of its contractual obligations under and in accordance with the Contract.
- e) "Service(s)" means all the services as specified in Scope of Work to be performed in compliance with the service level requirements and standard of performance, which the Vendor / Bidder is required to provide and/or procure for the Purchaser / "Chhattisgarh Rajya Sahakari Bank Maryadit" under and in accordance with the Contract.
- f) "Warranty Period" means the period of 3 Years commencing from the date of successful completion of installation and commissioning of Micro ATM Devices as per the Scope of Work defined in this document.
- g) "Acceptance of Bid" means the letter / fax or any memorandum communicating to the Bidder the acceptance of his Bid
- h) "Acceptance Certificate" means certificate issued on successful completion of acceptability test, receipt of deliverables, etc., and after the Bank (which shall not be deemed to be an obligation on the Bank) is satisfied with the working of the System. The date on which such Certificate is signed shall be deemed to be the date of successful Commissioning of the Systems.
- i) "Business Day" means any day that is not a Sunday or a public holiday (as per the official holidays observed by the Bank).
- j) "Confidential Information" means, (i) intellectual property information; (ii) technical or business information or material not covered in (i); (iii) proprietary or internal information related to the current, future and proposed products or services of the Parties including,

financial information, process / flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Parties provide regarding third parties; (iv) information disclosed pursuant to this Contract and (v) all such other information which by its nature or the circumstances of its disclosure is confidential.

k) "Commissioning" means the successful installation of Micro ATM Devices, including supply, configuration, customization, integration, successful testing of all hardware and software is executed to the satisfaction of the Purchaser.

l) "Document" means any embodiment of any text or image howsoever recorded and includes any data, text, images, sound, voice, codes, computer programs, software and / or databases or microfilm or computer generated microfiche or similar device.

m) "Effective Date" means the date on which this Contract is signed and executed by the Parties hereto. If this Contract is executed in parts, then the date on which the last of such Contracts is executed shall be construed to be the Effective Date.

n) "Intellectual Property Rights" means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.

o) "Parties" means the Purchaser / Chhattisgarh Rajya Sahakari Bank Maryadit and the Bidder / Vendor and "Party" means either of the Parties.

p) "Site" means the place in which the operations / Service(s) are to be carried out or places approved by the Purchaser for the purposes of the Contract together with any other places designated in the Contract as forming part of the Site.

## **2. Interpretation**

In this Contract unless a contrary intention is evident:

The clauses headings are for convenient reference(s) only and do not form part of this Contract.

- Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses.
- Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time.
- A word in the singular includes plural and a word in the plural includes singular.
- A word importing a gender includes any other gender.
- A reference to a person includes a partnership and a body corporate.
- A reference to legislation includes legislation repealing, replacing or amending that legislation.

- Where a word or phrase is given a particular meaning, it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.
- Reasonability and materiality of "doubt" and "controversy" shall be at the discretion of Chhattisgarh Rajya Sahakari Bank Maryadit.

### **3. 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

#### **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 Micro ATM devices (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 1% of 'cost of the Micro ATM Devices 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 5% of 'cost of the Micro ATM Devices 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.

### **5. 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 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 / "Chhattisgarh Rajya Sahakari Bank Maryadit".

## **6. 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 in a form and manner, as given in Annexure Section 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.

## **7. 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.

## **8. 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 EMD/ 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 or its consortium partners 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, it's 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.

### **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 1% per week or part thereof of cost of the contract subject to maximum deduction of 5% 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.

**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 MICRO-ATM solution.

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 Raipur 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.

**'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.



**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.

**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

**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. .

**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.

**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.

**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

### **Contract Prices**

- a) The quoted prices shall be all exclusive of all applicable taxes, duties.
- b) 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.
- 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.

### **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's / 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's / the Purchaser's information security policy and instructions in this behalf.
- c) The Vendor / Bidder acknowledges that "Chhattisgarh Rajya Sahakari Bank Maryadit"s / 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.

#### **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.

#### **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.

## **Representations and Warranties**

In order to induce "Chhattisgarh Rajya Sahakari Bank Maryadit" / the Purchaser to enter into the Contract / Agreement, the Vendor / Bidder hereby represent 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 Rajya Sahakari Bank Maryadit"/the Purchaser, its directors, officers, employees, agents, representatives and consultants indemnified in relation thereto.

## 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.

## **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 3 (Three) 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.

iii. 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.

b) **Termination 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.

c) **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.

d) **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 3 months, indicating its intention to terminate the Contract / Agreement and may terminate the Contract / Agreement in whole or in part

### **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.

e) 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.

f) 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

g) Termination survives the Contract / Agreement.

h) 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.

i) 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 (APEX BANK)" / the Purchaser first gives the Vendor / Bidder its prior written consent.

### **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

### **Governing Law**

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

### **Jurisdiction of Courts**

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

### **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.

### **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.

### **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.

### **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.

### **Financial Details**

The bidder is required to provide the following financial information:

- Audited balance sheet and profit and loss account for the last three financial years
- Earnings per share for the last three financial years, in case of listed companies
- Total revenues for the proposed product for the last three years if any
- Profitability figures for the last 3 years.

### **Reference Sites**

Bidder is required to provide the details of at least one reference site where the proposed solution along with the Micro ATM Devices are implemented in India. The Chhattisgarh Rajya Sahakari Bank Maryadit reserves the right to contact the reference provided by bidder, at any point of time in the evaluation period.

**Annexure-I**  
**Format for Covering Letter**  
**(Top be provided on bidder's letter head)**

To  
Managing Director  
Chhattisgarh Rajya Sahakari Bank Maryadit  
Plot No 74, Sector 24, Atal Nagar,  
Nava Raipur - 492002

Dear Sir,

**Subject: "Supply, Installation, Configuration, Commissioning, Integration and Maintenance/Technical Support of Micro-ATM Devices including Client Applications, Services of AEPS and E-KYC"**

In respect of the Implementation of Micro-ATM solution as per scope defined by Chhattisgarh Rajya Sahakari Bank Maryadit, please find enclosed our response to your RFP Ref No -----  
-----dated -----

Having examined the RFP document / Bid Document and appendix thereto and addenda numbers thereto, we, the undersigned, in conformity with the RFP Document, offer to provide the Services as defined and described in the RFP Document, on the terms and conditions mentioned in the RFP document and for the Sum/price indicated as per financial Bid.

If any action is brought against you for infringement / violation, of the applicable laws including laws relating to IPRs in respect of the System supplied by us to you, we will defend the same at our cost and consequences and will indemnify you of all the costs and other expenses that you may incur in this connection.

We undertake, if our proposal is accepted, to provide the Services comprised in the Contract within timeframe specified, starting from the date of receipt of notification of award from "Chhattisgarh Rajya Sahakari Bank Maryadit"

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

We agree to execute a Contract / Agreement in the form to be communicated by "Chhattisgarh Rajya Sahakari Bank Maryadit.", incorporating all agreements with such alterations or additions

thereto as may be necessary to adapt such agreement to the circumstances of the standard and notice of the award within time prescribed after notification of your intention to accept this proposal.

1. We certify that all the information and representations furnished herein are true, correct, valid and subsisting in every respect and can be supported with relevant documents of proof on demand by the "Chhattisgarh Rajya Sahakari Bank Maryadit."
2. As security for the due performance and observance of the undertaking and obligation of the bid we submit an amount of <Rs.5,00,000/-> (Rupees. Five Lakhs only) by Demand Draft dated \_\_\_\_\_ drawn in favour of "Chhattisgarh Rajya Sahakari Bank Maryadit." payable at {\_\_\_\_\_}.

Signature  
(Company Seal)

**ANNEXURE-II**  
**Bid-Query Format**  
**(Format for Sending Pre-Bid Queries)**

Note: Intended BIDDERS, who will not be able to attend the Pre- Bid Meeting, can send their queries in writing through e-mail before the due date and time as per format mentioned as below. Chhattisgarh Rajya Sahakari Bank Maryadit at its discretion may or may not answer all queries in the Pre-bid meeting.

<b>Sr. No</b>	<b>Section Number</b>	<b>Page Number</b>	<b>Point Number</b>	<b>Original Clause</b>	<b>Bidder's Query</b>	<b>Bank's Response</b>
01						
02						
03						
04						
05						

## **ANNEXURE-III**

### **(ACCEPTANCE OF TERMS AND CONDITIONS of RFP & Contact -On Bidder's letter Head)**

It is certified that the information furnished here in and as per the document submitted is true and accurate and nothing has been concealed or tampered with. We have gone through all the conditions of Bid and are liable to any punitive action for furnishing false information / documents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022

Signature

(Company Seal)



**ANNEXURE-IV**  
**(Authorisation Letter on bidder's Letter Head)**

Date: .....

To,

The Managing Director  
Chhattisgarh Rajya Sahakari Bank Maryadit,  
Plot No. 74, Sector 24, Atal Nagar, Nava Raipur (C.G.) – 492002

Ref: \_\_\_\_\_

**Subject: Authorization letter for signing the bid**

Dear Sir/Madam,

We, (name of vendor) located at (Address) do hereby authorise, (Name of representative) as our authorized signatory to participate in the RFP document for "(Name of RFP)".

Yours faithfully,

**Sign and Stamp:**

**Name:**

**Designation:**

**For and on behalf of:**

**ANNEXURE-V**  
**(Bidder's Information-On bidder's Letter Head)**

This section is meant to collect the various details of the bidder responding to this RFP.

**Bidder Information:**

Company Name	
Address	
Contact Person Telephone Number, Email ID, Mobile No	
Date of Incorporation of the Company	
Registered Corporate Office Address	
Name of CEO / MD	
Product Lines and Brief Description	
Earmarked Implementation Team	
No. of Support Officials on Payroll of the Company	
Total No of Clientele	
CMMi 3 / 5 Certification Details	
ISO-22301 Certification Details	
ISO-27001 Certification Details	

Authorized Signatory:

Designation:

For and on behalf of:

**Annexure-VI**  
**Manufacturer's Authorization Form (MAF)**  
**[to be submitted along with Technical Bid]**

Ref. No:.....

Dated :.....

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

Dear Sir,

Sub: RFP No..... Dated..... for Micro-ATM Solution.

We .....who are established and reputable manufacturers (OEM)  
.....having ..... factories at  
..... and..... do hereby authorize M/s  
.....[Name and address of Authorized Partner/Representative of OEM] to submit  
a bid and sign the contract with you for the goods manufactured by us against the above RFP  
No..... dated ..... We hereby extend our full guarantee and  
warranty as per the clauses of contract based on the terms and conditions of the RFP for the goods  
and services offered for supply by the above firm against the RFP.

Yours faithfully

[Authorized Signatory and stamp of OEM]

Name of the manufacturer

**Note:**

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

**ANNEXURE-VII**  
**(COMMERCIAL BID Declaration- on Bidder's Letter Head)**

Date: .....

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

Dear Sir:

Ref: \_\_\_\_\_

After going through the Bid Documents, the receipt whereof is hereby duly acknowledged, we the undersigned, unconditionally and irrevocably offer our services for Micro-ATM Solution in conformity with the said Bid Documents.

We agree and undertake that, if our Bid is accepted, to deliver and commission the Services in accordance with the delivery schedule specified in the schedule of requirements.

If our Bid is accepted, we will obtain CHHATTISGARH RAJYA SAHAKARI BANK MARYADIT guarantee in a sum equivalent to 10 (Ten) percent of the Contract Price for the due performance and observance of the Contract, in the form and manner prescribed by and to the satisfaction of CHHATTISGARH RAJYA SAHAKARI BANK MARYADIT.

We agree and undertake to abide by the bid terms of CHHATTISGARH RAJYA SAHAKARI BANK MARYADIT including the rates quoted therein for the orders awarded by CHHATTISGARH RAJYA SAHAKARI BANK MARYADIT up to the period prescribed in the Bid, which shall be final and conclusive and remain binding upon us.

Until a formal contract is finalized and executed, this Bid Documents, together with relevant documents as amended, modified, supplemented, revised, modified by addendum, etc., if any, at the sole discretion of CHHATTISGARH RAJYA SAHAKARI BANK MARYADIT duly initialled /executed shall constitute a binding Contract between us.

We agree and undertake that, in competing for (and, if the Bid is accepted by you) the above contract, we will strictly observe the laws inter alia, in particular, against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988" and similar laws and also strictly abide by and observe all applicable laws.

We agree and confirm that you are not bound to accept the lowest or any Bid you may receive and you also have the right to re-issue/re-commence the Bid. Any decision in this regard by you shall be final and binding on us. We declare that all the services shall be performed strictly in accordance with the RFP documents without any variations /deviations.

We agree and confirm price quoted in our commercial response. We declare that our Bid Price is for the entire scope of the work as specified in the RFP. All the prices mentioned in our response are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of 180 calendar days from the date of opening of the financial Bid. We hereby declare that in case the contract is awarded to us, we shall submit the Performance Security Deposit (PSD) at the rate of 10% of the Contract Value.

Sign and Stamp:

Authorized Signatory:

Designation:

For and on behalf of:

**PART-II**  
**COMMERCIAL BID**

**ANNEXURE-IX**  
**(COMMERCIAL BID FORMAT- on Bidder's letter head)**

**A. COMMERCIAL BID FOR Micro-ATM Solution with 3 Years Warranty)**

Sr. No.	Particulars	Quantity	Unit Price Exclusive of GST (in INR)	Total Amount Exclusive of (In INR)
1	Micro-ATM Devices (PCI-PTS Certified) as per the Technical Specifications with front end Client Applications and 3 Years replacement Warranty and Maintenance, Support Services, Installation & Implementation charges as mentioned in the RFP	<b>150</b> <b>(Tentative)</b>		
<b>Total Cost Rs. ( In words: _____ )</b>				

**B. COMMERCIAL BID for 2-YEARS AMC (AMC for 4<sup>th</sup> and 5<sup>th</sup> year)**

Sr. No.	Particulars	Quantity	4 <sup>th</sup> Year AMC Exclusive of GST (in INR)	5 <sup>th</sup> Year AMC Exclusive of GST (in INR)
1	Annual Maintenance Cost for Micro-ATM Devices with front end Client Applications after warranty period of 3 years as mentioned in the RFP	<b>150</b> <b>(Tentative)</b>		
<b>Cost of Annual Maintenance</b>				
<b>Total of 4<sup>th</sup> and 5<sup>th</sup> Year's AMC Cost in INR (In words: _____ )</b>				

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**Terms and Conditions:**

- a) After the completion of 3 year's of warrantee, 4<sup>th</sup> and 5<sup>th</sup> year's Annual Maintenance Cost will be considered after mutual discussions with CG-APEX Bank. However, Bidder has to also to quote for 4<sup>th</sup> and 5<sup>th</sup> Year AMC separately as mentioned above **Annexure-IX (B)**
- b) Micro-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.
- c) Bidders will be evaluated on the basic cost of solution (Excluding/Without GST).
- d) Applicable Taxes will be at current rate.
- e) Calculate the applicable GST with respect to individual product and service items at the current GST rates applicable. Extra sheet SHOULD be attached.
- f) All other payment and general terms and conditions as mentioned in the RFP are applicable.

Authorized Signatory:

Designation:

For and on behalf of:

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