

ANDHRA PRAGATHI GRAMEENA BANK

Request for Proposal(RFP)

For

Supply, Installation, Configuration and Maintenance of Micro ATM Machines (POS Model)



Sponsored by Syndicate Bank

Andhra Pragathi Grameena Bank
Department of Information Technology
Head Office, Post Box: 65
Kadapa – 516 003
Phone: 7382633824, 9490158005
E-Mail: apgbdit@apgb.in
Website: www.apgb.in

Department Of Information Technology
e-mail: apgbdit@apgb.in, hodit_hw@apgb.in Phone: 7382633824, 9490158005

Sub: RFP for Supply, Installation, Configuration and Maintenance of Micro ATM Machines at Bank Branches / Offices with 3 years AMC after Warranty period of 3 years.

Tender Reference Number and Date	RFP 15/HO:DIT/Micro ATMs/2018 dated 23/10/2018
Last date for seeking clarifications	02/11/2018 upto 17.00hours
Date for submitting the Bid documents	15/11/2018 upto 14.00hours
Date of opening Bids	15/11/2018 at 16.00hours
Earnest Money Deposit/Bid Security	Rs.7.5 Lakh valid upto nine months in the form of Bank Guarantee/DD
RFP cost	Non-refundable Rs.11,800/- in the form of DD

Please note:

The above mentioned dates are tentative dates and the Bidder acknowledges that he cannot hold Bank responsible for any revision in these dates. The bids will be opened in the presence of bidders who choose to be present at the time of opening of bids.

This RFP document is available at our Banks' website, www.apgb.in and can be downloaded from the website.

Issued by:

General Manager
Department of Information Technology
HEAD OFFICE, 2nd Floor,
ANDHRA PRAGATHI GRAMEENA BANK
Beside Mariyapuram Church
Akkayapalle, Kadapa – 516 003

Contact Numbers:

Phone: 7382633824, 9490158005
Fax: 08562-259017
e-mail ID: hodit_hw@apgb.in, apgbdit@apgb.in

Check list to Bidders:

Bidders should submit following documents as part of Technical Bid and mention Page Number of each document:

Particulars	Page No.
Cost of Bid	
Eligibility Criteria (Point No. 1 to 25)	
Point. No.1	
Point. No.2	
Point. No.3	
Point. No.4	
Point. No.5	
Point. No.6	
Point. No.7	
Point. No.8	
Point. No.9	
Point. No.10	
Point. No.11	
Point.No.12	
Point No.13	
Point No.14	
Point No.15	
Point No.16	
Point No.17	
Point No.18	
Point No.19	
Point No.20	
Point No.21	
Point No.22	
Point No.23	
Point No.24	
Point No.25	
Annexure A (Other Important Terms and Conditions)	
Annexure B (Bid Form)	
Annexure C(Bid Security)	
Annexure D (Undertaking letter for Authenticity)	
Annexure E (OEM / Solution Provider Authorization Form)	
Annexure F (Bidder's Authorisation Form to their employee)	
Power of Attorney / Board Resolution – for the person who signed Annexure F	
Annexure H (Terms & Conditions Compliance table)	
Annexure G (Service Support Form)	
Annexure I (Compliance to Technical Specifications)	
Brochure, if any	
Annexure J (Turnover, P&L, Experience)	
Financial Reports	
Annexure K-1 (Compliance to Reverse Auction Process)	
Annexure L – Performance BG	Successful bidder after receiving Purchase Contract
Annexure N – Conformity Letter	
Annexure O – Escalation Matrix	
Annexure P – AMC Bank Guarantee Form	Before expiry of Warranty
Annexure Q (Non-Disclosure Agreement) (On ₹200/- Stamp Paper)	Successful bidder after receiving Purchase Contract

To,

All Eligible Vendors

Dear Sir,

Sub: Supply, Installation, Configuration and Maintenance of Micro ATM Machines at Bank Branches / Offices with 3 years AMC after Warranty period of 3 years.

The Bank is a Regional Rural Bank having 551 branches network in Kadapa, Anantapur, Kurnool, Nellore and Prakasam Districts. Bank needs Micro ATM Machines for its Branches and Offices. We request you to submit your comprehensive proposal for supply of Premium Brand Micro ATMs as per the details furnished in this document. The terms and conditions, format for technical bid for supply of Micro ATM Machines is enclosed.

- **Supply, Installation, Configuration and Maintenance of 586 Micro ATM Machines as per the specification listed in Annexure-I across Kadapa, Anantapur, Kurnool, Nellore and Prakasam Districts**
- **The Contract duration is for a period of 6 years. The bidder is required to provide 3 years comprehensive onsite warranty for all equipment's supplied by the bidder and further provide 3 years comprehensive onsite AMC (AMC at banks discretion).**

1. BRIEF DESCRIPTION OF THE REQUIREMENTS WITH 3 YEARS AMC AFTER WARRANTY PERIOD OF 3 YEARS:

S No	Description	Qty
1	MicroATM Machines	586

Note:

- a. The Contract duration is for a period of 6 years. The bidder is required to provide 3 years AMC after 3 years warranty for all equipments supplied by the bidder.
- b. The Bidder has to replace all the defective spares during warranty period. All parts should be covered during warranty period except the plastic parts & consumables.
- c. All materials to be supplied should be original and Brand New.
- d. Only standard components to be used in the Micro ATMs and are as per Technical Specifications as mentioned in Annexure-I of this RFP.
- e. Vendor has to invariably submit Annexure H on compliance to various terms and conditions.
- f. All papers of Technical Bid must be stamped, and signed by the personnel authorized to submit the Bid.
- g. Bid documents are to be numbered serially like Page 1 of 79, Page 2 of 79 etc.
- h. **All documents meant for submissions should be properly filed in a box file to facilitate easy handling. (Spiral binding must be avoided).**

2. Eligibility Criteria:

SI No	Details	Supporting Documents to be submitted
1.	Bidder should be a registered company and should be manufacturing or supplying of MicroATMs for last 3 years in India	Certified copy of the Certificate of Incorporation issued by the Registrar of Companies and Certificate of Commencement of business issued by the Registrar of Companies (For Public Limited Company)
2.	The Bidder company should have earned Net profit in at least two out three of preceding Financial Years and Operating profit in the other Financial Year as per the audited Financial Statements should have a positive Net Worth.	Audited Financial Statements, B/S & P&L and also to be mentioned in Annexure-J (I).
3.	The Bidder company should have an average Turnover of ₹50.00 Crore or above during the immediate last 3 Financial Years.	Audited Financial Statements or audited report form chartered accountant. Turn over details are to be mentioned in Annexure-J (I). If 2017-18 financial results are not audited, a certificate from the Company's Auditor is to be submitted.
4.	The bidder should have supplied and supported 2000 MicroATMs to Banks/ Financial Institution /PSUs/central or state governments during last three years upto September 2018.	Xerox copies of purchase orders or certificates from Bank/FI/PSUs where hardware has been delivered and are also to be mentioned in Annexure-J (II). Alternate to submitting Xerox copies of POs, Bidders can submit Certificate from Banks/FI/PSUs that the vendor has supplied required quantity of Micro ATMs to them with year-wise/PO-wise details In case of multiple POs of same organization, bidder has to submit letter from organization and clearly mention the year and quantity. Bidder who is submitting the bid proposals, shall submit POs issued on their Company only.
5.	OEM should have supplied the offered model or immediate previous model atleast 4000 MicroATMs to any Public Sector Bank/PSU/Financial Institution/ Govt. Departments during last three years put together.	Xerox copy of PO or Letter from Banks/Financial institutions for having delivered MicroATMs. Multiple order of supply from the same organization during the same year will be considered as single order.

		In case of multiple POs of same organization, bidder has to submit letter from organization and clearly mention the year and quantity.
6.	<p>a. The Bidders/OEM should have the facility to conduct Pre Delivery Inspection for MicroATMs as per Annexure-M.</p> <p>b. The testing facility for conducting PDI of the vendor for Micro ATMs should have the capacity to test at least 500 Micro ATMs in one lot, to enable the bidder to supply of entire lot within the stipulated time frame. If facility at OEM is proposed to be used, it is responsibility of vendor to coordinate the process of PDI.”</p>	<p>Confirmation from the bidder along with testing software details etc.</p> <p>Confirmation letter from the bidder and details of plant capacity for testing 500 Micro ATMs in one lot.</p>
7.	Bidder / OEM should be an ISO 9001:2008 certified company with valid certificate	Xerox copy of latest Certificate issued
8.	Bidder /OEM should provide Registered Devices Compliant Model.	Xerox copy of certificate to be submitted.
9.	<p>OEM/AUD should provide a letter, on Equipment support and availability of spares including processors during contract period of six years.</p> <p>OEM/AUD should also provide a certificate that all Equipment offered are not ‘End of Life’ for next one year and ‘End of Support’ for a minimum of 6 years.</p>	<p>Certificate from OEM on Equipment support and availability of spares including processors during contract period of six years (i.e., through the life of entire contract period).</p> <p>Certificate from OEM on Non-End of Life for next one year and Non-End of Support for a minimum of 6 years (i.e., through the life of entire project period).</p>
10.	The Bidder should have the facility of maintaining the database of Micro ATMs to be supplied to Bank and provide the service support on receipt of complaint from any branches/offices of Bank without insisting for invoice/other details.	<p>Declaration by the bidder that such a system of maintaining databases will be implemented. Also an undertaking stating that assuming support at all our Regional office locations & other locations listed. (Vendor should maintain data base of Micro ATMs supplied to the bank and should provide hassle free support service on receipt of complaint from branches/offices without insisting for invoice number etc (their data base should be such that they should be able to provide service if machine serial number is given throughout the contract period.)</p>
11.	<p>Service Centres:</p> <p>i) The OEM/AUD should have its own Service/support facilities of Bank’s operational</p>	Proof of the same is to be enclosed. Service centre details are to be submitted in

	area of service which is provided in Annexure G	ANNEXURE–G with address and contact details
12.	The Bidder should not have been blacklisted by IBA/RBI/Govt./Public Sector undertakings during the last three years	Undertaking letter / Confirmation letter from the participating Bidder & OEM on their official letter head duly signed by the authorized signatory
13.	Bidder company should not be owned or controlled by any Director or employee (or relatives) of Andhra Pragathi Grameena Bank.	Self-declaration letter
14.	Bidder must provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters / management or partnership firms / LLPs having common partners has not participated in the bid process	Letter of confirmation (self-certified letter)
15.	The Bidder must provide an undertaking on his letter head that all the technical features highlighted as part of Technical Scope are covered in totality in the proposal submitted by the vendor	Letter of confirmation (self-certified letter)
16.	If vendor (partner of Original Original Equipment Manufacturer (OEM)) is not able to fulfill its obligation to support the solution / product during the contract period, OEM will have to ensure support as per contract. An undertaking from the OEM to this effect must be submitted	Separate Letter of confirmation (as applicable) from OSD (Original Solution Developer) / each of the OEMs need to be submitted.
17.	Must have authorization from OEM (as applicable) to quote for their products.	Separate Letter of authorization (as applicable) from OSD / each of the OEMs
18.	If OEM is bidding directly they cannot submit another bid with any vendor / Partner.	Letter of confirmation from OEM in case if OEM is bidding directly
19.	One vendor can bid only with one OEM and similarly one OEM can bid with only one vendor	Letter of confirmation from the vendor and OEM
20.	The Micro-ATM device quoted should be complied with the technical specifications mentioned in Annexure I	Letter of confirmation (self certified letter)
21.	The Micro-ATM device quoted by the bidder should be certified by STQC.	Copy of STQC certificate
22.	The devices should be complied with PCI-DSS and capable to handle application software certified by PA- DSS.	Copy of the certificate
23.	The Micro-ATM should be single unit with components like biometric capturing, PIN	Letter of confirmation (self certified letter)

	PAD, Magnetic stripe Reader (MSR) enabled for transactions through EMV debit cards etc embedded as single unit.	
24.	The Micro ATM should be PIN PAD certified by the PCI-PED.	Copy of the certificate
25.	The Bidder must be in position to provide support / maintenance / up-gradation during the period of contract with the Bank. In case the bidder is a premium partner / authorised reseller of the Micro ATM Device, Bidder to submit a letter of authorization from Owner of the Product and OEM of the Micro ATM Device as per format of this RFP	The OEM in their company's letter head shall provide undertaking to this effect

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

3. Authorization to Bid:

The proposal/ Bid being submitted would be binding on the bidder. As such it is necessary that authorized personnel of the firm or organization to sign the BID. The designated personnel should be authorized by the organisation or by a senior official of the organization having authority to do so. The same person or a different person should be authorised who should have a digital certificate (**with encryption feature**) issued in company name and should have authority to quote bid amount in on-line-seal bid and also quote offer price during on-line reverse auction. The details of digital certificate like Name, Digital Key details, issuing authority and validity etc. to be provided.

The XEROX copy of necessary Original resolutions/authority/ Power of Attorney having authority to authorise the person to submit Bid documents/participate in on-line sealed bid and reverse auction, on behalf of the company shall be enclosed. The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a Bid commitment. The letter should also indicate the complete name and designation of the designated personnel as per [ANNEXURE E](#).

a) Manufacturer's Authorisation Form:

In case the principal vendors authorise their business partners or authorised distributors to bid on their behalf, a separate authorisation letter as per format enclosed, with a commitment to fulfil the terms of the RFP should be submitted. It is mandatory that such of those business partners/ authorised distributors should have service support centres on all locations as given in the eligibility criteria in this RFP.

4. Delivery, Installation and maintenance:

- i. The bidder to coordinate in respect of all the works relating to this particular RFP.
- ii. The bidder is responsible for supply, delivery, Unpacking, Uncarting, transportation, transit insurance, storage and installation, insurance up to acceptance by the bank, installation and commissioning of Micro-ATMs at sites including integration, acceptance testing, documentation, warranty, maintenance.
- iii. Key injection should be planned at Head office thereafter delivery and installation should be at all Branches
- iv. Any delay in installation of Micro-ATMs for whatsoever reasons should not entail in expiry of insurance and the same should be continued to be extended up to the date of installation and acceptance of the Micro-ATMs and other equipment by the Bank
- v. During the installation the bidder shall check physical availability of items as per the packing list. If any of the items are not delivered/not as per the specification/ are damaged etc., the bidder or their engineer/s at the site shall take immediate steps and ensure all the items are delivered so that the installation is not hampered. The Bidder shall have to arrange for all testing equipment and tools required for installation, maintenance, and also arrange the vehicle for transport at no additional cost to the Bank
- vi. In case damage of the property owned / leased by the Bank during Micro ATMs delivery and installation which is attributable to the bidder, bidder has to replace the damaged property at his own cost.
- vii. The bidder shall ensure compatibility of the hardware, software and other equipment that they supply with the hardware and software systems being used in the bank
- viii. The bidder shall adhere to the service level specified in the RFP for the maintenance of equipment supplied by the bidder.
- ix. If any particular Micro ATM is becoming out of order for technical reasons for more than three times in a month and for two consecutive months, the Bank may ask the bidder to replace the Micro ATM and bidder should replace the Micro ATM with another new one at no additional cost to the Bank.
- x. Bidder shall conduct preventive maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the Equipment and necessary repairing of the Equipment) at such intervals (**minimum once in a Quarter**) as may be necessary from time to time to ensure that the equipment is in efficient running condition so as to ensure trouble free functioning.
- xi. All engineering changes generally adopted hereafter by the Bidder for equipment similar to that covered by this agreement, shall be made to the equipment at no cost to the Bank.
- xii. Qualified maintenance engineers totally familiar with the equipment shall perform all repairs and maintenance service described herein.
- xiii. The Bank will maintain a register at its site in which, the Bank's operator/ supervisor shall record each event of failure and / or malfunction of the equipment. The bidder's engineer shall enter the details of the action taken in such register. Additionally every time a preventive or corrective maintenance is carried out, the bidder's engineer shall make, effect in duplicate, a field call report which shall be signed by him and thereafter countersigned by the Bank's official. The original of the field call report shall be handed over to the Bank's official.
- xiv. The bidder shall provide replacement equipment if any equipment is taken out of the premises for repairs.

- xv. In case the supply is not according to the order or if the components, if any, are found to be varying from the order in any respect, the Vendor will undertake to replace at no extra cost to the Bank, during the period of use after the warranty also.
- xvi. **It will be the responsibility of the successful Vendor to affix the Asset tags on each Micro ATM Device being supplied to Bank and also share the details with the Bank team. The Asset Tags so printed by the successful Vendor must have the company's logo of the Vendor along with other details like call logging no., mail id etc.. The asset tag details for the Micro ATM Device would be mutually decided by the Bank and the successful Vendor. Complete asset inventory including replacement of Micro ATM Device on account of failure is the responsibility of the vendor and the details of the inventory to be mutually decided by the Bank and the successful vendor.**
- xvii. One unit of the offered model should be provided for **POC**.

The Bank reserves the right for inspection of Micro-ATMs before delivery.

5. Warranty & AMC

- The Supplier warrants that the Goods supplied under the Contract are new, unused and shall have no defect arising from design, materials or workmanship.
- The Products supplied by the bidder shall carry minimum 36 months Comprehensive on-site warranty covering total equipment from the date of installation. The bidder shall provide 36 months onsite comprehensive AMC post the warranty period. Warranty and AMC terms & conditions shall cover the total equipment, including spare replacements etc procured from the bidder, with maintenance (Minimum 9 AM to 6 PM support during weekdays) by FAX, email, telephone and onsite support, if any.
- The Vendor must warrant all equipment, accessories, spare parts etc. against any manufacturing defects during the warranty & AMC period.
- During the warranty & AMC period the vendor shall maintain the Micro ATMs and repair/replace at the installed site, at no charge to the Bank, all defective components that are brought to the Vendor's notice.
- If the Operating System is required to be installed/reinstalled/de-installed/upgrade, the same should be done as part of warranty, if required by branches/offices of Bank.
- In the case of authorized/ channel partners, Warranty shall also include the cost for the back to back arrangement with OEM for maintenance of spares, providing support services, updates, if any required. Terms of Service Level Agreement, if any, are to be specified.
- Besides general warranty support, critical support details should be furnished. The successful bidder shall be agreeable to enter in to Service Level Agreement with the Bank covering Warranty terms and conditions. Besides the above, the bidder shall extend the warranty terms & conditions, if any available by default or extended by OEM, with the product from OEM.
- Micro ATMs supplied by the bidder shall carry a free comprehensive, onsite warranty for a minimum period of Three (3) Years and AMC for next Three (3) Years from 4th year to 6th Year
- This warranty shall remain valid for a minimum period of 36 (Thirty six) months after the goods, or any portion thereof as the case may be, have been delivered to, accepted and installed at the final destination indicated in the Contract, or for minimum period of 39 (Thirty Nine) months after the date of delivery, whichever period concludes earlier.

- During the warranty and AMC period selected bidder shall visit on his own the Offices once in a quarter for preventive maintenance support.
- During Warranty and AMC period all parts of Micro ATMs are to be covered. The Bidders shall submit the details of parts not covered during Warranty/AMC period, along with Bid documents.
- The bidder has to submit the confirmation as per ANNEXURE –E MANUFACTURERS' AUTHORISATION FORM that for the subsequent AMC the bidder is taking the AMC support from the OEMs.
- Third party warranty certificate/s should be provided to the Bank. However, the responsibility of comprehensive Warranty period lies primarily with the Micro ATMs bidder only.
- The Bidder will provide a Single point of contact with whom the bank will coordinate for the warranty & AMC. The bank may log a call with the bidder by phone, fax, email or any other manner the bank desires.
- The AMC (after the warranty period) to be quoted by the Vendor in on-line sealed bid is not less than 6% on the base price of Micro ATM Machine.
- The Bank at its discretion may award the AMC contract to the selected bidder/supplier, bank is free to choose any vendor other than selected bidder/supplier

6. SUBMISSION OF PERFORMANCE BANK GUARANTEE:

The offer for Micro ATMs must include a minimum comprehensive on-site free warranty & AMC period for a total duration of six years from the date of installation and acceptance of the system by the Bank. Bidders should cover all parts of Micro ATMs during warranty period including USB cables.

PERFORMANCE BANK GUARANTEE:

- i. Within thirty (30) days of the receipt of format of notification of award/ purchase order from the Purchaser, the successful Bidder shall furnish the Performance Security (Bank Guarantee) for **10%** (Ten percent) of the Contract Value or purchase order value (excluding AMC Cost) valid for 39 months in the format prescribed as per Annexure-L
- ii. In case an occasion arises for the purchaser to invoke the BG, purchaser reserves the right to invoke any one or more of the BG anytime and also reserves the right to invoke the other guarantees at a later date.
- iii. Vendor has to ensure that Performance bank guarantee is sent directly to our Office by the issuing Bank.
- iv. Failure of the successful Bidder to comply with the requirement of accepting the purchase order/ executing Contract and/ or submitting Performance Guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to any other next lowest evaluated bidder at the price quoted by L1 bidder or any other price which cannot be more than L2 bidders price. In such an eventuality bank retains the right to call fresh bids under this RFP barring the defaulting bidder.

7. PAYMENT TERMS:

- i. No payment shall be made to the successful bidder until Performance BG is submitted.
- ii. If PBG is not submitted by the successful bidder as per PO terms, Bid Security shall be invoked by giving notice to the selected bidder.

Non-submission of Bank Guarantee with in these stipulated dates as stated above alone will be sufficient reason for invoking any other BG submitted by the bidder.

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

The scope of work is divided in different areas and the payment would be linked to delivery by the successful Bidder and acceptance by the Bank of each area as explained below:

All payments will be released from our office within 30 days of claim on submission of all relevant documents. The payments will be released through NEFT/ RTGS and the Selected Bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc. Applicable TDS, if any, will be deducted at the time of releasing the payments.

- I. **On Delivery:** Seventy (70) % of the Contract Price of the Goods along with applicable GST, shall be paid on delivery of goods and upon submission of the following documents:
 - Bidder's Original Invoice (with certified Xerox copy), showing Contract No, Goods description, quantity, unit price, total amount, Serial Nos. of the Equipment/s, GSTIN/HSN/SAC etc.
 - Original Delivery Note signed by Consignee or Acknowledgement of receipt of goods from the Consignee with the name of the Official who has received the Goods, designation and mobile number.
 - Insurance Certificate.
 - Manufacturer's/ Bidder's Warranty Certificate.
- II. **On Installation:** Thirty (30) % of the Contract Price of the Goods shall be paid after installation and upon submission of the following documents.
 - Copy of the Bidder's Invoice showing Contract No, Goods description, quantity, unit price, total amount, Serial Nos. Of the Equipment/s etc.
 - Installation Note and successful working of Micro ATMs, signed by Bank Officers with the name of the Official, designation, stamp of branch/office and mobile number

However, if for any reason, the installation and commissioning is delayed due to non-readiness of infrastructure and hence acceptance certificate cannot be issued, the above 30% of the Total Contract Price shall be paid, after 90 days from the date of receipt of goods at the respective locations. In such a case, the Bidder shall have to produce document showing "Site not Ready" status from the representatives of Andhra Pragathi Grameena Bank at respective locations and to undertake to install and successfully

commission the Equipment within 3 days of confirmation of readiness of infrastructure by the Bank. This, however, does not preclude the Bank from invoking the Performance Security if warranted, as per the terms of this Bid Document.

III. AMC/ATS Payment:

- i) The invoice for AMC renewal proposal is to be submitted at our Office at least 30 days before due date for renewal of AMC, every year.
- ii) AMC shall be paid in advance in equal yearly instalments within thirty days of receipt of claim at the start of each year, after completion of warranty/ maintenance obligations of the previous year, at the rates quoted, on receipt of a AMC Bank Guarantee, issued by a scheduled Bank in India other than Andhra Pragathi Grameena Bank, as per Annexure – P, for the equivalent AMC amount per annum, valid for a period of 39 months from the date of completion of free warranty period.

The Bank Guarantee submitted towards performance security taken during warranty period will be released only after receipt of the above. Non-submission of AMC Bank Guarantee at least 30 days before the expiry of Performance security will be sufficient reason for invoking the performance security. No separate AMC Agreement needs to be executed. However, all the systems shall be properly maintained irrespective of Non-claiming/Non-renewal of AMC by the bidder in time.

8. DELIVERY PERIOD:

The Bank reserves the right to stagger the deliveries depending upon the requirement at Offices. The vendor shall inform the readiness of the Micro ATMs for the purpose of pre-shipment testing as per Annexure-M in writing well in advance.

Micro-ATMs shall be supplied with all required software, drivers, media and manuals etc, if any. Some utilities, drivers etc. provided by the Bank need also to be installed.

The bidder shall be responsible for delivery, installation of Micro ATMs including Operating System/software loading and making them full operational at all the locations within 5 weeks from the date of issuing of delivery instructions for the same inclusive of completion of the pre-shipment testing for Micro ATMs.

Bidder should provide soft copy details of Micro ATMs to our office (DIT) after completion of delivery & installation in excel format i.e. Machine serial number, date of delivery & date of installation of hardware.

The Supplier is responsible for all unpacking, assemblies, wiring, installations, cabling between hardware/Peripheral units and connecting to power supplies. The Supplier will test all operations and accomplish all adjustments necessary for successful and continuous operation of the Hardware / Peripherals at all installation sites. The supplier is also responsible for installation/integration of the Hardware and for establishing connectivity to the existing network, if any (i.e. for connecting to CBS Network / Internet etc). In case the Bank desires the equipment to be shifted to a location other than the originally indicated location, vendor shall install the same at the new location without any additional cost to the bank. However, shifting will be done by the Bank.

The installation will be deemed as incomplete if any component of Micro ATMs etc are not delivered or are delivered but not installed and/or not made operational or found not acceptable to the Bank after PDI for Micro-ATMs. The installation will be accepted only after commissioning of Micro ATMs and satisfactory working for a minimum period of 30 days.

9. Liquidated Damages:

For any delay, over and above 5 weeks from the date of acceptance of purchase order, LD @ 0.5% (of the base price of the equipment belatedly delivered) per week subject to a maximum of 10% of contract value will be levied and recovered from the final payment due.

As per Law, GST will be charged on LD charges and the same will be recovered from the Bidder at prevailing GST rates during the time of levy.

However, if there is delay beyond the above period and/or amendments thereon, due to reasons attributable to the Bank, such period will be exempted from computation of delay for the purpose of LD. The bidder shall have to produce document showing "Reasons for delay to commence work" from the representatives of Andhra Pragathi Grameena Bank at respective locations. This, however, does not preclude the Purchaser from invoking the Performance Guarantee if warranted, as per the terms of this Bid Document.

10. HARDWARE MAINTENANCE:

The Bidder will assume total responsibility for the fault free operation of hardware and maintenance during the warranty for a total duration of six years (3 years warranty and 3 years AMC). **Reloading/upgrading of OS & connecting peripherals, wherever is necessary is also responsibility of the Bidder.**

As far as possible, the equipment should be repaired at site and where the MICRO ATM is taken for repairs outside the Bank, a substitute should be provided and audit trail data should be transferred to the substitute machine besides creating back-up in one of the system's at the bank's office and the audit trail data in the machine should be deleted permanently.

On lodgement of complaint, service should be provided and rectification of reported problem within one business day . In case any part is found defective & needs to be taken to the Vendor's Premises/ lab for repairs, the Vendor should either ensure the required parts is replaced or a standby equipment is provided in place of defective equipment within 24 hours or next business day.

Failure to repair/ replace as above will be a breach of warranty and a penalty of Rs.500/- per day per item will be levied for number of days delayed, subject to a maximum of 10% of the contract value. The amount of penalty will be recovered from the bidder from payments due to them or by invoking Bank Guarantees provided for warranty. If the penalty amount reaches the maximum, Bank will be at liberty to cancel the contract and invoke any or all the Bank guarantees provided by the Bidder.

GST will be collected at applicable rates on Penalty Charges and the same will be deducted from the payments due to the Bidder. Bank will raise Invoice for the charges deducted.

Spare Parts:

The bidder will make available the spare parts for the systems, for a minimum period of six years from the time of acceptance of the system.

If any of the peripherals/ components is not available or difficult to procure or the procurement is likely to be delayed for replacement, if required, the replacement shall be carried out by the bidder with state of the art technology equipment of equivalent configuration and capacity or higher configuration and capacity equipment after consulting the Bank, at no additional charges to the Bank.

The spares given during the Warranty period for any enhancement/up gradation required by the Bank should be at market related costs and not at costs arbitrarily fixed by the Bidder.

11. BID SECURITY AND COST OF RFP:

I. BID SECURITY:

- A)** The Bidder shall furnish, as part of its Bid, a Bid security for an amount of **₹7,50,000/-** (Rupees Seven Lakh and Fifty thousand only) in the form of a DD/ Bank Guarantee issued by a reputed Bank in India (other than Andhra Pragathi Grameena Bank) and acceptable to the Bank in the format enclosed valid for **Nine months** from the last date of submission of this bid documents and to be submitted along with other bid documents.
- B)** The successful Bidder's bid security will be discharged upon the Bidders furnishing the performance security for **10%** of the contract value (excluding AMC Cost) valid for **39** months from the date of issue, issued by a reputed Bank in India (other than Andhra Pragathi Grameena Bank). Unsuccessful Bidders' bid security will be discharged or returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the purchaser.
- C)** The Bid security may be forfeited:
- (1) If a Bidder withdraws its Bid during the period of Bid validity; or
 - (2) If a Bidder fails to participate and quote price in Online Sealed bids or fails to login in Reverse Auction Process, or
 - (3) In case of a successful Bidder, if the Bidder fails:
 - (a) To accept purchase order,
 - (b) To furnish Performance Security valid for **39** months within the stipulated time, or
 - (c) To supply the goods within the stipulated period. Or
 - (d) Fails to comply any terms of RFP or Purchase Order.

II. COST OF RFP:

This RFP document is available at our Bank's website, www.apgb.in and can be downloaded from the website. A non-refundable Demand Draft/ Banker's Cheque for Rs.11,800/- (Rs.10,000/-+GST @18% i.e., 1800/-)(Rupees Eleven thousand eight hundred only) in favour of Andhra Pragathi Grameena Bank payable at Kadapa, towards RFP cost, is to be submitted along with the other Bid Documents to the Bank.

The GSTIN of the bidder is to be mentioned in the covering letter for Cost of Bid. The amount will not be refunded under any circumstances including cancellation of RFP or procurement process at any stage.

12. Response to RFP

The bidder shall submit the offer for the full schedule of requirements. Following instructions may please be taken note of in this connection and

All responses should be in English language. All responses including commercial and technical proposals would be deemed to be irrevocable offers/proposals from the Bidders and may, if accepted by Andhra Pragathi Grameena Bank, form part of the final contract between Andhra Pragathi Grameena Bank and the selected Bidder. All envelopes should be securely sealed and stamped. The authorized signatories of the bidder should signature on all pages of the proposal.

Technical Offer shall be submitted in a single sealed envelope duly super-scribing the envelope with the reference number of this RFP, due date, name of the Bidder, Offer reference number etc.

All Bid Documents are to be properly filed in a box file and all pages of the Technical Bid should be numbered serially (Continuous page number/Total number of pages) and should bear the company's seal and signature/s of the authorized person/s on all pages. Spiral bindings must be avoided.

Bid Documents:

The Technical offer should be complete in all respects and contain all information asked for. The Technical Offer should be complete and indicate that all products and services asked for are considered. The technical offer should not contain any price details, as the Bank will be calling for on-line sealed price bids before conducting the Reverse-auction. Bidders are requested to go through the 'Rules for Reverse Auction' as detailed in Annexure-K.

Technical Offer document should not contain any price information.

Envelopes must be super-scribed with the following information:

- i. 'Eligibility and Technical Proposal' along with bid security and Demand Draft/ Banker's Cheque for the cost of the RFP
- ii. Other Information required on the envelope and sub-envelopes –RFP reference number, Name of bidder, Contact Person, Contact Address, E-mail address and Phone number.

13. Proposal Format

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

The Bid Document should not contain any price information

The eligibility and technical envelope should have the following documents:

- a. Eligibility Criteria, along with all supporting required.
- b. Cost of RFP
- c. Bid security
- d. Bid Form
- e. All annexures as per RFP on Company's letter head with authorizing person's signature and company seal on all pages.
- f. All supporting documents and product literature in support of Technical specifications
- g. Relevant brochures for Micro ATMs
- h. Manufacturers' Authorization Form as per Annexure-E, if applicable.
- i. Technical Specifications as per Annexure I are to be furnished item wise.
Please furnish full details, ensuring strict conformity with the specifications in every respect, in order to avoid ambiguity. The software, if any, shall be supplied with Media, Manual and License. Relevant Detailed Product Brochures shall be submitted for each item with the proposal.

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

The Bid Document should be complete in all respects and contain all information asked for and indicate that all products and services asked for are considered. Bidder's proposal should strictly conform to the Eligibility Criteria, Technical specifications and all other terms and conditions, stipulated in the RFP. Proposals not conforming to the specifications will be treated as technically non-responsive. Bank will not entertain any correspondence on this.

The bidder is not required to submit the Price Bid, as Bank will be conducting the Online sealed Bid and Reverse-auction from the technically responsive Bidders. Bidders are requested to go through 'Rules for Reverse Auction' as detailed in Annexure-K

If the participating bidders need any clarification on any of the aspects of the Bid Document, they can seek clarifications in advance through e-mail to apgbdit@apgb.in, hodit_hw@apgb.in on or before **02/11/2018 by 17:00** hours strictly as per Annexure –J (3) format.

The Bank reserves the right to make amendments to the RFP before the last date prescribed for submission of the responses. Such clarifications, amendments to our RFP, if any, will form part of this RFP. Bidders are requested to take note of the same.

The Last date for submitting the Bid proposals along with Bid Security and RFP cost is **15/11/2018 by 14:00** hours at this office. Any Bids received after the due date and time will not be accepted.

Technical Bids complete in all aspects should be submitted in a sealed master envelope to Sri G. Masthanaiah, Asst. General Manager, Head Office-DIT, II Floor, Andhra Pragathi Grameena Bank, Beside Mariyapuram Church, Akkayapalle, Kadapa, Andhra Pradesh State - 516003 within the above stipulated date and time.

14. Evaluation of Bids

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

The Eligibility and Technical Bid will be opened first for Technical Evaluation in the presence of bidders who choose to be present. The eligibility bid submitted by the bidder will be evaluated against the Eligibility criteria set forth in the RFP. The bidder needs to comply with all the eligibility criteria mentioned in the RFP to be evaluated for technical evaluation. Non-compliance to any of the mentioned criteria would result in outright rejection of the bidder's proposal. The decision of Andhra Pragathi Grameena Bank would be final and binding on all the bidders to this document. Andhra Pragathi Grameena Bank may accept or reject an offer without assigning any reason what so ever.

The bidder is required to comply with the technical specifications mentioned in Annexure-I of the RFP. Non-compliance to this may lead to disqualification of a bidder, which would be at the discretion of the Bank. Bank would use an internal scoring mechanism to score each of the RFP responses with appropriate apportionment of scores. Technically responsive bidders will be finalised after evaluation of Eligibility Criteria and Technical specification.

The Bidders whose Bids get technically qualified will be informed for participating in Online sealed Bid and Reverse Auction process. After Reverse Auction process, lowest Quoted Bidder will be declared as L1.

15. *The details required as per all Annexures shall also be enclosed without fail.* The Bank may reject any proposal not containing all the requirements called for in various Annexures. Technical Bids must contain required/ relevant information on all the items without fail.

16. Undertaking that all material to be supplied is original and Brand New and if required proof of purchase can be produced. It has to be confirmed that only standard components are used in the MICRO ATMs and are as per Technical Specifications as mentioned in Annexure I of this RFP. **This undertaking is to be signed by a Director or Head of Marketing of the Company on the bidder's letter head.**

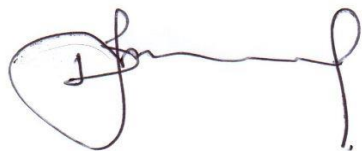
17. The Bank at its discretion may split the order at 60% (approximate) or more to L-1 vendor and up to 40% (approximate) to L-2 vendor, provided the L-2 vendor agrees to supply the Hardware at the same rates as quoted by L-1 vendor. However if the L2 vendor does not agree to the above condition or not interested, Bank at its discretion may give the said 40% to L3 Vendor provided the vendor agrees to supply the Hardware at the same rates as quoted by L-1 vendor. If L2 and L3 bidders do not match the rates with the L1 bidder, Bank may procure entire quantity from the L1 bidder on receipt of confirmation letters from L2 and L3 unable to match L1 rates. However, the decision of splitting will be at the sole discretion of the Bank and the Bank may or may not implement the splitting.

18. The vendor has to submit various formats mentioned in Annexure - A along with all other annexures of this RFP on Company's letterhead with seal and signature. Relevant proof, if required is to be enclosed.

- 19.** Please note that either an Indian Agent on behalf of the Foreign Principal or the Foreign Principal directly can bid in a tender but not both. In case of Bidding by both, Bid submitted by Foreign Principal will be considered for evaluation. Also in cases where an Agent participates in a tender on behalf of one manufacturer, he is not allowed to quote on behalf of another manufacturer for this RFP.
- 20.** Information on procurement of systems pertaining to this RFP will be hosted on our Bank's website with full details.

Note: Bank reserves the right to reject this invitation to offer in part or in full, or cancel the entire procurement process at any stage without assigning any reason.

Yours faithfully,

A handwritten signature in black ink, appearing to read 'JVS Prasad', with a large loop at the end.

(JVS PRASAD)
General Manager-IT

ANNEXURE - A
OTHER IMPORTANT TERMS AND CONDITIONS

1 MANUFACTURERS AUTHORISATION FORM:

In the case of a Bidder offering to supply goods under contract which the Bidder did not manufacture or otherwise produce, the Bidder should produce a certificate as per the format enclosed that they have been duly authorized by the goods' manufacturer or producer to supply the goods and assuring full guarantee and warranty obligations.

The proposals shall be submitted through the Authorised Employees, business partners or authorised distributors etc., a separate "LETTER OF AUTHORISATION TO BID" on behalf of the main vendor/s should be enclosed along with the technical bid. Proposals received without the authorisation letter/s will summarily be rejected. However, the bidder should confirm that they have a national presence to extend support for the systems(Micro ATMs) supplied and also **submit a list of such service support centres.**

2 TECHNICAL DETAILS FORM:

Bidders should furnish an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications as per format furnished in Annexure I.

The Bidder is required to submit the following documents, as applicable, along with the offer. The following list is only indicative and not exhaustive.

- a) The manuals and technical brochures, specific names of components/ items excluded from the purview of warranty and its cost are required to be submitted for all items, including all accessories and devices, included in the package for which a bid is being submitted.
- b) Technical brochures for individual Components.

3 INSPECTIONS AND TESTS: Pre Delivery Inspection is to carried out as per Annexure-M.

- 3.1** The Purchaser/Bank or its representative like M/s Syndbank Services Ltd., Bangalore or any other testing agency shall have the right to inspect and/ or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Bank.
- 3.2** The inspections and test may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/ or at the final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 3.3** Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 3.4** Factory inspection of the Micro ATMs to be supplied to the Bank will be carried out at vendor's or principal's/manufacturer's factory site.

- 3.5** Vendor has to bear all the costs related inspection and test including fee for testing agency, travel and stay of its staff even if the equipment offered for inspection is not as per Bank's requirement or the test conditions are not complied with and repeat visits are necessitated.

4 INSURANCE:

The insurance shall be for an amount equal to 110% of the CIF value of the goods delivered at the respective delivery locations covering all risks (Fire, burglary, SRCC, natural calamities such as earth quake, flood etc.) for a period covering minimum 4 months from the date of delivery at the location. It shall be at the cost & responsibility of the supplier. It shall also be the responsibility of the supplier to adequately cover the transit risks for the hardware till they are delivered at the original or their relocation destinations. Insurance Policy is to be submitted to the bank along with Invoice.

5 BIDDER'S OBLIGATIONS:

- 5.1** The Bidder/Supplier is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanours.
- 5.2** The Bidder/Supplier's representative & local office at Kadapa will be the contact point for the Purchaser/Bank and all the authentic status of Delivery and Installation should be made available in writing at least twice in a week.
- 5.3** The Bidder/Supplier will treat as confidential all data and information about the Purchaser/Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Purchaser/Bank.
- 5.4** All the bills raised for the supplies made under this RFP shall be from the same office / branch from where the bids are submitted against this RFP. If billing being done from any other branch of the bidder, same is to be clearly mentioned in the Bid and should not change till all items under RFP are delivered.

6 MICRO ATMS INSTALLATION AND MAINTENANCE:

The Supplier is responsible for all unpacking, assemblies, wiring, installations, cabling between hardware units and connecting to power supplies. The Supplier will test all Micro ATMs operations and accomplish all adjustments necessary for successful and continuous operation of the hardware at all installation sites. The supplier is also responsible for installation/ integration of the Micro ATMs and for establishing connectivity to the existing network, if any.

If any critical component of the entire configuration is out of service for more than 24 hours, the Supplier shall either immediately repair the defective unit or replace it at its own cost or provide a standby otherwise bank may levy penalty as per Hardware Maintenance clause 10 of this RFP.

7 TECHNICAL SPECIFICATIONS:

- 7.1** Detailed Specification of the items required is attached as per Annexures.

7.2 The Bidder is required to submit the following documents, as applicable, along with the offer. The following list is only indicative and not exhaustive.

- i. The manuals and technical brochures, specific names of components/ items excluded from the purview of warranty and its cost are required to be submitted for all items, including all accessories and devices, included in the package for which a bid is being submitted.
- ii. Technical brochures for individual Components.

7.3 Technical details form must be complete in all respects. Correct technical information of the product being offered must be filled in. Any additional information available, though not included in the form, may also be submitted. Terms like OK, accepted, noted, as given in brochure/ manual, or more etc., are not to be used and are not acceptable.

7.4 Project Scope:

Bank will award the contract to the successful vendor and the vendor should deliver the product with the following scope

- i. Vendor should be capable of providing all the equipments that are specified under the Technical Specifications Annexure I
- ii. Vendor needs to have a co-ordination with the existing system integrator for integrating with present system / setup for the branches to function smoothly.
- iii. The Micro ATM Device must be integrated with existing solution in the Bank without any cost to Bank and should be capable of upgrading at a later stage as and when required by the Bank.
- iv. Bank desires to procure Micro ATM Device for the branches / offices across five districts of Andhra Pradesh namely Kadapa, Anantapur, Kurnool, Nellore and Prakasam Districts., hence the selected vendor should work seamlessly throughout the above mentioned districts.
- v. The proposed hardware should be STQC certified and support for RuPay debit card based transaction and Registered Device compliant for Aadhaar based transactions.

Note: - Scope of supply also includes components, materials, accessories required to render the equipment's and systems offered complete in all respects even though every individual item may not have been specifically mentioned in the RFP. Bank will award the contract to the successful vendor who should deliver the product with the detailed scope mentioned in the Technical Requirement in Annexure I.

7.5 Proof of Concept (POC) for all Micro ATM Device Implementation

Vendors as part of technical evaluation have to demonstrate Proof of Concept (POC) of their product. POC will be based on the following conditions:

- i. All and any cost associated with demonstrating the POC (including provision of Servers, technical resources, travel cost, boarding cost etc) will be to the account of the vendor and bank will not bear any cost.
- ii. Bank reserve its right to extend / shorten the period of POC where needed.
- iii. Bidder has to exhibit a POC in live environment of the Bank, while technical evaluation of bid /before selection.

- iv. Before beginning the process of placing orders to the successful bidders, Bank will ask for successful testing/live-POC of the offered Micro ATM at Kadapa & any 2 field locations decided mutually by the Bank
- v. The POC would be done to check whether the quoted model meets the technical specifications as mentioned in Annexure I. Further the following parameters will be also verified:
 - (a) Stability of RuPay Card, Aadhaar based transaction KIOSK & POS transaction.
 - (b) Compatibility of the device with FI gateway of existing system integrator and Bank ATM switch.
- vi. The Micro ATM Device must be successfully integrated with FI gateway of existing system integrator and ATM switch for smooth functionality of the device.
- vii. Any vendor who is not complying with the above POC will be technically disqualified.
- viii. Vendors who have failed in the POC will automatically stand disqualified technically.

7.6 Service Levels and Uptime Guarantee

For details, please refer to Annexure R that details the service levels.

8 General Terms

- i. The Bank expects the vendor to adhere to the terms of this tender document and would not accept any deviations to the same.
- ii. The Bank expects that the vendor appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.
- iii. Unless agreed to specifically by the Bank in writing for any changes to the tender document issued the vendor responses would not be incorporated automatically in the tender document.
- iv. Unless expressly overridden by the specific agreement to be entered into between the Bank and the vendor, the tender document shall be the governing document for arrangement between the Bank and the vendor.
- v. Either the Indian agent on behalf of the principal/ OEM or Principal/ OEM itself can bid but both cannot bid simultaneously for the same product in this tender. If an agent submits bid on behalf of the Principal/ OEM, the same agent cannot submit a bid on behalf of another Principal/ OEM in this tender for the same items/ product.
- vi. The vendor may modify or withdraw its offer after submission, provided that, the Bank, prior to the closing date and time, and receives a written notice of the modification or withdrawal prescribed for submission of offers. No offer can be modified or withdrawn by the vendor subsequent to the closing date and time for submission of the offers.
- vii. The vendor is required to quote for all the components/ products mentioned in the "Project scope" and all other requirements of this RFP. In case the vendor does not quote for any of the components/products, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.

- viii. In case of discrepancy in soft copy and hard copy of the bids, the vendors agree that Bank can consider hard copy as final and it will be binding on the vendor. The Bank in this case may also reject the offer outright.
- ix. Based on the Bank's requirements as listed in this document, the vendor should identify the best-suited product that would meet the Bank's requirements and quote for the same. In case the vendor quotes more than one model and they have not specified which particular model quoted by them needs to be considered, then the response would be considered as improper and the whole tender submitted by the vendor is liable to be rejected. The vendor is expected to provide the best option and quote for the same.
- x. Vendor must furnish requirements as per the formats provided in the RFP document.
- xi. In the event the vendor has not quoted for any mandatory items as required by the Bank and forming a part of the tender document circulated to the Vendor's and responded to by the vendor, the same will be deemed to be provided by the vendor at no extra cost to the Bank.
- xii. The Bank is not responsible for any assumptions or judgments made by the vendor for proposing and implementing the item / service / AMC. The Bank's interpretation will be final.
- xiii. The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the Vendor and responded by the vendors have been quoted for by the vendor, and there will be no extra cost associated with the same in case the vendor has not quoted for the same.
- xiv. All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the online sealed bid submitted by the vendor to the Bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The vendor cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.
- xv. The vendor at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules time frame for item / service / AMC etc. as mentioned in the tender document circulated by the Bank. Vendor shall be fully responsible for deviations to the terms & conditions etc. as proposed in the tender document.
- xvi. In the event of any changes observed by the Bank in the payment schedules as suggested by the Bank, the price bid(to be quoted in online sealed bid) of the vendor would be loaded with 10% of the total cost of that particular item / service / AMC. However, this additional loaded amount is only for evaluation purposes and will not be actually payable to the vendor. The Bank will conform to its payment schedule as specified in the tender document.
- xvii. If related parties (as defined below) submit more than one bid then both /all bids submitted by related parties are liable to be rejected at any stage at Bank's discretion:
- a) Bids submitted by holding company and its subsidiary
 - b) Bids submitted by two or more companies having common director/s
 - c) Bids submitted by two or more partnership firms / LLPs having common partners
 - d) Bids submitted by two or more companies in the same group of promoters/management
 - e) Any other bid in the sole discretion of the Bank is in the nature of multiple bids.
- xviii. The product will be deemed accepted only after all the items are in place and in working condition as per Bank's requirement.

- xix. Responses to this RFP should not be construed as an obligation on the part of the Bank to award a purchase order for any services or combination of services. Failure of the Bank to select a vendor shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
- xx. By submitting a proposal, the vendor agrees to promptly contract with the Bank for any work awarded to the vendor. Failure on the part of the awarded vendor to execute a valid contract with the Bank will relieve the Bank of any obligation to the vendor, and a different vendor may be selected based on the selection process.
- xxi. The terms and conditions as specified in the RFP and addendums (if any) thereafter are final and binding on the vendors. In the event the vendor is not willing to accept the terms and conditions of the Bank, the vendor may be disqualified. Any additional or different terms and conditions proposed by the vendor would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing
- xxii. The vendor must strictly adhere to the delivery dates or lead times identified in their proposal. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the Vendor's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this tender document) due to the Vendor's inability to meet the established delivery dates or any other reasons attributing to the vendor then, that vendor will be responsible for any re-procurement costs suffered by the Bank. The liability in such an event could be limited to the differential excess amount spent by the Bank for procuring similar deliverables and products.
- xxiii. The vendor shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfil its obligations, involved in the performance of the provisions of this RFP. The vendor represents that the product to be supplied in response to this RFP shall meet the proposed vendors' requirement. If any products, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or products and are required for proper performance or provision of the deliverables or products in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or products, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the vendor at no additional cost to the Bank. The vendor also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the vendor of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the vendor to fulfil all the terms and conditions of this RFP. The modifications, which are accepted by the Bank, shall form a part of the final contract.
- xxiv. The Vendor shall represent that the product provided and/or use of the same by the Bank shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority. The Vendor further represents that the documentation to be provided to the Bank shall contain a complete and accurate description of the product and services (as applicable), and shall be prepared and maintained in accordance with the highest industry standards. The Vendor represents and agrees to obtain and maintain validity throughout the specified term, of all appropriate registrations permissions and approvals, which are statutorily required to be obtained by the vendor for performance of the obligations of the vendor. The vendor further agrees to inform and assist the Bank for procuring any registrations, permissions or approvals, which may at any time during the assignment Period, be statutorily required to be obtained by the Bank for availing products from the vendor.

- xxv. All terms and conditions, payments schedules, time frame for expected product levels as per this tender will remain unchanged unless explicitly communicated by the Bank in writing to the vendor. The Bank shall not be responsible for any judgments made by the vendor with respect to any aspect of the product or Service. The vendor shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected product levels etc. as mentioned in this tender document.
- xxvi. The Bank and the vendor covenants and represents to the other Party the following:
- i. It is duly incorporated, validly existing and in good standing under as per the laws of the state in which such Party is incorporated.
 - ii. It has the corporate power and authority to enter into Agreements and perform its obligations there under. The execution, delivery and performance of terms and conditions under Agreements by such Party and the performance of its obligations there under are duly authorized and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.
- xxvii. The execution, delivery and performance under an Agreement by such Party:
- i. Will not violate or contravene any provision of its documents of incorporation;
 - ii. Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;
 - iii. Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;
 - iv. To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in this Agreement, and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such Party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.
- xxviii. The vendor shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time.
- xxix. It would be the responsibility of the vendor to arrange / obtain necessary road permits or any other document for delivery of the material till Bank's premises. The vendor shall arrange road permit for locations applicable at no extra cost to the Bank.
- xxx. The Bank would not assume any expenses incurred by the vendor in preparation of the response to this RFP and also would not return the bid documents to the Vendors
- xxxi. The Bank will not bear any costs incurred by the vendor for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.

9 ORDER CANCELLATION / TERMINATION OF CONTRACT:

The Bank reserves its right to cancel the entire / unexecuted part of Purchase Order at any time by without assigning appropriate reasons in the event of one or more of the following conditions:

- i. If the bidder fails to perform any obligation(s) under the Contract.
- ii. If the bidder is not providing after sales and maintenance services and the calls are not attended for three or more occasions the Bank is at liberty to terminate the contract by giving 30 days' notice.
- iii. Delay in Implementation of the Project beyond the specified periods
- iv. Non-satisfactory performance of the Project during implementation.
- v. Failure to integrate / implement the project as per the requirements of the Bank.
- vi. Serious discrepancies noted in the implementation of the project
- vii. Breaches in the terms and conditions of the Order.
- viii. Non-satisfactory performance of the Project in terms of affecting the Core Systems of the Bank or the Core Business of the Bank and the functioning of the Branches/Offices of the Bank.

In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Performance Bank Guarantee given by the bidder.

EFFECT OF TERMINATION

- i. The bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment. Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables and maintenance. The reverse transition will be for the period of 3 months post the notice period.
- ii. Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services
- iii. The bidder agrees that after completion of the Term or upon earlier termination of the assignment the bidder shall, if required by the Bank, continue to provide warranty services to the Bank at no less favourable terms than those contained in this RFP. In case the bank wants to continue with the bidder's services after the completion of this contract then the bidder shall offer the same or better terms to the bank. Unless mutually agreed, the rates shall remain firm.
- iv. The Bank shall make such prorated payment for services rendered by the bidder and accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the bidder.
- v. Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination..

10 FORCE MAJEURE:

The Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that such delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, and acts of the Bank either in fires, floods, strikes, lock-outs and freight embargoes.

If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such conditions and the cause thereof immediately. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the Bidder shall hold consultations with each other in an endeavor to find a solution to the problem.

Notwithstanding the above, the decision of the Bank shall be final and binding on the Bidder.

11 INDEMNITY:

- i. The selected bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights, Intellectual Property Rights (IPR) etc.
- ii. Selected Bidder shall keep the Bank, its Successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its employees, agents, contractors, subcontractors etc.
- iii. The indemnification is only a remedy for the Bank. The Selected Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.
- iv. However, the Selected Bidder would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

12 LIABILITY OF THE SELECTED BIDDER:

- i. Bank shall hold the selected bidder, its Successors, Assignees and Administrators fully liable against loss or liability, claims, actions or proceedings, arising out of non-fulfilment of any obligations under the Contract.
- ii. Selected Bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Selected Bidder and shall be vicariously liable for all the acts, deeds or things done by its employees, agents, contractors, sub-contractors etc.,

- whether the same is within the scope of power or outside the scope of power, vested or instructions issued by the Bank under the Contract to be issued for this tender.
- iii. Such liability of the Selected Bidder will be restricted to the actual amount of the Contract.
 - iv. However, the selected bidder would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

13 NEGLIGENCE:

In connection with the work or contravenes the provisions of General Terms, if the selected bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the selected bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank is to be compensated for good the failure at the risk and cost of the selected bidder.

14 CHANGES TO RFP

The Bank also reserves the right to change any terms and conditions of the RFP and its subsequent addendums as it deems necessary at its sole discretion up to the date of submission of bids.

The Bank reserves the right to extend the dates for submission of responses to this document. Bidder shall have the opportunity to clarify doubts pertaining to the RFP in order to clarify any issues they may have, prior to finalizing their responses.

- i. **Preliminary Scrutiny** – The Bank will scrutinize the offer to determine whether it is complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on the Vendor and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.
- ii. **Clarification of Offer** – To assist in the scrutiny, evaluation and comparison of offer, the Bank may, at its discretion, ask the Vendor for clarification of their offer. The Bank has the right to disqualify the Vendor whose clarification is found not suitable to the proposed project. The Bank reserves the right to make any changes in the terms and conditions of RFP. The Bank will not be obliged to meet and have discussions with any Vendor, and / or to listen to any representations.
- iii. **Erasures or Alterations** – The offer containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure / manual" is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.
- iv. **Pricing** – It is absolutely essential for the Vendor to quote the lowest price at the time of making the offer in its own interest. In the event of Bank not satisfied with the Price

Discovery in this process, bank reserves the right to initiate the tendering process again through Limited or Open tender.

15 Right to Alter Quantities

The Bank reserves the right to alter the requirements specified in the tender. The Bank also reserves the right to delete or increase one or more items from the list of items specified in the tender. The bank will inform the Vendor about changes, if any. In the event of any alteration in the quantities the price quoted by the vendor against the item would be considered for such alteration. The vendor agrees that the prices quoted for each line item & component is valid for period of contract and can be used by Bank for alteration in quantities. Vendor agrees that there can be 35% on the quantities that can be altered under this contract. During the contract period the vendor agrees to pass on the benefit of reduction in pricing for any additional items to be procured by the Bank in the event the market prices / rate offered by the vendor are lower than what has been quoted by the vendor as the part of commercial offer. Any price benefit in the products, licenses, software, services & equipment should be passed on to the Bank within the contract period.

16 INFORMATION OWNERSHIP

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

17 PUBLICITY

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

18 INSPECTION OF RECORDS

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

19 COMPLIANCE WITH LAWS

- i. Compliance with all applicable laws: The bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and

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

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

20 RESOLUTION OF DISPUTES

- i. All disputes and differences of any kind whatsoever arising out of or in connection with the Purchase Order shall be referred to arbitration. The arbitrator may be appointed by both the parties or in case of disagreement each party may appoint an arbitrator and such arbitrators shall appoint an Umpire before entering on the reference. The decision of the Umpire shall be final. Such arbitration to be governed by the provisions of Indian Arbitration and Conciliation Act, 1996.
- ii. Notwithstanding anything contained herein above, in case of any dispute, claim and legal action arising out of this RFP, the parties shall be subject to the jurisdiction of courts at Kadapa, Andhra Pradesh, India only.

21 ASSIGNMENT

Bank may assign the hardware, software and other equipments (including electrical and civil) provided therein by the bidder in whole or as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. The Bank shall have the right to assign such portion of the AMC services to any of the sub-contractors or 3rd party, at its sole option, upon the occurrence of the following: (i) bidder refuses to perform; (ii) bidder is unable to perform; (iii) termination of the contract with the bidder for any reason whatsoever; (iv) expiry of the contract. Such right shall be without prejudice to the rights and remedies, which the Bank may have against the bidder. The bidder shall ensure that the said subcontractors or 3rd party shall agree to provide such services to the Bank at no less favorable terms than that provided by the bidder and shall include appropriate wordings to this effect in the agreement entered into by the bidder with such sub-contractors. The assignment envisaged in this scenario is only in certain extreme events such as refusal or inability of the bidder to perform or termination/expiry of the contract.

22 OWNERSHIP, GRANT AND DELIVERY

- i. The Bidder shall procure and provide a non-exclusive, non-transferable, perpetual license to the Bank for all the software to be provided as a part of this project. The use of software by bidders on behalf of the Bank would be considered as use thereof by the Bank and the software should be assignable / transferable to any successor entity of the Bank.

- ii. The bank reserves the right to use the excess capacity equipments supplied by the bidder for any internal use of the Bank or its affiliates, subsidiaries or Regional Rural bank at no additional cost other than the prices mentioned in the commercial bid. The bidder agrees that they do not have any reservations on such use and will not have any claim whatsoever against such use of the hardware, licenses and other equipments. Further the bidder also agrees that such use will not infringe or violate any license or other requirements.

23 PRIVACY & SECURITY SAFEGUARDS

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

24 GUARANTEES

Bidder should guarantee that the software and allied components used to service the Bank are licensed and legal. All hardware, related software and other equipments must be supplied with their original and complete printed documentation

25 CONTRACT RE-NEGOTIATION

- i. The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the bidder at more favorable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality.
- ii. The Bank shall have the option of purchasing the equipment from third-party suppliers, in case such equipment is available at a lower price and the bidder's offer does not match such lower price. Notwithstanding the foregoing, the bidder shall continue to have the same obligations as contained in this RFP in relation to such equipment procured from third-party suppliers.
- iii. As aforesaid the Bank would procure the equipment from the third party only in the event that the equipment was available at more favorable terms in the industry, and secondly, The Equipment procured here from third parties is functionally similar, so that the bidder can maintain such equipment. The modalities under this right to re-negotiate /re-procure shall be finalized at the time of contract finalization.

26 CORRUPT AND FRAUDULENT PRACTICES

- i. As per Central Vigilance Commission (CVC) directives, it is required that bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:
- ii. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution AND

- iii. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after offer submission) designed to establish offer prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- iv. The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

27 WAIVER

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

28 VIOLATION OF TERMS

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

29 NON-DISCLOSURE INFORMATION:

The Selected Bidder shall not, without the Bank's prior written consent, disclose any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Bidder in the performance of the work assigned to them. The Selected Bidder shall be required to sign a Non-Disclosure Agreement with the Bank as per the prescribed format provided in Annexure – Q.

30 NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER/BID

BANK shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. BANK has the right to re-issue tender/bid. BANK reserves the right to make any changes in the terms and conditions of RFP that will be informed to all bidders. BANK will not be obliged to meet and have discussions with any bidder, and/or to listen to any

representations once their offer/bid is rejected. Any decision of BANK in this regard shall be final, conclusive and binding upon the bidder.

31 SIGNING OF THE BID

The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by the duly authorized officers and supported by internal corporate authorizations.

32 COSTS OF PREPARATION & SUBMISSION OF BID

The bidder shall bear all costs for the preparation and submission of the bid. BANK shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.

33 CONFIDENTIALITY OF THE BID DOCUMENT

The bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and confidential.

34 The Supplier shall buy back the system from the Purchaser/Bank at a depreciated cost in the event of Model/System supplied by the Supplier being replaced by a more advanced system. The details of such buy back can be arrived at, on mutually agreed terms at the time of buy back. The Purchaser/Bank reserves the right to go for buy back or otherwise.

35 The Micro ATMs must be able to operate efficiently in environments upto 55 degrees.

36 DISCLAIMER:

This RFP is not an offer by Andhra Pragathi Grameena Bank, but an invitation to receive response from Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal Contract is signed and executed by duly Authorised officers of Andhra Pragathi Grameena Bank with the Bidder.

ANNEXURE - B
BID FORM

Ref No.....

Place:

Date:../../2018

The General Manager
Andhra Pragathi Grameena Bank,
Head Office, II Floor,
Department of Information Technology,
Beside Mariyapuram Church, Akkayapalle,
KADAPA-516 003

Dear Sir,

Having examined the Request for Proposal (RFP): Ref: 15/HO:DIT/MICRO ATMS/2018 dated 23/10/2018 , the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, deliver and install the items mentioned in the schedule of requirements for your Branches/ Offices in conformity with the said RFP at the prices to be offered during the Reverse Auction process and is made part of this Bid.

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

If our bid is accepted, we will obtain the guarantee of a Bank in a sum equivalent to 10% of the Contract Value for 39 months for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this bid for a period of 270 days from the last date of submission of Bid and shall remain binding upon us and may be accepted at any time before the expiration of that period.

We further confirm that,

- 1 In case we offer system and/ or other software manufactured by another company, such software operates effectively on the system offered by us and we are willing to accept responsibility for its successful operations.
- 2 That similar or compatible hardware will be made available in the Purchaser's site to provide adequate emergency processing arrangements; and
- 3 Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your Notification of Award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

RFP 15/HO:DIT/Micro ATMs/2018 dated 23/10/2018

Commissions or gratuities, if any paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name & address of agent Amount & currency Purpose of commission or gratuity

(If none, state none)

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

Dated this..... Day of 2018

(Signature)

(In the capacity of) Duly authorised to sign bid for & on behalf of

(Name & Address of the Bidder)

ANNEXURE - C
BID SECURITY FORM

Whereas _____ (herein after called “the Bidder”) has submitted its Bid dated ____ 2018 for the supply of _____ (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE _____ having our Registered Office at _____ (hereinafter called “the Bank”) are bound unto Andhra Pragathi Grameena Bank, II Floor, Department of Information Technology Head Office, , Beside Mariyapuram Church, Akkayapalle, KADAPA-516 003 (hereinafter called “the Purchaser”) in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Affixed with the Seal of the said Bank this ____ day of _____ 2018.

THE CONDITIONS of this obligation are:

- 1 If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
- 2 Bidder fails to participate and quote price in Online Sealed bids or fails to login in Reverse Auction Process or
- 3 If the Bidder fails to participate in Online Sealed bids to quote initial price and fails to login in Reverse Auction Process, or
- 4 If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity:
 - a) Fails or refuses to execute the Contract Form if required; or
 - b) Fails to submit on-line sealed Bids or fails to log in for Reverse-Auction or
 - c) Fails or refuses to furnish the Performance Security, in accordance with the terms of the Bid; or
 - d) Fails to supply the goods within the stipulated period. or
 - e) Fails to accept the purchase order or
 - f) Fails to comply with any terms and conditions of RFP or Purchase Order.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or more conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including -----, 2018, and any demand in respect thereof should reach the Bank not later than the above date.

(Signature and Seal of Bank)

ANNEXURE-D

(Undertaking letter for Authenticity of MicroATMs)

Sub: Supply of MicroATMs:

Ref: 15/HO:DIT/MICRO ATMS/2018 dated 23/10/2018

With reference to the RFP for MicroATMs being quoted to you vide Bid documents dated_____, we hereby undertake that all the components/parts/assembly/software's used in the Solution shall be original new components /parts/assembly/software only from respective OEMs of the products and that no refurbished/duplicate/secondhand components/parts/assembly/software are being used or shall be used.

We hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/ installation, if required. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

The Software or Hardware to be provided as part of this RFP shall undergo through various level of security testing and shall be made secure enough to use in the banks network. We also undertake to certify and provide a reasonable level of assurance about the application being supplied is free of malware at the time of sale, free of any obvious bugs, and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done). **We are enclosing evidence for the same.**

In case of default and we are unable to comply with the above at the time of delivery or during installation, for the IT Hardware/Software already billed, we agree to take back the MicroATMs without demur, if already supplied and return the money if any paid to us by you in this regard.

We (Micro-ATM_OEM name) also take full responsibility of both parts and service SLA as per the content even if there is any defect by our authorized service centre/Reseller/SI etc.

Authorized Signatory (Not less than Company Secretary of the Organization)

Signature:

Name and designation:

Office Seal

ANNEXURE – E
MANUFACTURERS AUTHORISATION FORM

No.

Dated: / /2018

The General Manager
Andhra Pragathi Grameena Bank,
Head Office, II Floor,
Department of Information Technology,
Beside Mariyapuram Church, Akkayapalle,
KADAPA-516 003
Dear Sir,

Sub: RFP 15/HO:DIT/MICRO ATMS/2018 dated 23/10/2018.

We who are established and reputable manufacturers of Micro ATMs having manufacturing facility at and do hereby authorize M/s. (Name and Address of Agents) to submit a bid, and sign the contract with you for the goods manufactured by us against the above RFP.

We hereby extend our full onsite guarantee and onsite warranty as per Clauses of Contract for the goods and services offered for supply by the above organization against this RFP and ensure availability of spares including processors during contract period of Six years. We confirm that all the equipment offered are not at 'End of Life' during the next one year and 'End of Support' for a minimum of 6 years.

Yours faithfully,

(NAME)
(Name of manufacturers)

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

ANNEXURE-F
LETTER OF AUTHORISATION TO BID

The General Manager
Andhra Pragathi Grameena Bank,
Head Office, II Floor,
Department of Information Technology,
Beside Mariyapuram Church, Akkayapalle,
KADAPA-516 003

Dear Sir,

SUB: Authorization Letter for submitting bid documents.

REF: Your RFP 15/HO:DIT/MICRO ATMS/2018 dated 23/10/2018.

This has reference to your above RFP for Supply, Installation, Commissioning and Maintenance of with Six years Contract Period, Mr/Mrs/Miss _____ is hereby authorised to submit the bid documents, to submit on-line-sealed bid, to participate in reverse auction and to sign the contract on behalf of our organisation for all the systems/ goods required by the bank as called for vide the bank's request for proposal vide RFP 15/HO:DIT/MICRO ATMS/2018 dated 23/10/2018 on _____ on behalf of our organization. We confirm that the person so authorised above has digital signatures **(with encryption feature) issued in the name of company** and confirm that all the prices quoted in on-line-sealed bid or in reverse auction by him shall be binding on us. He/ She is also authorised to take decisions on behalf of the company till RFP process is completed.

Certified Xerox copy of Power of Attorney (P/A) of the person authorising such person is duly submitted.

We hereby extend our full guarantee and warranty as per Clauses of Contract for the goods and services offered for supply by the above firm against this RFP.

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Name of Authorizing Authority (Certified Xerox copy of P/A of authorised Signatory/authority is to be submitted)

- Note:
1. This letter of authority should be on the letterhead of the principal on whose behalf the proposal is submitted and should be signed by a person competent and having the power of attorney to bind the principal. It should be included by the Bidder in its bid.
 2. The details of Digital Signatures are as below:

Sl. No.	Name of the Person Email Address & Contact No.	Digital Signature Number	Certifying Agency	Valid up to

ANNEXURE –G
SERVICE SUPPORT FORM

Bidders Office details. (For single point contact from Head Office for any issues on delivery ,service support etc)	Contact person, Designation, Mobile	Address
<u>1</u>		
<u>2</u>		

No.	Description of goods	Nearest Service Center						List of Model of items serviced in last two years	Accessibility time from nearest service center to destination of goods
		Address , Phone and Telex/Fax Nos.	Status of office working days & Hours	No. of S/W Engineers	No. of H/W Engineers	No. of Adm staff	Value of Minimum Stock of spares available at all time		

ANNEXURE – H
(TERMS AND CONDITIONS COMPLIANCE TABLE)

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

Table I:

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

Table II:

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

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

Signature of the bidder with designation
Company Seal

ANNEXURE – I :
TECHNICAL SPECIFICATIONS FOR MICRO ATMS

Project Scope

Bank will award the contract to the successful vendor and the vendor should deliver the product with the following scope

1. Supply, Installation, Configuration and Maintenance of Micro ATM machines as per technical specifications.
2. Micro ATM machines should be provided along with required devices related to the same.
3. Vendor has to ensure that the Micro ATM machines, application software functionalities and any other components, equipment, peripherals involved in implementation of the RuPay debit card based transactions and Aadhaar based transactions meet the current guidelines & or standards issued by IDRBT, UIDAI, RBI, IBA, Government authorities (if any) and should continue to comply with any amendments/changes made to these standards by the above referred authorities, without any additional cost to the Bank.
4. Vendor to ensure that the Micro ATM machines should be compatible with the FI gateway of TCS and ATM switch of Bank and get certified from approved vendor at their own cost.
5. Vendor need to ensure the Micro ATM machines are compatible with the TCS FI gateway/ software version presently being used by bank and should smoothly integrate / implement with existing application at their own cost.
- 6. Vendor has to ensure that the standard of Micro ATM machines should be IBA Micro ATM standard 1.5.1 or higher.**
7. Vendor has to provide necessary SDK software technical details related to Micro ATM machine. Vendor is responsible for any customization required in the application wherever by TCS or other authorized vendors involved in the project.
8. Vendor has to provide key injection tool.
9. Vendor will bring in all the required technology and infrastructure, including software, personnel, technical services; maintenance, provide training and operational support for the end-to-end infrastructure supporting the bank.
10. Technology standards will have to meet specific minimum requirements of State Government, GOI, recommendations of RBI etc, if any.
11. Vendor shall abide by the checks and controls specified by the Bank.
12. Vendor shall assist the Bank in identifying potential risks in the devices, remedy of any of the identified risks, develop strategies to measure, monitor and mitigate those risks and implement new controls.
13. Vendor shall cooperate with the Bank's internal audit teams and third-party external auditors for conducting periodical audit and shall also assist in strengthening of processes by attending to audit points.
14. In addition to security features deployed in the technology, vendor's operational

procedures should ensure protection of the bank from business risk (from system error, human error, negligence and mismanagement) and fraud risk (loss to earnings or capital due to intentional deception by employees, customers, agents, external entities, etc).

15. Vendor will take due care of the support infrastructure so as not to cause disruptions to services to the customers. The vendor should either repair defective Micro ATM machines or any part or replace within 48 hours from the day he receives such Micro ATM machine. The vendor has to maintain a buffer stock of 5% of the total purchased Micro ATM machine free of cost at bank's head office / Regional Office so that replacement of the defective Micro ATM machines can be done immediately to meet the emergent requirements in the field and to continue the bank's business.
16. Vendor has to build support centers at each our Regional Office level locations with necessary support infrastructure for maintenance of Micro ATM machines.
17. Vendor will be required provide "police verification report" for all the resources that have been deployed on the project.
18. Selected vendor will be responsible for managing the actions and activities of its personnel or the personnel of its subcontractors, etc involved in the project and will be accountable for all the personnel deployed/engaged in the project.
19. Vendor will be responsible to deliver Micro ATM machines to the locations specified by the Bank. Bank will not bear the cost of delivery of Micro ATM machines and other components.
20. Orders will be placed by Head Office as per bank's requirements and vendor has to complete the order in the stipulated time frame.
21. All the related activities related to maintenance of the Micro ATM machines will be done by selected vendor.
22. All the Micro ATM machines or any other part lost during transport, having technical or manufacturing defect will be replaced free of cost.
23. The pre-configuration testing of Micro ATM machine has to be done at the Head Office of Andhra Pragathi Grameena Bank or any other place as specified by the Bank with the TCS team and bank's ATM switch team.
24. For Micro ATM machines and its system software the vendor has to manage the relevant patches.
25. Additionally the vendor has to provide the system software patches to TCS FI gateway server so that the same can be pushed to the Micro ATM machines connected to FI gateway server.
26. Vendor needs to conform the guidelines of Andhra Pragathi Grameena Bank, NABARD, Reserve Bank of India, UIDAI, IBA, NPCI, State and Central Governments, legal provisions etc. if any issued from time to time.
27. The vendor also has to provide the adequate number of connectors/convector and

extension cables for the devices.

28. In the event of exit of the Vendor from the project, all the records & confidential information as would be required by the bank shall be handed over to the bank in form (as prescribed by the Bank at the time of exit)

29. **Technical Scoring Sheet:** Technical Criteria Compliance for Supply, Installation, configuration and maintenance of Micro ATM Machines as per following table. (For readily available each Specification / feature of Micro ATMs Device be allotted 1 mark otherwise no marks shall be allotted)

A. **Hardware Specifications for Micro ATM machines** (Micro ATMs may be all-in-one integrated devices, POS with accessories)

Component	Required Specifications / Features	Complied (Y / N)	Remarks
Processor	ARM 9 / ARM 7		
Memory	32 MB RAM / 128 Flash		
Connectivity	Wireless : GPRS / 3G /4G		
	Wired : Micro USB type A/B (Host & Slave)		
	SIM: 1+2 nd Optional		
Security	2048-bit PKI, 256-bit AES, Base64, SHA-256 for full compliance with Aadhaar Authentication API specifications.		
Non-volatile storage	Must be capable of storing audit trails of at least 1000 transactions.		
Display	Transmissive TFT-LED Colour and must be capable of displaying last 10 transactions without scrolling horizontally Each transaction must display at least the date, type, and amount.		
Keyboard	Backlist operational keys 15		
	Navigation keys 4 capacitive		
Terminal Printer	Speed in lines/second 30l/s		
	Paper roll cage 40mm		
	Must be able to print out transaction Status and a mini-statement of at least the last 10 transactions. Receipts and other printed items must be legible for at least two months from the date of printing.		
Battery	Li-Ion upto 2200mAh and rechargeable with minimum 4 hours battery life.		
Power Supply	Terminal base 5V 1A and AC/DC power Adaptor with surge protection.		
Environment	Operating temp: 0°C to 50°C. Storage not including battery: 0°C to 55°C.		
Speaker	A facility should be provided for voice confirmation of the transaction.		

Location	The terminal should have the capability to communicate its location (Industry standard 16 channel NMEA Compliant GPS support or Cell Tower Location or any other dynamic method for approximate Lat-Long location).		
QR code Reader (Optional)	Ability to read QR code from the Aadhaar letter of size 21mm x21mm, 600 DPI and Error correction code level M(Medium)		
EMV capability (Mandatory)	EMV Level 1 and Level 2 certification as per specifications mentioned below		
NFC reader (Optional)	Contactless smart card readers compliant to ISO 14443 A and B cards (for all four types of NFC tags) and ISO/IEC 18092.		

B. Biometric scanner specifications (All Micro ATM devices should use the STQC certified Scanner + Extractor to meet the technical specifications as defined by UIDAI. Certified devices should carry the Aadhaar logo on the device. The use of the Aadhaar logo should be in accordance with the guidelines issued by UIDAI). Devices should be registered device compliant.

Component	Required Specifications / Features	Complied (Y / N)	Remarks
Minimum Platen Area	Optical / multispectral /capacitance technology		
	1. If platen area is 15.24 mm x 20.32 mm or more:		
	1.1 Provisional certificate would be issued without any field testing;		
	1.2 Final certification would be subject to sensor-extractor meeting <2%FRR in Aadhaar authentication system (at FAR of 0.01%) for which detailed guidelines will be published by STQC.		
	2. If platen area is 12.8 mm x 16.5 mm or more but less than 15.24 mm x20.32 mm, certification would be subject to sensor-extractor meeting <2% FRR in Aadhaar authentication system (at FAR of 0.01%) for which detailed guidelines will be published by STQC.		
	Any other Technologies		
	3. <2% FRR in Aadhaar authentication set up (at FAR of 0.01%) would need to be demonstrated. Detailed guidelines and other requirements specific to the technology will published separately by STQC.		

Image quality	Must be listed on “IAFIS Certified Product List” posted on https://www.fbibiospecs.org/IAFIS/Default.aspx under “PIV Single Finger Capture Devices” or Lab Test conformance report showing compliance to ISO 19794-4 or any other equivalent conformance report (to be approved for equivalence by expert committee appointed by Competent Authority)		
Extractor Quality	MINEX compliance		
	Number of Minutiae generated by extractor to be in conformance to ISO Specification. Tested for at least 12 Minutiae points generated under test conditions.		
NFIQ Quality Software	Inbuilt NFIQ quality software either at device level or extractor level.		
Resolution	Minimum 500 DPI with 5% margin on the lower side		
Grey scale/ Image type	8 bit, 256 levels		
Extractor & Image Template Standard	ISO 19794-2 for fingerprint minutiae template and ISO 19794-4 for Fingerprint Image Template and ISO 19794-4 for finger print image template.		
Latent detection	Preferable		
Platen	Rugged, minimum IP 54 rating preferable Prefer scratch resistant features		
Preferred Operating Temperature	0 to 45 degree Centigrade.		
Preferred Storage Temperature	0 to 50 degree Centigrade		
Preferred Humidity	10- 90% HR		
ESD	>= 8Kv		
Environment , health and safety	ROHS certification		
Safety	UL or IEC60950 compliance		
EMC compliance	FCC class A or equivalent		
Operating system environment	Vendor needs to declare the compatible operating system		

Connectivity	Standard USB connectivity for PC based application.		
	Connectivity for POS devices.		

C. Magstripe reader and integrated PIN pad specifications

Component	Required Specifications / Features	Complied (Y / N)	Remarks
Magstripe reader	ISO triple track 1/2/3, bi-directional, high- coercivity		
Security	1. 3DES encryption		
	2. TMK/TPK support with all keys remote download capability		
	3. UKPT/DUKPT capability		
PCI-PED for POS version 2 and above	PCI (Payment Card Industry) PED (Pin Entry Device) for POS fully integrated with the device.		

D. Micro ATM machines should be delivered with Case bag with necessary literature and technical specifications.

E. Connectivity and Integration Specifications

Sr. No	Specification	Compliance (Yes/No)	Remarks
1	The Micro ATMs offered by the vendor should be the best suited for integrating with the implemented Bank's Financial Inclusion (FI) Gateway or Bank ATM Switch		
2	The Micro ATM devices offered / supplied should have maximum compatibility with the Bank's existing FI-gateway / ATM Switch core-banking system i.e. B@ncs24. In a way, the messaging protocols and transaction + settlement mechanism of the supplied Micro ATM be based on processes in use in the Bank for on-us & off-us transactions.		
3	The Micro ATM devices supplied should support & capable of processing both		

	On-us and off-us transactions of the Bank in case of AEPS and Rupay card based transactions - On-us transactions be processed internally as within the Bank. - Off-us transactions be routed through multi-layer gateway / switches for payment & settlement.		
4	The basic hardware used in the Micro ATM be standardize to ensure capability of capturing biometrics Card details and finger prints of customers / Card holders and transmitting the same for de-duplication - check storing on the Bank's central FI - Gateway / ATM switch using secured network connectivity already available in the branches and the client registration software which is installed in the branches by the Bank's approved TSP (technical Service Provider) according to bank's specification confirming to the standards & specifications of IDRBT / IBA / UIDAI / RBI. The Micro ATM have to interface with FI gateway of Bank.		
5	The Micro ATM devices must be fully compliant on the Secure Biometric Scanner as per defined Standards issued by IBA / IDRBT / UIDAI / RBI / GOI etc. and be compatible and easily integrable with the Bank's FI Gateway solution implemented (with USB port / based connectivity to PC). A live demo / POC in the Bank to be executed by the Bidder during technical evaluation for a successful certification & implementation.		
6	The Micro ATM must be fully compliant with extant standards & STQC & Registered Devices & other certifications of UIDAI and should be robust enough to confirm & upgrade to the changes mandated by UIDAI from time to time.		

7	The Micro ATM must be fully compliant with extant Micro ATM standards 1.5.1 with certifications of IBA / IDBRT/UIDAI & RBI and should be robust enough to confirm and upgrade to the changes mandated by IBA / UIDAI/ IDRBT & RBI from time to time.		
8	The Micro ATM devices should be attached / ported with a magnetic stripe swiping Card reader of Standard track1-track2 for the purpose of providing basic banking services for the concerned Customer who will desire to operate on this Micro ATM with his / her Debit / Credit Card / RuPay Card/ Visa - Master Card etc.		
9	The machines should be flexible enough to handle the changes in the Micro ATM / Magnetic stripe card-reader standards mandated by RBI / IDRBT / IBA / UIDAI / GOI, etc. and other standards in future course of implementation.		
10	The machines must be brand new and manufactured as per the latest technology.		
11	The machines should be robust, capable of sustained operations and have seamless integration of different modules each for biometric scanning / reading, reading of Customer Magnetic stripe Card details etc.		
12	The operating system of the machines must be compatible with the associated processing software in the Bank's FI Gateway under Financial Inclusion Solution implemented.		
13	The Micro ATM must be attached with a micro-printer to generate Print-out receipts of each successful, non - successful / failure transaction with full details, and mini statement for last 5/10		

	transactions confirming Bank norms /guidelines issued from time to time. Consumables if any to be provided by the Bidder to the Bank.		
14	The Bidder should quote for and supply the required number of Micro ATMs and the associated software. Bank will have the option to provide the interface of its FI-Gateway.		
15	The rejection rate of reading / matching biometric of customers / Aadhaar holder should not exceed 5% Micro ATM, front end solution and integration with FI Gateway are to be provided by the supplier. All these three factors contribute for success or rejections of Biometric.		
16	The machine should have user interface with the peripherals and Bank's FI – Gateway / Computer / Server through Bank's secured LAN / WAN.		
17	The machines should have minimum 1 USB – port for easy uploading of Bank's FI applications / software in case of need.		
18	The Micro ATM offered / supplied should seamlessly interface with the existing Bank's FI-Gateway / Bank ATM Switch solutions.		
19	The Micro ATM offered / supplied by the bidder should have 2 Smartcard reader slots inbuilt & integrated for reading & authentication via Smartcards of Customer of the Bank		
20	The power supply to Micro ATM should be of Indian Standards. The battery / charger used in the offered / supplied Micro ATM should be inbuilt & of Indian Standard with maximum power back time while during operation & standby with scheduled warning / sound beeps		

	enabled for recharging		
21	The Bidder to provide entire operational and date – sheet specification manuals.		
22	Micro ATM's should have PCI DSS compliant PIN PAD to perform PIN based transaction with RuPay card.		
23	Micro ATM should have capability to port application to standard perform basic Banking services (eKYC account opening, Withdrawal, Deposit, Fund Transfer, Balance enquiry & mini statements) Rupay, AEPS and e-KYC services		

Annexure-J

I. TURNOVER AND P&L DETAILS: *(Bidders have to submit Xerox copies of audited balance sheet/P& L).*

FY	Turnover	(Amount in Rs.)
		Profit and Loss
2015-16		
2016-17		
2017-18		

II. HARDWARE DELIVERED DETAILS: *(Bidders have to submit Xerox copies of POs as support documents for each item).*

Details of MICRO ATMS supplied to meet eligibility criteria:

<u>Srl.No</u>	PO No and date	Order placed by (Bank/FI Name)	Qty	Cumulative total

III. CLARIFICATIONS REQUIRED in RFP TERMS: (It is to be submitted in word document)

Srl. No	Clause No/ Pg No	RFP Term	Bidders Request for following Clarifications and amendments
1			
2			
3			

ANNEXURE - K
RULES FOR REVERSE AUCTION

Sl.	Particulars	Details
1.	BUYER NAME	Andhra Pragathi Grameena Bank Head Office –DIT, II Floor, Beside Mariyapuram Church, Akkayapalle, Kadapa – 516003
2.	AUCTION TO BE CONDUCTED BY (SERVICE PROVIDER)	Ahmedabad Address: Name: M/s e Procurement Technologies Ltd. A-201, Wall Street – 2, Ellisbridge, Ahmedabad – 380 006 Phone: 079 40230816/41072518 / 517 / 519 / 520 / 521 Fax: 079 40016876 Contact Persons : Mr.Shivam Shewramani
3.	WEBSITE ADDRESS FOR REVERSE AUCTION DATE OF AUCTION	https://syndicatebank.abcprocure.com Auction Date : Will be Intimated Online Initial Sealed Bid Time: Will be Intimated Online Reverse Auction Time: Will be Intimated (With extension as applicable)
4.	DOCUMENTS ATTACHED	Rules and Terms & Conditions of Reverse Auction: Compliance Statement (Annexure K - 1) Price Bid Confirmation (Annexure K - 2) to be submitted by L1 Bidder

Online Sealed Bid:

Bank desires to make use of e-procurement process for procurement of computer related items etc.

Online sealed bid is to be conducted from the Technically responsive bidders to get the indicative price to the Bank during the online sealed as per price schedule of RFP. Participating bidders should have a valid digital certificate to participate in Online sealed bid. Basing on the quotes and also market enquiries on the products, start price will be fixed for conducting the Reverse Auction. Decremental value and its multiples are also fixed.

Online Reverse Auction

Bank desires to make use of Online Reverse Auction for various procurement processes at its Head Office to get the most competitive price from the participating technically qualified suppliers/ vendors.

Reverse Auction event will be carried out among the Technically Qualified Bidders, for providing opportunity to the Bidders to quote the price dynamically for the procurement for which RFP is floated.

PROCESS OF REVERSE AUCTION:

- a) Bank will engage the services of a Service provider for conducting Online Reverse Auction on behalf of the Bank.
- b) The Bank shall enter into a separate agreement with the Service Provider clearly detailing the roles and responsibilities of the Service Provider who hosts the web portal and conducts the Reverse Auction.
- c) For the proposed reverse auction, technically qualified Bidders having a valid digital certificate with encryption feature alone shall be eligible to participate.
- d) Rules like event date and time, start price, bid decrement, extensions etc., will be communicated for compliance by the Bidder.
- e) For creating necessary obligations and rights, the Service Provider will also enter into an agreement with each Bidder for this purpose.
- f) The Service Provider will provide all necessary training and assistance before commencement of online bidding on Internet. Service Provider / auctioneer is responsible for conducting training to all technically qualified Bidders participating in the reverse auction and bidding process. Bidder may contact the Service Provider in this regard.
- g) Wherever it is considered necessary and asked by the Bidders or as decided by the auctioneer or by Bank, a mock auction may also be conducted for the benefit of all concerned.
- h) Each Bidder shall participate in the training/ mock auction at his / their own cost.
- i) Bidder / Authorised representatives of the Bidders named in the authorization letter given by the Bidder shall be given with a unique user name, password by the Service Provider / auctioneer. Each Bidder / Authorised representatives shall change the password after receipt of initial password from Service Provider.
- j) Reverse auction will be conducted on scheduled date & time and the same shall be communicated in advance.
- k) Bidders have to submit the compliance form in the prescribed format, if any, provided by Service Provider before start of Reverse Auction. Without this the Bidder will not be eligible to participate in the event.
- l) *Bidder is required to give their indicative price to the Bank during the online sealed bid before conducting reverse auction. Timings of the online sealed bid will be intimated by the Bank in advance to the technically responsive bidders.*
- m) Start price for the Reverse Auction will be notified by the Bank.

- n) All the bids made from the Log-in ID given to Bidder will be deemed to have been made by the Bidder to whom Log-in ID and password were assigned by the Service Provider / auctioneer.
- o) Any bid once made through registered Log-in ID / password by the Bidder cannot be cancelled. The Bidder, in other words, is bound to supply the items as per the RFP at the bid price offered during the Reverse Auction.
- p) Every successive bid by the Bidder being decremental bidding shall replace the earlier bid automatically and the final bid as per the time and Log-in ID shall prevail over the earlier bids.
- q) The Bank shall conduct the reverse auction as per the Standard English reverse auction, that is, no two bids can have identical price from two different Bidders. In other words, there shall never be a "Tie" in bids.
- r) The minimum time limit for Online Reverse Auction is 1 hour only.
- s) At the end of reverse auction event, the lowest Bidder value will be known on the network.
- t) The lowest Bidder (L1) has to fax the duly signed filled-in prescribed format along with break-up as provided on case-to-case basis to the Bank within 24 hours of auction without fail.
- u) Any variation between the Online Bid value and the signed document will be liable for rejection of the Bid, forfeiture of the Bid Security etc., and the Bidder may be disqualified to conduct business with the Bank in future.
- v) The reverse auction will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.
- w) The Service Provider at the end of each Reverse Auction shall provide the Bank with all details of the bids and reports of Reverse Auction.
- x) Bank's decision on award of Contract shall be final and binding on all the Bidders.

Rules and Terms & Conditions of Reverse Auction

Online Reverse Auctions are carried out under the framework of a set of rules.

Following are the 'Rules and Terms & Conditions' of Online Reverse Auction:

1. Definitions :

"Bank" means Andhra Pragathi Grameena Bank

"Service Provider" means the third party agency / company who have been selected by the Bank for conducting Reverse Auction.

"Bidder" means the party or his authorised representative who has participated in the RFP / Tender Process, Technically qualified, having valid Digital Certificate, and willing to comply with all the instructions and terms & conditions of RFP.

"L1" means the Bidder who has quoted lowest price in the Reverse Auction process.

"L2" means the Bidder who has quoted second lowest price in the Reverse Auction process.

2. Eligibility of Bidders to participate in Reverse Auction:
 - 2.1. Bidders who are technically qualified in terms of the relative Terms & Conditions of the RFP and accept the Rules and Terms & conditions of Reversion Auction and submit the undertaking as per the prescribed format in Annexure – K -1 can only participate in Reverse Auction related to the procurement for which RFP is floated.
 - 2.2. Bidders not submitting the above undertaking or submitting the same with deviations / amendments thereto will be disqualified from further evaluation / participation in the process of relevant procurement.
 - 2.3. Bidders should ensure that they have valid digital certificate well in advance to participate in the Reverse Auction. Bank and / or Service Provider will not be responsible in case Bidder could not participate in Reverse Auction due to non-availability of valid digital certificate.
 - 2.4. Bidders participating in Reverse Auction shall submit the following duly signed by the same Competent Authority who signs the offer documents in response to the RFP floated by Bank.
 - 2.4.1. Undertaking letter for acceptance of Rules for Online Reverse Auction and Letter of Authority authorizing the name/s of official/s to take part in Reverse Auction as per the format Annexure - K -1 (Compliance Statement)
 - 2.4.2. Agreement between Service Provider and Bidder. This format will be given by the service provider prior to announcement of Reverse Auction.
3. Training:
 - 3.1. The Service Provider shall impart training on the Reverse Auction to representatives of all eligible Bidders for participation in Reverse Auction.
 - 3.2. All rules & procedure related to Reverse Auction will be explained during the training.
 - 3.3. The Bank/ Service Provider may also conduct a “Mock Reverse Auction” to familiarise the vendor/s with Reverse Auction process.
 - 3.4. Date, Time, Venue etc. of training will be advised at appropriate time.
 - 3.5. Eligible Bidder / his authorized nominee has to attend the training as per the schedule and at the specified venue at his / Bidder’s own cost.
 - 3.6. No request from the Bidders for change in training schedule and/ or venue will be entertained.
 - 3.7. However, Bank reserves the right to postpone / change / cancel the training schedule for whatsoever reasons without assigning any reasons thereof, even after its communication to eligible Bidders.
 - 3.8. Any Bidder not participating in the training process will do so at his own risk and it shall not be open for him to make any complaint / grievance later.

4. Reverse Auction Schedule:

- 4.1. The date & time of commencement of Reverse Auction and its duration of time shall be communicated to the technically responsive Bidders prior to the Reverse Auction date.
- 4.2. Bank reserves the right to postpone / change / cancel the Reverse Auction event even after its communication to Bidders without assigning any reasons thereof.
- 4.3. Reverse Auction will normally be for a period of one hour. If a Bidder places a bid price in last 10 minutes of closing of the Reverse auction, the auction period shall get extended automatically for another 10 minutes. In case there is no bid price in the last 10 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension.
- 4.4. The time period of Reverse Auction & Maximum number of its extensions & time are subject to change and will be advised to eligible Bidders before the start of the Reverse Auction event.
- 4.5. During English Reverse (no ties) Auction, if no bid is received within the specified time, the Bank, at its discretion, may decide to revise Start price / scrap the reverse auction process / proceed with conventional mode of tendering.

5. Bidding Currency: Bidding will be conducted in Indian Rupees (INR).

6. **Price Schedule:** The Bidder, shall quote the Prices as per the following format

Given below during online sealed Bid and Reverse Auction:

S No	Item Description	Unit price with 3 years warranty (A)	AMC 4th Year (B)	AMC 5th Year (C)	AMC 6th Year (D)	Total unit Cost (E=A+B+C+D)	Quantity F	GRAND TOTAL (G = E*F)
1.	MICRO ATMS	xxx	Xxx	xxx	xxx	xxx	586	
							Grand total	

Notes:

- a. **AMC quoted should not be less than 6% p.a. of unit cost.**
- b. The vendor has to quote the above prices in Indian rupees only, excluding taxes and inclusive of duties.
- c. All bidders have to submit detailed breakup of the quotes as per price schedule, in addition to Annexure-K-2.
- d. L1 status is determined based on 'Reverse Auction.

- e. Applicable Taxes will be payable extra.
- f. The prices quoted should be valid for one year from the date of acceptance of purchase order.
- g. Irrespective of the Bidder's Service Level Agreement with Original manufacturer, at cost or otherwise etc., the Bidder has to strictly adhere to the service support terms & conditions of RFP.
- h. Bank may enter into annual maintenance contract (AMC) with the vendor after completion of free warranty & AMC period of three years at mutually agreed rates between the Bank and the vendor.
- i. The Reverse Auction will be conducted for the '**Grand Total**'

7. Start Price:

7.1 Bidder needs to give their indicative price to the Bank during the ONLINE SEALED BID. Timings of the online sealed bid will be intimated by the Bank in advance.

7.2 Bank shall determine the Start Price for Reverse Auction

- a. On its own and / or
- b. Based on the indicative price band information on Grand Total as per our price schedule received during the ONLINE SEALED BID, or
- c. Bank may determine the start price on the basis of the lowest quote of indicative commercial bids received during ONLINE SEALED BID.

7.3 .The start price of an item in Online reverse auction is open to all.

7.4 The start price of an item in Online reverse auction is open to all the participating bidders. Bidders are required to start bidding after announcement of Start Price and decrement amount. Any bidder can start bidding, in the Online reverse auction, from the start price itself. Please note that the first Online bid that comes in the system during the Online reverse auction can be equal to the auction's start price, or lesser than the auction's start price by one decrement, or lesser than the auction's start price by multiples of decrement. The subsequent bid that comes in to outbid the L1 rate will have to be lesser than the L1 rate by one decrement value or in multiples of the decrement value.

8. Decremental Bid Value:

- 8.1. The bid decrement value will be specified by Bank before the start of Reverse Auction event. It can be a fixed amount or percentage of Start Price or both whichever is higher.
- 8.2. Bidder is required to quote his bid price only at a specified decremented value, which may be informed, to the technically responsive bidders during reverse auction.
- 8.3. Bidder need not quote bid price at immediate next available lower level, but it can be even at 2 / 3 / 4. ...level of next available lower level.
- 8.4. Bid decrement value shall be informed to the technically responsive bidders.

9. Web Portals and Access:

- 9.1. Reverse Auction will be conducted on a specific web portal meant for this purpose with the help of the Service Provider identified by the Bank.
- 9.2. Service Provider will make all necessary arrangement for fair and transparent conduct of Reverse Auction like hosting the web portal, imparting training to

- eligible Bidders etc., and finally conduct of Reverse Auction.
- 9.3. Bidders will be participating in Reverse Auction event from their own office / place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by Bidder themselves.
 - 9.4. In the event of failure of their Internet connectivity (due to any reason whatsoever it may be)
 - 9.4.1. It is the Bidders responsibility/ decision to send fax communication immediately to Service Provider furnishing the bid price, they want to bid Online, with a request to upload the faxed bid price Online so that the service provider will upload that price Online on behalf of the Bidder.
 - 9.4.2. It shall be noted clearly that the concerned Bidder communicating this price to Service Provider has to solely ensure that the fax message is received by Service Provider in a readable / legible form and also the Bidder should simultaneously check up with Service Provider over phone about the clear receipt of the bid price faxed and the service provider has entered the same in the system.
 - 9.4.3. It shall also be clearly understood that the Bidder shall be at liberty to send such fax communications of prices to be uploaded by Service Provider only before the closure of Reverse Auction time and under no circumstances it shall be allowed beyond the closure of Reverse Auction event time.
 - 9.4.4. Such Bidders have to ensure that the Service Provider is given reasonable time by the Bidders, to upload such faxed bid prices online and if such required time is not available at the disposal of Service Provider at the time of receipt of the fax message from the Bidders, Service Provider will not be uploading the bid prices. It is to be noted that neither the Bank nor the Service Provider will be responsible for these unforeseen circumstances.
 - 9.5. In order to ward-off such contingent situation:
 - 9.5.1. Bidders are advised to make all the necessary arrangements / alternatives such as back-up power supply, whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully.
 - 9.5.2. Bidders are requested not to wait till the last moment to quote their bids to avoid any such complex situations.
 - 9.5.3. Failure of power at the premises of Bidders during the Reverse auction cannot be the cause for not participating in the reverse auction.
 - 9.5.4. On account of this the time for the auction cannot be extended and Bank is not responsible for such eventualities.
 - 9.5.5. Bank and / or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of Reverse Auction irrespective of the cause.
 - 9.6. For making the process of Reverse Auction and its result legally binding on the participating Bidders, Service Provider will enter into an agreement with each Bidder, before the start of Reverse Auction event. Without this Bidder will not be eligible to participate in the event.

9.7. Neither Bank nor service provider / auctioneer can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc. (Bank shall, however, entertain any such issues of interruptions, problems with open mind and fair degree of transparency in the process before deciding to stop or extend the auction.)

10. TRANSPARENCY IN BIDS:

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

11. MASKING OF NAMES:

11.1. Bidder will be able to view the following on their screen along with the necessary fields in Reverse Auction:

- i) Opening Price
- ii) Leading / Lowest Bid Price in Auction (only total price)
- iii) Last Bid Price placed by the respective Bidder.

11.2. Names of bidders/ vendors shall be anonymously masked in the Reverse Auction process and vendors will be given suitable dummy names.

11.3. After completion of Reverse Auction, the Service Provider / auctioneer shall submit a report to the Bank with all details of bid and the original names of the bidders as also the L1 bidder with his / their original names.

12. Finalisation of the Successful Bidder:

12.1. At the end of Reverse Auction event Service Provider will provide the Bank all necessary details of the bid prices and reports of Reverse Auction.

12.2. Upon receipt of above information from Service Provider, Bank will evaluate the same and will decide upon the winner i.e. Successful Bidder. Bank's decision on award of Contract shall be final and binding on all the Bidders.

12.3. Successful Bidder has to fax the duly signed filled-in prescribed format (Annexure – K - 2) as provided on case-to-case basis to Bank within 24 hours of Reverse Auction without fail. The Original signed Annexure – K - 2 should reach the Bank within 48 hours of Reverse Auction without fail.

12.4. Any variation between the On-line Reverse Auction bid price and signed document will be considered as sabotaging the tender process and will invite disqualification of Bidder/ vender to conduct business with Bank as per prevailing procedure.

12.5. Successful Bidder has to give break-up of his last/ lowest bid price as per Bill of Material at the end of Reverse Auction event within 24 working hours without fail.

12.6. Successful Bidder is bound to supply at their final bid price of Reverse Auction. In case of back out or fail to supply as per the rates quoted, Bank will take appropriate

action against such Bidder and / or forfeit the Bid Security amount, debar him from participating in future.

- 12.7. In case Bank decides not to go for Reverse Auction related to the procurement for which RFP is floated and price bids if any already submitted and available with Bank shall be opened as per Bank's standard practice.

13. Bidder's Obligation:

- 13.1. Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly with other suppliers / Bidders at any point of time. If any such practice comes to the notice, Bank shall disqualify the vendor / bidders concerned from the reverse auction process.

- 13.2. Bidder shall not divulge either his Bid details or any other details of Bank to any other party without written permission from the Bank.

14. Changes in Rules and Terms & Conditions of Reverse Auction:

- 14.1. Any change in the Rules as may become emergent and based on the experience gained shall be made only by a Committee consisting of Senior Executives of Bank.

- 14.2. Bank reserves the right to modify / withdraw any of the Rules and Terms & Conditions of Reverse Auction at any point of time.

- 14.3. Modifications of Rules and Terms & Conditions of Reverse Auction will be made available on website immediately.

- 14.4. Modifications made during the running of Reverse Auction event will be informed to participating Bidders immediately.

15. Errors and Omissions

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

ANNEXURE-K-1
COMPLIANCE STATEMENT

(To be submitted in Company's letter head by all the Bidders participating in online sealed bid/Reverse Auction)

Date:

To
The General Manager
Andhra Pragathi Grameena Bank,
Head Office, II Floor,
Department of Information Technology,
Beside Mariyapuram Church, Akkayapalle,
KADAPA-516 003

DECLARATION

1. We _____(name of the company) hereby confirm having submitted our bid for participating in Bank's RFP dated _____ for procurement of _____.
2. We also confirm having read and understood the terms of RFP as well as the Rules relating to the Reverse Auction for this RFP process.
3. We hereby undertake and agree to abide by all the terms and conditions stipulated by Andhra Pragathi Grameena Bank in the RFP document including the Rules for Reverse Auction, all annexure, addendum, and corrigendum.
4. We shall participate in the on-line auction conducted by _____ Ltd. (Service Provider) and submit our Commercial bid. We shall agree to enter into an agreement with the Service Provider for making the process of Reverse Auction and its results legally binding on us.
5. Bank and Service Provider shall not be liable & responsible in any manner whatsoever for our failure to access & bid in online sealed bid and Reverse Auction due to loss of internet connectivity, electricity failure, virus attack, problems with the MICRO ATM at our end, any other unforeseen circumstances etc. before or during the auction event.
6. We understand that in the event we are not able to access the auction site, we may authorize Service Provider to bid on our behalf by sending a fax containing our offer price before the auction close time and no claim can be made by us, on either Bank or Service Provider regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.
7. We do understand that Service Provider may bid on behalf of other Bidders as well in case of above mentioned exigencies.

8. We also confirm that we have a valid digital certificate with encryption feature issued by a valid Certifying Authority.
9. We shall fax the duly filled in, detailed signed Price schedule as provided in the RFP to the Bank and to the Service provider within 24 hours of end of online Reverse Auction without fail.
10. We undertake to submit the Original confirmation of last bid price by us to the Bank as well as to the Service provider within 48 working hours of the completion of event. We also undertake to submit the Bill of Materials as per the Price Schedule of this RFP.
11. We, hereby confirm that we will honour the Bids placed by us during the auction process, failing which we shall forfeit the EMD. We also understand that the Bank may debar us from participating in future tenders.
12. We undertake to supply at our final lowest bid price of Reverse Auction. In case of our back out or inability to supply as per the rates quoted by us, Bank is free to take appropriate action against us and / or forfeit the Bid Security amount, debar us from participating in future tenders.
13. We confirm having nominated our authorised representative Mr./Ms. _____, designated as _____ of our company to participate in the Online sealed Bid and/or Reverse Auction on behalf of the Company.
14. We accordingly authorize Bank and / or the Service Provider to issue user ID and password to the above named official of our Company.
15. Both Bank and the Service Provider shall contact the above named official for any and all matters relating to the online sealed bid/Reverse Auction.
16. We undertake that the Company shall be bound by the bids made by the above named official of our Company in the Online sealed Bid and Reverse Auction, failing which the Bank shall forfeit the EMD. We agree and understand that the Bank may debar us from participating in future tenders for any such failure on our part.

Signature of the Authorised Signatory with company seal

Name -

Company / Organization -

Designation within Company / Organization –

Address of Company / Organization –

Name of Authorised Representative

(Participating in Reverse Auction)

: Mr. /Ms. _____

Designation of the Authorised Representative

: _____

Signature of Authorised Representative : _____

Verified the signatures of Authorised Representative by
and Signature of the Authorised Signatory

Name :

Company seal :

Date: _____

Annexure-K-2
Price Bid Confirmation

(To be submitted in Company's letter head by all the bidders participated in Reverse Auction, in case of tech-commercial evaluation or the L1 Bidder in case of non tech-commercial evaluation)

Date:

To
The General Manager
Andhra Pragathi Grameena Bank,
Head Office, II Floor,
Department of Information Technology,
Beside Mariyapuram Church, Akkayapalle,
KADAPA-516 003

Dear Sir,

SUB: Final / Lowest Bid Price quoted in Reverse Auction, held on _____ in respect of RFP Ref. No. _____ Dated _____ for procurement of _____

We confirm that the final total bid price quoted by us in the captioned Reverse Auction event for captioned tender is as under -

Rs. (in figure): _____

Rs. (in words): _____

We confirm that:-

We enclose herewith the detailed break-up of above price as per Bill of Material/ detailed price schedule of RFP. We undertake to submit the Original Price Schedule duly signed with detailed break-up of above bid price as per price schedule of RFP within 48 hours from the end-of Reverse Auction event.

Any variation between the on-line Reverse Auction bid price quoted by us and this document will be considered as sabotaging the tender process and will invite disqualification of Bidder/vender to conduct business with Bank as per prevailing procedure. In such case, Bank is free to take appropriate action and / or forfeit the Bid Security amount and / or debar him from participating in future RFPs of Bank.

We are bound to supply the items as per RFP requirement at the above final bid price of Reverse Auction.

We note that in case of back out or not supplying as per the above rates quoted by us during the reverse auction, Bank will take appropriate action against us and / or forfeit our Bid Security amount and / or debar him from participating in future RFPs of Bank

Signature and Name of the Authorised Signatory:

Designation in Company :
Name of the Company :
Address of Company :
Email:
Mobile: Company SealFax No:

ANNEXURE-L
Performance Bank Guarantee Form

To
The General Manager
Andhra Pragathi Grameena Bank,
Head Office, II Floor,
Department of Information Technology,
Beside Mariyapuram Church, Akkayapalle,
KADAPA-516 003

WHEREAS (_____) has undertaken in pursuance of the contract no. _____ dated _____ to, inter-alia, supply of _____ as per the contract document (herein after called "The Contract"), dated _____

AND whereas it has been stipulated by you in the said contract that _____ shall furnish you with a performance bank guarantee by a recognized bank for the sum of Rs. _____ specified therein as security for compliance with the _____ performance obligations in accordance with the contract.

AND whereas we have agreed to give you the guarantee on behalf of _____

THEREFORE, we hereby affirm that we as guarantors are responsible to you, on behalf of _____, upto a total of Rs. _____ and we undertake to pay you, upon your first written demand declaring _____ to be in default under the contract and without cavil or argument, any sum or sums within the limit of Rs. _____ as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ (Date)

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

Notwithstanding anything herein above contained including what is stated in clauses thereof, our liability under this guarantee is restricted to Rs. _____ and shall remain in force until _____. (Date) Unless a demand or claim under the guarantee is lodged with us in writing at Kadapa on or before _____ (Date), all your rights under said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities hereunder whether or not this document is returned.

Place:

Date:

ANNEXURE –M
Inspection Procedure

The following text describes the sample Pre-dispatch Inspection procedure to be followed.

1. The factory inspection/reliability test is required to be carried out at a site having adequate power and, dust free environment atleast for minimum 500 MicroATMs per day. The vendor should make suitable arrangements to provide Uninterrupted (UPS) power for the inspection set-up.
2. It is suggested that the vendor should make appropriate arrangement to place the equipment offered for inspection/reliability test on suitable racks/tables, considering easy and hassle-free access to all the equipment.
3. It is required that the vendor should make appropriate arrangement to test the network interfaces on all MicroATMs.
4. The vendor should ensure availability of trained technical/support staff at the inspection site for efficient handling of the inspection and movement of the equipment during the inspection.
5. It is suggested that adequate number of extra machines are offered for the inspection and kept for reliability testing. This may be useful in the event of some machines failing during the reliability tests.
6. All the MicroATMs and its sub-components must bear relevant original manufacturer's part numbers.
7. It is required that a list containing serial numbers of all the MicroATMs offered for inspection is kept ready before the arrival of the inspection team. The list should preferably be typed. The list should also contain (in tabular fashion) the serial numbers of MicroATMs and its peripherals. The serial numbers must be sorted according to the rack/table positions of the equipment.
8. For all the MicroATMs, the screws for the top cover should be removed **without removing** the cover itself. This is required, as each and every machine will be physically inspected for conformance to the specifications as given in the purchase order.
9. In case of serious discrepancy found in the hardware vis-à-vis the ordered hardware, the inspection will be called off.
10. All the MicroATMs must be kept in power-on condition for at least for 24 hours before the arrival of the inspection team at the site.
11. Under no circumstances the diagnostic/reliability test on any/all machines should be stopped or interrupted before the arrival of the inspection team.
12. It is required that errors reported by diagnostics are automatically stored in a file on the floppy disk/hard disk for the review by the inspection team.
13. The inspection team will reject machines, which fail to pass the reliability test.
14. At least one set of all the software items (including media and documentation) ordered should be available at the time of inspection.
15. At least one copy (soft copy) of all the documentation to be supplied to the Bank should be available for the inspection.
16. If the order is cleared in parts or the consignment is rejected by the inspection team , the cost of the subsequent inspection will be borne by the vendor.

ANNEXURE –N
Conformity Letter

Proforma of letter to be given by all the bidders participating in RFP 15/HO:DIT/MICRO ATMS/2018 dated 23/10/2018 on their official letterheads

The General Manager
Andhra Pragathi Grameena Bank,
Head Office, II Floor,
Department of Information Technology,
Beside Mariyapuram Church, Akkayapalle,
KADAPA-516 003

Dear Sir,

Sub: RFP 15/HO:DIT/MICRO ATMS/2018 dated 23/10/2018

Further to our proposal dated _____, in response to the Request for Proposal (hereinafter referred to as “**RFP**”) issued by Andhra Pragathi Grameena Bank, we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents issued by Andhra Pragathi Grameena Bank, provided however that only the list of deviations furnished by us in ‘Annexure J – 3. Clarifications required for this RFP Terms and Conditions’ of the main RFP document which are expressly accepted by Andhra Pragathi Grameena Bank and communicated to us in writing, shall form a valid and binding part of the aforesaid RFP document. Andhra Pragathi Grameena Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and Andhra Pragathi Grameena Bank’s decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorised Signatory
Designation
Vendor’s corporate name

ANNEXURE-O
Escalation Matrix

Name of Company:

Delivery Related Issues:

Sl. No	Name	Designation	Full office Address	Phone No	Mobile No	Fax	Email address
		First Level Contact					
		Second Level Contact (if response is not received in 24 hours)					
		Regional/Zonal Head (if response is not received in 48 hours)					
		Country Head (if response is not received in 1week)					

Name of Company:

Services Related Issues:

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

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

Signature:

Name of Representative:

Designation:

Company Seal:

ANNEXURE-P
(AMC BANK GUARANTEE FORMAT)

To
The General Manager
Andhra Pragathi Grameena Bank,
Head Office, II Floor,
Department of Information Technology,
Beside Mariyapuram Church, Akkayapalle,
KADAPA-516 003

Whereas (_____) has undertaken in pursuance of the Contract no. _____ dated _____ to, inter-alia, Maintenance and support of _____ as per the Contract document (herein after called "The Contract"), dated _____ (Purchase Order No.)

AND whereas it has been stipulated by you in the said Contract that _____ (Company's name) shall furnish you with a Bank Guarantee by a recognized Bank for the sum of Rs. _____ specified therein as security for compliance with the _____ maintenance/support obligations in accordance with the Contract.

AND whereas we have agreed to give you the Guarantee on behalf of _____ (Company's name)-

Therefore, We _____ (Bank's name and address) hereby affirm that we as Guarantors are responsible to you, on behalf of _____, up to a total of Rs. _____ and we undertake to pay you, upon your first written demand declaring _____ (Company's name) to be in default under the Contract and without cavil or argument, any sum or sums within the limit of Rs. _____ as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee is valid until the _____ (Date)

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

Notwithstanding anything herein above contained including what is stated in clauses thereof, our liability under this Guarantee is restricted to Rs. _____ and shall remain in force until _____. (Date) Unless a demand or claim under the Guarantee is lodged with us in writing on or before _____ Three months from the date of expiry- Date), all your rights under said Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities hereunder whether or not this document is returned.

Place:
Date:

ANNEXURE-Q
NON-DISCLOSURE AGREEMENT

THIS AGREEMENT (the "**Agreement**") is entered into on this ____ day of 2018 by and between; Andhra Pragathi Grameena Bank, a body corporate constitute under the Regional Rural Act 1976 having its Head Office at Kadapa represented by herein (hereinafter called **Disclosing Party or the "Bank"**), and with and address at (the "**Recipient**" or the "**Receiving Party**" or the "**Company**").

The Bank is in possession of certain information defined hereunder as Confidential Information and has agreed to disclose to the Company the Confidential Information on a strictly confidential basis for the purpose of *(mention the purpose for which the information is required to be shared/allowed to be accessed)*. During the said process, the Bank may share certain confidential or proprietary information with the Recipient. Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definition of Confidential Information.

(a) For purposes of this Agreement, "**Confidential Information**" means any data or information that is confidential or proprietary to the Bank and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:

- (i) Customer name and other information related to customers
- (ii) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies;
- (iii) Plans for products or services, and customer or supplier lists;
- (iv) Any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;
- (v) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and
- (vi) Any other information that should reasonably be recognized as confidential information of the Bank. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information.

The Company acknowledges that the Confidential Information is proprietary to the Bank, has been developed and obtained through great efforts by the Bank and that Bank regards all of its Confidential Information as trade secrets.

b) Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which:

- (i) Was known to the Company prior to receiving the Confidential Information from the Bank ;
- (ii) Becomes rightfully known to the Company from a third-party source not known (after diligent inquiry) by the Company to be under an obligation to Bank to maintain confidentiality;
- (iii) Is or becomes publicly available through no fault of the Company;
- (iv) is required to be disclosed in a judicial or proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of paragraph 4 hereof shall apply prior to any disclosure being made; and
- (v) Is or has been independently developed by employees, consultants or agents of the Company without violation of the terms of this Agreement or reference or access to any Confidential Information.

2. Disclosure of Confidential Information.

From time to time, the Bank may disclose Confidential Information to the Company. The Company will:

- (i) along with its representatives, make use of the Confidential Information solely for the purpose of the Agreement or such other purposes from time to time agreed or consented to by the Bank as evidenced in writing
- (ii) limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively “**Representatives**”) who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose;
- (iii) prior to making any disclosure of such Confidential Information as permitted under this Agreement, will ensure that the Representatives are under a prior written obligation to maintain such information confidential and to use such information only for the contemplated purpose;
- (iv) along with its Representatives use such measures and/or procedures as it uses in relation to its own confidential information and trade secrets to hold and keep in confidence any and all such Confidential information and comply with the terms of this Agreement.
- (v) and not disclose any Confidential Information received by it to any third parties.
- (vi) be solely responsible for any breach of the terms of this Agreement by any of its Representatives or the Sub-Contractors and any act or omission by any of its Representatives or the Sub-Contractors which would constitute breach of the terms of this Agreement and shall take all reasonable measures to restrain such Representatives or the Sub-Contractors from unauthorized disclosure or use of the Confidential Information and that Company acknowledges and agree that Bank shall have right to all its legal remedies directly against Company as if such breach is made by the Company itself without proceeding at the first instance against Representatives or the Sub-Contractors.

3. Use of Confidential Information.

The Company agrees to use the Confidential Information solely in connection with the current or contemplated business relationship between the parties as mentioned in this agreement and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Bank. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Company hereunder. Title to the Confidential Information will remain solely with the Bank. All use of Confidential Information by the Company shall be for the benefit of the Bank and any modifications and improvements thereof by the Company shall be the sole property of the Bank.

4. Compelled Disclosure of Confidential Information.

Notwithstanding anything in the foregoing to the contrary, the Company may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Company promptly notifies, to the extent practicable, the Bank in writing of such demand for disclosure so that the Bank, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. The Company agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Bank with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Bank is unable to obtain or does not seek a protective order and the Company is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

5. Term.

This Agreement shall remain in effect for a * (* duration of the Original Agreement plus 10 years) (subject to a one year extension if the parties are still discussing and considering the Transaction at the end of the fifth year). Notwithstanding the foregoing, the parties' duty to hold in confidence Confidential Information that was disclosed during term shall remain in effect indefinitely.

6. Remedies.

Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. Therefore, both parties hereby agree that the Bank shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. Bank shall be entitled to recover Damages consisting a sum equal to the loss suffered by the Bank including loss of business opportunity, costs of business interruption its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation

relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

7. Return of Confidential Information.

Company shall immediately return and redeliver to the other all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of the dealings between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) at such time as the Bank may so request. Alternatively, the Company, with the written consent of the Bank may (or in the case of Notes, at the Company's option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Company supervising the destruction.

8. Notice of Breach.

The Company shall notify the Bank immediately upon discovery of any unauthorized use or disclosure of Confidential Information by the Company or its Representatives, or any other breach of this Agreement by the Company or its Representatives, and will cooperate with efforts by the Bank to help the Bank regain possession of Confidential Information and prevent its further unauthorized use.

9. No Binding Agreement for Transaction.

The parties agree that neither party will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. The parties further acknowledge and agree that they each reserve the right, in their sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with respect to a Transaction at any time as per the respective agreement. This Agreement does not create a joint venture or partnership between the parties. If a transaction goes forward, the non-disclosure provisions of any applicable transaction documents entered into between the parties (or their respective affiliates) for the Transaction shall be deemed to be complementary/supplementary to the provisions of this Agreement and not contrary/derogatory to the provisions of this Agreement to the extent possible.

10. Warranty.

Each party warrants that it has the right to make the disclosures under this Agreement. **NO WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT WHATSOEVER.** The parties acknowledge that although they shall each endeavor to include in the Confidential Information all information that they each believe relevant for the purpose of the evaluation of a Transaction, the parties understand that no representation or warranty as to the accuracy or completeness of the Confidential Information is being made by either party as the Bank . Further, neither party is under any obligation under this Agreement to disclose any Confidential Information it chooses not to disclose. Neither Party hereto shall have any liability to the other party nor to the other party's Representatives resulting from any use of the Confidential Information except with respect to disclosure of such Confidential Information in violation of this Agreement.

11. Effective Date of the Agreement:

This Agreement shall be effective upon its execution by both the parties.

12. Miscellaneous.

- a) This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.
- b) The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of (state), India applicable to contracts made and to be wholly performed within such state, without giving effect to any conflict of laws provisions thereof.
- c) Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.
- d) Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.
- e) Any notices or communications required or permitted to be given hereunder may be delivered by hand against acknowledgement, deposited with a nationally recognized overnight carrier against acknowledgement, electronic-mail, or registered post with acknowledgement, in each case, to the address of the other party first indicated above.
- f) This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party And any such assignment without consent will be held void ab initio. All obligations contained in this Agreement shall extend to and be

binding upon the parties to this Agreement and their respective successors, assigns and designees.

- g) The parties and/or their affiliates of whatsoever nature shall not, in any manner, solicit and/or accept any business from sources that have been made available by and through the parties hereto, nor in any manner shall access, solicit and/or conduct any business with the said sources, without specific permission of the Party who made said sources available. For avoidance of doubt, this restriction shall apply only to business related to the Assignment which is the subject matter of this Agreement and not any other Assignment or business.
- h) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SIGNED for and on behalf of:-(Bank) Signature: Name: Title: (Authorized Signatory) <u>Witness: Signature: Name:</u> Address:	SIGNED for and on behalf of :-(Company) Signature: Name: Title: (Authorized Signatory) <u>Witness: Signature: Name:</u> Address:
---	--

ANNEXURE-R Service Levels

Successful vendor has to enter into service level agreement with bank and SLA should cover the following

In terms of response time for support, the following matrix indicates the required SLA along with financial penalties.

Uptime Guarantee of Miro ATM Device (during warranty, AMC, ATS):

Vendor will have to guarantee a minimum uptime of 93.3%, calculated on a monthly basis. Uptime percentage will be calculated as (100% less Downtime Percentage) for each device. Downtime percentage will be calculated as Unavailable Time divided by Total Available Time, calculated on a monthly basis. Total Available Time is 24x7x365. Unavailable Time is the time involved while any part of the core configuration or system software component is inoperative or operates inconsistently or erratically. The downtime meter is supposed to have commenced from such time the trouble tickets are raised by the Bank.

If Vendor fails to meet the uptime guarantee in any month then the vendor will have to pay 1% of per unit cost i.e. base price of the machine per day subject to maximum of 25% per unit cost per month. The Vendor should immediately provide Bank with an equivalent standby device in case of failures.

Uptime percentage - 100% less Downtime Percentage

Downtime percentage - Unavailable Time divided by Total Available Time, calculated on a monthly basis.

Total Available Time – 24 hrs per day for seven days a week

Unavailable Time - Time involved while the Device is inoperative or operates inconsistently or erratically.

Uptime Percentage	Penalty Details
A >= 93.3%	No Penalty
A < 93.3%	Penalty at an incremental rate of 1% of per unit cost i.e. base price of the machine per day subject to maximum of 25% per unit cost per month.

Penalties, if any shall be calculated for every month and recovered from the vendor on monthly Basis. Vendor has to provide Banker's cheque for the downtime charges within 7 days from the date downtime report provided by the Bank. Failure to provide the Banker's cheque Bank will invoke the Performance Bank guarantee.

Availability Service Level Default

- Availability Service Level will be measured on a monthly basis.
- A Service Level Default will occur when the vendor fails to meet Minimum uptime (93.3%), as measured on a monthly basis.

___ END OF DOCUMENT ___