

Request for Proposal

Tender No.: CO: ATM: RFP: 2021-22: 02 dated 02.10.2021

RFP for End to End Deployment of ATMs inclusive of Supply/ Installation/ Commissioning, Site preparation (TIS) and Managed Services of 2600 Cash Dispensers (including 50 Mobile ATM) under OPEX Model.

Name of the Company	Central Bank of India
Bid Ref No	Central Bank of India, Tender No. CO: ATM: 2021- 22:02 Dated 02.10.2021
Date of commencement of issue of tender document	02.10.2021
Cost of the tender document	Rs. 50,000/- (Rs Fifty Thousand only). However if bidder has submitted tender document cost in previous Tender No. CO: ATM: 2021-22:01 then vendors need not pay tender document cost
EMD(Earnest Money deposit) Amount	Bid security declaration as per the annexure.
Pre-Bid queries to be mailed by	08.10.2021 3.00 P.M
Pre-bid meeting with Bidder on queries raised	11.10.2021 3.00 P.M
Last Date and Time for receipt of Bids (Commercial & Technical)	26.10.2021 3.00 P.M
Date and Time of Opening of technical Bids.	26.10.2021 4.00 P.M
Place of Opening of bids /pre-bid Meeting	Central Bank of India, Digital Payment & transaction Banking Dept., 1st Floor, Central Bank Building, 55, M.G Road, Fort, Mumbai – 400 023
Address for Communication	Deputy General Manager-DP & TB, Central Bank of India, Digital Payment & Transaction Banking Dept., 1st Floor, Central Bank Building, 55, M.G Road, Fort, Mumbai – 400 023 agmcards@centralbank.co.in, 022- 22693792 dgmcards@centralbank.co.in,022- 49197309

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List of abbreviations

AMC	Annual Maintenance Contract
ATM	Automated Teller machine
ATS	Annual Technical Support
BOM	Bill of Material
CBS	Core Banking Solution
CO	Central Office
CD	Cash Dispenser/ATM
DC	Data Centre
DR	Disaster Recovery
DRC	Disaster Recovery Centre
EMD	Earnest Money Deposit
OEM	Original Equipment Manufacturer
PBG	Performance Bank Guarantee
RFP	Request for Proposal
RO	Regional Office
SLA	Service Level Agreement
ZO	Zonal Office
PO	Purchase Order Vendor Successful bidder
OEM	Original Equipment Manufacturer
CGST	Central Goods AND Services Tax
SGST	State Goods and Services Tax
IGST	Interstate Goods and Services
Tax ITR	Input Tax Credit
GST	Goods AND Services Tax
GSTR	Goods AND Services Tax Return

Definitions:

Applicant/ Bidder/ Service Provider/System Integrator means an eligible entity/ firm submitting a Proposal/the Bid in response to this RFP. The Bidder means Managed and Support services provider in India and must be an Indian firm / company/ organization registered under Companies Act.

Vendor/ Supplier/ Contractor/ Service Provider is the successful bidder(s) found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged as one of the Successful Bidder(s) as per the selection criteria set out in the RFP and to whom notification of award has been given by Bank.

The Equipment / Endpoint / Machine / Product/ Cash Dispenser/ ATM/Cash dispenser means all the hardware, it's all components, peripheral apparatus, associated software/ firmware/ operating software, Software Agent(s).

OEM Native Application means an application provided by Endpoint Provider to run the Endpoint (ATMs / CDs etc.) (excluding OS, Firmware, Middleware, Device drivers, CEN XFS, Terminal Diagnostic Tools/Utilities etc), following NDC or DDC message emulation protocol.

Support Services means those services ancillaries to the Endpoint, maintenance, central helpdesk & management center, its support, troubleshooting and other such obligations.

SECTION – I

NOTICE INVITING REQUEST FOR PROPOSAL (RFP)

1. Central Bank of India, a body Corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Central Office at Chandermukhi, Nariman point, Mumbai 400021, (hereinafter referred to as 'the Bank'), invites bids from qualified bidders for RFP for End to End Deployment of ATMs inclusive of Supply/Installation/commissioning, Site preparation(TIS) and Managed Services of 2600 Cash Dispensers (Including 50 Mobile ATMs) under OPEX model
2. Bidder is required to submit Bid Security Declaration (Annexure-1)
3. TENDER DOCUMENT COST:

Bidder is required to pay a cost of Rs. 50,000/= (Rupees Fifty Thousand only) towards the tender document cost which shall not be refunded under any circumstances. Tender document may be downloaded from Bank official website www.centralbankofindia.co.in and cost for the same must be paid by crossed demand draft/NEFT favoring 'Central Bank of India, Tender No. CO: ATM: 2021-22: 02' payable at Mumbai along with submission of technical bid. The sale of tender document shall commence from 02.10.2021.

However if bidder has submitted tender document cost in previous Tender No. CO: ATM: 2021-22:01 then vendors need not pay tender document cost.

IFSC CODE for NEFT/RTGS: CBIN0280621

Account Name : Central Bank of India, ATM Payment

ACCOUNT NO: 3125357732

4. EARNEST MONEY DEPOSIT (EMD)/Bid Security Declaration.
Bid Security Declaration should be provided by Bidder (Annexure 1 Bid Security Declaration).
5. PERFORMANCE BANK GUARANTEE:
Successful bidder has to furnish Performance Bank Guarantee in Bank's format (Annexure 14) of amount equivalent of 3% of the order value issued by any Scheduled Commercial Bank in India (Other than Central Bank of India), in favor of the Bank within 30 days from the date of Purchase Order. For PBG purpose, order value to be worked out on 120 average successful hits in ratio of 70:30 (Financial/Non financial) per ATM per day. Performance guarantee should remain valid during the currency of the contract. The guarantee should also contain a claim period of 1 year from the last date of validity period
6. PRE-BID MEETING:
7. A pre-bid meeting with the Bidders who have paid for the tender document will be held on 11th October 2021 at 3.00 PM at Central Bank of India, Digital Payment & Transaction Banking Dept., 1st Floor, Central Bank Building, 55, M.G. Road, Fort, and Mumbai-23. The Bidders shall submit their queries in writing by 08.10.2021.

The Bidders may send their queries to our e-mail address cmitatm@centralbank.co.in &

agmcards@centralbank.co.in. Only those Bidders who have paid the cost of tender document shall attend the Pre Bid Meeting. However bidders who choose not to attend pre-bid meeting can submit their offer by paying the cost of the tender at the time of tender submission.

8. LAST DATE OF SUBMISSION OF RESPONSE TO RFP:

The Last date of submitting the response to this RFP is 26th October 2021. Proposals submitted after the deadline will not be accepted. Bids are to be addressed and dropped at the address given below:

Deputy General Manager-DP & TB
Central Bank of India, DP & TB Dept.,
1st Floor, Central Bank Building,
55, M.G. Road, Fort, Mumbai-400023.

OPENING OF TECHNICAL BIDS:

The Tender Opening committee will Open the Technical Bids envelopes on 26th October 2021 at 4:00 PM Hrs. The bidders or their representatives are invited to participate in Bid Opening process.

Integrity Pact- Each Participating bidder/s shall submit Integrity Pact as per attached Annexure-13 on duly stamped of Rs 500/-. Integrity pact should be submitted by all participating bidder at the time of submission of Bid documents or as per satisfaction of the Bank. The Non submission of Integrity Pact as per time scheduled prescribed by Bank may be relevant ground of disqualification to participating in Bid process.

Bank has appointed Independent External Monitor (hereinafter referred to as IEM) for this pact, whose name and e-mail ID are as follows:

IEM Names:

- 1) Shri Trivikram Nath Tiwari Email ID: trivikramnt@yahoo.co.in
- 2) Shri Jagdip Narayan Singh Email ID: jagdipsingh@yahoo.com

SECTION –II

EXISTING INFRASTRUCTURE IN THE BANK.

1. **Central Bank of India** is one of the leading nationalized Banks of the country and has a national presence through a widespread network of more than 4600 branches and offices spread across the length and breadth of the country. All the bank branches are under Centralized banking Solution. It also has a wide network of more than 3400 ATM/CD(s) spread across the country. Bank has completed 109 years of its service to the Nation and its millions of satisfied customers with technology oriented bouquet of user friendly services and in the field of IT we are known for providing new innovative and customer friendly services.
2. The Bank also has specialized branches for catering to the specific needs of Retail customers, Industrial units, corporate clients, Forex dealers, Exporters and Importers, Small Scale Industries and Agricultural sector. The Bank has sponsorship in 2 Regional Rural Banks (RRB).
3. Bank has implemented Core banking Solution B@ns24 in all its 4600 plus branches, from Tata Consultancy Services Limited. In addition to this, various other systems/platforms are available for applications like Payment Systems, Treasury Operations, SDR, Financial Inclusion, HRMS, EFRMS, LLMS etc.
4. **DEBIT CARD INFRASTRUCTURE**
Bank's CD/CR at present is functioning on Lusi Tango SWITCH at Data Center (DC) with a Disaster Recovery (DR) set up. It has over 3400 plus ATMs functional (around 2700 onsite and 700 Offsite) ATM/CDs. The Bank is a member of MasterCard, VISA RGCS, Maestro, Cirrus and NFS etc. All CBS Branches have been configured for issuance of debit cards. The existing ATM/CDs are spread all over India in all states including union territories:
The Bank has a current Debit card base of approximately 260 lakhs including pre-generated cards.

SECTION III

SCOPE OF WORK

1. This RFP invites Bids from the Bidders for RFP for End to End Deployment of ATMs inclusive of Supply/Installation/commissioning, Site preparation (TIS) and Managed Services of 2550 Cash Dispensers and 50 Mobile ATMs under OPEX Model. Installation means up to the stage of cash live. Installation of entire project to be completed within 9 months from the date of acceptance of purchase order in case of single successful vendor executes 100% quantity and 6 months from the date of acceptance of purchase order in case it is allotted to 2/3 vendors.

Managed Services of the CDs should also be done by the Bidder. The details of Managed services are given in the Annexure – 16.

The scope of the work will include:

- 1.1. Conducting site feasibility survey, Site erection, (including civil, interior, electrical, UPS, connectivity and air conditioning to be done by bidder). Supply, installation, commissioning and maintenance of CDs with technical specifications as per Annexure 7 respectively. Scope of Work and Installation includes:
 - Supply of CDs and other peripherals at Bidder's cost to the location for which Purchase Orders are placed under Opex model.
 - Successful bidder has to provide one TEST CD of similar technical specification (with support & maintenance) for UAT purpose of the Bank in our switch premises, without any cost to the Bank
 - CD Site preparation at the identified sites. The locations can be Pan India and include Onsite, Offsite, Lobby/Mobile ATM, Metropolitan, Rural, Semi urban and Urban locations/areas.
 - The Offsite/Onsite site ratio shall be in 50:50 ratios. Bank at its discretion shall alter any quantities and/ or change the ratios of offsite, onsite as per Bank's requirement.
 - Physical installation of CDs at the sites with grouting as per RBI guidelines.
 - Networking of CDs i.e. connecting the CDs to the network provided by the bank for ONSITE CDs. Supply and laying of LAN cable from CD/ATM to Banks network device to be arranged by Vendor. The networking should terminate up to the network points in the CD room/nearest point to the CD. The cabling and other I/O points is to be provided in conceal and secured mode. LAN and Power point/socket should be concealed/secured in back room and should not be accessible to customers/public as per regulator guidelines. For OFFSITE CDs Bidder is required to provide suitable network connectivity up to Banks CD Switch (BOTH DC & DR) with adequate Bandwidth with dedicated network. The network connectivity so provided should be from a single Network service provider for any particular mode of connectivity. However Bank may consider two network service providers on a case to case basis. All the networking requirement for Onsite,

Off-site and Mobile ATM to be provided by Vendor as per the without any cost to the Bank including LAN cable etc.

- CD/ATM Machine should have interface with the Bank's ATM Switch (DC & DR).
- Commissioning of CDs including installation of all its functionalities, loading of screens etc. and making CDs ready for all type of transactions
- CDs should be equipped with Biometric functionality and capable of integrating with Biometric Solution of the Bank or as per RBI/UIDAI guidelines
- CDs should support API 2.00 or higher and as registered devices
- The Cash Dispensers should accept EMV chip based cards and any hardware or software required for the same is part of Opex and no additional cost for the same will be paid by the bank. EMV certification to be done at no extra cost to the Bank and all costs for such certification are to be borne by the vendor(s) including professional/consultancy/testing/Rollout charges or any other charges(including license cost/renewal cost of kernel etc.) for any service provided for carrying out the EMV certification.
- All regulatory/Statutory guidelines issued by RBI/NPCI/Cert-in or any other such agency/organization as regards to ATM infrastructure to be complied with by Bidder.
- Comprehensive Testing of CD including all functionalities and Operations
- Loading of screens, EJ pulling agents, TM Keys, configuration with IP addresses and other security features etc.
- Provide all the facilities for Physically Challenged persons to access CD, as required by regulators/GOI guidelines.
- Providing training to the branch staff / custodians.
- Bidder should complete branding of CDs and ATM sites, as per specification of our bank.
- The transaction slip should be printed in multilingual (English/Hindi and regional Language) as well CD screens should be in multilingual (English/Hindi and regional Language).
- Printing on backside of transaction slip shall be made available as per Banks requirement at no cost.
- CCTV/E-surveillance system to be provided by bidder. The footage should be provided to the Bank as when required, within two working days from the date of demand. In case of loss incurred by the Bank for non-availability of same, will be recovered from the bill for managed services without giving any notice. Penalty will be Rs.500/ per day (from 3rd day) for not providing CCTV footage within 2 days (from the date of request by the bank for providing specific ATM CCTV camera footages) or actual compensation paid to the customer/s, whichever is higher.
- CD site audit has to be carried out by the bidder in the presence of Bank officials; this is to be done once in a quarter. This is apart from the regular health maintenance of the CD and all assets by the bidder.
- Bidder/CRA should ensure that all cash must be properly loaded in the bins and no cash under any circumstances should be kept in the CD chest/vault.
- Bank reserves the right to carry out 100% site verification by outside agency to verify the quality of work.
- Vendor should ensure to install and regularly update all security features i.e. antivirus, security solutions, TLS 1.2 or higher anti skimming devices etc.
- ATMs should have Supported Operating System and patches must be regularly

updated and a confirmation to the effect given to the bank.

- Bank may re-examine the quality of the work at various ATM/CD sites on random basis and initiate its claim for the deviation in specification and poor workmanship.
- Vendor to have compatibility with Bank's ATM switch, EFRMS, CRM, CBS related interfaces etc. as per Bank requirement without any additional cost to the bank.
- CD/ATM machines should comply with Bank's information security policy and should have computability with IS related tools/ interfaces.

(The above list is only illustrative and not exhaustive)

- 1.2. Ensuring compliance of CDs to statutory, RBI/Regulator/GOI requirements till Project Go live". Thereafter if any guidelines are issued by RBI/Regulator/GOI, it will be done on mutually agreed terms and conditions for which cost will be borne by Bank however vendor has to comply the guidelines strictly within stipulated timelines else penalty levied by regulator for its non compliance shall be recovered from the vendor.
- 1.3. All CDs must be enabled for usage by the Biometric cardholders and Visually Impaired cardholders having requisite hardware, software, voice files and Braille enabled keypad and other components which would enable usage by the biometric and visually impaired cardholder as per regulator/GOI guidelines.
- 1.4. All CDs should also be fully EMV (Europay Master Visa) certified and enabled including having requisite latest hardware and pre-installed EMV software during the contract period.
- 1.5. The successful Bidder shall have to enable the voice facility (Text to Speech) as per IBA transaction flow guidelines to help the visually challenged persons in all CD. The facility should be for English and Hindi languages. Based on further RBI/IBA guidelines the other languages should be enabled without any cost to the Bank. There should not be any separate charges for implementing the said activity.
- 1.6. The Cash dispensers should function in a minimum of 3 languages English, Hindi and local language. Customer should have the option of selecting the language and all screens, receipts, voice guidance and any other customer interface should be as per selection made
- 1.7. The successful bidder will handle the AMC arrangements for their respective orders of the proposed 2600 Cash Dispensers (CD)(Including 50 Mobile ATMs), AC, UPS, and Batteries (inclusive of component / part replacement) as part of OPEX model without any cost. Bidder shall ensure that AMC arrangement for their respective orders during currency of the contract period. Dispute/discontinuation of such arrangement of Bidder with any third party/OEM will not be binding to the Bank and Bidder will be held liable for penalties in such case.
- 1.8. The Bank reserves the right to extend the contract upto two years after the expiry of five years at the same rates and the selected vendor will be bound to provide the required services as defined in this RFP.
- 1.9. The bidder should have their own support offices / franchise support offices /resident engineers in a minimum of 100 major Centers, (which should include all the Cities/Centers where Bank's Regional Offices are situated and be able to provide & maintain equipment including all components/Add-On items in sufficient quantities with their Operational support engineers in all these cities (List of Regional/Zonal Offices is placed at Annexure 11).
- 1.10. In case any part of the work / process is required to be out-sourced by the

successful bidder, the bidder shall seek prior approval of the Bank
1.11. E-surveillance should be provided by the bidder as per Annexure.

2 **Site Implementation Services (SIS)**

On-site CDs

The On-site CDs will be installed at the Bank's branch locations/E galleries. The Bank will provide the following:-

- a. Site will be provided by the Bank i.e. CD room three brick walls.
- b. The raw electricity connection up to the CD room will be provided by the Bank.
- c. Payment of electricity bill will be made by the Bank.
- d. Networking arrangements (other than LAN cabling from Branch network switch to ATM) to be provided by Bank.
- e. Signage and lollipop will be put up by the Vendor
- f. Separate earthing will be provided and maintained by Vendor
- g. Shutter and related infrastructure to be provided by vendor

Off- Site CDs

Bidder/Vendor shall conduct site identification exercise and offer suitable site in the vicinity of locations desired by the Bank. Bidder/ Vendor would be responsible for the following:-

- a. The site should be at the ground floor and preferably on the main road at the prominent locations like corporate outlets, market places, malls, etc.
- b. The Vendor should construct ramp at all feasible locations. The ramp is required to be constructed at Off-site locations by the Vendor adhering to the specifications given.
- c. The area of site shall be of minimum 60 sq. ft. **suitable** for installation of CD/ATM
- d. Site should be accessible round the clock. However exceptions would be made in case of certain establishments where public access is prohibited after certain time only with prior permission of the Bank.

Bank will indicate broad area of the city, name of district, etc. The Bank's prior approval is required to be obtained by the Vendor before finalization of the location. Approval of Zonal Office (ZO) concerned under whose jurisdiction the proposed CD falls will be required. Only after Bank's approval, the Vendor may proceed with the site implementation and CD installation. The Bank reserves the right to reject any site proposed by the Vendor for reasons like proximity to an existing ATM, visibility, lack of potential for hits etc.

- e. Rent for the Offsite Site will be borne by the Vendor. In case of an off-site CD when Bank desires / insists on any specific Site and rent of which is higher than Rs. 25,000 per month, the Bank will bear the additional amount (i.e. monthly amount more than Rs. 25,000) by reimbursing the same to the Vendor. In other words, the minimum rent expected to be borne by the Vendor for any Off-site Site is Rs. 25,000 per month and any excess amount than this will be reimbursed to the Vendor in their monthly billing. However, the selection of such Off-site location is subject to the approval by the

respective Zonal Manager.

- f. The Vendor should enter into lease agreement/ownership for the site, roof rights in case of VSAT installation/solar panel installation where new CDs are proposed to be installed.
- g. Vendor is responsible for timely payment of Rent, Electricity bills, all applicable taxes, lease deed expenses and any other required / necessary expenses.
- h. Obtaining all statutory approvals from the landlords and municipal and concerned authorities.
- i. Installation of Bank's signage and lollipop.
- j. In case of closure/shifting of CD, bank's signage, shall be removed within 24 hours of shifting of CD from the location.
- k. Bank's prior approval is required to be obtained, in case the Vendor is required to relocate any of the CD for reason other than request from the Bank.
- l. Bank may advise vendor for shifting of ATMs and vendor shall do the same without any additional cost to the Bank.
- m. Any licenses/authorizations required for installation of ATM at selected site shall be arranged by Bank in the name of the Bank.
- n. **Assignment of rent:** in case of existing locations, assignment of existing rental agreements (irrespective of whether this is direct assignment or; first assignment to Bank and then to the bidder) cost shall be borne by the bidder.
- o. Proper earthing arrangements at Onsite/Offsite will be responsibility of the Bidder.

3 Mobile ATM

- Tata 407 or bolero or jeep or any suitable VAN in line with regulatory guidelines
- Mobile ATM Service for minimum 12 hours per day including commute time
- UPS, Battery, AC,IT, Branding, Geofencing included with the machine
- Minimum contract period shall be for 12 months however Bank reserves its right to shift to the locations as per its requirements
- Grouting and de grouting is vendor responsibility
- Placement of ATM/CRM Van at bank specified location
- The permission for Vehicle halt at given location to be taken by vendor
- Insurance and safety of Mobile van, ATM and related accessories and its driver, member is vendor responsibility
- Service to be provided all days or as per the Bank's requirement
- Maintenance of vehicle, ATM and other accessories is responsibility of vendor
- Advertising material shall be arranged by the bank
- Branding shall be arranged by the vendor as per the Bank's specification.
- ATM Specs for Consumables and Cash Loading, Manage services (EJ pulling, Recon, cash management, SLM, FLM, etc.) will be vendors responsibility without any cost to the Bank.
- Tech section of CD as per Annexure 7 and addition connectivity/requisite devices for the functioning of mobile ATMs shall be provided by the bidder.
- Vehicle inclusive of fabrication, plying, driver, vehicle maintenance, fuel, electricity, vehicle insurance, vehicle driver/caretaker insurance, video surveillance and GPS for vehicle and ATM both
- Ramp facility should be provided for accessibility as per regulatory guidelines.
- Facility to unload the cash at vendor managed vault facility in line RBI and other

regulatory guidelines during night times as per Bank requirement

- Mobile should function according to bank requirement or up to 5000 km per month with any cost to the bank.
- Selected Vendor must supply the mobile ATMs as per the Bank's requirement; allotment of Mobile ATMs will be sole discretion of the Bank and will be binding to the vendor.

4. PROJECT COMPLETION

4.1 The entire activity viz. CD site preparation and delivery, installation & commissioning of CDs is to be completed within 30 days for Metro/Urban and 35 days for Rural/ Semi Urban from the date of confirmation of site by bidder or from the date of complete handing over of the site by the Bank whichever is earlier.

4.2 At existing sites, for replacement of ATMs TIS work and other procedures for operationalization of new ATMs to be completed within minimum downtime not exceeding 30 days. In case of CD installation only (i.e. without site preparation), the entire activity including delivery and complete installation of CD is to be completed within 20 days from the date of acceptance of order irrespective of location, or from the date of complete handing over of the site by the Bank whichever is later.

Installation of entire project to be completed within 9 months from the date of acceptance of purchase order in case of single successful vendor executes 100% quantity and 6 months from the date of acceptance of purchase order in case it is allotted to 2/3 vendors.

UAT and requisite certifications of machines to be completed within 75 days from date of acceptance of Purchase Order and in meantime identification of offsite locations and TIS related work should be carried out. Subsequent delay in various testing/certification with bank switch and NPCI/VISA/MASTERCARD/UAT will be penalized, for dependency attributable to successful Vendors at rate of Rs. 2000/- per day for first 15 days (from 76th day) and thereafter will Rs. 5,000/- per day for next 15 days (from 91st day) with maximum up to Rs.1,00,000 per ATM and after 30 days (from 106th day) that bank may take deemed action including cancellation of the contract.

Vendor to ensure that at the time of ATM ROLLOUT , all the ATMs/CDs and its related licenses'(Applicable for ATM Machine and related software, hardware and firmware,anti-virus etc.) are confirming compliance to all RBI/GOV/NPCI or any statutory regulator guidelines and advisory applicable or in effect till that date. All the RBI related existing guidelines like Cassette swap , MHA guidelines, VLAN,TLS,TSS,EMV, OS Hardening, Anti skimming, TLS etc. need to be implemented from the go live of the project and also should comply future RBI guidelines as per mutually agreed terms issued time to time till the validity of the

contract.

4.2 Penalty for Delay in Operationalizing the Services

The Vendor shall be responsible for Operationalizing all the services stipulated under this RFP. In case of delay in making live the CDs beyond the days stipulated above, the Vendor shall be charged penalty at Rs. 1000/- per day per ATM up to 1 lakh maximum per ATM and after that which will be recovered for delay in Operationalizing / making live the Off-site /On-Site/E galleries CDs beyond the days stipulated as above.

Shifting of sites approved by banks Central Office should be completed by Bidder without any additional cost to the bank within 30 days after date of sanction and thereafter penalty of Rs. 1000/- per day machine with maximum cap of Rs. 1 lakh will be recovered. Bank will not make any payment for sites not shifted within stipulated time.

- 4.4. The offered CD model should be absolutely tamper proof and in no circumstances the machine should allow any unauthorized dispensing of note/s or an opportunity for taking out note/s from the cash chest/cash dispenser or any other component of the machine in any way either during the course of a transaction or while performing dispense test/any other test in the supervisory mode or in any other manner whatsoever. The cash presenter, cash presenter mouth and all similar components should be tamper proof. Bank reserves the right to claim damages from the Bidder on account of any loss suffered by it on account of such incidence as also to recover the quantum of loss suffered.
- 4.5. Bank may at its discretion depending upon requirement place order/indent for lesser number than what is defined in this RFP and the selected vendor(s) shall have no recourse in the matter. The quantities mentioned in this RFP are only illustrative. Bank will vary quantities as per requirement and the selected vendor(s) shall be bound to accept the same without recourse.
- 4.6. Bank also reserves the right to place additional order for up to 25% of the quantity specified in this RFP and the selected vendor(s) will be bound to supply the same including required services at the same rates
- 4.7. L1, L2, L3 bidders will be identified after reverse auction process. Order will be placed in the ratio 50:30:20 subject to L2 and L3 match prices of L1, in case L2 bidder is not willing/able to match the quote of L1 bidder then the offer will be extended to L3 bidder or in that order to the next. In case, other than L1 bidder, only one bidder matches L1 price then order will be placed to 2 successful bidders in ratio of 60:40 (L1 and other successful bidder), in rare event no other bidder is ready to match with L1 quote, Bank at its discretion may ask L1 bidder to execute 100% of order
- 4.8. Point number 4.7 will be applicable for both bids, individually based on reverse auction.
- 4.9. Necessary certification and integration with Switch will be the responsibility of the selected vendor(s) and there will no additional cost to the bank for any such certification and integration. Any certification requirement with any

regulatory/statutory/OEM agency will also be the responsibility of the selected vendor(s) at no additional cost to the bank.

- 4.10. The selected vendor(s) will be bound by the clauses of this RFP and subsequent SLA and penalties for deficiency of service will be payable as decided by the bank and the selected vendor(s) will have no recourse in the matter.
- 4.11. Any loss suffered by the bank due to any malware attack or any other fraudulent method at the ATM (CD) level will be recoverable by the bank from the selected vendor(s). As such the selected vendor(s) will have to ensure that the ATMs (CD) provided meet all security requirements and have robust systems in place to prevent such incidents. The Vendor should supply equipment and related software which is free from embedded malware/Virus. It will be vendor responsibility to update, maintain and monitor the same without any addition expenses to the bank.
- 4.12. Replacement of other assets will (ACs, UPS & Batteries etc.) and site preparation requirements will as per requirement/discretion of the bank on case to case basis and the vendor will have to accept and abide by the bank requirement in the matter.
- 4.13. Vendor should provide dedicated for project tracking, maintaining master of the ATMs and live ATM list.
- 4.14. In case the selected vendor(s) fail to initiate/execute the project as per defined timelines the bank may cancel the order to such selected vendor(s) and place the order with the net bidder who participated in the process at its discretion provide the price quoted by L1 bidder are matched. The net bidder should eligible and have to comply the entire Make in India rules as imposed by GOI. In such circumstances bank will be within its rights to claim liquidated damages from the defaulting vendor(s)
- 4.15. Any penalty/fine or any other such claim by any statutory/regulatory/government authority for not complying with law of the land or guidelines by any such authority or agency imposed on the bank will be recoverable from the selected vendor(s) and the selected vendor(s) shall have no recourse in the matter.
- 4.16. The selected vendor(s) will have to execute Integrity Pact, Non-disclosure agreement or any other agreement as specified by the bank
- 4.17. For onsite locations bank internal network connectivity to be used
- 4.18. For offsite locations the selected vendor(s) will have to provide VSAT with sufficient bandwidth not less than 16 kbps and should be upgradable for smooth functioning and other requirement for ATM services as per scope of RFP without any additional cost to bank. Vendor may consider other mode of connectivity than VSAT which is approved Bank's information security policy.
- 4.19. Successful bidder will be installing and maintaining e-surveillance systems at all these locations. The technical requirement for E-surveillance should meet the scope of work defined in APPENDIX-O
- 4.20. Vendor should provide Cash Management and Cash Replenishment Services at the CDs rolled out under this RFP as part of ATM Managed Services. While providing services, RBI and MHA guidelines, Cassette swap shall be strictly followed.
- 4.21. The Bidder or its authorized business partner should have sufficient service centers / locations which are used for storing critical spare parts. Replacement of spare parts whenever required so as to ensure availability.
- 4.22. Bidder should comply with all the guidelines issued by RBI/IBA/Govt of India and any other regulatory authority issued from time to time.
- 4.23. RBI advisory on ATM Security has to be complied with as below and issued from time to time:

- Ensuring that BIOS password is enabled at all the ATMs and that Auto run facility of “exe files” from a network or a USB port is disabled
- Deploying full hard disk encryption (FHDE) and encryption and authentication solutions to protect internal communications between the genuine ATM PC core and ATM modules, including the dispenser.
- Whitelisting of application in ATMs
- Different hood keys for all machines
- Ensuring that cash is not dispensed for power off /suspected case in EJ in line with the RBI/ OEM/NPCI/Master/Visa and any other regulatory guidelines should be certified with Bank’s switch, and also to be changed from time to time as per requirement. Any loss due to above shall be recovered from the vendor.
- System of dynamic password/token generation for the service personnel to be provided. Existing mechanism for dynamic password/OTP/token should be extended to the branch as per the Bank’s requirement for staff loading without comprising security.
- Encryption of ATM transactions by using TLS certificate, MACing etc.

5 Compliance of Statutory and other responsibility

- i. The Vendor should ensure that statutory, regulatory and all other guidelines are complied with respect to the cash in transit and held in vaulting and loaded in CD. It shall be the sole responsibility of the Vendor to obtain the required licenses, permissions etc. from local or any other authority for cash transit or vaulting
- ii. Vendor should also ensure that in case, RBI, IBA, NPCI, Master card, VISA, EMV company, Central /State govt. /Police authorities or any other law enforcement agency prescribed any new guidelines will be followed as per mutually agreed terms during the contract period.
- iii. Any penalty charged to the Bank for noncompliance with any guideline or for non-obtainment of required permissions, licenses by the Vendor will be reimbursed by the Vendor to the bank.
- iv. In the event of seizure of Bank’s cash for non-compliance of any guidelines or non-obtainment of required licenses, permissions etc. by the Vendor, all costs incurred for release of bank’s cash will be borne by the Vendor.

6. CASSETTE SWAP/MHA SERVICES ON OPEX BASIS

Vendors to replenish cash through Cassette Swap Method in terms of RBI’s letter No. RBI/2017-18/DCM (Plg.) No. 3641/10.25.007/ 2017-18 dated April 12, 2018 on Cassette Swap in ATMs.

(a) Vendors will arrange the cassettes at their own cost for replenishment and evacuation of cash under cassette swap method. Further, vendor will replenish/evacuate the cassettes as per RBI guidelines and at its own risk and responsibility. The bank will not be liable for any loss arising in this regard.

(b) The RBI and MHA guidelines applicable should be complied by Vendor.

7 Second, Third and Fourth CD installation at one site

In the event of availability of space and the transaction hits / dispense pattern, Bank may place order for installation of second, third and fourth CD at the existing location including that of e gallery. These additional CDs at such location will be required to be installed by the Vendor who has installed the first CD.

Bank may at its discretion utilize the space available in ATM cabin for passbook printer, Cash Recycler and other digital services without any cost to the Bank.

8 COMPLIANCE WITH IS SECURITY POLICY:

The Vendor shall have to comply with Bank's IT & IS Security policy in key concern areas relevant to the RFP, details of which will be shared with the finally selected Bidder. Some of the key areas are as under:

- I. Responsibilities for data and application privacy and confidentiality
 - II. Responsibilities on system and software access control and administration
 - III. Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the Vendor
 - IV. Physical Security of the facilities
 - V. Physical and logical separation from other customers of the Vendor
 - VI. Incident response and reporting procedures
 - VII. Password Policy of the Bank
 - VIII. Data Encryption/Protection requirements of the Bank
- I. In general, confidentiality, integrity and availability must be ensured
. All data are confidential and should not be disclosed to any external parties ever.
- I. The Bidder shall sign non-disclosure agreement with the bank to certify that all data shared with them or its deployed resources shall remain confidential and shall not be disclosed to any external parties ever.
- II. The ATM/ CD machines shall be hardened in line with bank's secure configuration documents (SCDs).
- III. The ATM / CD machines OS / other software shall be under support contract of their respective OEMs and get regularly patched as per OEM recommendations. The Compliance reports for the same shall be shared with bank regularly.
- IV. The Software Integrity certificate (In Bank's format) will be shared with bank before production deployment of devices.
- V. Any software module additions / change shall go through required security testing in addition to functional testing before deployment in bank environment. The version release note shall be shared with bank for the same along with confirmation comment for the same. Bidder need to comply with other existing and future policies/SOPs of the Bank related to ATM Operations/Governance etc. In addition, bidder is required to address the observations of various audits/examinations of Regulator as and when advised in the stipulated timeline.
- VI. The vendor should comply extant guidelines of RBI data localization policy and should submit the report to the Bank time to time as per the requirement

It is vendor responsibility to comply with IS Policies of Bank/RBI/regulator.

SECTION IV

QUALIFICATION CRITERION

- The qualification for selecting a bidder will primarily depend upon the level of expertise and experience, capacity and capability of the Bidder to undertake a successful installation, integration and commissioning of CD delivery channel for the customers of the Bank. The qualification criteria for eligibility of the bidder to participate in the tendering process shall be as under:

2. Eligibility Criteria:

Sr. No.	Eligibility Criteria	Proof to be submitted
1	Make In India- Percentage of local content i) Only 'Class-I local supplier' and 'Class II local suppliers' are eligible	Certificate from Statutory Auditor or cost auditor of the company or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with Registration Number and seal, countersigned by bidder and OEM Format Appendix-L and in Appendix-M (self-certification)
2	The Bidder company should be registered company under Registrar of the Companies as per the Company Act 1956/2013 or LLP/ Partnership firm and should be incorporated in India and have been in Operation for a period of at-least 3 years in India as on date of the RFP. The company should not be under liquidation / NCLT.	Certified copy of Certificate of Incorporation in case of a private limited company and Certificate Commencement of Business in case of a public limited company Certificate of registration from registrar of firms.
3	Bidder from a country which shares a land border with India, the bidder should be registered with the Competent Authority	Certified copy of the registration certificate Affidavit in Appendix-N for all bidders
4	MICRO AND SMALL ENTERPRISES (MSEs) - If bidder is willing to get benefits as per the guidelines of Public Procurement Policy issued by Government of India (Appendix-L)	Documentary proof of having registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Aadhar or any other body specified by Ministry of Micro, Small and Medium Enterprises or having Udyam Registration Certificate.

Sr. No.	Eligibility Criteria	Proof to be submitted
5	The bidder must be either the Original Equipment Manufacturer (OEM) of Cash Dispenser or its authorized representative in India. In case bidder is an authorized representative, an authorization letter from manufacturer as per Format (Manufacturer's Authorization Letter) to this effect should be furnished.	MAF as per the format Annexure -9 to be submitted.
6	The Bidder should have supplied, installed and managing minimum 1000 Cash Dispenser in Public / Private Sector Bank in India during the last 5 years as on 31/03/2021. The Bank reserves the right to inspect such installations eligibility while evaluating the Technical Bids.	Letter from the Bank/s on letter head signed by an official of concerned department in the rank of AGM or (or equivalent) above.
7	Bidder should have experience of minimum 3 years in providing the services under outsourced Model/Transaction cost model to Banks in India. Bidder should have installed and maintained minimum 1000 ATMs under CAPE/OPEX model during last 5 years as on 31/03/2021 successfully. Bidder will install ATMs from an OEM who has minimum installed base of 1000 ATMs in Banks in India as on 31/03/2021.	Letter from the Bank/s on letter head signed by an official of concerned department in the rank of AGM or (or equivalent) above. Satisfactory Letter from the Banks confirming the FLM, SLM services performed for 1000 ATMs as on 31/03/2021
8	The bidder must be having positive net worth in each year during each last three years (2018-19, 2019-20 and 2020-21)	Copies of audited financial statements for the previous 3 years to be submitted A certificate from Chartered Accountant to be provided.
9	Bidder should be a net profit-making firm (before tax) in minimum 1 year profit in last 3 years (2018-19, 2019-20 and 2020-21).	Copies of audited financial statements for the previous 3 years to be submitted A certificate from Chartered Accountant to be provided.
10	The bidder should have a minimum annual turnover of Rs. 100 crores during each of the last three financial years i.e. 2018-19, 2019-20 and 2020-21. Group company turnover will not be considered.	Copies of audited financial statements for the previous 3 years to be submitted A certificate from Chartered Accountant to be provided.
11	The bidder/OEM should not have been blacklisted/Debarred by any Public Sector Bank, RBI, IBA, Government / Government agency in India. The bidder in their company's letter shall provide undertaking to this effect.	Declaration to this effect has to be submitted by the Bidder.
12	The bidder should not have been classified as NPA by any Bank or taken over by Asset reconstruction Company (ARC) at the time of submission of bid. The bidder in their company's letter shall provide undertaking to	Declaration to this effect has to be submitted by the Bidder.

Sr. No.	Eligibility Criteria	Proof to be submitted
	this effect	
13	The bidder should have support centers in at least 100 locations at places mentioned in Annexure-11. The bidder should undertake to establish new support centers to cover all locations mentioned in Annexure -11 within the 3 months of Agreement signing.	Declaration to this effect has to be submitted by the Bidder.
14	Bidder should be an ISO 9001:2015 /27001:2013/ 20000:2011 certified or equivalent entity.	Certificate to be submitted
15	Bids should be for latest models and should not include models, which are marked to be withdrawn (End of Life) and End of Support during contract period. The CDs should be compatible with the Bank's ATM Switch "Lusis Tango provided by FSS". In future if bank move to other switch vendor should certify their machines for the same, at no cost	Declaration to this effect has to be submitted by the Bidder If Cash Dispense/ Cash Recycler should be compatible with the Bank's ATM Switch "Lusis Tango provided by FSS", certificate to be issued that selected vender will acquire the same within 30 days from the date of order
16	The bidder or the OEM should have ready model(s) having features of sensing QR code, Biometric Reader, Contactless & Card Reader (stripe & EMV). The bidder should make compatible with bank's requirements.	Declaration to this effect has to be submitted by the Bidder and specify the make and model.
17	Bidder should have centralized complaint monitoring system in place with toll free number, email for call logging	Bidder should have centralized complaint monitoring system in place with toll free number, email for call logging
18	Bidder should have its owned Managed Service Centre Operational in India and must be managed services of ATMs/Cash Acceptor Machines including but not limited to 24*7 monitoring, call escalation, FLM,SLM, replacing consumables, EJ pulling etc. for at least 1000 ATMs as on 31/03/2021.	Provide address/s of Managed Service Centers owned by the Bidder.
19	Terms and conditions laid in this RFP are acceptable to the bidder	
20	CDs proposed are capable of the meeting functional (transactional) requirements outlined in this RFP document. Bidder will demonstrate/substantiate all claims made in the Technical bid to the satisfaction of the Bank, the capability of the machine to support all the required functionalities at their cost in their lab /office/ in any other organization where the function is in use.	

NOTE:

1. Two different group companies (both with majority shareholding from a common company) submitting separate bids representing different OEMs will be disqualified
2. Bidder must comply with all the above mentioned criteria. Non-compliance of any of the criteria will entail rejection of the Bid. Copies of the relevant documents/ certificates should be submitted as proof in support of the claims made
3. Bidding on consortium basis will not be accepted. It is clarified that bids submitted as consortium shall be rejected.
4. All reference documents must be dated on or after the date of RFP. However Reference documents specified in point no .6 & 7 of Eligibility criteria should be later than from 1st April 2021.
5. The successful bidder must ensure and confirm due diligence / KYC / Physical verification of its own as well as the employees, its service providers / sub-contractors and must be able to provide documentary evidence for the same if required.
6. In case audited financial statements are not available for financial year 2020-21, copy of unaudited balance sheet to be submitted, along with the certificate of chartered accountant.
7. If any company is not able to meet profitability and / or Net worth criteria stipulated, they can still participate in the tender, provided their parent company is meeting both profitability, Net worth Criteria as desired above. In such case the bidder shall furnish performance guarantee for the contract period from the parent company issued by Scheduled Commercial bank in India (other than Central Bank of India) , in case the bidder is selected by the bank. Declaration to this effect has to be submitted by Parent company competent authority along with tender document.

3. Bidder to provide following additional certificates:

1. UL (Underwriters Laboratory Inc. USA) 291 Level 1 Certification for CD Currency Chest or CEN 1 certificate or equivalent.
2. EMV (Europay, MasterCard and Visa) Certificate for the card reader
3. ISO Certificate for manufacturing process
4. Certificate of having successfully installed and Operationalized CD with complete functionality under Tango Switch. If not, declaration to complete the same within 30 days to be submitted.
5. Certificate of PCI (DSS) Compliance of the EPP and other components as per the guidelines.
6. Certificate of compliance to all government guidelines regarding outsourcing of work if any, compliance to the Minimum Wages Act in terms of employees, service providers, sub- contractors etc.

4 MAKE IN INDIA

This RFP is governed by Government of India, Ministry of Commerce and Industry, Department of Promotion of Industry and Internal Trade (Public Procurement Section) order number P-45021/ 2/2017-B.E.-II dated 15th June 2017 for the Public Procurement (Preference to Make in India) [PPP-MII], Order 2017, revision order no. P-45021/ 2/2017-PP(B.E.-II) dated 28th May 2018, revision order no. P-45021/ 2/2017-PP(B.E.-II) dated 29th May 2019, revision order No. P-45021/2/2017-PP(BE-II) dated June 04, 2020

and subsequent **revision order no. P-45021/2/2017-PP(BE-II) dated 16th September, 2020.**

Bank will follow the above orders and guidelines on Public Procurement (Preference to Make in India) and basis of allotment will be done in terms of the same.

I. For the purpose of this tender

- a. 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry (MeitY-Ministry of Electronics and Information Technology), be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- b. 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under PPP-MII Order 2017-revised up to date.
- c. 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content minimum 20% but less than 50%, as defined under PPP-MII Order 2017-revised up to date.
- d. 'Non-local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than 20%, as defined under PPP-MII Order 2017-revised up to date.
- e. 'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- f. 'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference. The margin of Purchase Preference will be 20% in terms of Para 6 of PPP-MII Order 2017-revised up to date.

Procedure for preference under the Public procurement (Preference to Make in India) Order 2017 – (Revision) dated 16-9-2020:

II. Under Public procurement (Preference to Make in India) Order 2017 – (Revision) dated 16-9-2020 Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued.

III. Purchase Preference

- a) Subject to the provisions of PPP-MII Order 2017-revised up to date and to any specific instructions issued by the MeitY (Ministry of Electronics and Information Technology) or in pursuance of the Order as applicable on the last date of submitting the tender document, purchase preference shall be given to 'Class-I local suppliers' in procurements undertaken by bank in the manner specified here under.
- b) In the procurements of goods or works which are covered by Para II above and which are divisible in nature, the 'Class-I local supplier shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 - b-i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
 - b-ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that

quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the net higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

- c) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by bank.

IV. Margin of Purchase Preference: The margin of purchase preference shall be 20%.

V. Verification of Local Content:

- a. The 'Class-I local Supplier'/'Class-II local Supplier' at the time of tender, bidding or Solicitation shall be required to indicate percentage of local content and provide Self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/'Class-II local Supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- b. The 'Class-I Local Supplier'/'Class-II Local Supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (In respect of suppliers other than companies) giving the percentage of local content.
- c. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- d. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procuring entities.

VI. If nodal ministry is satisfied and communicates to bank that Indian suppliers of an item are not allowed to participate and /or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item as per advise of nodal ministry.

For the Purpose of above, a Supplier or bidder shall be considered to be from a country if

- (i) The entity is incorporated in that country, or
- (ii) A majority of its shareholding or effective control of the entity is exercised from that country; or
- (iii) More than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India."

3.3.2 RESTRICTION OF BIDDERS FROM COUNTRIES SHARING LAND BORDERS WITH INDIA:

As per Ministry of Finance, Department of Expenditure, Public Procurement Division's office memorandum F.No.6/18/2019-PPD dated 23.07.2020, regarding insertion of Rule 144 (i) in the General Financial Rules (GFR) 2017, any bidder from a country which shares a land border with India will be eligible to bid either as a single entity or as a member of a JV / Consortium with others, in any procurement whether of goods, services

(including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal trade (DPIIT). Political & Security clearance from the Ministries of External and Home Affairs respectively will be mandatory. However, above condition shall not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.

“The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority”

Definitions pertaining to “Restriction of Bidders from Countries sharing Land Borders with India” Clause Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

"Bidder from a country which shares a land border with India" means:

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

"Beneficial owner" will be as under:

- i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

- ii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
- v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
"Agent" is a person employed to do any act for another, or to represent another in dealings with third persons.

3.3.3: **BENEFITS TO MICRO AND SMALL ENTERPRISES (MSEs) AS PER THE GUIDELINES OF PUBLIC PROCUREMENT POLICY ISSUED BY GOVERNMENT OF INDIA:**

- Subject to Public Procurement (preference to Make in India) Order 2017-Revision dated 16-9-2020 (which requires procurement of Local content) and the fact that this RFP is for Class-I Local Supplier and class-II Supplier, eligible MSEs will be given preference as per the Procurement Policy for MSEs.
- As per the above policy, Bank reserves the rights to procure 25% of the total requirements, from Micro and Small Enterprises (MSEs) provided such MSEs are complying with the eligibility criteria and technical specifications of the RFP, quote their price within the price band of L1+15% and agree to bring down their price to L1 price.
- MSEs are also exempted from payment of cost of bid documents and submission of bid security.
- To avail the above benefits, the bidder should have registered (under MSEs Order, 2012with) with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Aadhar or any other body specified by Ministry of Micro, Small and Medium Enterprises or having Udyam Registration Certificate.
- Bidders seeking the above benefits shall submit the documentary proof for having registered with the above agencies (such as Entrepreneur's Memorandum – EM II) at the time of pre-bid meeting or during submission of the technical bids (only if the bidder is not attending the pre-bid meeting).
- Start-ups (not being MSEs) are exempted from submission of bid security but no relaxation in terms and conditions mentioned in Eligibility Criteria.

Bidders, who qualify on each and all of the above mentioned criteria, would be qualified to submit the bid and will be evaluated as per details provided further in this document. Bidder should provide full details on each of the above requirements.

SECTION V

INSTRUCTIONS TO THE BIDDERS

1. Two Bid System Tender

- 1.1 The Bids shall be submitted in two separate sealed envelopes, super-scribed as Technical bid and commercial bid, as the case may be.
- 1.2 Both of Technical & Commercial Bids must be submitted at the same time, in separate sealed envelopes super subscribing the full particulars as mentioned below at the Bank's given address.
- 1.3 L1, L2, L3 bidders will be identified after reverse auction process. Order will be placed in the ratio 50:30:20 subject to L2 and L3 match prices of L1, in case L2 bidder is not willing/able to match the quote of L1 bidder then the offer will be extended to L3 bidder or in that order to the next. In case, other than L1 bidder, only one bidder matches L1 price then order will be placed to 2 successful bidders in ratio of 60:40 (L1 and other successful bidder), in rare event no other bidder is ready to match with L1 quote, Bank at its discretion may ask L1 bidder to execute 100% of order

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

- 2.1. Type of Bid (Technical or 2 separate Commercial Bid envelopes)
- 2.2. Bid Reference Number Central Bank of India, Tender No.
- 2.3. Due Date
- 2.4. Name of Bidder

3. The Bank will not be responsible for payment to sub-Bidders.

4. Both the Technical and Commercial Bids should cover all activities involved in complete implementation and integration of the proposed solution.

5. These two envelopes containing the Technical and Commercial Bid should be separately submitted. Please note that if any envelope is found to contain both Technical and commercial bid, then that bid will be rejected summarily. All documents submitted with the bids must be properly bound and indeed. No loose papers should be submitted in the bids.

6. Bids received after due date and time will not be entertained; However, Bank's decision in this regard shall be final looking into the factual circumstance.

7. OPENING OF QUOTES:

7.1. STAGE –I:

Only the Technical Bids will be Opened and evaluated. Those bidders satisfying the technical requirements of the solution as determined by the Bank and the eligibility criteria and accepting the Terms and conditions of this document shall be short-listed. If the bank is not satisfied with the technical specifications and/or the feasibility of the technical offers or the eligibility criteria, the offers will be technically disqualified. Such technically disqualified offers will not be taken for further processing and no correspondence shall be

entertained in this regard. The technical offer must not contain any commercial offer. The technical offers found to be containing any commercial offer, shall be summarily rejected.

7.2. STAGE II:

In this stage, the Commercial Bids from only those bidders, which are technically qualified, will be Opened.

8. BID LANGUAGE

The bid submitted by the Bidders with all enclosures and other supporting documents should be in English language with font size 12.

9. FORMAT AND SIGNING OF BID

An accompanying letter is required with the bid, which should be signed by an authorized signatory of the bidder.

10. AUTHORITY TO SUBMIT BID

Each tender will be submitted in the legal name of the Bidder and shall be signed and duly stamped by the Bidder or a person duly authorized to sign on behalf of the Bidder.

11. ELIGIBILITY CRITERIA

Only Bidders, who fulfill all the qualifications mentioned in 'eligibility criteria' of the tender are eligible to participate in the tender. The Bank reserves the right to relax or enhance the eligibility criteria depending on the merits and may accept/reject any or all of the offers without assigning any reason whatsoever.

12. TERMS AND CONDITIONS

Terms and conditions for the Bidders who participate in the tender are specified in the section called "Terms and Conditions". These terms and conditions will be binding on all the Bidders. These terms and conditions will also form a part of the purchase order, to be issued to the successful Bidder on the outcome of the tender process.

13. NON-TRANSFERABLE TENDER

This tender document is not transferable. Only the party, which has purchased this tender, is entitled to quote.

14. OFFER VALIDITY PERIOD

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

15. ADDRESS FOR COMMUNICATION

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

**Deputy General Manager Central bank of India
DP & TB department, 1st Floor Central Bank of
India Building 55 MG Road, Fort, Mumbai.**

16. MODIFICATION AND WITHDRAWAL OF OFFERS.

The Bidder may modify or withdraw the offer after its submission, provided that written notice of the modification or withdrawal is received by The Bank prior to the closing date

and time prescribed for submission of offers. No offer can be modified by the Bidder, subsequent to the closing date and time for submission of offers. In case of the successful bidder fail to execute the contract, the bank had the right to forfeit the EMD deposited and bidder will be debarred from the bank's all future bidding processes for one year from the date of withdrawal.

17. OPENING OF OFFERS BY CENTRAL BANK OF INDIA

17.1. Technical bid will be Opened by tender Opening committee in the presence of Bidder's representatives who choose to attend the Opening of the tender on the specified date and time as mentioned earlier in the tender document. The representative of the bidder required to submit an authority letter to participate in the bidding process.

17.2. The Bidder's representatives present shall sign a register of attendance.

18. PRELIMINARY SCRUTINY

18.1. The Bank will scrutinize the offers to determine whether they are 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.

18.2. The Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer. Minor non-conformity means which do not have any material impact or financial impact. This shall be binding on all Bidders and The Bank reserves the right for such waivers.

19. CLARIFICATION OF OFFERS

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

20. NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER

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

21. DOCUMENTATION

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

21.2. Make and model numbers of all the items quoted`

21.3. Specifications of all items asked along with technical specifications table.

21.4. Version number in case of software packages. It is required to indicate if the software requires any particular version of the operating system for compatibility etc.

21.5. Software(s), which will be supplied free, and the ones that will be License/charged for, should be clearly indicated. Restrictions on software usage, if any, should also be mentioned.

22. CREDENTIALS:

The technical offer must contain credentials of the Bidder, which shall clearly indicate that the Bidder is eligible by all means in tendering process. The responsibilities to prove the eligibility of the Bidder to participate in the tendering process is on Bidder himself.

23. SUBMISSION OF TECHNICAL DETAILS

It is mandatory to provide the technical details in the exact format of Technical Details column given in the technical specifications. The Bank may not evaluate the offer in case of non-adherence to the format or partial submission of technical details as per the format given in the tender. The Bank will not allow/permit changes in the technical specifications once it is submitted. The relevant product information brand and model number offered, printed product brochure, technical specification sheets etc. should be submitted along with the offer. Failure to submit this information along with the offer could result in disqualification. (Please refer Annexure 7)

24. MAKE AND MODELS OF THE EQUIPMENT

It is mandatory to provide make, model and part number of all equipment and their subcomponents as asked in the technical specification. The offer may not be evaluated and/or will be liable for rejection in case of non-submission or partial submission of make, model and part numbers of the items offered. Please note that substituting this information by just brand name is not enough. All the machines should be new and with latest configuration and should be not be refurbished machines or renewed.

25. FORMAT FOR TECHNICAL OFFER:

The technical offer must be made in an organized, structured and neat manner. Brochures, leaflets etc. should be submitted as a bound document and not in loose form. The suggested format for submission of technical bid is as below:

- Index.
- Compliance Certificate (This should be as per Annexure 2)
- Bidder Profile as per Annexure 3
- Details of Track record as per Annexure 4
- Details of Service Centers as per Annexure 5
- Compliance checklist for qualification criterion as per Annexure 6
- Technical Offers with specification as given in Annexure 7 completed with all columns filled
- Manufacturer's authorization form as per Annexure 9.
- Terms and conditions compliance table in the following format. This table must cover all the terms and conditions specified in the tender document.

Term No.	Short description of term	Complied Yes/No	Detailed explanation, about Deviation, if not complied
1			

- Warranty and AMC details (for all relevant schedules.) This should not contain any price information.
- Delivery and implementation as per project implementation schedule as specified in this

document.

- Technical document (Product Brochures, leaflets, manuals etc.) an index of technical documentation submitted with the offer must be enclosed.
- Systems software details.
- Valid Bank Draft as Earnest Money Deposit.
- Bidder's financial details (Audited Balance sheet etc. and other supporting documents as asked in the tender document).

26. FORMAT FOR COMMERCIAL OFFER

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

- Index
- Covering letter
- Commercial Bid and Price Schedule (as per Annexure 8a). This must contain all price information. This commercial offer should strictly adhere to our format and offers, which are not in that format, may be liable for rejection.

27. ERASURES OR ALTERATIONS

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. Central Bank Of India may treat offers not adhering to these guidelines as unacceptable.

28. CD ROLLOUT

The Corporate Office of Central Bank of India is floating this tender. The installation of CD sites shall be at various locations throughout India.

29. COSTS & CURRENCY

The offer must be made in Indian Rupees only, including the following:

1. Basic Cost of services.
- 2 Insurance to cover equipment, cash and related services shall be Bidders' responsibility.
3. All costs should be given in Figures and Words
- 4 The rate would be based on fixed prices except GST (Goods and Services Taxes) that shall be payable as per applicable structure laid down under GST Law.

30. FIXED PRICE AND TAXES

(A) The commercial offer shall be on a fixed price basis, exclusive of all taxes and levies. No price variation relating to increases in applicable taxes, dollar price variation etc. will be permitted. The Bidder shall pay any other Tax being applicable after placement of order, during currency of the project only.

B) Taxes:

- 1- The consolidated fees and charges required to be paid by the Bank against each of the

specified components under this RFP shall be all-inclusive except GST/applicable taxes. The service provider shall provide the details of the taxes applicable in the invoices raised on the Bank. Accordingly, the Bank shall deduct at source, all applicable taxes including TDS from the payments due/ payments to service provider. The applicable tax shall be paid by the service provider to the concerned authorities.

2- In case of any variation (upward or down ward) in Government levies / taxes / etc. up-to the date of providing services , the benefit or burden of the same shall be passed on or adjusted to the Bank. If the service provider makes any conditional or vague offers, without conforming to these guidelines, the Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly.

3- Goods and Services Taxes (GST) and its Compliance

(i) Goods and Services Tax Law in India is a Comprehensive, multi-stage, destination-based tax that will be levied on every value addition. Vendor shall have to follow GST Law as per time being enforced along with certain mandatory feature mentioned hereunder-

(a) TDS (Tax Deducted on Source) is required to deduct as per applicable under GST Law on the payment made or credited to the supplier of table goods and services. It would enhance the tax base and would be compliance and self-maintaining tax law based on processes. The statutory compliances contained in the statues include obtaining registration under the GST law by the existing assesses as well as new assesses, periodic payments of taxes and furnishing various statement return by all the registered table person.

(b) It is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit (ITR) to the Bank by way of commensurate reduction in the prices under the GST Law.

(c) If vendor as the case may be, is backlisted in the GST (Goods and Services Tax) portal or rating of a supplier falls below a mandatory level, as decided time to time may be relevant ground of cancellation of Contract.

4- Bank shall deduct tax at source, if any, as per the applicable law of the land time being enforced. The Service provider shall pay any other taxes separately or along with GST if any attributed by the Government Authorities including Municipal and Local bodies or any other authority authorized in this regard.

31. PRICE COMPARISON

Central Bank of India will consider the Five years for the purpose of price comparisons in each category.

32. THE TOTAL COST OF OWNERSHIP

The Bidder will quote the indicative rates as per the format enclosed in Annexure 8a.

33. L1 CALCULATION:

Reverse auction will be carried out for rate of financial transaction as detailed in Annexure -

8a, The Bank reserves the right to give the order as categorized above to one or different Bidders

34. SHORT-LISTING OF BIDDERS

Central Bank of India will create a short-list of technically qualifying Bidders and the indicative commercial offers of only these Bidders will be opened. These Bidders will have to participate in the Reverse Auction to arrive at the successful (L1) bidder. Bank will set the base price each line item wise and bidder shall bid on the commercial line items. After the successful Reverse Auction, the bidder who emerged as the L1 bidder will submit the revised commercial offer in line with the lowest bids submitted during Reverse Auction. The price for each line item should be in line to the instructions as communicated prior to reverse auction.

The Bidder has to submit the revised commercials on the final reverse auction price and the all line items breakup should be of the same percentage as provide prior to the reverse auction.

The Bidder awarded the contract will be bound to sign one agreement based on the Terms & Conditions laid in the RFP and the subsequent clarifications/modifications/enhancements hereafter.

35. REPEAT ORDER:

The Bank reserves the right to place orders for additional 25% of the quantities specified in this RFP at the same terms and conditions within 1 year from the date of purchase order.

36. PURCHASE PREFERENCE TO PUBLIC SECTOR ENTERPRISES:

The prevailing Purchase preference policy of the Government for Public Sector Enterprises as per CVC circular DPE13 (12)/2003 – Fin. Vol. II dated 18/07/2005 will be applicable. Preference will be given to PSEs at the lowest acceptable price. Under this policy, other things being equal, purchase preference will be granted to the PSEs at the lowest valid price bid (L1), if the price quoted by the CPSE is within 10% of the L1 price. The Bidder availing this preference policy should claim and produce a proof of the same while submitting their offers. Purchase preference policy of the Government for Public Sector Enterprises should not contravene to the make in India Clause.

37. BANK'S RIGHTS:

The Bank reserves the right to accept or reject any Bid /offer received in part or in full, and to cancel the Bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected or Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

The Bank reserves the right to modify any part of the tender or cancel the RFP/tender before submission of bids

Bank reserves the right to cancel the entire Bidding / procurement process at any stage without assigning any reason whatsoever

SECTION-VI

TERMS AND CONDITIONS OF THE TENDER

1. TECHNICAL INSPECTION AND PERFORMANCE EVALUATION

Central Bank of India reserves its right to carry out a technical inspection and performance evaluation (bench-marking) of machines offered by short-listed Bidders.

2. CD DEPLOYMENT.

Selected Bidder will complete installation/commissioning and managed services of 2600 Cash Dispensers(Including 50 Mobile ATMs) under OPEX Model. Details of CD site design & specification, infrastructure specification and technical specification of infrastructure equipment's, is attached vide Annexure 7

Successful Bidder as part of project implementation should obtain acceptance certificate or sign off report (Acceptance tests include Operationalization of CD and implementation of CD services as outlined in the RFP) from the concerned / base branch.

For smooth completion of the project the bidder should identify one representative at all Regional / Zonal office locations of Bank and Mumbai as a single point of Contact for the Bank. Similarly one representative / project manager should report progress to the Digital Payments & Transaction Banking Dept., Central office.

The representatives nominated for the project should coordinate/monitor and report to Digital Payments & Transaction Banking Dept., Central office, regarding implementation of the Project, through the project manager.

3. INSURANCE:

It is the sole responsibility of the Vendor to obtain adequate insurance cover for the Cash in transit, cash held in cassettes of CD/ATM machine, cash held in Vault, the assets of CD, UPS, AC, network equipment's and other infrastructure deployed for implementation of the project. The Vendor is responsible to reimburse the Bank the loss of Cash in transit, cash held in CD/ATM machine, cash held in Vault of CMA without waiting for settlement of Insurance claim. Such reimbursement should be done within 15 days of the incident. In case the Vendor does not reimburse such amount within 15 days, such cash loss will be recovered from the net payment due by the Bank to the Vendor along with 2% interest per month or part thereof.

Insurance of Cash in CD, Cash in Transit and Cash in Vault

- a) The Vendor should ensure that the entire cash of the Bank handled by it, whether kept in the vault and /or in transit and / or held in CD is adequately insured. Insurance value should be as per the actual value of cash being handled at each Vault location and in Transit and held in CD.
- b) Vendor should submit copy of Cash insurance cover to the Bank as and when requested by the Bank.

- c) In case of any cash Loss, the Vendor should reimburse the loss amount to the Bank immediately, without waiting for settlement of Insurance claim.
- d) Assets of CD, UPS, AC, network equipment's and other infrastructure deployed for implementation of the project should be insured and any damage to such assets impacting Operation of ATM should be replaced without waiting for insurance claim.

4. RIGHT TO ALTER QUANTITIES

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

5. BRAND OF CD & CR, MANUFACTURER, MODEL

Bidders should offer a model that is state of the art, multifunctional, energy-efficient and which can be supported for a period of at least 7 years after installation. Model numbers of machine quoted should be clearly mentioned. Deviations in technical specifications should be clearly indicated. Minor deviations from the specifications in the current models will not be a reason for rejection of the technical bid as long as the bidder indicates that it can provide the specifications sought by the bank.

The Bidder is liable to bear the full cost of upgrading the Hardware, Software (including Operating System) for any future Operating System Patch, Operating System Upgrade, security patches etc. which require the Hardware or Software of the ATMs to be upgraded. All Such upgrades shall be without any additional cost to the Bank for the entire contract period of 5 years and extended period. Non-compliance of regulatory guidelines as required by Bank on agreed terms shall attract penalty levied by Regulator and entire loss suffered by the bank due to non-compliance will be recovered from Bidder. Therefore, it is recommended that bidders install ATMs with higher configurations than the minimum specifications mentioned in this RFP.

6 Disposal of Old/Damaged/Vandalized CDs and/or other Assets such as AC & UPS :

Bank also proposes to replace old, obsolete and damaged ATMs/CDs/ACs/UPS which are beyond repair. Under the commercial bid format, Commercial bid is invited for quoting rates for disposal of our existing old ATMs/CDs/ACs/UPS (of any make) which may be in working/non-working condition at various locations of our Bank and which are old or which are damaged/ vandalized beyond repair.

6.1 The rates are to be offered under the buy-back arrangement on "as is where is basis". The quotation should be uniform for the buy-back of ATMs/CDs/ACs/UPS all across geographical locations/types of location ATMs/CDs/ACs/UPS make. All expenditure related to transportation, de- installation, de-grouting (if required) etc. will be borne by the bidder under the buy-back of an old ATMs/CDs/ACs/UPS.

6.2 The buy-back will be done as per Bank requirement for existing machines being discontinued. Bidder will have to bear all related cost in the process including transportation, de-installation and de-grouting (if required).

6.3 Orders for the ATMs/CDs along with the related accessories under the buy-back scheme may

not be placed in bulk and shall be placed periodically as per requirement of the bank and at its discretion during contract period. Bank reserves the right to modify/ increase/ decrease the number of ATMs/CDs and other equipment under buyback.

6.4 Bidders will have to ensure that the old machines under the buyback will be taken to their respective plants and scrapped strictly under the "E-Waste (Electronic Waste) scrapping methods using eco-friendly processes authorized by the Pollution control board and as per the E- Waste management and handling rules issued by Ministry of Environment & Forests and other government agencies from time to time. Also, the Hard Disk Drives (HDD)/EPP of ATMs/CDs earmarked for buyback shall be degaussed before dislocating the ATMs/CDs from their current locations. A certificate for degaussing of HDDs and E-Waste scrapping shall be submitted by the bidder in their bid. Commercial Rates offered to the Bank for disposal of such old/damaged/vandalized ATMs/CDs/ACs/UPS are to be quoted.

6.5 Other assets like air conditioners UPS Batteries etc. will also be under buyback in case bank decided to replace them on case to case basis and the selected vendor(s) will have to unconditionally accept the same for buyback on as is where is basis

7. PREDISPATCH INSPECTION:-

7.1 Bank may conduct the pre-dispatch inspection as a onetime inspection at the beginning of the project. However, Bank shall be free to carry out such inspection as and when required. The bidder shall make all necessary arrangement for this purpose.

7.2 The Bidder to give a categorical undertaking after the inspection that the inspected standard configuration will be maintained throughout the Contract period

7.3 Bank retains the right to oversee successful bidder's services; and that any regulatory agency including the Reserve Bank of India shall not be impeded from carrying out its supervisory functions and objectives as it may relate to the services provided by Bidder. Therefore Bank and Reserve Bank of India shall have access to all books, records and information of the bank available with Bidder and such information shall remain protected.

8 ACCEPTANCE TEST

The system is subject to an Acceptance test. Bidder has to arrange for performing the Acceptance Test in the presence of official of the Bank at the time of installation of the CD machine or any other date and time mutually acceptable to the bank and bidder. Acceptance Test will have to be invariably performed by the Bidder after commissioning of the CD and in case of any deficiencies, the defective parts will be replaced / machine will be replaced by the bidder. Acceptance test will include physical, functional as well as technical testing.

9 . ACCEPTANCE OF ORDER:

9.1 The bidder shall give acceptance within 5 working days from the date of receipt of the order. Bidder should provide centralized email address/s for enabling the ATM DEPT. Central Office to send the scanned copies of the Purchase Order through email. The date of sending such email will be deemed as the date of placing of order by the Bank. Bidders will respond by accepting the purchase order through email to the concerned Office maximum within 5 working days.

9.2 If email for acceptance of order/ any issue or query raised by the bidder before accepting the order, is not received within five days, then the PO will be deemed to have been accepted and

in such cases the fifth day from the date of email of the Office will be deemed as the date of acceptance.

- 9.3 Upon receipt of Purchase Order, bidder will ensure a visit to the site for which Purchase Order has been placed, if required, by an engineer/company representative to study the feasibility of installation of CD /Site Preparation and also suggest requirements / prerequisites for commissioning the ATM/CD Site Preparation.

SITE SPECIFICATIONS

TERMS & CONDITIONS FOR CIVIL, INTERIOR, ELECTRICAL & AIR CONDITIONING WORKS FOR THE SITE

NOTE: In case Special Conditions & General Conditions contradict, the conditions laid down in General Conditions shall supersede the special conditions.

SPECIAL CONDITIONS:

1. BIDDER'S OBLIGATIONS

The Bidder shall not be entitled to any compensation for any loss suffered by the Bidder on account of delays in commencing or executing the Site Implementation Services, whatever the cause for such delays may be, including delays in procuring Government controlled or other materials.

1.1 Bidder may co-ordinate and follow-up with local / statutory authorities to help Bank in getting necessary approvals. Statutory dues payable to Government/local authorities shall be reimbursed to the Bidder on submission of Receipts.

1.2 The Bidder shall produce prototype of all the different item of furniture to be made, without any additional cost for the Bank's approval in writing.

1.3 The method of measuring various item of work shall be done generally as described in the relevant items of work. In case of any doubt the mode of measurements shall be in accordance with the latest Indian Standard Code of .Procedure for method of Measurement of Building Works (IS0:1200)

1.4 The Bidder at the Site shall maintain the following facilities.

- (a) Printed time schedule displayed properly.
- (b) All the drawings which will be furnished to the Bidder for the provision of the Site Implementation Services.
- (c) The Bidder shall keep all the drawings in proper condition and will not be permitted to remove the same from the Site for any reason whatsoever. They shall be available for inspection at all times by the Bank's architect and its authorized representatives.
- (d) A regular muster roll shall be maintained daily indicating the designation of all the persons employed at Site.

1.5 The selected Bidders shall co-Operate with the other contractors working at Site to the maximum possible extent in accordance with advice of the architect.

1.6 The selected Bidder shall properly safeguard against damage or injury to the public and to any property or thing and shall alone be responsible for any such damage and injury to any person or persons or thing arising in connection with the provision of the Site Implementation Services. The Bidder shall protect, indemnify and hold harmless the Bank against any or all claims for any such injury or damage.

1.7 The work in every respect during the progress and till final acceptance by the Bank, including raw materials delivered to the job Site to be incorporated or used in construction of the work shall be carried out by the Bidder at its own risk. Any loss or damage to such material or work by the Bank shall immediately be replaced/made good by the Bidder at its own expense.

1.8 The Bank shall have full right for inspecting the work at the Bidder's works or at any place from which the material is obtained. Acceptances of any materials shall in no way relieve the Bidder of its responsibility for meeting the requirements and/or analysis not called for in the specifications shall be borne by the Bank in case the material or work is found defective or of inferior quality. The tests and/or analysis shall be done in the laboratory approved by the architect and the Bidder shall permit the Bank and/or its architects or their authorized representative to be present during any of the tests and/or analysis.

2. COMPREHENSIVE INSURANCE

2.1 The Bidders shall indemnify the Bank against all claims which may be made against the Bank by any member of the public, or third party in respect of anything which may arise in consequence of the Bidder carrying out the Site Implementation Services and shall at its own expense arrange to effect and maintain up to one month after the end of the Term with an office approved by the Bank a policy of insurance in the joint names of the Bank and the Bidder and deposit such policy or policies with the Bank from time to time during the currency of this Agreement. The Bidder shall also indemnify the Bank against all claims which may be made upon the Bank under the Workman's Compensation Act or any other statute in force during the currency of this Agreement or at common law in respect of any employee of the Bidder or any sub-contractor, and shall at its own expenses effect and maintain up to one month after the end of the Term a policy or policies of insurance in the joint names of the Bank and the Bidder as aforesaid. The Bidder shall be responsible for anything that may be excluded from the insurance policies and also for all other damage to any property arising out of the improper provisions of the Site Implementation Services.

2.2 The Bidder shall also indemnify the Bank in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation or damage arising there from. The Bank shall be at liberty and is hereby empowered to deduct the amount of any damages, compensation costs, charges and expenses arising from any claims made against the Bank from any sum or sums due or to become due to the Bidder.

3. WORKMAN AT SITE

The bidder's work people shall not live on the clear site at any time throughout the agreement nor trespass beyond the limits of the clear site. The bidder will be held responsible for any acts of trespass by its work people.

4. DIMENSIONS

Figured dimensions are to be taken in preference to scaled dimensions in all cases. Before commencing any work the bidder shall verify all measurements. If any discrepancies are found they shall immediately be brought to the notice of the interior designer in writing.

5. DISCREPANCIES

All items shown on the drawings or specification are taken to be included at site. Any discrepancies which occur, in either the drawings or the specifications shall immediately be brought to the attention of the interior designer in writing.

6. CUTTING AND MAKING GOOD

Where it is found necessary to interfere with existing finished work in order to execute this Agreement, the Bidder will be required to do all necessary work at his own expenses. Only "approved" hangers and bolts or other metal fixing devices shall be used to secure frames, panels and other units in position. Wooden plugs will not be permitted. Holes shall be formed with electric drills wherever possible. Structural members shall not be cut or drilled without the prior written consent of the project engineer appointed by the Bank (the "Project Engineer").

7. MAINTENANCE AND GUARANTEE

The Site Implementation Services shall be completed to the satisfaction of the Bank. The Bidder shall without additional charge to the Bank renew or replace any works which prove faulty from workmanship or materials and fully maintain the whole installations for a contract period and extended period after the Acceptance Date of the relevant Site.

8. PREVENTION OF SPOIL DUMPING

The Bidder shall take all reasonable steps at his cost to prevent spoil, rubbish, debris, surplus materials etc. arising from the work being dumped on an area other than a recognized or approved tipping area and the Bidder shall be held responsible for and shall indemnify the Bank against any claim or loss arising there from.

9. LEAVE PERFECT:

The Bidder shall remove all rubbish and superfluous material at his cost from the site of the works with all reasonable speed from time to time and at completion. On no account shall WC's or the Bank's receptacles to be used for this purpose

GENERAL CONDITIONS

1. BANK'S RIGHTS

The Bank has the following rights, which are set out in the manner as below:

1.1 The Bank shall at its discretion appoint the Project Engineer. The Bank may also determine the number of Project Engineers and the supporting staff at site office to assist them and also whether the Project Engineer shall be temporary or permanent. As far as possible, the Project Engineer should assume charge of his post before the Bidder reports on Site of work. Where more than one Project Engineer is appointed, one of them shall be designated as Senior Project Engineer by the Premises/Business Support Department of the Bank and the other Project Engineer shall be reporting to the Senior Project Engineer wherever PMC is engaged, Project Engineer, if any, will work in close co-ordination with PMC.

2. BIDDER'S OBLIGATIONS:

2.1 The Bidder shall do the following:

- 2.1.1 The Bidder shall carry out the work in accordance with drawings, specifications, the schedule of quantities and any further drawings, which may be supplied, or any other instruction, which may be given by the Bank during the execution of the work.
- 2.1.2 The Bidder shall conform to the provisions of all local bye-laws and statutory provisions applicable to the carrying of the Site Implementation Services and of any company with whose system the structure is proposed to be connected. The Bidder shall give all notices required by said Act Rules, Regulations and Bye-laws, etc.
- 2.1.3 The Bidder shall provide everything necessary for the proper execution of the work according to the intent and meaning of the drawings, schedule of quantities and specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from and if the Bidder finds any discrepancies therein it shall immediately and in writing, refer the same to the Bank whose decision shall be final and binding.
- 2.1.4 The Bidder shall provide for ground and fresh water for carrying out of the Site Implementation Services at its own cost. The Bank shall on no account be responsible for the expenses incurred by the Bidder for hired ground or fresh water obtained from elsewhere. The Bidder shall also arrange electrical power for the execution of the work.
- 2.1.5 The Bidder shall supply, fix and maintain at its own cost, for the execution of any work, all tools, tackles, machineries and equipment and all the necessary centering, scaffolding, staging, planking, timbering, strutting, shoring, pumping, fencing, boarding, watching and lighting by night as well as by day required not only for the proper execution and protection of the said work but also for the protection of the public and safety of any adjacent roads, streets, walls, houses, buildings, all other erections, matters and things and the Bidder shall take down and remove any or all such centering, scaffolding, planking, timbering, strutting, shoring etc., as occasion shall be required or when ordered so to do, and shall fully reinstate and make good all matters and

things disturbed during the execution of works to the satisfaction of the Bank.

- 2.1.6 The Bidder from the time of being placed in possession of the Site must make suitable arrangements for watching, lighting and protecting the work, the Site and surrounding property by day, by night, on Sundays and other Holidays.
- 2.1.7 Bidder shall indemnify the Bank against any possible damage to the building, roads, or members of the public in course of execution of the work.
- 2.1.8 The Bidder shall provide necessary temporary enclosures, gates, entrances, etc., for the protection of the work and materials and for altering and adopting the same as may be required and removing on completion of the works and making good all works disturbed.
- 2.1.9 The Bidder shall provide proper storage and adequate protection of the materials, etc., and other work that may be executed on the Site including the tools and materials or sub-contractors and remove the same on completion.
- 2.1.10 Cement room shall be for storing about six week's requirement of cement and stored as per norms with a stack of 10 bags each and 2 feet Opening all around with 2 feet passage of each stack. Structure shall be water-proof from all the side and top. Cement should be stored one foot above the ground level having pucca raised floor.
- 2.1.11 Reinforcement bars shall be stored above the ground level to prevent the same from getting rusted.
- 2.1.12 All measuring tapes shall be of steel and suitable scaffolding and ladders that may be required for safely taking measurement and shall be supplied by the Bidder.
- 2.1.13 The mistries and the supervisors on the works shall carry with them always a one meter or two meter steel tape, a measuring tape of 30 meters, a spirit level, a plump CENTRAL BANK OF INDIA and a square and shall check the work to see that the work is being done according to the drawing and specifications, the Project Engineer shall use any or all measuring instruments or tools belonging to the Bidder as it chooses for checking the works executed or being executed on the Agreement.
- 2.1.14 The Bidder shall set out the works and shall be responsible for the true and perfect setting out of the work and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time, any error shall appear during the progress of any part of the work, the Bidder shall at his own expenses rectify such error, if so called upon to the satisfaction of the Bidder.
- 2.1.15 The Bidder shall, if required by the Bank carry out tests on materials and workmanship in approved materials testing laboratories or as prescribed by the Bank at its own cost to prove that the materials, etc., under test conform to the relevant I.S.I standards or as specified in the specifications. The necessary charges for preparation of mould (in case of concrete cube) transporting, testing, etc., shall have to be borne by the Bidder. No extra payment on this account should in any case be entertained.
- 2.1.16 All the materials (except where otherwise described) stores and equipment required for the full performance of the work under the Agreement must be provided through normal channels and must include charges for the best of their kind available and Bidder/s must be entirely responsible for the proper and efficient carrying out of the work. The work must be done in the best workman like manner. Samples of all materials to be used must be submitted to the Bank when so directed by the Project Engineer and written approval from Bank must be obtained prior to placement of

order.

- 2.1.17 The Bidder shall, during the inclement weather, suspend concreting and plastering for such time as the Project Engineer may direct and shall protect from injury all work when in course of execution. Any damage (during constructions) to any part of the work for any reasons due to rain, storm, or neglect of Bidder shall be rectified by the Bidder in manner approved by the Bank at no extra cost. Should the Site Implementation Services be suspended by reason of rain, strike, lock- outs or any other cause, the Bidder shall take all precautions necessary for the protection of work and at its own expenses shall make good any damage arising from any of these causes.
- 2.1.18 The Bidder shall cover up and protect from damage, from any cause, all new work and supply all temporary/doors, protection to windows, and any other requisite protection for the execution of the work and any damage caused must be made good by the Bidder at his own expenses.
- 2.1.19 The Bank shall during the progress of the work have power to order in writing from time to time the removal from the work within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Bank are not in accordance with specification or instructions, the substitution or proper re-execution of any work executed with materials or workmanship not in accordance with the drawing and specifications or instructions. In case the Bidder refuses to comply with the order, agencies to carry out the work and all expenses consequent thereon or incidental thereto as certified by the Bank, shall be borne by the Bidder or may be deducted from any money due to or that may become due to the Bidder. No certificate, which may be given by the Bank, shall relieve the Bidder from his liability in respect of unsound work or bad materials.
- 2.1.20 The Bidder if desires to substitute any materials and workmanship, the Bidder shall obtain the approval of the Bank in writing for any such substitution well in advance. Materials designated in this specification indefinitely by such term as “Equal” or “Other approved” etc. specific approval of the Bank shall be obtained in writing.

3. ACCESS

- 3.1 Any authorized representative of the Bank shall at all reasonable times have free access to the works and/or to the workshops, factories or other places where materials are being prepared or constructed for the work and also to any place where the materials are lying or from where they are being obtained, and the Bidder shall give every facility to the Bank or their representatives necessary for inspection and examination and test of the materials and workmanship.
- 3.2 Except the representatives of the Bank no person shall be allowed at any time without the written permission of the Bank.

4. MATERIAL, WORKMANSHIP, SAMPLES. TESTING OF MATERIALS

All the works specified and provided for in the specifications or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and most workmanlike manner with materials of the best and approved quality of the respective

kinds in accordance with the particulars contained in and implied by the specifications and as represented by the drawings or according to such other additional particulars, and instructions as may from time to time be given by the Bank during the execution of the work, and to its entire satisfaction.

5. BIDDER'S EMPLOYEES

- 5.1 The Bidder shall employ technically qualified and competent supervisors for the work who shall be available (by turn) throughout the working hours to receive and comply with instruction of the Bank. The Bidder shall engage at least one experienced engineer as site-in-charge for execution of the work. The Bidder shall employ in connection with the work persons having the appropriate skill or ability to perform their job efficiently.
- 5.2 The Bidder shall employ local laborers on the work as far as possible and no laborer below the age of eighteen years or who is not an Indian National shall be employed on the work site
- 5.3 Any laborer supplied by the Bidder to be engaged on the work on day-work basis either wholly or partly under the direct order or control of the bidder or his representative shall be deemed to be a person employed by the Bidder.
- 5.4 The Bidder shall comply with the provisions of all labor legislation and laws of the land, including the requirements of
 1. The Payment of Wages Act
 2. Employer's Liability Act
 3. Workmen's Compensation Act
 4. Contract labor (Regulation & Abolition) Act, 1970 and Contract Rules 1971.
 5. Apprentices Act 1961
 6. Any other Act or enactment relating thereto and rules framed there under from time to time.
- 5.5 The Bidder shall keep the Bank indemnified against claims if any of the workmen, its employees employed in performing the Site Implementation Services and all costs and expenses as may be incurred by the Bank in connection with any claim that may be made by any workmen.
- 5.6 The Bidder shall comply at its own cost with the order of requirement of any Health Officer of the State or any local authority or of the Bank regarding the maintenance of proper environmental sanitation of the area where the Bidder's labourers are housed or accommodated, for the prevention of small pox, cholera, plague, typhoid, malaria & other contagious diseases. The Bidder shall provide, maintain and keep in good sanitary condition adequate sanitary accommodation and provide facilities for pure drinking water at all times for the use of men engaged in the implementation of the Site Implementation Services and shall remove and clear away the same on completion of the Site Implementation Services. Adequate precautions shall be taken by the Bidder to prevent nuisance of any kind or the works or the land adjoining the same.
- 5.7 The Bidder shall arrange to provide first-aid to its employees /workmen engaged in carrying out Site Implementation Services. The Bidder shall within 24 hours of the occurrence of any accident at or about the Site or in connection with execution of the works, report such accident to the Bank and also to the competent authority where such report is required by law.

6. DISMISSAL OF WORKMEN

The Bidder shall on the request of the Bank immediately dismiss from works any person employed by the Bidder, who may in the opinion of the Bank be unsuitable or incompetent or who may misconduct himself. Such discharges shall not be the basis of any claim for compensation or damages against the Bank or any of their officer or employer.

7. ASSIGNMENT

The Bidder shall execute the Site Implementation Services and the Bidder shall not directly or indirectly sub-contract any part of the Site Implementation Services without prior written consent of the Bank and no sub-contracting shall relieve the Bidder from the full and entire responsibility of the performance of the Site Implementation Services.

8. DAMAGE TO PERSON AND PROPERTY INSURANCE ETC.

The Bidder shall be responsible for all injury to the work or workmen to persons, animals or things and for all damages to the structural and/or decorative part of property which may arise from the Operations or neglect of himself or of any sub-contractor or of any of his or a sub- contractor's employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this Site Implementation Services. The clause shall be held to include inter-alia, any damage to buildings whether immediately adjacent or otherwise, and any damage to roads, streets, foot paths or ways as well as damages caused to the buildings and the Bank and hold harmless in respect of all and any expenses arising from any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of compensation or damage consequent upon such claim.

The Bidder shall reinstate all damage of every sort mentioned in this clause, so as to deliver the whole of the Site Implementation services complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property or third parties.

The Bidder shall effect the insurance necessary and indemnify the Bank entirely from all responsibility in this respect. The insurance must be placed with a company approved by the Bank and must be effected jointly in the name of the Bidder and the Bank and the policy lodged with the latter, The scope of insurance is to include damage or loss to the Site Implementation services itself till this is made over in a complete state. Insurance is compulsory and must be effected from the very initial stage. The Bidder shall also be responsible for anything which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this Site Implementation Services.

The Bank shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any sums due or to become due to the Bidder or from the performance bank guarantee submitted by the bidder

9. COMPLETION OF THE SITE IMPLEMENTATION SERVICES

9.1 The whole of the Site Implementation Services will be thoroughly inspected by the Bidder and deficiencies and defects put right. On completion of such inspection the Bidder shall inform the Bank that it has completed the Site Implementation Services and it is ready for inspection.

On completion the Bidder shall clean all windows and doors including the cleaning and oiling if necessary, of all hardware, inside and outside, all floors, staircases, and every part of the Site. The Bidder shall leave the entire Site neat and clean and ready for immediate occupation and to the satisfaction of the Bank.

9.2 On completion of the work the Bidder shall clear away and remove from the Site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the Site and the works clean and in a workman like condition to the satisfaction of the Bank.

The Bidder shall give due notice to the Bank whenever any work is to be buried in the earth, concrete or in the bodies of walls or otherwise becoming inaccessible later on, in order that the work may be inspected and correct dimensions taken before such burial, in default whereof the same shall at the opinion of the Bank be either Opened up for measurement at the Bidder's expense or no payment may be made for such materials. Should any dispute or differences arise after the execution of any work as to measurement etc., or other matters which cannot be conveniently tested or checked, the notes of the Banks shall be accepted as correct and binding on the contractor

Whatever the reasons may be, no claim for idle labour, additional establishment cost of hire and labour charges of tools and Plants would not be entertained under any circumstances.

10. SUSPENSION

If the bidder except on account of any legal restraint upon the Bank preventing the continuance of the work or in the opinion of the Bank shall neglect or fail to proceed with due diligence in the performance of his part of the Site Implementation services or if he shall more than once make default, the Bank shall have the power to give notice in writing to the Bidder in requiring the work be proceeded within a reasonable manner and with reasonable dispatch, such notice purport to be a notice under this clause.

After such notice shall have been given the bidder shall not be at liberty to remove from the site of the works or from any ground contiguous thereto any plant or materials to subsist from the date of such notice being given until the notice shall have been complied with. If the Bidder shall fail for 7 (Seven) days after such notice has been given to proceed with the works as therein prescribed, the Bank may proceed for Termination of Agreement.

11. SAFETY CODES

11.1 Scaffolds

11.1.1 Suitable scaffolds shall be provided for workmen for all works that cannot safely be done from the ground or from solid construction except in the case of short duration work

which can be done safely from ladders. When a ladder is used, it shall be of rigid construction made either of good quality wood or steel. The steps shall have a minimum width of 450 mm and maximum rise of 300 mm. Suitable hand holds of good quality wood or steel shall be provided and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 (1/4 horizontal and 1 vertical).

- 11.1.2 Scaffolding or staging more than 4 m. above the ground floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly bolted, braced or otherwise secured, at least 1 m. above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such Openings as may be necessary for the delivery of materials. Such scaffoldings or staging shall be so fastened as to prevent it from swaying from the building or structure.
- 11.1.3 Working platforms, gang ways and the stairways shall be so constructed that they do not sag unduly or unequally and if the height of the platform, gangway or stairway is more than 4 m. above ground level or floor level, they shall be closely boarded and shall have adequate width and be suitably fenced .
- 11.1.4 Every Opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1 m. Wherever there are Opened excavations in ground, they shall be fenced off by suitable railing and danger signals installed at night so as to prevent persons slipping into the excavations.
- 11.1.5 Safe means of access shall be provided to all working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m. in length while the width between side rails in rung ladder shall in no case, be less than 290 mm, for ladder up to and including 3 m in length. For longer ladders this width shall be increased at least 20 mm for each additional meter of length.
- 11.1.6 A sketch of the ladders and scaffolds proposed to be used shall be prepared and approval of the Project Engineer obtained prior to construction.

11.2 Other Safety Measures

- 11.2.1 All personnel of the Bidder working within the plant Site shall be provided with safety helmets. All welders shall wear welding goggles while doing welding work and all metal workers shall be provide with safety gloves. Persons employed on metal cutting and grinding shall wear safety glasses.
- 11.2.2 Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sides of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.

11.3 Excavation And Trenching

- 11.3.1 All trenches, 1.25 m or more in depth shall at all times be supplied with at least one ladder for each 3m. in length or fraction thereof. The ladder shall be extended from bottoms of the trench to at least 1 m above the surface of the ground. Sides of trenches which are 1.5m or

more in depth shall be stepped back to give suitable slope or securely held by timber bracing so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m. of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom, under no circumstances undermining or undercutting shall be done.

- 11.3.2 The Bidder shall take all measures on the Site to protect the public from accidents and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay any such persons or which may with the consent of the Bidder, be paid to compromise any claim by any such person.

11.4 Demolition

Before any demolition work is commenced and also during the process of the work:

- (a) All roads Open areas adjacent to the Site shall either be closed or suitably protected.
- (b) No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the Operator shall remain electrically charged.
- (c) All practical steps shall be taken to prevent danger to persons employed from the risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so ever loaded with debris or materials as to render it unsafe.

11.5 Personal Safety Equipment

- 11.5.1 All necessary personal safety equipment as considered adequate by the Project Engineer should be kept available for the use of the person employed on the Site and maintained in a condition suitable for immediate use, and the Bidder should take steps to ensure proper use of equipment by those concerned.

- (a) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
- (b) Those engaged in white washing and mixing or stacking of cement bags or any materials which are injurious to the eyes shall be provided with protective goggles.
- (c) Those engaged in welding works shall be provided with welder's protective eyesight lids.
- (d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- (e) When workers are employed in sewers and manholes, which are in use, the Bidder shall ensure that the manholes are Opened and are ventilated at least for an hour before the workers are allowed to get into manholes so Opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.
- (f) The Bidder shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age

of 18 are employed on the work of lead painting the following precautions should be taken:

- (g) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
- (h) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
- (i) Overalls shall be supplied by the Bidder to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation or work.
- (j) When the work is done near any public place where there is risk of drowning all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

11.6 Hoisting Machines

11.6.1 Use of hoisting machines and tackle including their attachments anchorage and supports shall conform to the following standards or conditions:

- (a) These shall be of good mechanical constructions should material and adequate strength and free from patent defect and shall be kept in good repair and in good working order.
- (b) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.
- (c) Every crane driver or hoisting appliance Operator shall be properly qualified and no person under the age of 21 years shall be in charge of any hoisting machine including any scaffolding winch or give signals to Operator.
- (d) In case of every hoisting machine and of every chain ring hook, shackle shovel and pulley block used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
- (e) In case of departmental machines, the Project Engineer shall notify the safe working load. As regards Bidder's machine, the Bidder shall notify the safe working load of the machine to the Project Engineer whenever he brings any machinery to the Site and get it verified by the Project Engineer.

11.6.2 Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards, hoisting appliances should be provided with such means as will reduce to the minimum of the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations, which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary, should be provided. The

workers should not wear any rings, watches and carry keys or other materials, which are good conductors of electricity.

- 11.6.3 All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
- 11.6.4 These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named herein by the Bidder.
- 11.6.5 To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the Bidder shall be Open to inspection by the Labour Officer, Engineers of the various Governmental Departments or their representatives.
- 11.6.6 Notwithstanding the above clause from 1.1.1 to 1.6.5 there is nothing in these to exempt the Bidder from the operations of any other act or rules in force and applicable to the Bidder in providing the Site Implementation Services.

12. SPECIFICATIONS FOR INTERIOR WORKS mishap

12.1 Brick Work

12.1.1 Bricks

- (a) The bricks shall be table moulded first quality of regular and uniform size, shape and colour, uniformly well burnt throughout but not over burnt. They shall have plane rectangular faces with parallel sides and sharp, straight and right angled edges. They shall be free from cracks or other flaws. They shall have a frog of 10mm depth on one of their flat faces.
- (b) They shall give a clear metallic ringing sound when stuck.
- (c) They shall show a fine grained uniform, homogeneous and dense texture on fracture and be free from lumps of lime, lamination, cracks, air holes, soluble, salts causing efflorescence or other defects which may in any way impair their strength, durability, appearance or usefulness for the purpose intended. They shall not have any part under-burnt. They shall not break when thrown on the ground on their flat face in a saturated condition from a height of 60 cm.
- (d) The size of brick shall be 23 11.5 7.5 cm. Only bricks of one standard size shall be used on work.
- (e) After immersion in water, absorption by weight shall not exceed 20 per cent of the dry weight of the brick when tested according to I.S.S. No. 1077-1957.
- (f) Unless otherwise specified the load to crush the brick when tested according to I.S.S. No.1077-1957 shall not be less than 35 Kg/sq.cm.

12.1.2 Mortar

Unless otherwise specified, mortar for brickwork shall be composed of 1 part of cement to 5 parts of coarse approved sand for walls of one brick thick (i.e. 23 cms) and over and one part of cement to 4 parts of coarse approved sand for half brick thick wall. Other specifications for mortar in brickwork shall be as per I.S.S.No.2116-1965.

12.2 Construction Details

12.2.1 Soaking

All bricks shall be immersed in water for two hours before being put into work so that they will be saturated and will not absorb water from the mortar.

12.2.2 Bats

No bats or cut bricks shall be used in the work unless absolutely necessary around irregular Openings or for adjusting the dimensions of different and for closers, in which case, full bricks shall be laid at corners, the bats being placed in the middle of the courses.

12.2.3 Laying

The bricks shall be laid in mortar to line level and shapes shown on the plans, slightly pressed and thoroughly bedded in mortar and all joints shall be properly flushed and packed with mortar so that they will be completely filled with mortar and no hollows left anywhere. Bricks shall be handled carefully so as not to damage their edges. They should not also be thrown from any height to the ground but should be put down gently. All courses shall be laid truly horizontal and all vertical joints made truly vertical.

Vertical joints in one course and the net below shall not come over one another and shall not normally be nearer than quarter of a brick length. For battered faces bedding shall be at right angles to the face. Fixtures, plugs, frames etc. if any, shall be built in at places shown in the plans while laying the courses only and not later by removal of brick already laid.

Care shall be taken during construction to see that edges of bricks at quoins, wills, heads etc. are not damaged.

The verticality of the walls and horizontality of the courses shall be checked very often with plum CENTRAL BANK OF INDIA and spirit level respectively.

12.2.4 Bond

Unless otherwise specified, brick work shall be done in English bond.

12.2.5 Joints

Joints shall not exceed 10mm (about 3/8") in thickness and this thickness shall be uniform throughout. The joints shall be raked out not less than 10mm (about 3/8") deep when the mortar is green where pointing is to be done. When the brick surfaces are to be plastered, the joints shall be raked to a depth of 5mm when the mortar is green, so as to provide good key to plaster.

12.2.6 Uniform Raining

Brick work shall be carried up regularly in all cases where the nature of work will admit, not leaving any part 60cm. Lower than another. But where building at different levels is necessary, the breaks shall be stepped so as to give later a uniform level and effectual bond. Horizontal courses should be to line and level and even and face plumb or to batter as shown on the plan. The rate of laying masonry may be up to a height of 80 cm per day if cement mortar is used and 45 cm (about 18") if lime mortar is used.

12.3 Scaffolding

Scaffolding will be double or single as is warranted for the particular work.

Put log holes shall be made good by bricks to match the face work when put logs are removed after ensuring that the holed behind are solidly filled in with 1:4:8 cement concrete.

12.4 Curing

All brick work shall be kept well watered for 14 days after laying. Where puzzalone cement is used for mortar the curing shall be extended by one week at the Bidder's expense. However, for internal wall, curing period can be reduced to 3 days.

12.5 Exposed Work

Where exposed brick work is specified, the usual specifications for the 'Brick work' as mentioned above will be applicable for Exposed brick work, but in addition specially selected bricks shall be used for facing, ensuring and clean faces of uniform colour. No bricks which are broken, chipped, wrinkled on which have irregular edges or corners shall be used. Depending on the quality of bricks and if instructed by the Project Engineer, the exposed face of every brick shall be rubbed before laying without extra charge. Wooden fillets 10mm thick and 10mm wide shall be placed at the edge of joints so that no mortar comes on the surface of the bricks and a regular thickness of joints is maintained. The surface shall be rubbed down with brushes of bricks if necessary, and thoroughly washed. No mortar shall be allowed to stick to the surface, which shall be left clean to the Project Engineer's satisfaction with all joints even and true to a straight line. Double scaffolding shall be used in exposed brick work.

12.6 Reinforcement In Half Brick Thick Walls

Half brick thick and brick on edge walls shall be provided with reinforcement consisting of 2 Nos. of 6mm M.S. bars embedded in mortar 15mm thick at every fourth course and shall be anchored at ends. The cost of M.S. bars shall be included in the rate for partition walls unless otherwise stated in the Schedule of Quantities.

12.7 Measurements

- (a) One brick thick wall and half brick thick and brick on edge walls shall be measured in sft unless otherwise mentioned.
- (b) No deductions or additions shall be made on any account for:
 - (i) Ends of dissimilar materials (i.e. joints, beams, lintels, posts, girders, rafters, purlins, trusses, corbels, steps etc.) up to 500 cm² in section; and
 - (ii) Opening up to 1 sqft in section

In calculating the area of Openings, any separate lintels or sills be included along with the size of the Openings but the end portions of the lintels shall be excluded and the extra width of rebated reveals, if any shall be excluded.

- (iii) Wall plates and bed plates and bearing of slabs, chajjas and the like which the thickness does not exceed 10cm and the bearing does not extend over the full thickness of the wall.

13. WOODWORK AND JOINERY

13.1 Timber

- (a) Unless otherwise specified, all timber for frames and shutters for doors, windows, ventilators, cupboards etc. shall be first class, sound, well-seasoned, C.P. Balarshah or otherwise equivalent and approved teak and shall be free from knots, shakes, fissures, flaws, sub cracks and other defects. The planed surface shall be smooth and free from blemishes and discolorations.
- (b) All timber for carpentry and joinery in touch with masonry or concrete shall be coal tarred or creosoted before fixing. All rough frame work in partitions, suspended ceilings and veneering to walls etc. shall be treated with approved wood preservative and approved as per manufacturer's instructions and specifications. The rates quoted shall provide for such treCDents.
- (c) All fully fabricated timber shall be air seasoned on Site of work for a period of not less than two months to allow for any shrinkage that may take place. The preparations of timber for joinery is to commence simultaneously with the beginning of the project work generally and should proceed continuously until all the wood work is prepared and fixed/stacked on or near the Site as the case may be.

13.2 HoldFasts

Three holdfasts shall be fixed to each post of the doorframe and two to each post of the window frame. Unless otherwise mentioned in the item, M.S. Hold fasts shall be of the size 300 mm 35 mm and 6 mm and shall be fixed to the frames by means of screws and not nails. The other end of the holdfast shall be fixed into jambs within 1:2:4 P.C.C. of dimensions as directed.

Whenever asked for, Rawl plugs or bolts as directed shall be used for rough grounds framing, hangers etc.

The rates quoted for wood work and joinery shall allow for all types of hold fasts as directed (Horns in frames shall be cut and shall not be used as hold fasts)

13.3 Workmanship And Construction

- (a) The workmanship shall be first class and to the approval of the Architect. Scantlings and boarding shall be accurately sawn and shall be of required width and thickness. All carpenters' work shall be wrought except where otherwise described. The workmanship and joinery shall be accurately set out in strict accordance with the drawings and shall be framed together and securely fixed in approved manner and with properly made joints. All work is to be properly tuned, shouldered, wedged, pinned, braced etc. and properly glued with approved quality glue to the satisfaction of the Project Engineer.
- (b) Screws:

All screws to be used in wood work and joinery shall be of brass and not iron.

(c) Tolerances:

1.5mm (1/16") will be allowed for each wrought face of the sizes specified except where described as "finished" in which case they shall hold to the full dimensions.

(d) Protection:

All wood work and joinery edges of timber frames etc. shall be protected from being damaged during construction by providing rough timber casings securely fixed and other adequate protective measures.

(e) If it is decided by the Bank to provide anti-termite treatment, the Bidder shall coordinate his work suitably as directed by the Project Engineer.

(f) Door/window frames shall have cut rebates. Platted rebates shall not be permitted.

13.4 Wooden Flush Door Shutters (Solid Core Type)

Solid core flush shutters shall be of commercial or Teak veneered type as specified in the item manufactured by M/s. Sita Board Mysore Commercial Union Ltd. Or other equivalent and approved quality. An approved sample shall be deposited in the Project Engineer's office on site for reference. The shutters will be provided with lipping. Finished thickness of the shutter shall be as mentioned in the item.

13.5 Teakwood Paneled Shutters

Solid wood panels for shutter shall be of pattern and size specified. Wherever possible each panel shall be in single width piece. But where two pieces are used, width of each piece should not be less than 12.5cm. In order to avoid warping, splitting and cracking, normally pieces not exceeding 20 cm in width should be used. When made from more than one piece, the pieces shall be jointed with a continuous tongued and grooved joint and glued together and reinforced with metal dowels. Panels shall be framed into grooves to the full depth of the groove leaving an air space of 1.6 mm and the faces shall be closely fitted to the sides of the groove. Mouldings to the edge of panel Openings shall be scribed at the joints.

13.6 Fixtures And Fastenings

Unless otherwise specified in the Schedule of Quantities, each shutter shall be hung with three brass authorize butt hinges of approved quality size and make with brass screws and the Bidder's rate shall cover for providing and fixing hinges to the shutter

13.7 Finishing

The woodwork shall be finished by 3 coats of painting, French polishing or wax polishing as specified in the item.

13.8 Mode Of Measurement

Timber doors/ windows shall be measured in sqft over door/window frames.

14. CEMENT POINTING RECESSED /FLUSH, RECESSED POINTING

14.1 Preparation of Surface

The joints in the masonry shall be raked out to a depth not less than the width of the joint as

directed, when the mortar is green. The joints are to be brushed clean of dust and loose particles with stiff brush. The area shall then be washed and the joints thoroughly wetted before pointing is commenced. All dust and oily matters if any, shall be removed.

14.2 Proportion of Mortar

The proportion of cement mortar shall be as described in item. The sand shall be from approved source free from foreign matter, washed clean if necessary and shall conform to IS 1542-1960. No more cement mortar shall be prepared than that can be used within half an hour. The mortar may be hand mixed or machine mixed. In hand mixed mortar, cement and sand in the specified proportion shall be thoroughly mixed dry on a clean impervious platform by turning over at least 3 times or more, till a homogeneous mixture of uniform colour is obtained. Fresh and clean water shall be added gradually through a rose and thoroughly mixed so that it becomes homogeneous and each particle of sand shall be completely covered with a film of wet cement. Mixing platform shall be so arranged that no deleterious extraneous material shall get mixed with mortar, nor the mixing water of the mortar shall flow out.

14.3 Application

Waterproofing compound of approved make, shall be added according to manufacturer's specifications to make the mortar waterproof. The raked out joints shall be filled with mortar of the specified mix and the required consistency and well pressed and rubbed smooth. A semi colour depression 3mm dia. shall be made in the joint by pressing clean string with trowel keeping the string exactly horizontal and on the other line of the joint. The vertical joints shall be similarly marked.

When joints are not horizontal or vertical as in the case of uncoursed rubble masonry, the pointing shall be made along the other line of joints to uniform width and depth as directed and junctions of pointing made neatly. The pointing mortar shall not spread over the adjoining stones. Mortar pointing shall be restricted to the width of the joints and all superfluous mortar shall be removed with a trowel.

14.4 Curing

All pointing work shall be kept damp, continuously for a period of 14 days.

14.5 Mode of Measurement

Pointing shall be measured in square feet as in the case of plaster.

14.6 Flush Pointing

This item shall be carried out, when joints are not struck while the masonry is being laid. All the specifications of recessed pointing shall apply to this as well except that instead of making the lines with string and forming groove etc. the joints shall be kept flush with face of joints in the masonry.

15. INTERNAL CEMENT PLASTER WITH / WITHOUT NEERU FINISH

15.1 Preparation of surface

The walls to be plastered to have all joints raked out to a depth of 10mm, if not already done. R.C.C. surface shall be properly hacked to get good key to the plaster. All dust and oily matter, if any, shall be brushed and cleaned and the surface to be plastered shall be kept wet for 6 hours before plastering is commenced.

15.2 Proportion of Mortar

Unless otherwise mentioned, the proportion of internal cement plaster of walls and ceiling shall be 1:4 (1 cement: 4 sand) Sand shall be from approved source, free from foreign matter and shall be as per IS 1542-1960 as applicable to internal wall and ceiling plastering. No more cement mortar shall be prepared than that can be used within half an hour.

15.3 Application of Plaster

The mortar shall be applied evenly with force on the surface to be plastered. The mortar surface shall be finished at once by being rubbed over with a trowel till the cement appears on the surface. All corners, angles and junctions shall be truly vertical and horizontal as the case may be carefully and neatly finished. Rounding of corners and junctions where required shall be done without extra charges. The mortar shall adhere to the surface intimately when set and there should be no hollow sound when struck. The thickness of plaster shall be minimum 12mm over the proudest part of the surface of brick wall and R.C.C. surfaces and 20mm over stone walls. Plaster for ceiling shall not be more than 12 mm.

15.4 Neeru Finish

If the plaster surface is to be given neeru finish, the surface shall be combed slightly with wire brush or nails before it is completely set to form key for neeru. The under coat shall be only damped but not soaked before the application of neeru. The lime for preparing neeru shall be fat lime and shall be of approved quality and source. Lime shall be slaked and mixed with sufficient water to form a thick paste. It shall be reduced to a fine paste by grinding. It shall then be passed through a fine sieve (3mm mesh) to remove all unslaked particles and foreign matter and allowed to mellow under water for at least 10 days in large slaking tanks. The surplus water on the top shall be allowed to run off. The slaked lime paste thus formed shall be used for preparing neeru. The neeru shall be prepared by mixing together 4 parts of this lime paste and 1 part of approved fine sieved sand by volume. Jute fibres finely chopped shall be added to the above mortar at the rate of 4 kg of jute to every cubic meter of lime sand mixture. The mixture shall then be properly grouted to a fine paste between two stones or a mill. The neeru thus prepared shall be kept moist until used and no more than what can be consumed in 15 days shall be prepared at a time.

Neeru shall be applied to the prepared and partially set but somewhat plaster surface with steel trowel to a thickness slightly exceeding 1.5 mm (about 1/16") and rubbed down to 1.5 (1/16") thickness and polished to a perfectly smooth and even finish, working from top to bottom. While trowelling is going on soap stone powder contained in thin muslin bags shall be dusted over the surface and worked in.

Moistening shall be commenced as soon as the plaster has hardened sufficiently and is not susceptible to injury. Soaking of wall shall be avoided and only as much water as can be readily absorbed shall be used. The surface shall be kept sprinkled with water for 14 days.

15.5 When neat cement finish is specified over the plaster surface, a coat of pure Portland Cement slurry 1.5mm thick shall be applied and well rubbed to the plaster surface while the plaster surface itself fresh.

15.6 When no finish is specified, the plastered surface shall be rubbed well to an even plane with a wooden float for external surface and finished smooth with a steel trowel for internal surface.

15.7 Mode of Measurement

Plaster shall be measured in square feet.

(A) Walls:

- (i) The measurement of wall plastering shall be taken between the walls or partitions (the dimensions before plastering shall be taken) for the length, and from the top of floor skirting / dado (as the case may be) to the ceiling for the height.
- (ii) Deduction:
 - (a) For Jambs, soffits, cills, etc. for Openings not exceeding 0.5 M² each in area, ends of joists, beams, posts, girders, steps etc. not exceeding 0.5m each in area and Openings not exceeding 3m each, deductions and additions shall be made in the following manner:
 - (b) No deduction shall be made for ends of joists, beams, posts etc. and Openings not exceeding 0.5 m² each, and no addition shall be made for reveals, jambs, soffits, cills etc. of these Openings not for finishing the plaster around ends of joists, beams, posts etc.
 - (c) Deductions for Openings exceeding 0.5 m² but not exceeding 3 m² each shall be made as follows and no addition shall be made for reveals, jambs, soffits etc. of these Openings:
 - 1. When both faces of wall are plastered with the same plaster, deduction shall be made for one face only.
 - 2. When two faces of wall are plastered with different plasters or if one face is plastered and the other pointed, deduction shall be made from the plaster or pointing out the side of frames for doors, windows, etc. on which the width reveals is less than that on the other side, but no deduction shall be made on the other side.
 - (d) In case of Openings of area above 3m² each, deductions shall be made for the Openings but jambs, soffits and cills shall be measured.

(B) Ceilings:

Ceilings shall be measured between walls or partitions and the dimensions before plastering shall be taken.

Ceilings with projected beams shall be measured over beams and the plastered sides of beams shall be measured and added to plastering on ceilings.

16. PLASTIC EMULSION PAINT (SIMILAR SPECS FOR LUSTRE PAINT)

16.1 Material:

The emulsion paint and primers shall be of approved quality, colour and shade.

16.2 Scaffolding:

This shall be double or single as required and directed. If ladders are used, pieces of old gunny bags or cloth rags shall be tied on their tops to avoid damage of scratches to the plastered surfaces, etc. Proper stage scaffolding shall be erected when painting the ceiling.

16.3 Preparation of the Surface:

(a) New Surfaces: The surface to be painted shall be cleaned and all cracks, holes and surface defects shall be repaired with plaster of Paris for spot filling and when filler prepared with whiting, water and a little quantity of paint for filling and other the wider areas.

(b) Old Surfaces:

- (i) The surfaces which had been previously painted with emulsion paint, shall be lightly rubbed and washed with clean water.
- (ii) The surface, which had been painted with oil bound distemper or oil paint, shall be cleaned, washed and sand papered.
- (iii) The surface, finished with lime/colour wash, powder distemper shall be completely scrapped off to the bare surface.
- (iv) In case, after scrapping the surface any cracks, holes or other surface defects are noted, the same shall be repaired before applying priming coat, with plaster of Paris for spot filling, and with filler prepared with whiting, water and a little quantity of paint for filling and other the wider areas.

16.4 Priming Coat:

The priming coat of the approved shade shall be applied over the completely dry surface in the manner as recommended by the paint manufacturers. The emulsion paint, in the priming coat may be thinned down with 20% water or as recommended by the paint manufacturer. Turpentine or any other solvent shall be used for thinning the paint.

16.5 Application of Emulsion Paint:

The recommendation of approved paint in manufacturers, whose product is used shall be followed regarding the preparation of the surface and the application of the priming and finishing coats.. After the priming coat has been applied and is perfectly dried, all holes, scratches if any, shall be repaired as mentioned in “preparation of surface” and then the second coat of approved shade and manufacture shall be evenly applied and allowed to dry. The third coat shall be carefully applied to achieve smooth and even surface after the previous coat has dried up. Minimum 3 coats of paint shall be applied inclusive of primer coat. If a proper and even surface is not obtained to the satisfaction of the Project Engineer in 3 coats, the Bidder shall carry out additional coats of painting to approval at Bidder’s expense. Care shall be taken that dust or other foreign material do not settle or disfigure the various coats.

16.6 Mode of Measurement:

The measurement shall be in square feet. The mode of measurement shall be as applicable to that for whitewashing.

17. WOOD WORK

17.1 General

- (a) The timber used for wood work shall be sound, well-conditioned, property seasoned to suit the particular use and free from defects or combination of defects rendering it unsuitable for the purpose intended.
- (b) All timber used structurally shall comply with the relevant requirements of Indian Standards
- (c) All timber is to be ordered and delivered immediately to the Site for Open stacking for as long as possible before use. All timber will be inspected by the Project Engineer and if not approved by him shall be removed from the Site immediately.
- (d) Timber shall be free from hire borer beetles or other insect attack when brought to the Site. The Bidder shall be responsible till the end of maintenance period for executing any work necessary to eradicate insect attack at his own expense including the replacement of timber attacked or suspected of being attacked, notwithstanding that the timber may have been inspected already and passed as fit for use.
- (e) The moisture content should not be more than 12%. Timber sample shall be got tested for moisture content before in use.
- (f) Sizes of wood for Doors and Windows shall be as per drawing. Tolerance for 1 mm shall be allowed in section.

17.2 Material And Workmanship

(A) TEAK WOOD

- (i) This shall be Dandeli, Balarshah or Malabar Teak. It shall be good quality and well-seasoned. It shall have uniform colour, reasonably straight grains and shall be free from large, loose, dead knots, cracks, shakes, warps, twists, bends, over holes, sapwood or defects of any kind.

- (ii) No individual hard and sound knot shall be more than 1 cm in diameter and aggregate area of all knots shall not exceed 0.5% of the area of the piece.
- (iii) It shall be close grained and there shall be not less than 6 growth rings per 2.5 cm width.

(B) FRAMES

- (i) Each member shall be in one piece. Frames to doors, windows and other joinery shall be provided and put into the sizes shown on the drawings.
- (ii) Frames of doors, windows, ventilators etc. and shutter styles, rails etc. shall be of best quality seasoned wood.
- (iii) The Scantlings shall be accurately planed smooth. Rebates, rounding and mouldings shall be made as the drawings. Patching or plugging of any kind shall not be allowed.
- (iv) Joints shall be single, neat and strong. Frame joints shall be glued together with synthetic resin. All the tenon joints shall lift in fully and accurately without wedging or filling. The joints shall be pinned with hard wood or bamboo pins of 10 mm to 12 mm dia after the frames are put together and pressed position by means of a press.
- (v) All portions of timber abutting against or embedded in masonry or concrete shall be treated against termites by giving a coat of approved wood preservative.
- (vi) Frames shall be built-in the side supports and not fit in afterwards by making holes for holdfast. Door frames shall be buried in floor finish at least up to the total thickness of flooring including bedding. Datum level marks shall be marked on vertical member and frames shall be fixed to correct line, level and plumb. Frames shall be temporarily braced at sill level to prevent warping. All frames will be checked to correct line, level, plumb and sizes and corrected if necessary before plastering work is taken in hand.
- (vii) Sizes of holdfasts shall be 300 mm x 40 mm x 6 mm. This shall be made of M.S. flat bent to shape with fish tail end.
- (viii) Unless otherwise specified all door frames shall have six M.S holdfasts and window frames shall have four M.S holdfasts.
- (ix) Holdfasts shall be secured to frame by means of screws and load in the course of brick or stone masonry.
- (x) The other end of the holdfast shall be fixed into jamb with 1:P.C.C as directed.
- (xi) If the width of the door or window exceeds one meter holdfasts or coach screws or rawl bolts shall be provided at the top and bottom (if applicable). These shall be at minimum distance of 60 cms.
- (xii) The frames shall be protected during progress of work by suitable means.

- (xiii) Frames and shutters shall not be erected before the approval of the Architect.
- (xiv) Frames shall be polished or painted as specified.

(C) ARCHITRAVES

Architrave's shall be shown on the drawings and all properly mitred at intersections. Architraves shall not be installed until the wall coverings have been formed constructed, unless otherwise specified

18. Site Selection:

The Bank will give list of the branches for Onsite locations/sites to the Bidder where the CDs are to be located. The Bidder will be responsible for conducting feasibility survey. Bidder/Vendor shall conduct site identification for Offsite locations offer suitable site in the vicinity of locations desired by the Bank.

- 18.1 The site will normally be in the range of 60-80 sq.ft depending upon availability of space at the Branch premises/locations/sites.
- 18.2 For Onsite ATMs, Bank shall provide site premises in the Branch premises with separate Opening. Bank shall provide the site with three side wall with plaster finish.
- 18.3 Bidder shall be identifying potential sites in the locations suggested by bank. While selecting and finalizing sites, Bidder has to ensure optimum no of ATM hits specified by bank time to time for viability of ATMs. In case the ATM does not provide desired no of ATM hits within 6-12 months, bidder to shift/close the ATMs at no cost to bank or as per the bank requirement.
- 18.4 The successful bidder will construct the site as per specifications described by using the material/equipment/fixtures, which shall conform to the details contained in Annexure 8. The CD Machines shall conform to the specifications contained in Annexure 7.
- 18.5 The material used including wires shall be of standard makes. The Bidder will erect a sample site for Bank to decide the interiors, color scheme and branding, before starting a roll out. The Bank on completion of site and connectivity will inspect the site and issue a certificate of commencement.
- 18.6 Bank may at its discretions accept the sites not conforming the specifications point in RFP mentioned above, in interest of bank and same will be binding to vendor.
- 18.7 The prospective Bidders should note that the composition of On-site, Off-site CDs and Mobile ATMs out of 2600(Including 50 Mobile ATMS) total requirement and the locations of the same will be decided during deployment stage. This requirement will be based on the business requirement of Bank. The list of locations will be given to the selected Vendors as and when area / locations / sites are identified by the Bank. The prospective Bidders should have the arrangements and capability to roll out and provide managed services across the country. The Offsite/Onsite site ratio shall be in 50:50 ratios. Bank at its discretion shall change the ratios of offsite, onsite or alter any quantities as per requirement.
- 18.8 Look and feel of ATMs sites should as per Bank specification and Branding
- 18.9 ACCEPTENCE AND PROJECT IMPLEMENTATION Schedule:

CD would be treated as accepted when it completes 24 hrs of successful Operation and after the successful testing of the following transactions by the Bank – cash withdrawal, balance enquiry, mini statement and PIN change and all other value added services given/to be given by the Bank during the contract, subject to obtaining commencement certificate from Bank officials.

Bank will identify and hand over a pilot site after issuing the order and get the same inspected and finished as per required specifications. Vendor must ensure to complete all sites based on the pilot site as approved by the bank. Bank reserves its right to extend the pilot phase based on the implementation process and customization.

19. PAYMENT TERMS AND CONDITIONS:

The bidder must accept the payment terms proposed by the Bank. The indicative commercial bid submitted by the bidders 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. If any of the items / activities as mentioned in the price bid is not taken up by the bank during the course of the assignment, the bank will not pay the cost of such items quoted by the bidder in the price bid against such activity / item.

The method and conditions of payments to be made to the successful bidder shall be:

- a) The payments shall be made by the Bank for successful financial and non-financial transactions of the cardholder at the proposed outsourced ATMs. There will be no profit sharing arising out of acquiring transactions.
- b) Bidder is required to submit transaction price for offsite CD / ATM in respect of financial transactions (transactions where cash is involved) only.
- c) The cost of non-financial transaction shall be 25% of financial transaction of respective site.
- d) The cost of onsite CD (ATM) shall be 70% of financial transaction of offsite ATM of respective category.
- e) Indicative Commercial Prices are to be quoted exclusive of GST (including all other taxes) as per ANNEXURE- 8a of this Document.
- f) ATMs will be considered as commissioned after the successful testing of the following transactions by the Bank – cash withdrawal, balance enquiry, mini statement and PIN change and all other value added services given/to be given by the Bank during the contract.
- g) “Successful Financial Transaction” means any transaction logged in the switch resulting in cash withdrawal involving delivery of cash. Transaction declined for reason insufficient fund transaction will be treated as successful Non-Financial Transaction.
- h) “Successful Non-Financial transaction” means any transaction other than cash withdrawal logged and approved/successful in the switch including balance enquiry/mini-statement / pin- change/ remittances, transaction declines for insufficient fund and other Value added services transaction.
- i) Vendor shall raise monthly bills for successful financial transactions and successful non-financial transactions for each ATM at approved rates.
- j) System Generated Transactions like auto reversal postings, ‘Not-on-us’ transaction postings to the ATM’s GL a/c, profile requests, Money-Drawer messages, declined and

failed transaction at ATM switch etc. will not be treated as ‘Successful transactions’ for the purpose of payment of invoices and no payment will be made for such transactions.

- k) There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the bidder. But, any benefit arising out of any subsequent reduction in the prices after the prices are fixed and before the delivery should be passed on to the Bank.

Please note that all above payments will be subject to the bidder submitting Performance Bank Guarantee to the Bank upfront as per Clause related to Performance Bank Guarantee of the RFP document.

19.2 Penalty:

In case the bidder fails to comply with the time schedule stipulated above (Section III clause no 1.11) for any of the new CD installation, a penalty of Rs.1000 per day per CD will be imposed for delay in CD implementation beyond scheduled date maximum up to Rs 1 Lakh per ATM. Also refer Appendix-K.

19.3 Minimum Guarantee for low hits ATMs with 95 % or more Uptime.

If the monthly average availability (up time) of the machine is greater than or equal to 95% then for such ATM sites , Bank will pay minimum guarantee i.e. Fixed cost of Rs. 20,000/- per month (without GST) for onsite locations and Rs. 25,000 per month (without GST) for offsite locations or actual invoice amount as per approved rates (without taxes) whichever is higher. Applicable penalty will be recovered from the payable amount. Bank will review the performance of the ATM within 6 to 12 months and underperforming machine to be shifted to the viable location at no additional cost to the bank (Onsite/Offsite).

20. INDEMNITY

The Bidder hereby indemnifies and agrees to protect and hold the Bank harmless against all claims, losses, costs, damages, expenses, action suits and other proceedings resulting from infringement of any patent, trademark, copyrights etc. or such other statutory infringements in respect of all CDs / Software etc. supplied by the Bidder as per Annexure 12.

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

entitled to deduct from payments to the Bidder such costs and expenses as may be incurred by the Bank provided however should the amount payable to the Bidder be insufficient to recover the expenses incurred by the Bank, the Bidder shall promptly reimburse the Bank for all costs, expenses, settlement amounts and other damages. The Bidder shall indemnify the Bank in case of any mismatch of ITC(Input Tax Credit) in the GSTR 2A , where the Bank does not opt for retention of GST component on supplies.

In the event of any loss or damage at a CD for any reason whatsoever, Bidder shall be liable to the Bank for each such event and in respect of each Site at which such event occurs. If the Bank is in a position to recover a part of or the entire amount of loss suffered by the Bank from its insurance claims and provided that the Bidder has reimbursed the Bank of the entire loss, the amount recovered by the Bank from the insurer shall be refunded, without interest to the Bidder.

The Bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorney's fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

- i. Bank's authorized / bonafide use of the Deliverables and/or the Services provided by Bidder under this RFP or any or all terms and conditions stipulated in the SLA (Service level Agreement) or P O and/or
- ii. An act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RFP or, any or all terms and conditions stipulated in the SLA(Service level Agreement) or Purchase Order(PO) and/or
- iii. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank and/or
- iv. Breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP or; any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or
- v. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights and/or
- vi. Breach of confidentiality obligations of the Bidder contained in this RFP or; any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or
- vii. Negligence or gross misconduct attributable to the Bidder or its employees, agent or sub - contractors.

2. The Bidder will have to at its own cost and expenses defend or settle any claim against the Bank that the Deliverables and Services delivered or provided under this RFP infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Bank:

- i. Notifies the Bidder in writing; and
- ii. Cooperates with the Bidder in the defense and settlement of the claims.

3. The Bidder shall compensate the Bank for such direct financial loss suffered by the Bank if the Bidder fails to fix bugs, provide the Modifications / Enhancements / Customization as required by the Bank as per the terms and conditions of this RFP and to meet the Service Levels as per satisfaction of the Bank.

4. Additionally, the Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, in case

(i) that the Deliverables and Services delivered or provided under this Agreement infringe a

patent, utility model, industrial design, copyright, trade secret, mask work or trademark in any country where the Deliverables and Services are used, sold or received; and/or

(ii) resulting from infringement of any patent, trade-marks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act, 2000 or any Law, rules, regulation, bylaws, notification time being enforced in respect of all the Hardware, Software and network equipment or other systems supplied by them to the Bank from whatsoever source, provided the Bank notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim however:

- a) The Bidder has sole control of the defense and all related settlement negotiations.
- b) the Bank provide the Bidder with the assistance, information and authority reasonably necessary to perform the above and
- c) Bidder is aware of the rights to make any statements or comments or representations about the claim by Bank or any regulatory authority. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages and compensations.

5. Indemnity would be limited to Court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would also cover damages, loss or liabilities, compensation suffered by the Bank arising out of claims made by regulatory authorities.

6. The Bank do hereby indemnify the Bidder, and should keep indemnified and hold the Bidder harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including reasonable attorneys' fees) relating to, resulting directly from or in any way arising out of any claim, suit or proceeding brought by third-parties against the Bidder as a result of:

- a) third party infringement claims resulting from unauthorized equipment modification by the Bank or equipment use prohibited by Specifications for Hardware and Software;
- b) Third-party infringement claims resulting from a breach of Software license terms by the Bank in respect of Software directly supplied by the Bidder.

22. PUBLICITY

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

23. GUARANTEES

Bidder should guarantee all components are new. In the case of software, the Bidder should guarantee that the software supplied to The Bank is licensed and legally obtained. All hardware and software must be supplied with their original and complete printed documentation. The Bidder shall be fully responsible for manufacturer's warranty in respect of proper design, quality and workmanship of the equipment, accessories etc. covered by the offer.

24. SERVICE LEVEL AGREEMENT

The Bidder should execute a Service Level Agreement, which would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Bank. The Bidder will execute SLA within 30 days from the date of acceptance of contract. This RFP document and subsequent corrigendum/s (if any) will become integral part of SLA.

25. WARRANTY/AMC during contract Period:

The entire hardware equipment's, CDs, associated software, communication devices, security devices, Air Conditioning equipment's, Power Conditioning equipment's, etc. will remain under maintenance warranty/AMC with OEM or authorized dealers for entire contract period, as well for extended period, from the date of commissioning the site after installation & commissioning. The Bidder must warrant/Insured all equipment, accessories, spare parts etc. against any manufacturing defects during the contract period and replace any defective part at no additional cost to the Bank.

25.1 Replacement of CDs machines with recurring issues:

- a. Bank will intimate the Vendor/s the locations with CDs having recurring uptime issues (less than 90%) as observed over a period of a continuous period of any three months.
- b. Vendor should replace such Make and Model of CDs having inherent/ perennial problems with a new CD within two months from the date of issuance of intimation/notice by the Bank.
- c. If there is a delay in replacement of the aforesaid CDs, viz. not replaced within the stipulated period, Bank will withhold payment of monthly charges for such CDs till they are replaced.

However, Bank will continue to use those CDs, so as not to inconvenience the customers.

26. Preventive maintenance

Preventive Maintenance of ATM machine and related peripheral -batteries, UPS ,AC etc. should be conducted once in a quarter to ensure that the ATM is maintained in good Operating condition and the report should be submitted to the Region Office, Zonal Office and Central office concerned. Preventive Maintenance may be scheduled at a time convenient to Bank i.e. it should not affect the customer service. Consolidated report of ATM-ID wise preventive maintenance must be provided to the bank within 2 weeks of end of respective quarter. The details shall inter alia include due date of PM and date when done.

Portal to be provided by the vendor for detailing PM reports and related proofs to be uploaded for expediting the payment process wherein Bank officials can comment on the PM reports; however hard copy is also to be provided to the Central Office concerned.

Delay in Preventive Maintenance for each ATM, the penalty will be Rs. 1500/- with no cap will be imposed on the vendor.

Separate earthing will be provided by the Bidder for the CD including onsite CDs and Lobby CDs. The earthing is to be properly maintained by the Bidder. The earthing is to be checked every quarter and submit the reports to the CD link Branch with a copy to the respective Regional Office. Any damage due to faulty earthing will be at the sole risk and responsibility of the selected vendor(s). In case of re-earthing, it is the responsibility of the vendor to do re-earthing without any cost to the Bank.

Vendor should share the hardcopy of at least one image each stored by in-built as well as external cameras while submitting the Preventive Maintenance Report.

Vendor will have to replace damage /worn out components at no additional cost to the bank. Damage due to electrical/voltage problems will not be in the scope of force majeure clause.

27. FORCE MAJEURE

The Bidder may not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract 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, fires, floods and freight embargoes events not foreseeable but does not include any fault or negligence or carelessness on the part of the bidder, resulting in such a situation. If a Force Majeure situation arises, the Bidder shall promptly notify The Bank in writing of such conditions and the cause thereof within twenty calendar days. 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. However, financial constraints by way of increased cost to perform the obligations shall not be treated as a force majeure situation if the obligations can otherwise be performed. Further mere existence of the force majeure situation, by itself is not sufficient to excuse the performance unless such situation actually makes it practically impossible to perform the obligations or the performance is not possible due to operation of law/rules or orders of any competent authority. Notwithstanding above, the decision of The Bank shall be final and binding on the Bidder.

28. DISPUTE RESOLUTION MECHANISM AND REMEDIES

In the event of a dispute or difference of any nature whatsoever between bidder and Central Bank of India during the course of the assignment arising as a result of this Agreement, the same will be referred for arbitration before a mutually agreed Sole Arbitrator failing which to a Board of arbitration. This Board will be constituted prior to the commencement of the arbitration and will comprise three arbitrators. Bidder and Central Bank of India will each nominate an arbitrator to the Board and these arbitrators will appoint the third arbitrator, who shall be the presiding Arbitrator. The decision by the arbitrator shall be binding and conclusive upon the parties, or their successors, assigns and trustees and they shall comply with such decision in good faith. Unless the award states otherwise, each of the parties shall bear the costs of arbitration equally. The language of the arbitration shall be in English and Venue of arbitration shall be in Mumbai only.

The Arbitration and Conciliation Act, 1996, as amended and in force and any Rules and Schemes framed there under shall govern the arbitration proceedings.

This Agreement shall be governed by and construed and enforced in accordance with the laws of India and the parties hereto agree to submit to the exclusive jurisdiction of the courts of Mumbai for resolution of disputes arising out of the subject matter.

Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find expedient to do so.

Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, bidder will be expected to continue the facilities management services and the Bank will continue to pay for all products and services that are accepted by it, provided that all products and services are serving satisfactorily, as per satisfaction of the Bank.

The bidder acknowledges that if bidder fails to comply with any of its obligations hereunder, if Bank suffers any or all immediate, irreparable harm for which monetary damages may not be adequate.

The bidder agrees that, in addition to all other remedies provided at law or in equity, the Bank shall be entitled to injunctive relief, restraining order, right of recovery, specific performance, or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the vendor from committing any violation or enforce the performance of the covenants, obligations and representation contained in this Agreement (including RFP/PO). 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. Execution of NDA and Integrity Pact:

Each Participating bidder/s shall submit Integrity Pact as per attached Annexure-13 on duly stamped of Rs. 500. Integrity pact should be submitted by all participating bidder at the time of submission of Bid documents or as per satisfaction of the Bank. The Non submission of Integrity Pact as per time scheduled prescribed by Bank may be relevant ground of disqualification to participating in Bid process.

The Bidder should execute Non- Disclosure Agreement (NDA) and Integrity Pact as per Annexure 13.

30. REFERENCE CHECKS

Bidders are required to provide reference of the clients along with reference sites for whom they have provided similar solution. Bidder has to give authority to Bank to collect opinion from such clients. The Bank may contact these reference sites to obtain information on Services and Support being provided by the Bidder. Bidders will co-ordinate with the reference sites and arrange the visits on request from the Bank. The cost incurred by the evaluation team representing the bank, for the reference site visits, will be borne by the Bidder.

31. LIQUIDATED DAMAGES

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

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

- Non-delivery of any component or other services mentioned in the order
- Non-delivery of supporting documentation
- Delivery/Availability, but no installation of the components and/or software
- Non Integration, System Operational, but unsatisfactory to the Bank

If the bidder fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.50% of the complete contract amount until actual delivery or performance, per week or part thereof (3 days will be treated as a week); and the maximum deduction is 10% of the contract price. Once the maximum is reached, the Bank may consider termination of the contract.

32- Bidder's liability

Notwithstanding anything contained in this RFP document, the Bidder's aggregate liability in connection with obligations undertaken as a part of the project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actuals and limited to the value of the contract. The Bidders liability in case of claims against the Bank resulting from misconduct or gross negligence of the Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights(if any) or breach of confidentiality obligations shall be unlimited.

In no event shall the Bank be liable for any indirect, incidental damages or liability, under or in connection with or arising out of this tender and subsequent agreement or services provided on behalf of bank hereunder.

The bidder should ensure that the due diligence and verification of antecedents of employees/personnel deployed by him for execution of this contract are completed and is available for scrutiny by the Bank.

33- Inspection, Audit and Review, Monitoring & Visitations

(a) Inspection, Audit and Review

All OEM/Vendor records with respect to any matters / issues covered under the Tender or subsequent Agreement shall be made available to the Bank 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. Such records are subject to examination.

Vendor shall permit audit by internal/external auditors of the Bank or RBI to assess the adequacy of risk management practices adopted in overseeing and managing the outsourced activity/arrangement made by the Bank.

Bank shall undertake a periodic review of service provider/VENDOR outsourced process to identify new outsourcing risks as they arise. The VENDOR shall be subject to risk management and security and privacy policies that meet the Bank's standard. In case the

VENDOR outsourced to third party, there must be proper Agreement / purchase order with concerned third party. The Bank shall have right to intervene with appropriate measure to meet the Bank's legal and regulatory obligations.

Access to books and records/Audit and Inspection would include:-

a) Ensure that the Bank has the ability to access all books, records and information relevant to the outsourced activity available with the VENDOR. For technology outsourcing, requisite audit trails and logs for administrative activities should be retained and accessible to the Bank based on approved request.

b) Provide the Bank with right to conduct audits on the VENDOR whether by its internal or external auditors, or by external specialist appointed to act on its behalf and to obtain copies of any audit or review reports and finding made on the service provider in conjunction with the services performed for the bank.

c) Include clause to allow the reserve bank of India or persons authorized by it to access the bank's documents: records of transactions, and other necessary information given to you, stored or processed by the VENDOR within a reasonable time. This includes information maintained in paper and electronic formats.

d) Recognized the right of the reserve bank to cause an inspection to be made of a service provider of the bank and its books and account by one or more of its officers or employees or other persons.

e) Banks shall at least on an annual basis, review the financial and Operational condition of the VENDOR. Bank shall also periodically commission independent audit and expert assessment on the security and controlled environment of the VENDOR. Such assessment and reports on the VENDOR may be performed and prepared by Bank's internal or external auditors, or by agents appointed by the Bank.

(b) Monitoring

Compliance with Information security best practices may be monitored by periodic Information security audits performed by or on behalf of the Bank and by the RBI. The periodicity of these audits will be decided at the discretion of the Bank. These audits may include, but are not limited to, a review of: access and authorization procedures, physical security controls, backup and recovery procedures, network security controls and program change controls. To the extent that the Bank deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the Service Provider shall afford the Bank's representatives access to the Vendor's facilities, installations, technical resources, Operations, documentation, records, databases and personnel. The Vendor must provide the Bank access to various monitoring and performance measurement systems (both manual and automated). The Bank has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval /notice to the Vendor.

(c) Visitations

The Bank shall be entitled to, either by itself or its authorized representative, visit any of the Vendor's premises without prior notice to ensure that data provided by the Bank is not misused. The Vendor shall cooperate with the authorized representative(s) of the Bank and shall provide all information/ documents\required by the Bank.

Cancellation of Order

The Bank reserves its right to cancel the Purchase Order at any time, in the event of delay in project beyond the specified period or non-compliance of the RFP terms or non-fulfillment of RFP functional requirements or severe bugs in the application or proposed system performance is not satisfactory. In addition to the cancellation of Purchase order, the Bank reserves the right to invoke the Bank Guarantee given by the Bidder to recover the damages.

Termination

1 Termination for Default

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

- a. if the Successful Bidder fails to deliver any or all of the deliverables / milestones within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or; If the Successful Bidder fails to perform any other obligation(s) under the contract.
- b. If the Successful Bidder, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. Corrupt practice means the offering, giving, receiving or soliciting of anything of value or influence the action of a public official in the procurement process or in contract execution; and "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Bank, and includes collusive practice among Bidders (prior to after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and Open competition.
- c. Bank reserves the right to cancel the entire / unexecuted part of the Contract awarded at any time without assigning appropriate reasons in the event of one or more of the following conditions:
 - i) Undue delay in Implementation / roll out of ATMs beyond the specified periods owing to the reasons attributable to the Vendor.
 - ii) Failure to integrate / implement the functionality as per the requirements contained in the RFP document.
 - iii) Discrepancies / non-conformance to RFP terms found in Technical Specifications of CDs.
 - iv) Breaches in the terms and conditions of the RFP / SLA.
 - v) The average availability in three consecutive months of all the CDs taken together is less than 80%.
 - vi) Recurring Zero hits (standard exclusions and reasons attributable to the Bank will be excluded) of more than a month at more than 20% of the CDs for a period of 3 consecutive months.
 - vii) The general maintenance of the sites and equipment is poor and there is no improvement despite bringing it to the notice of the vendor by e-mails/other communication means repeatedly.
 - viii) The Vendor repeatedly defaults in payments of site rent, electricity and communication link bills, statutory dues, other sub-contractors payments etc.
 - ix) Passes a resolution for its voluntary winding up or dissolution or if it is dissolved.

The Bidder shall have right to terminate only in the event of winding up of the Bank. Bank will specify the period for remedying any defect.

d. Termination – Key Terms & Conditions

The Bank shall be entitled to terminate the agreement at any time by giving notice if the Bidder.

- has a winding up order made against it; or
- has a receiver appointed over all or substantial assets; or
- is or becomes unable to pay its debts as they become due; or
- enters into any arrangement or composition with or for the benefit of its creditors;

The Bank shall be entitled to terminate the agreement at any time by giving written notice of ninety(90) days which will be inclusive of cure period of thirty (30) days the incase of default by vendor as stated above. However, it is clarified that the notice should specifically contain that the 90 days period for cancellation is inclusive of cure period of 30 days, if the Vendor fails to cure within 30 days time the notice for cancellation may become absolute.

2 Termination for Insolvency

If the Bidder becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Bidder is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Bidder takes or suffers any other analogous action in consequence of debt; then the Bank will have the right, at any time, to terminate the contract by giving written notice to the Bidder. If the contract is terminated by the Bank in terms of this Clause, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Bank. In case, the termination occurs before implementation in all the locations in terms of this clause, the Bank is entitled to make its claim to the extent of the amount already paid by the Bank to the Bidder.

- 3 In the event, the Bank terminates the Contract in whole or in part, the Bank may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Successful Bidder shall be liable to the Bank for any excess costs for such similar Goods or Services. However, the Successful Bidder shall continue performance of the Contract to the extent not terminated when the value of the liquidated damages exceed 10% of the contract value.
- 4 In case the contract is terminated then all undisputed payment will be given to vendor, but disputed payment shall be adjusted by way of penalty from invoices or PBG.

CONSEQUENCES OF TERMINATION:

In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], CENTRAL BANK OF INDIA shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the net successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.

In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by CENTRAL BANK OF INDIA, the Vendor herein shall be obliged to provide all such assistance to the net successor Vendor or any other person as may be required and as CENTRAL BANK OF INDIA may specify including training, where the successor(s) is a representative/personnel of CENTRAL BANK OF INDIA to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

The termination hereof shall not affect any accrued right or liability of either Party nor affect the Operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

Exit Option and Contract Re-Negotiation

- a. The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:
 - i. Failure of the successful bidder to accept the contract and furnish the Performance Guarantee within specified time of receipt of purchase contract;
 - ii. Delay in delivery, performance or implementation of the solution beyond the specified period;
 - iii. Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of The Bank. Inability of the Vendor to remedy the situation within 60 days from the date of pointing out the defects by The Bank. (60 days will be construed as the notice period)
- b. In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Vendor.
- c. The Bank shall have the option of purchasing the equipment from third-party Suppliers, in case such equipment is available at a lower price and the Vendor's offer does not match such lower price. Notwithstanding the foregoing, the Vendor shall continue to have the same obligations as contained in this RFP in relation to such equipment procured from third party suppliers.
- d. 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.
- e. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Vendor will be expected to continue the facilities management services and the Bank will continue to pay for all products and services that are accepted by it provided that all products and services as serving satisfactory, as per satisfaction of the Bank. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 to 12 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.

The Bank and the Vendor shall together prepare the Reverse Transition Plan. However, The Bank shall have the sole decision to ascertain whether such Plan has been complied with. Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Vendor to The Bank or its designee to ensure smooth handover and transition of Bank's deliverables, maintenance and facility management.

Intellectual property rights

The Vendor claims and represents that it has obtained appropriate rights to provide the Deliverables upon the terms and conditions contained in this RFP. The Bank agrees and

acknowledges that save as expressly provided in this RFP, all Intellectual property Rights in relation to the Hardware, Software and Documentation and any adaptations, translations and derivative works thereof whether protectable as a copyright, trade mark, patent, trade secret design or otherwise, provided by the Vendor during, in connection with or in relation to fulfilling its obligations under this RFP belong to and shall remain a property of the Vendor or its licensor.

The Vendor represents that a separate Agreement is required to be entered into by the Bank with Third-party Vendors either for statutory or proprietary reasons, notwithstanding the Vendor's obligations for performance. During the Term of this Project and, if applicable, during the Reverse Transition Period, Bank grants Vendor a right to use at no cost or charge the Hardware or Software licensed to the Bank, solely for the purpose of providing the Services. The Vendor shall be responsible for obtaining all necessary authorizations and consents from third party licensors of Hardware and Software used by Vendor in performing its obligations under this Project.

If a third party's claim endangers or disrupts the Bank's use of the Software or Hardware, the Vendor shall at no further expense, charge, fees or costs to the Bank, (i) obtain a license so that the Bank may continue use of the Hardware or Software in accordance with the terms of this tender and subsequent Agreement and the license agreement; or (ii) modify the Software without affecting the functionality of the Hardware or Software in any manner so as to avoid the infringement; or (iii) replace the Hardware or Software with a compatible, functionally equivalent and non-infringing product.

All third party software / service provided by the bidder in the scope of the RFP will be the responsibility of the bidder.

The Bank shall not be held liable for and is absolved of any responsibility or claim/Litigation or penal liability arising out of the use of any third party software or modules supplied by the Vendor as part of this RFP.

Confidentiality

"Confidential Information" means any and all information that is or has been received by the Vendor ("Receiving Party") from the Bank ("Disclosing Party") and that relates to the Disclosing Party; and is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants. Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, or materials relating to the licensed software, the modules, the program documentation, the source codes, the object codes and all enhancements and updates, services, systems processes, ideas, concepts, formulas,

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

"Confidential Materials" shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes, whether machine or user readable. Information disclosed pursuant to this clause will be

subject to confidentiality for the term and thereafter.

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

The Vendor Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Bank. Disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, Company or any other entity other than its directors, partners, advisers, agents or employees, sub- contractors and contractors who need to know the same for the purposes of maintaining and supporting the Software provided as a part of centralized Banking Project. The Receiving Party shall be responsible for ensuring that the usage and confidentiality by its directors, partners, advisers, agents or employees, sub-contractors and contractors is in accordance with the terms and conditions and requirements of this tender; or

Unless otherwise agreed herein, use of any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party / Bank or its customers or their projects.

In maintaining confidentiality hereunder the Receiving Party / Vendor on receiving the confidential information and materials agrees and warrants that it shall:

- Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure
- Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party
- Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub-contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub-contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document
- Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof
- The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party / Bank
 - a. Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control.
 - b. To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party.
 - c. So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control.
 - d. To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief,

having made all proper enquiries the requirements of this paragraph have been fully complied with.

e. The rights in and to the data / information residing at the Bank's premises, including at the DRC even in the event of disputes shall at all times solely vest with the Bank

f. The Vendor represents and agrees that during the Term of this RFP or until the Bank takes over the Deliverables from the Vendor, whichever is earlier, the Bank shall not be responsible for any loss/damage (including malfunctioning or non-functioning of Deliverables) caused to the Deliverables for any reason, unless such loss/damage (including malfunctioning or non-functioning of Deliverables) is caused due to the willful act or gross misconduct of the Bank or any of its personnel as certified jointly by the Project Directors of the Parties. In such an event, the Vendor shall promptly repair and/or replace the non-performing Deliverable with a suitable replacement, if required, without affecting the service level standards in this RFP without any additional cost to the Bank.

- The restrictions in the preceding clause shall not apply to:

a. Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party / Bank contrary to the terms of this document); or any information which is independently developed by the Receiving Party / Vendor or acquired from a third party to the extent it is acquired with the valid right to disclose the same.

b. Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party / Vendor shall promptly notify the Disclosing Party / Bank of such requirement with a view to providing the Disclosing Party / Bank an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.

c. The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party / Bank and its disclosure hereunder shall not confer on the Receiving Party / Vendor any rights whatsoever beyond those contained in this document.

The confidentiality obligations shall survive the expiry or termination of the agreement between the Vendor and the Bank. The Vendor shall execute NDA (Non-disclosure Agreement) with Bank as format shared provided in this RFP.

The Vendor shall be fully responsible for any breach of data confidentiality of customer related information. This liability shall be applicable even after the contract expires or gets terminated.

Information Ownership

All information transmitted by successful Bidder belongs to the Bank. The Bidder does not acquire implicit access rights to the information or rights to redistribute the information unless and until written approval sought in this regard. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately, which is proved to have caused due to reasons solely attributable to bidder.

Any information considered sensitive by the bank must be protected by the successful Bidder from unauthorized disclosure, modification or access. The bank's decision will be final if any unauthorized disclosure have encountered.

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

The successful 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 or existing at any of the Bank location. The Bidder will have to also ensure that all sub-contractors 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 or existing at any Bank location.

Independent Contractor:

Nothing herein contained will be construed to imply a joint venture, partnership, principal-agent relationship or co-employment or joint employment between the Bank and Bidder. Bidder, in furnishing services to the Bank hereunder, is acting only as an independent contractor. Bidder does not undertake by this Agreement or otherwise to perform any obligation of the Bank, whether regulatory or contractual, or to assume any responsibility for the Bank's business or operations. The parties agree that, to the fullest extent permitted by applicable law; Bidder has not, and is not, assuming any duty or obligation that the Bank may owe to its customers or any other person. The bidder shall follow all the rules, regulations statutes and local laws and shall not commit breach of any such applicable laws, regulations etc. In respect of sub-contracts, as applicable – If required by the Bidders, should provide complete details of any subcontractor/s used for the purpose of this engagement. It is clarified that notwithstanding the use of sub-contractors by the Bidder, the Bidder shall be solely responsible for performance of all obligations under the SLA/NDA(Non-Disclosure Agreement) irrespective of the failure or inability of the subcontractor chosen by the Bidder to perform its obligations. The Bidder shall also have the responsibility for payment of all dues and contributions, as applicable, towards statutory benefits including labour laws for its employees and sub-contractors or as the case may be. Bidder should take bank's prior written permission before subcontracting/ resource outsourcing of any work related to the performance of this RFP or as the case may be.

Corrupt and Fraudulent Practices

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

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

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

The Bank reserves the right to reject a proposal for award if it determines that the Vendor 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.

Sensitive Information:

Any information considered sensitive must be protected by bidder from unauthorized disclosure, modification or access. Types of sensitive information that will be found on Bank systems which the Service provider may support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.

Assignment

Bank may assign the Project and the solution and services provided therein by 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 facilities management services to any of the Contractor/sub-contractor, 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 Bidder for any reason whatsoever; (iii) expiry of the contract. Such right shall be without prejudice to the rights and remedies, which the Bank may have against Bidder. Bidder shall ensure that the said sub-contractors shall agree to provide such services to the Bank at no less favorable terms than that provided by Bidder and shall include appropriate wordings to this effect in the agreement entered into by Bidder with such sub-contractors. The assignment envisaged in this scenario is only in certain extreme events such as refusal or inability of Bidder to perform or termination/expiry of the contract.

Privacy and security safeguards

- i. The Vendor 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 Vendor or existing at any Bank location. The Vendor will have to develop procedures and implementation 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 Vendor will have to 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 Vendor or existing at any Bank location.
- ii. The Vendor hereby agrees and confirms that they will disclose, forthwith, instances of security breaches.
- iii. The Vendor hereby agrees that they will preserve the documents.

Governing Law and Jurisdiction

- iv. The provisions of this Agreement shall be governed by the laws of India. The disputes, if any, arising out of this RFP/Agreement shall be submitted to the jurisdiction of the courts/tribunals in Mumbai.

Statutory and Regulatory Requirements

The solution must comply with all applicable requirements defined by any regulatory, statutory or legal body which shall include but not be limited to RBI or other Regulatory Authority, judicial courts in India and as of the date of execution of Agreement. This requirement shall supersede the responses provided by the Vendor in the technical response. During the period of warranty / AMC, Bidder / Vendor should comply with all requirements including any or all reports without any additional cost, defined by any regulatory authority time to time and which fall under the scope of this RFP / Agreement. All mandatory requirements by regulatory / statutory bodies will be provided by the bidder under change management at no extra cost to the bank during the tenure of the 5(five) year contract.

Compliance with Laws

a) Compliance with all applicable laws: Vendor shall undertake to observe, adhere to, abide by, comply with 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 scope of work 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.

2. Compliance in obtaining approvals/permissions/licenses: Vendor 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 Company.

3. All necessary compliances relating to the transaction such as disclosure in in the returns to be filed, Tax Collected at Source (if applicable) etc. shall be duly undertaken by the supplier and in case of any non-compliance or delayed compliance, the Bank shall have right to recover interest and/or penalty that may be levied including liquidated damages @10 % of the value of supplier.

This indemnification is only a remedy for the Bank. Vendor is not absolved from its responsibility of complying with the statutory obligations as specified above.

Bank property

All data or information supplied by the Bank to the bidder in connection with the services being provided by bidder ('the software and Hardware') shall remain the property of the Bank or its licensors. All deliverables to the extent prepared by bidder hereunder for delivery to the Bank ('the Deliverables') shall be the property of the bidder and the bidder shall grant to the Bank a worldwide, non-exclusive, fully paid, royalty-free license to use, display, execute, reproduce, and distribute copies of the Deliverables for its internal use only, to the extent necessary for the intended use of the Deliverables. Except as otherwise provided herein above, if the bidder discloses any data or information to any unauthorized party the bidder agrees to indemnify and hold harmless the Bank against all claims, causes of action, liabilities, losses, damages, costs, and resulting from such disclosure.

Violation of terms

The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Vendor 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.

Survival and Severability: Any provision or covenant of the RFP/ subsequent Agreement, which expressly, or by its nature, imposes obligations on bidder shall so survive beyond the expiration, or termination of Agreement. The invalidity of one or more provisions contained in Agreement shall not affect the remaining portions of Agreement or any part thereof; and in the event that one or more provisions shall be declared void or unenforceable by any court of competent jurisdiction, Agreement shall be construed as if any such provision had not been inserted herein.

AMENDMENTS

Any change made in any clause of the contract which shall modify the purview of the contract within the validity and currency of the contract shall be deemed as an Amendment. Such an amendment can and will be made and be deemed legal only when the parties to the contract provide their written consent about the amendment, subsequent to which the amendment is duly signed by the parties and shall be construed as a part of the contract, which shall be applicable for the successful bidders in case of SLA and subsequent agreements as per requirement of the bank.

ANNEXURE 1

Bid Security Declaration

Pro-forma of Bid Security Declaration given by all the Bidders participating in the RFP for End to End Deployment of ATMs inclusive of Supply/ Installation/ Commissioning, Site preparation (TIS) and Managed Services of 2600 Cash Dispensers (including 50 Mobile ATM) under OPEX Model on their official letter-head.

To,

Date:

Deputy General Manager-DP & TB Central Bank of India,
DP & TB Dept., 1st Floor, Central Bank Building,
55, M.G. Road, Fort, Mumbai-400023.

Subject: Bid Security Declaration for RFP for End to End Deployment of ATMs inclusive of Supply/ Installation/ Commissioning, Site preparation (TIS) and Managed Services of 2600 Cash Dispensers (including 50 Mobile ATM) under OPEX Model. (Tender No CO: ATM: RFP: 2021-22: 02 dated 02.10.2021)

Dear Sir, We _____ (bidder name), hereby undertake that we are liable to be suspended from participation in any future tenders of the Bank for 2 years from the date of submission of Bid in case of any of the following:

- 1) If the bid submitted by us withdrawn/modified during the period of bid validity.
- 2) If any statement or any form enclosed by us as part of this Bid turns out to be false / incorrect at any time during the period of prior to signing of contract,
- 3) In case of we becoming successful bidder and if: a) We fail to execute Contract within the stipulated time. b) We fail to furnish Performance Bank Guarantee within the timelines stipulated in this RFP document.

Yours faithfully,
Authorized Signatory
Designation
Bidder's Corporate Name

Stamp

ANNEXURE -2

COMPLIANCE CERTIFICATE

To

The Deputy General
Manager
Central Bank of India,
First Floor,ATM Dept,Fort ,Mumbai.

Dear Sir,

Ref: - COMPLIANCE CERTIFICATE: RFP End to End Deployment of ATMs inclusive of Supply/Installation/commissioning, Site preparation (TIS) and Managed Services of 2600 Cash Dispensers (including 50 Mobile ATMs)under OPEX Model

Having examined the Request for Proposal (RFP) including all items, the receipt of which is hereby duly acknowledged, we, the undersigned offer to provide the desired services including supply and maintenance of CDs in conformity with the said RFP and in accordance with our proposal and the schedule of Prices indicated in the Price Bid and made part of this bid. If our Bid is accepted, we undertake to complete the Project within the scheduled time lines as specified in the Purchase Order. We confirm that this offer is valid for a minimum period of 180 days from the last date for submission of RFP to the Bank. (RFP closing date). 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 subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988" and that using any type of influence shall be a disqualification for participating in the bidding process. We agree that the Bank is not bound to accept the lowest or any Bid that the Bank may receive. In case of our winning the contract and being given a purchase order we undertake to sign the Service Level Agreement within 30 days of the date of Purchase Order.

We have not been barred/black-listed by any regulatory / statutory authority and we have the necessary powers and all statutory approvals required, permissions, licenses and certificates to be appointed as a service provider and the same are still valid and subsisting. We agree to abide by all the terms and conditions specified in the RFP. Necessary costing has accordingly been considered in our commercial offer.

Signed Dated Seal & Signature of the Bidder

Phone No.:

Fax:

ANNEXURE –3

BIDDER'S PROFILE.

1. Details of the Bidder and their Channel Partners

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

S.No.	Item	Requirement	Documents submitted yes/no	
1	Name of Company			
2	Postal Address			
3	Physical address of the Main office			
4	Telephone and Fax numbers.	Visiting card/letter head of the company.		
5	Constitution of the Company:	Sole Proprietorship / Partnership/ Ltd company. Certificate of commencement of business/Incorporation.		
6	Name and designation of the person authorized to make commitment to Central Bank of India.	Letter to this effect.		
7	Email Address			
8	Whether any of the family members of Directors/ Majority shareholder/ Authorized signatory working with Central Bank of India.	If yes please submit details thereof.		
9	Year of commencement of Business			
10	Sales Tax No.			
11	Income Tax PAN			
12	Whether manufacturer/authorized dealer/agent.			
13	Name and Address of manufacturer			
14	Location of Manufacturing facility			
15	Brief Description of facilities for manufacture, production, inspection, Testing and quality assurance.			
16	Brief Description of after sales service facilities available with the Bidder			
17	Income Tax Clearance Certificate Yes/No	Copies of Income Tax Returns filed During last – 3- years.		
18	Copies of the Audited Balance sheet and Profit & Loss Accounts of last –3- years			
19	Average turnover of last –3- years period from CD business. (Please submit auditor certificate if not clear from Audited balance sheet.			



CENTRAL TO YOU SINCE 1911

CENTRAL BANK OF INDIA
RFP FOR Deployment of 2600 CDs (Including 50 Mobile
ATMs) under OPEX Model
TENDER No. CO: ATM: 2021-22: 02 Dt. 02.10.2021

DETAILS OF TRACK RECORD:

[illegible]

ANNEXURE-5 **DETAILS OF SERVICE CENTERS:**

Sr.No.	Place	Owned/Franchise	Postal Address	Contact Numbers	Service Facilities available, please describe	Number of Service engineers

ANNEXURE –6 COMPLIANCE CHECKLIST WITH QUALIFICATION CRITERIA.

S.NO	Eligibility Criteria	Yes/No	Supporting Proof to be submitted (as per Eligibility criteria)
1	Make In India- Percentage of local content ii) Only 'Class-I local supplier' and 'Class II local suppliers' are eligible		
2	The Bidder company should be registered company under Registrar of the Companies as per the Company Act 1956/2013 or LLP/ Partnership firm and should be incorporated in India and have been in Operation for a period of at-least 3 years in India as on date of the RFP. The company should not be under liquidation / NCLT.		
3	Bidder from a country which shares a land border with India, the bidder should be registered with the Competent Authority		
4	MICRO AND SMALL ENTERPRISES (MSEs) - If bidder is willing to get benefits as per the guidelines of Public Procurement Policy issued by Government of India (Appendix-L)		
5	The bidder must be either the Original Equipment Manufacturer (OEM) of Cash Dispenser or its authorized representative in India. In case bidder is an authorized representative, an authorization letter from manufacturer as per Format (Manufacturer's Authorization Letter) to this effect should be furnished.		
6	The Bidder should have supplied, installed and managing minimum 1000 Cash Dispenser in Public / Private Sector Bank in India during the last 5 years as on 31/03/2021. The Bank reserves the right to inspect such installations eligibility while evaluating the Technical Bids.		
7	Bidder should have experience of minimum 3 years in providing the services under outsourced Model/Transaction cost model to Banks in India. Bidder should have installed and maintained minimum 1000 ATMs under CAPE/OPEX model during last 5 years as on 31/03/2021 successfully. Bidder will install ATMs from an OEM who has minimum installed base of 1000 ATMs in Banks in India as on 31/03/2021.		
8	The bidder must be having positive net worth in each year during each last three years (2018-19,2019-20 and 2020-21)		
9	Bidder should be a net profit-making firm (before tax) in minimum 1 year profit in last 3 years (2018-19,2019-20 and 2020-21).		
10	The bidder should have a minimum annual turnover of Rs. 100 crores during each of the last three financial years i.e. 2018-19, 2019-20 and 2020-21. Group company turnover will not be considered.		

11	The bidder/OEM should not have been blacklisted/Debarred by any Public Sector Bank, RBI, IBA, Government / Government agency in India. The bidder in their company's letter shall provide undertaking to this effect.		
12	The bidder should not have been classified as NPA by any Bank or taken over by Asset reconstruction Company (ARC) at the time of submission of bid. The bidder in their company's letter shall provide undertaking to this effect		
13	The bidder should have support centers in at least 100 locations at places mentioned in Annexure-11. The bidder should undertake to establish new support centers to cover all locations mentioned in Annexure -11 within the 3 months of Agreement signing.		
14	Bidder should be an ISO 9001:2015 /27001:2013/ 20000:2011 certified or equivalent entity.		
15	Bids should be for latest models and should not include models, which are marked to be withdrawn (End of Life) and End of Support during contract period. The CDs should be compatible with the Bank's ATM Switch "Lusis Tango provided by FSS". In future if bank move to other switch vendor should certify their machines for the same, at no cost		
16	The bidder or the OEM should have ready model(s) having features of sensing QR code, Biometric Reader, Contactless & Card Reader (stripe & EMV). The bidder should make compatible with bank's requirements.		
17	Bidder should have centralized complaint monitoring system in place with toll free number, email for call logging		
18	Bidder should have its owned Managed Service Centre Operational in India and must be managed services of ATMs/Cash Acceptor Machines including but not limited to 24*7 monitoring, call escalation, FLM,SLM, replacing consumables, EJ pulling etc. for at least 1000 ATMs as on 31/03/2021.		
19	Terms and conditions laid in this RFP are acceptable to the bidder		
20	CDs proposed are capable of the meeting functional (transactional) requirements outlined in this RFP document. Bidder will demonstrate / substantiate all claims made in the Technical bid to the satisfaction of the Bank, the capability of the machine to support all the required functionalities at their cost in their lab /office/ in any other organization where the function is in use.		

Annexure 7 : TECHNICAL & FUNCTIONAL SPECIFICATIONS (TES)
Technical and Functional Specifications of Cash Dispensers

The Service Provider is required to supply the Cash Dispensers (CD) with the following specifications:

Front Access Lobby Model

Sl No	Specifications	Yes/No (Remark)
	1. Processor	
1.1.	6th Generation Intel® Core TM i5 Processor or higher with minimum 2.3 GHz or higher and 6 MB cache or above. This is minimum specification and vendor to provide the supported OS/Patching related software and hardware upgrades without any cost to Bank during the contract period.	
1.2.	8 GB DDR3 RAM or higher with scope to increase capacity, whenever required.	
1.3.	1 X 1 TB or higher SATA HDD (for OS). 1 X 1 TB or higher SATA HDD (for Camera Images).	
1.4.	4 or more USB ports 2 in front for front access CDs	
1.5.	The selected Bidder should provide CDs with at least Windows 10 or Linux with latest patches or above operating System/supported version of Windows operating system. The bidder is responsible to update the OS patches and upgrade the OS of CDs to higher version of /supported version Windows operating system before expiry of extended support of Windows 10 from M/s Microsoft at no additional cost during contract period and extension period. Further, the Bidder should ensure that on up-gradation, there should be no disruptions of service and no performance related issues are faced.	
1.6.	OS Hardening (with local firewall) guidelines issued by the OS supplier and the Bank's IS Policy should be strictly followed.	
	2. Device Software	
2.1.	Software with CEN XFS 3.10 or above /equivalent compliant layer (In case of Linux operating system) and cross vendor support, documentation, and terminal diagnostics/utilities and capable of running Multi-Vendor Software without any hardware changes. Testing, installation and Operationalization of same without any additional cost to the Bank.	
2.2.	Software with drivers (for non-XFS devices), API documentation, and terminal diagnostics/utilities.	
2.3.	CD should be adequately hardened and only white listed necessary services run in the system (White listing of applications). No malware including viruses, worms and Trojans enter and Affect the system. CD should be pre-installed with whitelisting application solutions. All bidders must provide Whitelisting solution with following features. <ul style="list-style-type: none"> The solution must ensure that only whitelisted applications run on the CD. The solution must prevent the execution of any non-whitelisted files on the 	

	machine Bidder to provide standard whitelisting solution which should meet above requirements and should come preloaded in the CDs to be supplied and installed by the successful bidders	
2.4.	OEM/Service provider is required to provide latest OS and Cen FS application version to support Regulatory requirement or Bank's need to support applications during the contract period.	
	3. Currency Chest	
3.1.	CEN L / UL 291 Certified Secure Chest Level 1 -Certificate of conformance to be enclosed (UL (Underwriters Laboratory Inc. USA) Certified meeting 291 Level 1 or higher or the CEN L or higher certified for the CD Currency Chest. CEN L or higher will be preferred.)	
3.2.	S&G / MAS Hamilton (KABAMAS-CEMCON) (or an equivalent make, of high international repute) , Centrally/Remote controlled dual electronic combination lock of 6 + 6 digits with capability for one-time combination(OTC) and audit trail without any hardware change and should be UL and VDS Certified	
3.3.	Alarm sensors for temperature status, seismic or vibration status and chest Open status while sending signal/messages to Switch/Management Centre	
3.4.	Terminal should be able to change automatically to Supervisory /Maintenance/Out-Of-Service mode, in following cases when : a) when cabinet/Hood Door is Opened b) Chest/Safe door is Opened. The Terminal should not dispense /initiate dispensation process when in Supervisory /Maintenance /Out-Of-Service mode except when required for Testing / fault resolution by Engineer.	
3.5.	Terminal should be able to change automatically to In-Service/Transaction mode, after Chest door and Hood door is locked.	
3.6.	UL 291 Level 1/CEN1 Certified Secure Chest or higher	
4.1.	4. Cash Dispenser	
4.2.	Dispense minimum 40 bills/ currency notes per transaction.	
4.3.	Dispense used notes	
4.4.	Capable to retract notes but this functionality should be in disabled mode. However, the CDs should be capable to be enabled for cash retraction if so desired by the Bank in future at no additional cost to the bank	
4.5.	Indication (visible/audible and software) of proper insertion of all cassettes.	
4.6.	2 Double Pick Module, and 4 cassettes with lock & key. Capable of shutting automatically when removed from the CD and should be capable of working even with 2 cassettes.	
4.7.	Reject BIN or Divert cassette bin with lock and key with capacity to hold at least 200 notes.	
4.8.	Each Cassette should hold minimum of 2500 currency notes.	
4.9.	Capable of Multi currency dispensing	
4.10.	Capable of dispensing all denominations Rs.100, Rs. 200/-,Rs. 500/-,	

	Rs.2000, as well as new denominations, if any, issued subsequently without any extra cost to the Bank. All cassettes should be adjustable to hold and dispense the currency notes if dimensions of currency notes are changed without any additional component Requirement. Bidder should ensure the calibration as per bank requirement without any additional cost.	
4.11.	Dispense at least 5 notes per second.	
4.12.	Machines should not dispense soiled, mutilated notes	
4.13	Encrypted communication and trust relation should be established between PC core and dispenser.	
4.14.	Should not have any hardware module sensors which could be accessible by any end consumer either during idle state or during transaction processing	
4.15.	Multi-media dispenser (ticket/coupon/stamp/receipt) with bunch presenter	
4.16.	Friction /Vacuum pick / robotic arm technology	
4.17.	Vendor to provide all the model of CD as specified in the submitted Technical Specifications of not more than two OEMs. Any vandalized machine will also be replaced with the same make & model	
4.18	Double pick module with four currency cassettes (with lock and key) Four Pick Module with 4 cassettes configuration with latches capable of shutting automatically when removed from the CD and should be capable of working even with 2 cassettes.	
	5. EMV Cash Dispenser	
5.1.	Smart Card, Chip Card EMV Co Version 4.0 or later, as certified, with supporting EMV Co L1 , LOA. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank.	
5.2.	EMV Co Level 2 approved terminal application/kernel. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank.	
5.3.	Should provide necessary conformance /certificates/approvals from VISA, Master Card, Amex, Union Pay, Rupay, JCB, Discover including TQM(IFM) certificates or as per the bank requirement. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank.	
5.4.	Card reader should be compatible to work with any valid EMV Co certified EMV Kernels.	
5.5.	CD should be ready for using the new EMV Chip Cards i.e. EMV Chip Card Reader enabled.	

5.6.	<p>Dip Smart Card Reader with anti-skimming device installed and integrated with the card reader of the CD.</p> <p>Details of the anti-skimming technology/device to be enclosed.</p> <p>The bank is looking for a comprehensive skimming protection solution which achieves the following:-</p> <p>Senses unauthorized attachment of any device on The card reader module,</p> <ul style="list-style-type: none"> • Sends the signal to switch and further to the Remote ATM Management Centre of the vendor and Online Monitoring Solution of the Bank, • Capable of enabling the switch to put the machine Out-Of-Service as well as block the card reader from accepting any more card insertions. • FS needs to send out error status so that the SNMP/ MVS can pick it up and notify the monitoring system. • should be equipped with solution/device for protecting from Deep insert skimming and shimming, It should also have the provision to sense any suspicious anti-cloning attempted through insertion of wire 	
5.7.	Communication link between the card reader and system should be encrypted by latest encryption standards. (This is between the Card Reader and the CD)	
5.8.	Capable to read magnetic tracks 1 & 2	
	6. Customer Interface	
6.1.	15" LED or higher touch screen with standard bright and full screen Display. Touch display preferably with FDK screen	
6.2.	Touch Screen Specifications: Preferably IP65 rating	
6.3.	<p>Vandal screen with Privacy filter.</p> <p>Resistance to Indian weather, vandal proof and pertinent to and Indian usability condition</p>	
6.4.	<p>Rugged spill proof Triple DES enabled keyboard with polycarbonate tactile/stainless Steel EPP pin pad. EPP Keypads to be PCI-PTS compliant with sealed metal keypad. PIN Pads shall be covered to prevent PIN disclosure via shoulder surfing. EPP should be designed so as to prevent overlaying of fake pin pad. Forcible removal of EPP should bring the machine down resulting in loss of data stored in the EPP, so as to prevent compromise even with high end decryption. Please provide details of the technology / solution.</p> <p>Should accompany with PCI 3.0 or above& ADA certificate.</p> <p>On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank. EPP Pin Pad Should be with Braille Embossing.</p> <p>Triple DES compliant 16 key Alphanumeric keypad secured Encrypting PIN Pad</p>	

6.5.	Touch Screen (with support for visually handicapped through Function Keys / EPP wherever required). Braille stickers and text speech device on all devices as per requirement to support the visually challenged	
6.6.	All devices to have features as per requirements to support the visually challenged. All CDs to meet the requirement of 'Talking ATMs' (EP needs to ensure that braille supported keys (Pin Pad, Function Keys, Locations of key devices, Audio jack) are present on the ATM. CD must have Braille Decals on Customer interface modules like card entry slot, Cash exit slot, receipt slot in order to ensure ease of access for visually challenge person.	
6.7	The PIN Pad must also meet Visa requirements on Tamper Resistant Security Module which enables automatic destruction of Secret keys in case of attempt to interface with the encryption system	
6.8	Additionally the PIN Pad must have key guard and key shield affixed. CDs should be equipped with PIN pad shields covering all three sides to avoid shoulder surfing or capture by the eternal camera	
6.7.	Multilingual /Trilingual Screen Support (English, Hindi, Regional language), in static graphics (PC, JPEG, etc.) and video files(incl.MP4)	
6.8.	Terminal should be capable to display graphic screen and video files in commonly available picture formats (MPEG, MP4, PC, JPEG, BMP etc.).	
6.9.	Voice guidance support with internal speakers & headphone jack (hardware as well as software both to be provided with CD). Capable of voice guidance to the customer and digitalized wave files in the Indian accent for the same in Hindi & English and regional languages as per the banks requirement to be provided by the vendor. There should be support for text to speech for full-fledged voice guidance Solution implementation without any extra cost to the Bank.	
6.10.	Provide Text-to-Speech (TTS) support in English, Hindi and regional languages.	
6.11.	Terminal should be capable to integrate with custom/3rd party Text-to-Speech (TTS) software.	
6.12.	Voice guidance support with internal speakers and head phone jack	
6.13.	MPEG - 4 full motion video support, and support for common video codes.	
6.14.	CD should have Rear View Mirrors covering major area of the site which allow users to see what is happening behind to avoid shoulder surfing	
6.15.	CD should have PIN pad shield covering all three sides to avoid shoulder surfing and capture by the eternal cameras.	
6.16	Adherence to Persons with Disability standards compliance. give details; Cash Dispenser should be accessible to physically Challenged, Wheel Chair Access	

	and Visually Challenged as per ADA, Access-For-All (AFA) & RBI guidelines- Self-declaration Certificate required	
6.17	Manufacturing should have ISO certification 14001 and 9001 certification.	
6.18	The CD should be PA-DSS complied, Application should be PCI PA-DSS compliant as on date of supply of CD.	
	7. Integrated CD Surveillance Solution	
7.1.	One in built camera to capture the face image of the customer transaction, Pin hole camera and one eternal dome camera for ATM room. Solution must be motion-sensitive and capable of capturing image of the person while doing transaction in the CD. Camera with a minimum resolution of 640480. Camera should be suitably positioned to take image of the person even under extreme / difficult lighting conditions. It shall be the responsibility of the bidder to ensure that the images so captured are able to identify the persons entering the ATM room. The cameras should be pilfer-proof.	
7.2.	Solution should be able to store the images in a digital format for minimum 6 months at an average of 400 transactions per day. The back-up should be taken at quarterly intervals or earlier as per requirement by the Bank and supervised by the Vendor. The images will be stored on one of the 2 Hard Disks in the machine. Vendor to increase storage capacity for machines having more than average 400 hits per day accordingly.	
7.3	Grouting-: Drilling 10"-12" holes in the flooring and hammering metal sleeves in these holes. Putting in Anchor fasteners - min. 8" long anchor fasteners, preferably of Fischer make. Applying resin adhesive (Araldite) over the finished bolt positions for improved bonding.(exception may be provided in highly secure areas, if RBI guidelines permit the same.). Bidder should arrange the ATM engineer and required support team and complete grouting activity without any cost to the Bank	
7.4.	Solution must provide an interface to browse, search and archive the stored images on hard disk or eternal media.	
7.5.	Solution must be able to capture & stamp the transaction information (card number masked to comply with PCI-DSS) on the images. Support watermarking for Image / video authentication. The resolution of the camera should be sufficient enough to capture the quality image of the object for clear identification.	
7.6.	The solution must have a search facility to locate an image/event by date & time, card no., transaction reference no. and ATM/CD ID.	
7.7.	The solution must be capable of monitoring from a central location/portal. The solution should be able to pull the required images from the central location and share the same over e-mail/sftp/other Communication medium with bank officials, as and when required.	

7.8.	The image surveillance solution must not degrade the performance of ATM/ CD, e.g. speed of normal transaction. The solution should be able to pull the required images from the Central Location and share the same over e-mail with Bank officials, as and when required.	
7.9.	The image surveillance hardware should be integrated within the CD.	
7.10.	Cash Dispenser must be capable of performing under extreme conditions. Temperature : Minus(-) 0 degree Celsius to plus (+) 50 degree Celsius (Without Air Conditioner) Humidity : 5 to 95 % RH (Without Air Conditioner)	
7.11.	Solution should be able to integrated with any Multi- Vendor ATM Software available with Bank.	
7.12.	The Solution should be capable of notifying the Switch in case the DVSS camera is covered/ blocked by any means so that the Cash Dispenser does not dispense cash.	
7.13.	DES Chip	
7.14.	Capable of Remote Key Management - Triple DES/RSA, Certificate or Signature-based.	
7.15.	Triple DES chip with encryption/ verification/ validation software. Should support AES 256 without any additional hardware	
7.16.	CD should be with in-built security features to trigger alarm in case of fire, hammering/tilting of the machine	
7.17.	Connectivity	
7.18.	Should have Network Interface Card(NIC) 10/100/1000 Mbps with IPV 6 compliant	
7.19.	CD must support TCP/IP and DNS	
7.20.	CD must Support TLS 1.2 or above and shall provide required software, if any.	
7.21.	Should support IPv4 addressing and be IPv6 ready. Ability to perform IPv4-IPv6 integration, if required, at no additional cost to bank.	
7.22.	Minimum one NIC to be provided and should have ability to support multiple NIC preferably to enable multiple connections	
7.23.	Receipt Printer	
7.24.	Minimum 40 column Graphic Thermal Receipt printer with dual mode Printing. Graphics Thermal Printer for trouble free receipt printing. The printer must be able to cut the paper and push the receipt out of a slot provided on the CD fascia	
7.25.	Machine should print customer slip in HINDI and English and regional Languages.	
7.26.	Printer driver/firm ware needs to support Hindi, English and regional Indian type fonts/specification.	
7.27.	Electronic Journal	

7.28.	Electronic journal to be written on CD hard disk and replicated on the second hard disk which records images. The solution should include a EJ viewer.	
7.29.	Support centralized EJ Pulling and also as per the requirement of bank	
7.30.	EJ should be non-editable with encryption or with checksum or any other solution to prove the authenticity of EJ before a third party such as the Regulator (RBI), Courts, Banking Ombudsman, Police Authorities etc.	
7.31.	Vendor should have their own software agent for EJ pulling and Remote Monitoring Software and also as per the requirement of bank. All machines to be enabled with Electronic Journal (EJ) with capabilities to store EJ for multiple days. CD to be preloaded with a certified software agent of BANK/BANK's Manage Service Vendor during time of installation. Support for the Cash Dispenser to monitor its functions from a Central site. The Cash Dispenser should be capable of supporting a third party software agent such as SDMS (Scientific Data Management System) etc. The vendor also agrees to install any Software selected by the Bank at no cost to the Bank.	
7.32	Backup of EJ should be configured on the different hard disk drive than the drive on which EJ is generated	
7.33	The model must support remote downloading of screens and remote loading of security keys. Also, the model should support remote patch uploading and patch execution.	
	8. Software / Software Agent	
8.1	Remote diagnostic agent to diagnose problems with the machine including but not limited to predicting part failures. This service including proactive rectification of problems reported by remote diagnostic agent will have to be provided by the Applicant /bidder/ OEM mandatorily at no extra cost to the Bank. The software should have the utility for converting files containing transaction details into ASCII format	
8.2	Media Status	
8.3	Low and media empty warning for all items viz. currency notes, Divert bin full, paper jam, printer fatal consumer printer roll etc.	
8.4	Surveillance equipment (camera and related equipment)	
8.5	i) Unauthorized attachment of any device on the card reader module, ii) Sending signal to switch and further to the Remote ATM	iii)
	9. Power	
9.1	In-built SMPS to work on 230V 50 Hz power supply.	
9.2	Support input voltage of 230V AC /50 Hz with +/- 5% variation.	

9.3	CD should have Low Carbon Footprint Operation as well as in idle condition.	
9.4	CD should have Integrated Power Management Solution. The CD software must be capable of interfacing with the Bank's UPS systems and query the battery status, in -line power and temperature, taking the machine out of service if the battery capacity is too low, perform scheduled power offs and automatically start up at the configured date and time. The solution must shut down gracefully to allow completion of the ongoing transaction in the event of complete battery discharge. The above power management functionality must be controllable remotely. In this situation, CD should have the capability of generating message of low battery status and should send the same to the switch.	
9.5	CDs to be provided with facility which will be required for preserving the last state of the machine in the event of loss of power supply to achieve safeguarding the corruption of ATM Software. CD should have an MCB / Chip / IC / etc., prior to SMPS / POWER Manager to prevent damage to machine due to power fluctuations.	
	10. Contactless Card Reader	
10.1	Contactless Card integration- <u>RBI CIRCULAR FOR CASH WITHDRAWAL</u> The NFC contactless module with support Contactless Card integration (Hardware and Software) supporting up to ISO 14443 Type A/Type B, MiFare, ISO 21481 and ISO/IEC 18092 or higher. In case of any new guidelines or the regulator mandates newer specifications, the service provider should provide required support for hardware/software without any additional cost to the bank during the contract period.	
10.2	Smart Card/ Chip Card EMVCo Contactless Version 2.1 or later, as certified with supporting EMVCo L1 LOA. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank.	
10.3	EMVCo Level-2 approved terminal application/kernel. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank. Vendor should address EMV fallback resolution timely.	
10.4	Should provide necessary certificates/approvals from VISA, Master Card, Amex, Union Pay, Rupay, Discover including TQM(PCD) certificates. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank.	
	11. Biometric	
11.1	Should be UIDAI certified device for biometric capture and authentication. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank.	

11.2	Support Biometric Based Authentication API V2.0 specifications (should be UIDAI certified biometric device for biometric capture and authentication). On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank.	TENDER No. CO-ATM-2021-22-02-DT-02-10.2021
11.3	CD must also have biometric authentication functionality with finger print reader as per Aadhar 2.0 Level 0 specifications and same is required from the initial stage. The CD should support Bio-metric functions and integrated with the Bank's Biometric solution and UIDAI certified solution (Aadhar) without any additional cost to the Bank. Compliance/ Provisional testing certificate from STQC/ Aadhaar should be submitted with technical bid. The Biometric Scanner should be STQC Certified with minimum Level 0 compliance as per NPCI/UIDIA guidelines	
	12. Barcode/QR CODE Scanner	
12.1	CD should have capability to integrate 1D/2D barcode and QR code scanner for future requirements of scanning codes from mobile phones by simply attaching a reader, compliant with Code128, Code39, QRCode standards.	
12.2	Should be capable of reading barcodes of all popular symbolizes, including Code 128, with up to 36 Characters	
	13. Testing / Software Testing	
13.1	The necessary technology/ application/ hardware for supporting card based, card less and biometric transactions should be available ab-initio.	
13.2	L-3 Certification with MasterCard, Visa, Rupay or any other provider to be done by the service provider.	
13.3	CD Machine should be compatible since inception of project, with all NPCI existing or proposed functionalities like ICCW, BPPS, withdrawal through UPI and other value added services etc.	
13.4	Cash Slot camera A Camera should be present within the machine at the cash slot to capture the movement of cash from the presenter belt and final Withdrawal by the customer. The camera should be capable of taking images and videos of the cash movement. The images and videos should be time stamped with Terminal ID, Masked Account & Card no. etc. The images and videos should be saved in the Hard disk and should be capable of being pulled centrally. The bank will require these images and videos for disputed transactions. It will be bidder responsibility to provide the images and video for the transactions required by the Bank/regulator/Police authority etc.	
	14. Hardware	
14.1	Vendor to provide utility for converting the Cash Dispenser files, containing transaction details, into ASCII format.	

14.2	There should be 8 FDK keys with Braille Impressions (4 on either side of the Screen) for selecting the various options being displayed on the Screen.	
	15. Scalability/Upgradability	
	The CD should be scalable/upgradeable in terms of	
	RAM, HDD	
	Bar Code Reader compatibility CD should have capability to integrate 1D/2D barcode and QR code scanner for future requirements of scanning codes from mobile phones by simply attaching a reader, compliant with code 128, code 39, QRC code standards.	
	16. Remote Status Indicators	
	CD should have remote status indicators including but not limited to below mentioned indicators:	
	Low paper for RP /JP	
	Low currency	
	Divert bin Full	
	CD out of service	
	Paper jam in printers	
	Printer fatal	
	Surveillance equipment (camera and related equipment)	
	iv) Unauthorized attachment of any device on the card reader module, v) Sending signal to switch and further to the Remote ATM	
	17. Operator Interface	
	i) Maintenance Panel / Monitor to facilitate all operations related to housekeeping and maintenance of the CD. CDs should have rear view mirrors covering majority area of the ATM site	
	ii) CD should be mechanically and electrically capable of functioning 24 *7 * 365 bases.	
	iii) Able to perform a self-test/ diagnostic test at the time of logout from the maintenance module	

Annexure 7 A. ATM APPLICATION RELATED: All are mandatory

SERIAL NO	Features
1.	Machine should be capable of centrally downloading Software/ Patches upgrades and idle screen and content distribution when connected with Bank's provided MVS Software.
2.	Should have built-in eJ viewer with search facility
3.	Should have EJ archival and retrieval facility
4.	Should be capable of interface through multi-vendor ATM software Agent machine with Bank's Switch Multi-Vendor ATM Central Server.
5.	Cash Dispenser Application should be capable to interface with Bank's Switches Multi-Vendor Central Server
6.	Software for reading the EMV Chip Cards, Smart Card/ chip Card EMV version 4.0, Level 2 approved terminal resident application.
7.	Remote diagnostic agent to diagnose problems with the machine including but not Limited to predicting part failures. This service including proactive rectification of problems reported by remote diagnostic agent will have to be provided by the bidder /OEM mandatorily at no extra cost to the Bank. The bidder also agrees to install any software selected by the Bank at no cost to the Bank.
8.	Response to the terminal from central solution should not be more than 500 Milli seconds from the time of request originated at the terminal. In case of delay in response or no response from central Solution default transaction flow should be used.
9.	Terminal solution should be the single intelligent application that controls devices/supports display on screen at terminal. Controls and supports multiple devices eg epp, dispenser, card reader etc.
10.	Bidder to confirm ability to demonstrate proof of concept about CD software being capable of supporting all the applications currently with the bank such as CD Locator and other Utility Bill Payments.
11.	Software to support DDC/912 or NDC message emulation.
12.	The bidder/Supplier should support the Endpoint protection Solution available with Bank else bidder/supplier should provide Virus protection, detection and maintenance of virus definitions for the native application

13	Vendor should arrange for OEM Vendor/Service Provider to deploy support team for testing at the ATM Test Lab whenever required at no cost to the bank.
14.	Support Loan Account /Fixed Deposit enquiry
15.	Support Balance Enquiry
16.	Support Mini-Statement
17.	Support Biometric Based Authentication API v 2.0 specifications (as Stated by UIDAI). Additional changes required to support later revisions to be provided at no cost to the bank
18.	Support/Display of graphics/animation/ scrolling/ date & time
19.	Support PIN Change
20.	Support Mobile Number Registration
21.	Support Mobile Banking Registration/Deregistration
22.	Support CENTRAL BANK OF INDIA Credit Card Bill Payment
23.	Support CENTRAL BANK OF INDIA Credit Card Cash Withdrawal
24.	Support Prepaid Card Cash Withdrawal
25.	Support Prepaid Card Balance Enquiry
26.	Support Aadhaar Number Seeding
27.	Support Cash increase/decrease/short/ excess Admin Transactions using admin card
28.	Support Dynamic Currency Conversion during transaction
29.	Support Failure Alert
30.	Support Idle Screen /Advertising
31.	Supports for all available and proposed /advanced value added services
32.	Supports OTP Based and Card less transaction withdrawals
33.	Supports Virtual keyboard at ATM Screens for inserting alphanumeric text/numbers.
34.	Support QR code based Transaction
35.	Support Card less Transaction
36.	Support NFC based transaction/contactless transaction

37.	Support EMV-chip based Transactions
38.	Support for AKDS
39.	Support for 3-DES
40.	Support for supervisory mode cash counter update
41.	Support Account Number Masking (on receipt)
42.	Support 2 digit Screen for checking Keypad is working
43.	Support Timed out and Last Transaction Status(LTS) based reversals
44.	Support for MAC (Message Authentication Code)
45.	Support 2048-bit or higher encryption standards
46.	Support Instant Money Transfer Transaction.
47.	Support for AES 256
48.	Support for TLS1.2 or higher
49.	Support Biometric based Registration
50.	Customer preferences eg Language, Fixed amount withdrawal etc.
51.	Supports Windows 10 or the latest available Windows operating system (up gradation to the latest version at no extra cost to the bank)
52.	Application interface facilitating all Admin, Reconciliation and MIS functions
53.	Provide Text-to-Speech(TTS) support in English, Hindi and regional languages.
54.	Terminal should be capable to integrate with custom/3 rd party Tet-to Speech(TTS) software.
55.	Solution to support capturing, storing and retrieval of pictures/ Video clips during the transaction at the terminal using proprietary and/or CEN FS Compliant camera.(In case of proprietary camera solution, solution provider to develop/customize the camera solution using proprietary drivers and/or using proprietary camera application wherever available)

56.	Proposed Solution should be capable of stamping the transaction Information (with masking of Card Number as per PA-DSS) on the images / Video clipping.
57.	Customization if any with the OEM proprietary solution will be the sole responsibility of the Solution provider)
58.	EJ format should be parameterized and on the standard format irrespective of make and model of the terminal, as per the requirement of the Bank.
59.	Multilingual support for all Official languages as declared by the Indian Constitution or by respective states in India as well as the major foreign languages
60.	Screens
61.	Campaigns
62.	Receipts Printing
63.	Text Messages on Screens
64.	Audio support (Text to speech in preferred language)
65.	Disability compliance (Text to speech, longer timeouts, handset detection, FDK to numeric key detection.
66.	CD Should be capable of integrating with any Endpoint Protection Solution, if any, available with the bank from time to time without any cost to bank.
67.	<p>OEM's native ATM Application should be able to block USB ports on the ATM. CD should have protected USB ports under operating system log-on.</p> <ul style="list-style-type: none"> a) ATM USB Ports should be configured to work in a locked down / restricted mode (with non admin rights). b) When the user is logged in as an Administrator, USB drive (Pen Drive, USB HDD, DVD Drive) should ask for a password and only up on a valid password it should allow the user to activate the USB Drive. c) Such password should be generated dynamically and not a default password d) The authorized personnel should retrieve the password from a central helpdesk via email or telephone or SMS through a registered email / mobile number. <p>There should be a tracking / database maintained for the Password issued to every ATM and retained for audit purpose. Password must meet the minimum length and combination of letter/word as per Bank security policy.</p>
68.	OEM's native ATM Application should have firewall functionality. Vendor to provide Firewall on the machine, Anti-virus installation and time to time updation.
69.	OEM's native ATM Application should issue alert/ warning once a threat has been identified.

70.	OEM's native ATM Application should block unauthorized installed software. CD should have the provision to change the default BIOS password to Banks own Password
71.	OEM's native ATM Application should have capability to allocate only required ATM resources to the whitelisted application. The application should monitor during the execution of the application that only whitelisted resources are accessed and log all events at the ATM Terminal.
72.	OEM's native ATM Application should be capable of integrating with Bank's Provided single centralized management console for managing, administering and pushing the hardening policies
73	Vendor to deploy full hard disk encryption (FHDE) and encryption and authentication solutions to protect internal communications between the genuine ATM PC core and ATM modules, including the dispenser
74	Bank wishes to adopt high software security with use of application for Communication Security Solution Should comply to PCI DSS Standards The solution should comply with the following processes: - <ol style="list-style-type: none"> 1) Server Certificate to CD for Authentication 2) Verification of Server Certificate at the CD 3) New session for every new communication between CD & Server CRM Application should provide a secure communication TLS 1.2 to the host / CD switch such that the data flowing between CD & Switch remain secure). Necessary changes for enabling TLS 1.2 at the CD level will be vendor responsibility and at the back-end switch level it will be Banks responsibility. Bank to provide the necessary certificate required to implement TLS 1.2 /TLS 1.3
75	Protocol CD must support the TCP/IP protocol. CD should also support leased line, VSAT, CDMA, GPRS, GSM, 3G, 4G, 5G Fixed wireless connectivities.

76.	The OEM's native application should have hardening policies for ATM environment and should have out of box prefabricated best practices to reduce installation period without any additional cost to the Bank.
77.	Vendor should arrange for OEM Vendor/Service provider for image create for installation either at site directly or before dispatching machine to the installation site.
78.	Vendor should arrange for OEM Vendor/Service Provider to Support all security review and testing provided by Bank as and when required without any extra cost to the bank.
79.	EMV Co Level 2 approved terminal application/kernel. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank during the currency of the contract.
80.	Vendor to provide functionality wherein currency denomination (not amount) is available on ATM screen as per Bank requirement

ANNEXURE –8

TIS – ATM SITE SPECIFICATION including Branding

SPECIFICATIONS FOR SITE INSTALLATION SERVICES FOR CD

Solution type: Onsite/ Offsite lobby Mode

Bidder has to adhere with all the below minimum specifications. Any other requirement for making site Operational shall be provided/maintained by vendor without any additional cost to the bank.

Part – ‘A’ Demolition Work, Civil Work

Item no.	Description of Item
A-1a)	DEMOLITION WORK – Demolition of existing wall (9”/41/2” thick) as require & carting away debris from site to the dumping yard
A-1b)	Demolition of existing tiling (floor and walls) as per requirements & carting away the debris from site to the dumping yard
	TOTAL FOR DEMOLITION WORK
A-2	CIVIL WORK
A-2 a)	providing & constructing 4 ½” thick brick wall in cement mortar (1:4) with 6” high RCC patli with reinforcement as per design at every 1000mm height to match with ceiling & lintel level, raking out joint, watering and curing (without plaster)
A-2 b)	As above, but for 4” thk. Sipore wall (without plaster)
A-2 c)	Same as item no. 2 a) 9” thick brick wall (without plaster)
A-2 d)	Providing & fixing lintel beam 9” deep in M20 mi over Opening in walls with reinforcement of 2 nos 10 mm dia at bottom and 2 nos 6 mm dia with 6 mm stirrups at 9” c/c
A-2 e)	As above, but for lintel beam 6” deep with suitable reinforcement as directed
A-3	Providing & applying smooth cement sand plaster (1:3) mortar single coat ¾” thick to existing walls and to newly constructed brick/sipore walls etc. including curing complete in all respects.
A-4	P&F ¾” thick Black granite slab at entrance & on steps including for tread double nosing all as per approved

	design, pattern/detail, laid on 1:4 cement mortar bedding and preparation of base , including colour cement joints, leveling and cleaning the same after completion of work
A-5	P&F flooring with vitrified tiles joint- free of minimum 9mm thickness, size 24”24” and, all fixed in 1:5 cement mortar, complete with cutting and filling joints with white cement. Make of tiles Johnson/Marbonite/ Asian/Nitco/. Ivory shade or as specified by Bank’s architect.
A-6	P & F 4” ht vitrified tile skirting all around with 1:4 cement mortar behind include color cement joint, leveling and cleaning the same after completion of work in all respects.
A-7	P & F ACP cladding on façade as per site conditions. Providing& fixing in position aluminum composite panel (ACP) with framing of aluminum tube sections of min 1.5”1” and 16 gauge 2’0” C/C both ways. The boing shall have trap door with adequate stiffeners. The joints should be properly filled with the fillet materials properly and as per satisfaction.
A-8	P & F interlocking paver tiles (I-shape, unit paver or brick type) of 60mm thick laid on 50 mm sand cement mortar bedding with Kerb stones (as per requirements)to be fixed on both sides to paver provide edge restraint, then blocks are laid include color cement joints, leveling and cleaning the same after completion of work in neat & tidy conditions.
A-9	Providing and laying plain cement concrete of 4” thickness as 1:3:6 including curing
A-10	Providing & fixing MS grill comprising MS square bars/flats/pipe etc. as per design finished with primer coat and enamel paint to the satisfaction of Bank’s architect.
A-11	Providing & applying cement based eternal paint for wall Make- Snowcem
A-12	Providing and applying plaster of paris punning of average thickness 5mm on plastered wall surface in line and level, considering on wall
A-13 a)	Ramp: Construction of ramp for physically challenged with proper slope and requirements & specifications at all sites, except in exceptional cases where ramp construction is not possible due to objections from local

	authorities or ramp construction is not feasible at all. In such case, cost of ramp construction will not be charged from Bank.
A-13 b)	Brick flat soiling – providing & laying 3” brick flat soiling with cement mortar (1:3)
A-13 c)	Earth/ gravel filling for ramp – providing earth/ gravel filled ramp with bricks as per requirement in a gentle slope to facilitate the movement of the physically challenged. the earth to be compacted suitably
A-13 d)	PCC 1:3–providing and doing plain cement concrete of min 4” thickness including curing.
A-13 e)	Wall construction – providing & making approximately 9” thk brick wall in plumb and line, cement mortar 1:4 including raking with sand plaster 12mm thick in cement mortar 1:4 on both sides with curing complete.
A-13 f)	Black Granite flooring / front end side wall – anti skid paving tiles for flooring finishing with cement mortar (1:5) complete with cutting and joints filling. Nearest shade/specs which is locally available & as approved sample shall be used
A-13 g)	Sand plaster (material & labour) – 12mm thick sand plaster in cement mortar 1:4 including curing in line and level, assuming only one wall construction, subject to site specifications
A-13 h)	SS pipes railing for ramps – 3” dia SS pipes to be provided as railing for ramp for physically handicapped. Pipes to be anchored to the floor/ ground with 6” dia base plates and anchor bolts as required. Pipes to be provided as follows: two horizontal pipes running at 18” and 36” respectively. Vertical pipes to be provided at min 2’ spacing. Item to be billed with horizontal length

Part – ‘B’ Fixed Furniture

Item no.	Description of Item
B-1	False ceiling of G.I. tiles metal sheet plain (Armstrong) of size 600 mm 600mm tagular non-perforated made out of 0.3mm galvanized steel non-perforated with powder coated finish as per Company’s specifications. GI section for grid suspension system with proper grouting in the ceiling. Cutouts to be made for accommodating lighting

	fixtures electrical, data, networking cables etc.
B-1a	Providing & fixing in position Aluminum composite panel (ACP) with framing of Aluminum tube sections of min 1.5" x 1" and 20 gauge 2'0" c/c both ways. ACP to be in 2' width panels or distributed equally. Panels to be fixed to the frame with 3M or equivalent adhesive and with mirror screws. Joints to be finished with silicon based sealant. ACP thickness of 3 mm minimum. Aluminum foil thickness to be min 0.20mm on both sides. Alubond, Eurobond, Fujibond, Alcobond or equivalent ISO certified or approved brand to be used. Bright silver Shade to be as per bank's architect approval. Additional sections to be provided wherever necessary to fit the Indoor AC units as per site requirements. Both the AC units to be installed near the machine area at the highest position.
B-2	Aluminum Door & Partition:
B-2 a)	Providing and fixing Aluminum door comprising of approximate 83.5mm vertical members, approximate 85- 90mm top & bottom, approximately 83.5mm middle member, Black powder coated. Thickness of section not less than 1.5mm. Hemco/Dorma/ Gezee/ Insta floor spring (for 100 kg weight and rated for min 0.3 million cycles) and Pivot on top. 6mm clear glass with scratch free film on both sides. Suitable rubber beading. Wool pile/ weather strip on one vertical member. Providing and fixing color customized door handle 18" long to fit on aluminum section. The door size is 3'6" x 7'
B-2 b)	Providing and fixing Aluminum panel Open able/ fixed comprising of approximate 83.5mm vertical members, appropriate top & bottom and middle members, Black powder coated. Thickness of section not less than 1.5mm. 12mm clear float glass (Modi/ Saint Gobain) to be used. The door (specs given above) in all cases will always be 3'-6" x 7'. Depending on the width of the façade, one or two panels may be made. One panel will work as an emergency door with minimum width of 2' on the side of the floor spring to be Openable with 4 Nos. of 3" stainless steel hinges one edge and tower bolt on the top and bottom on the other edge.
B-2 c)	Providing & fixing fully glazed partition up to 7'3" ht.(as per site requirements) 12mm thick float glass with 4"2" aluminum box section 16 gauge top and bottom rails with powder coating of approved color, 20 micron thick.

B-3	P/F Rolling shutter of 20 gauge MS sheet including floor lock guide finished with enamel paint as directed etc. on entrance wall at above 7'-3" level with wooden being made out of 2" 2" teakwood frame work, 12mm thick marine plywood with trap door for services on magnetic catcher/ bolts arrangement finished with 1.0mm laminate and as per drawings. size – 9'-6" 7'-6" (approx.)
B-4	Providing & fixing two numbers of wooden storage shelf 3'-0" 1'-6" comprising of 18mm marine plywood finished with 1mm thick laminate on all side, supported on wooden TW frame, provision of wire managers, Open front & back complete in all respects.

Part - 'C' Loose Items

Item no.	Description of Item
C-1	Dustbin – providing and supplying SS perforated of 1'-0" dia (approx.) as approved.
C-2	Vinyl Designer kit for partition wall ½" thick graffitec, full set as per approved design.
C-3	Vinyl designer kit for glass
C-4	Visual Merchandising Designer level customized bank branded silver color information panel, writing ledge, cheque deposit box, and storage space for housekeeping material. 16 swgcr imported metal, die presses with powder coat and imported silver duco of ral/ dupont make, pp coating for protection against UV light and for scratch resistance, 508 csk mirror cap wooden threaded metal screw.
C-5	Customized CD guide, wall mounted P & F customized CD guide with digital printing and wall mounted on studs
C-6	Customized sticker set color customized user stickers for CD input/ output devices, access lock/ release bell, entrance door.
C-7	Customized Designer strip (to house VSS camera

	wherever necessary), stud mounted.
C-8	Providing & fixing magnetic fan of 6" dia
C-9	Poster Frames Wall Hung 2 sheets of 36" 24" clear acrylic (poster to be sandwiched in between) outer sheet in 5mm thick and beveled crystal edge polished for 3/4" at 8-10 degrees on all sides in the front. Rear sheet is 5mm thick flat. Rate inclusive of S1 grade aluminum
C-10	Signage including lighting MS square pipe of 1" 1" - 18 gauge for framing with one coat of red oxide & 2 coats of oil paint to avoid rusting. 3" stainless steel Hinges at every 2 on top and Alan key lock at bottom for easy maintenance of electrical. Powder coated 24 gauge GI sheets on all Top, bottom & sides. 26 gauge GI sheets at the back as per specification enclosed. Timer: LDR based timer make Kakatia energy system with 5 years comprehensive warranty from manufacturer of the flex/ vinyl and substrate for Indian weather and dust conditions without any restrictive sub clauses. Copy of valid warranty to be provided to the bank.
C-11	Providing 2 Kg. Capacity CO2 type fire extinguisher of minima/ Cease fire/ Supreme or equivalent

Part – 'D' Painting

Item no.	Description of Item
D-1	P/A 3 coats of approved make, quality and shade enamel paint after scraping and leveling the surface to the satisfaction of the Architect – approved quality best primer coat, palti etc. complete including scaffolding required if any.
D-2	P/A 3 coats of approved make quality and shade luster paint including scraping and leveling the surface to the satisfaction of architect- approved quality best primer coat, palti etc. complete including scaffolding required if any. The overall painting job shall be as per Bank's architect satisfaction.

ELECTRICAL INSTALLATION – SCHEDULE OF WORK

SL. No.	Unit	Description
1.0		DB/SWITCHGEAR
1.1	Each	Supply, installation, testing and commissioning of recessed/ surface type 6 way SPN double door distribution boards consisting of : a) 63A DP RCCB, 30mA, 16KA as Incomer b) 3 nos. 20A SP MCBs c) 1 no. 10A SP MCBs d) 1 no. 10A, digital weekly programmable timer switches similar to MDS RE 2000 (ALL ISI MARKED & complete in all respect)
1.2	Each	Supply, installation & testing of 63A DP MCB in 16/18 gauge MS powder coated enclosure with accessories (ALL ISI MARKED & complete in all respect)
		TOTAL
2.0		CABLING/ WIRING
2.1	Meter	Supply, laying, testing & commissioning of 1100 V grade, PVC insulated armored copper cable of 3C-6 sq.mm complete with saddles, clamps and accessories. (ALL ISI MARKED & complete in all respect)
2.2	Meter	Same as above but 3C – 2.5 sq.mm
2.3	Each	Cable end termination with single compression glands, copper lugs (equal size to cable) and accessories (All ISI mark & complete in all

		respect)
2.4	Meter	25 mm and PVC heavy-duty pipe with bend accessories in floor/ceiling/buries in ground etc. for cable earthing. (All ISI mark & complete in all respect)
2.5	Point	Wiring of 20A 3 pin modular plate type socket outlet with switch socket from DB in 25 mm dia rigid PVC conduit embedded in wall surface with 32.5 sq.mm copper wires.(All ISI mark &complete in all respect)
2.6	Point	Wiring of light point from DB/ looping from other point in 20mm rigid PVC conduit embedded in wall/ surface with 3 1.5 sq.mm copper wires, 6A modular plate type switch, accessories etc. (All ISI mark & complete in all respect)
2.7	Point	Wiring of light socket point from DB/ looping from light point in 20mm rigid PVC conduit embedded in wall/ surface with 3 1.5 sq.mm copper wires, 6A 3 pin socket and 6A modular plate type switch, accessories etc. (All ISI mark & complete in all respect)
2.8	R.mt.	Providing and fixing 40mm PVC conduit of ISI make with saddling complete for connectivity from dish antennae on the roof top to the CD.(All ISI mark &complete in all respect)
2.9	No.	Providing and fixing of metal clad plug socket with 20 Amp. MCB MDS make for air conditioners with wiring as mentioned in item no.2.5 (All ISI mark & complete in all

		respect)
3.0		LIGHT FITTINGS
3.1	Each	Providing & fixing Philips make Green Square LED 600600 mm(38watts) 2950 lumens designed for ceiling mounting system tube lights, make Philips model complete in all respect (All ISI mark & complete in all respect) (Minimum 02)
3.2	Each	Spot lights of 1 15 watt Down lighter Green LED Round BBS170type white lamp. Make of lighting fixtures to be Philips. Complete in all respects) (Minimum 04)
3.3	Each	Providing & filling 136W mirror optic Tube light fittings of Philips make / equivalent model from Wipro/GE brands (ALL ISI MARKED & complete in all respect)
3.4	Each	Providing & fixing 136W Philips make tube light (Minolta) / equivalent model from Wipro/GE brands, with copper choke. (ALL ISI MARKED & complete in all respect)
4.0		EARTHING
4.1	Each	Providing earth station comprising of 300 300 3mm copper plate with earthing resistance less than 2 ohms including watering PVC/GI pipe with funnel excavation back filling salt and coal filling in layers 10"10" masonry chambers with sand plaster, RCC or cast iron lid, earthing connectivity to be in 10/12 SWG copper wire in PVC conduit from bottom of the pit to the existing ground level complete. (ALL ISI MARKED & complete in all

		respect)
4.2	Meter	Earthing of UPS with 1C – 4 sq.mm copper in 25 mm PVC conduit with accessories, lugs (equal size to cable) etc. (ALL ISI MARKED & complete in all respect)

UPS INSTALLATION – SCHEDULE OF WORK

SL.No	Unit	Description
1.0	Each	Supply, installation, testing and commissioning of 1 phase input/output online UPS with required KVA depending upon power supply condition but not less than 2 KVA True on line UPS of EMERSON/DB/Hirel/Tritronics/Switching AVO/ Consul/ Numeric make with 4 hrs. Batteries backup on full resisting of ATV network equipment's and one light) 4 KVA ISI marked servo stabilizer Make Auto electric/ Numeric/ Uniline or equivalent. Isolation transformers to be in built in UPS. It is responsibility of the Vendor to arrange for uninterrupted power supply for ATM functioning 24*7*365
	Note:	

AC INSTALLATION – SCHEDULE OF WORK

SL.No	Description
.	
1.0	Supply and Installation of High Wall, three*** star and above Split air conditioners with cordless remote of Carrier/ Hitachi/ Voltas make having inbuilt timer with standard accessories such as drain pipe, copper tube standard installations (5Rmt), Electrical cable etc. As per the site requirement minimum 2 ACs per site not less than 1 Ton with auto switch mode and timer facility.
2.0	Window Air conditioners of Carrier/ Hitachi/ Voltas make with standby unit Air conditioner has inbuilt timer. Installation to include wooden or stone window frame As per the site requirement minimum 2 ACs per site not less than 1 Ton with auto switch mode and timer facility.
3.0	Providing and fixing MS cage and stand for compressor unit of air conditioners complete in all respects and as per site requirements.

The placement of power sockets will be such a way that it is not visible from outside , concealed and locked

ANNEXURE –8a

Bidder to submit the Individual indicative commercial for:

(1)END TO END DEPLOYMENT OF ATM/CD, MANAGED SERVICES & TIS UNDER OPEX MODEL

(2)Mobile ATMs in following format

Separate Reverse auction will be carried out on above items.

(1) END TO END DEPLOYMENT OF ATM/CD, MANAGED SERVICES & TIS UNDER OPEX MODEL

Sr. No	Type of transaction	Percentage Rate	Per Transaction Rate in Rs. upto 2 decimal (exclusive of GST)
(1)	(2)	(3)	(4)
(A)	Financial Transaction Rate Per Transaction for offsite ATM	100%	
(B)	Non-Financial Transaction Rate Per Transaction for offsite ATM	25% of (A)	
(C)	Financial Transaction Rate Per Transaction for onsite ATM	70% of (A)	
(D)	Non-Financial Transaction Rate Per Transaction for onsite ATM.	25% of (C)	
(E)	Buy back price Per ATM. If no rate is quoted, the selected vendor, if decided by bank, shall have to buy back at H1 rate or Bank's Reserve Price, whichever is higher	Base price Rs. 4000/- per ATM	
(F)	Buy back price for A/C,UPS and battery set per ATM site. If no rate is quoted, the selected vendor, if decided by bank, shall have to buy back at H1 rate or Bank's Reserve Price, whichever is higher	Base Price Rs. 2000/- per ATM	

While submitting Technical Bids, bidder shall submit the commercial as per above table/formulae. However, Reverse auction will be carried out at item mentioned against "A" and Selected Vendors (L2/L3 etc.) has to match all line items mentioned against A, B, C, D. Selected vendor has to match line items E & F with H1 rates as per indicative commercial bid.

(2) Mobile ATM Commercial

Sr. No	Condition	Rate (exclusive of GST)
(1)	(2)	(3)
(A)	Monthly Cost of per Mobile ATM (inclusive of Driver and Security guard/s cost and as per scope)	

Reverse auction will be carried out at item mentioned against " A". Selected Vendors (L2/L3 etc.) has to match all line items mentioned against A.

Notes:

- Financial Transaction rate for onsite ATM shall be 70 % of Financial Transaction rate of offsite ATM of the respective category
- Rate of Non-Financial transactions shall be 25% of Financial transaction of respective category (on site / offsite)
- Mobile ATM (inclusive of Driver and Security guard/s cost and as per scope). The selected vendor must supply Mobile ATM at Rates arrived for Mobile ATM as per Banks requirement and will be binding to successful bidders.
- The bidder should quote per transaction rate for successful financial transactions in INR. The rate quoted to be excluding GST.
- Financial transaction would mean the transaction involving delivery of cash by ATMs and all other transactions whatever the nature would fall under the category of non-financial transactions.
- Bidders to strictly quote their price in the above format only.
- Buyback cost will not be part of reverse auction
- In case of any of cash replenishment services not availed by Bank, Bank will recover 25% of invoice amount excluding the GST /taxes of respective site towards cash loading from monthly billing. 25% amount shall be recovered from minimum guarantee sites also towards self/bank loading cost.
- Bank may deploy any additional machine like ATM, Cash Recyclers, and Passbook Printer etc. at the onsite/offsite locations as per Bank business requirement and feasibility.
- "Successful Financial Transaction" means any transaction logged in the switch resulting in cash withdrawal involving delivery of cash. Transaction declined for reason insufficient fund transaction will be treated as successful Non-Financial Transaction.
- "Successful Non-Financial transaction" means any transaction other than cash withdrawal logged and approved/successful in the switch including balance enquiry/mini-statement / pin- change/ remittances, transaction declines for insufficient fund and other Value added services transaction.
- Vendor shall raise monthly bills for successful financial transactions and successful non-financial transactions for each ATM at approved rates.
- System Generated Transactions like auto reversal postings, 'Not-on-us' transaction postings to the ATM's GL a/c, profile requests, Money-Drawer messages, declined and failed transaction at ATM switch etc. will not be treated as 'Successful transactions' for the purpose of payment of invoices and no payment will be made for such transactions.
- It is the sole responsibility of the Vendor to factor all costs and consider all eventualities of reduction / escalation associated with the cost of deliverables and services scoped under the RFP for the during contract period while submitting the Bid.
- The Goods and Service tax applicable on charges payable will be paid / borne by the Bank at the actuals. Bids submitted with counter condition / assumption will be rejected by the Bank
- Average Offsite Rent is expected to be Rs. 25,000 per month based on location requirements. In case of an Off-site CD when the Bank desires / insists on any specific site and the rent of that particular site is higher than Rs. 25,000 per month, the Bank will bear the additional amount of rent (i.e. monthly amount more than Rs 25,000) and reimburse the same to the Vendor. In other words, the maximum rent expected to be borne by the Vendor for any Off-site location is Rs. 25,000 per month and any excess amount than this will be reimbursed to the vendor in their monthly billing, subject to the approval by

- respective zone for selection of such Site.
17. The Bank may issue order/s for additional requirement of 25% of the RFP quantity at the above rates on the same terms and conditions within one year from the date of purchase order.
 18. Bank reserves the right to reject all or any of the Bids submitted without assigning reason to the Bidders.
 19. The Zonal/Regional Office concerned or the Branch will sign Installation Acceptance report and the CD will be treated as commissioned from that date. Payment for that month will be paid proportionately as per CD acceptance/commissioned report.
 20. Payment will be made centrally by ATM Cell Central Office of the Bank on monthly basis in arrears on aggregated basis for all the CDs after deducting the statutory deductions and applicable penalty. If decided by the bank this may be decentralized to Zonal offices. The undisputed rental / charges amount will be paid within 15 days on submission of invoices by the Vendor along with the monthly downtime reports and in terms of this RFP.

We accept and confirm the above.

Dated this day of.....2021 (Signature) (Name)
(In the capacity of) Duly authorized to sign Bid for and on behalf of

ANNEXURE –9 Manufacturer's Authorization Form (MAF)

No. _____ dated _____

To,
Deputy General Manager
Central Bank of India
Transaction Banking Department
Central Office, Sorabji Bhawan, Fort

Mumbai – 400023

Reg.: RFP for Supply, Installation and Maintenance of 2600 CDs(including 50 Mobile ATMs) under OPEX model

Ref: Your RFP ref No. _____ Dated _____

We _____ who are established and reputable
manufactures of _____ having factories at _____ and
_____ do hereby authorize M/s

_____ (Name and address of Agent/Dealer) to offer their
quotation and conclude the contract with you against the above invitation for tender offer.

We hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for the equipment and services offered against this invitation for tender offer by the above firm. In case the above firm is not able to perform the obligations as per contract during the period of contract, as Original Equipment Manufacturer, we are liable to provide the services as per the terms of contract.

Yours faithfully,

(Name)

for and on behalf of

M/s _____

(Name of manufactures)

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

ANNEXURE 10 **DETAILS OF PAST CONTRACTS /ORDER EXECUTED.**

Name of client	Installation/Supply/Services Rendered	Date of completion of delivery as per the contract and actual execution of order		Contact person, Name and Telephone Numbers. Copy of order to be enclosed.
		As per contract	Actual	
	Site erection.			
	Supply and installation of CDs			
	Network management			
	Help desk/Card Management			

The above terms and conditions are acceptable to us.

Seal of the bidder

Signature of the Bidder

ANNEXURE – 11 – List of Regional / Zonal offices

(No of Zones -10 And Regional Offices:90 as on Date:09/08/2021)

Zone Name	Region Name
Ahmedabad Zone	AGRA REGION
Bhopal Zone	AHMEDABAD REGION
Chandigarh Zone	AHMEDNAGAR REGION
Chennai Zone	AKOLA REGION
Delhi Zone	AMARAVATI REGION
Kolkata Zone	AMBIKAPUR REGION
Lucknow Zone	AMRITSAR REGION
MMZO Zone	AURANGABAD REGION
Patna Zone	AYODHYA REGION
Pune Zone	BANGALORE REGION
	BANKURA REGION
	BAREILLY REGION
	BARODA REGION
	BARPETA ROAD REGION
	BHOPAL REGION
	BHUBANESHWAR REGION
	CHANDIGARH REGION
	CHENNAI REGION
	CHHINDWARA REGION
	COIMBATORE REGION
	COOCH BEHAR REGION
	DARBHANGA REGION
	DEHRADUN REGION
	DELHI CENTRAL REGION
	DELHI NORTH REGION
	DELHI SOUTH REGION
	DEORIA REGION
	DHANBAD REGION
	DURGAPUR REGION
	ETAWAH REGION
	GANDHINAGAR REGION
	GAYA REGION
	GORAKHPUR REGION
	GUNTUR REGION
	GUWAHATI REGION
	GWALIOR REGION
	HOSHANGABAD REGION
	HUBLI REGION
	HYDERABAD REGION
	INDORE REGION
	JABALPUR REGION
	JAIPUR REGION
	JALANDHAR REGION
	JALGAON REGION

	JALPAIGURI REGION
	JAMNAGAR REGION
	JHANSI REGION
	JODHPUR REGION
	KANPUR REGION
	KARNAL REGION
	KATI HAR REGION
	KOCHI REGION
	KOLKATA NORTH REGION
	KOLKATA SOUTH REGION
	KOTA REGION
	LUCKNOW REGION
	LUDHIANA REGION
	MADURAI REGION
	MEERUT REGION
	MOTIHARI REGION
	MUMBAI SUBURBAN REGIONAL OFFICE REGION
	MUZAFFARPUR REGION
	NAGPUR REGION
	NASIK REGION
	PANAJI REGION
	PATNA REGION
	PUNE REGION
	PURNEA REGION
	RAIPUR REGION
	RAJKOT REGION
	RANCHI REGION
	RATLAM REGION
	ROHTAK REGION
	SAGAR REGION
	SAMBALPUR REGION
	SHAH DOL REGION
	SHIMLA REGION
	SILIGURI REGION
	SIWAN REGION
	SMRO REGION
	SOLAPUR REGION
	SURAT REGION
	THANE REGION
	THIRUVANTHAPURAM REGION
	TRICHY REGION
	UPPER ASSAM REGION
	VARANASI REGION
	VIJAYAWADA REGION
	VISAKHAPATNAM REGION
	WARANGAL REGION

ANNEXURE 12

LETTER OF INDEMNITY TO BE GIVEN IN THE COMPANY LETTER HEAD

To

Deputy General Manager,
Central Bank of India, Central Office

Sir,

We refer to our bid for your RFP No. Ref No. _____ dated _____ for CD Outsourcing
We, _____ (Company) hereby undertake to indemnify central Bank of
India and agree to protect and hold the Bank harmless against all claims, losses, costs,
damages, expenses, action suits and other proceedings resulting from infringement of any
patent, trademark, copyrights etc. or such other statutory infringements in respect of all
ATMs /CD's / switch/ EFTS System / network equipment / Software etc. supplied by the
Bidder.

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

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

Bidder is also liable to bear any losses at any CD that bank or customer suffers owing to security
lapses in CD or due to occurrence of any fraudulent transactions committed due to lapses of any
security procedures or standards. The Bidder shall adequately compensate the bank for any loss
occurred to the bank due to the any system/Procedure/Service lacuna of the outsourced agency.

Yours faithfully,

(Authorised signatory and company stamp)

Full name and Designation of authorized signatory

Date

ANNEXURE -13 Non-Disclosure Agreement

This Agreement made at _____, on this _____ day of _____ 2021.

BETWEEN

a company incorporated under the Companies Act, 1956/2013 having its registered office at (hereinafter referred to as “ ” which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the ONE PART;

AND

CENTRAL BANK OF INDIA, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 and having its head Office at Central Office, Chander Mukhi, Nariman Point, Mumbai – 400 021 (hereinafter referred to as “BANK” which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the OTHER PART

The Bidder and BANK are hereinafter individually referred to as party and collectively referred to as “the Parties”. Either of the parties which discloses or receives the confidential information is respectively referred to herein as Disclosing Party and Receiving Party.

WHEREAS:

The Parties intend to engage in discussions and negotiations concerning the establishment of a business relationship between them. In the course of such discussions and negotiations, it is anticipated that both the parties may disclose or deliver to either of the Parties certain or some of its trade secrets or confidential or proprietary information, for the purpose of enabling the other party to evaluate the feasibility of such business relationship (hereinafter referred to as “the Purpose”).

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Confidential Information: “Confidential Information” means all information disclosed/ furnished by either of the parties to another Party in connection with the business transacted/to be transacted between the Parties and/or in the course of discussions and negotiations between them in connection with the Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof.

Either of the Parties may use the Confidential Information solely for and in connection with the Purpose.

Notwithstanding the foregoing, “Confidential Information” shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, or (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.

2. Non-disclosure: The Receiving Party shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to consultants only if the consultant has executed a Non-disclosure Agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these. The Receiving Party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party’s Confidential Information in violation of the terms of this Agreement. Further, any breach of non-disclosure obligations by such employees or consultants shall be deemed to be a breach of this Agreement by the Receiving Party and the

Receiving Party shall be accordingly liable therefor.

Provided that the Receiving Party may disclose Confidential information to a court or governmental agency pursuant to an order of such court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

3. Publications: Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.

4. Term: This Agreement shall be effective from the date hereof and shall continue till establishment of business relationship between the Parties and execution of definitive agreements thereafter. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease rights to any and all disclosures or uses of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.

Notwithstanding anything to the contrary contained herein, the confidential information shall continue to remain confidential until it reaches the public domain in the normal course.

5. Title and Proprietary Rights: Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.

6. Return of Confidential Information: Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

7. Remedies: The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.

8. Entire Agreement, Amendment, Assignment: This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

9. Governing Law and Jurisdiction: The provisions of this Agreement shall be governed by the laws of India. The disputes, if any, arising out of this Agreement shall be submitted to the jurisdiction of the courts/tribunals in Mumbai.

10. General: The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided "as is". In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.

11. Indemnity: The receiving party should indemnify and keep indemnified, saved,

defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party, its officers, employees, agents or consultants.

IN WITNESS WHEREOF, the Parties hereto have executed these presents the day, month and year first hereinabove written.

For and on behalf of

Name of Authorized signatory:

Designation:

For and on behalf of CENTRAL BANK OF INDIA

Name of Authorized signatory:

Designation:

Annexure 13a- INTEGRITY PACT

Between

Central Bank of India hereinafter referred to as “The Principal”, And

..... hereinafter referred to as “The Bidder/ Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for... The Principal values full compliance with all relevant laws of the land, rules,

Regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and

/ or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

(1.) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ contractor(s)

(1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality

shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3- Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”. Copy of the “Guidelines on Banning of business dealings” is placed at (Page nos. 70-76).

Section 4 – Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Bank in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors

(1) The Bidder(s)/ Contractor(s) undertake(s) to demand from his subcontractors a commitment in conformity with this Integrity Pact.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor / Monitors

(1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents

of the Bidders/Contractors as confidential. He reports to the Chairman & Managing Director, CENTRAL BANK OF INDIA.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality.

In case of sub-contracting, the Principal contractor shall take all responsibility of the adoption of integrity Pact by the sub-contractor

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. Parties to this agreement agree that they shall not approach the courts while representing the matter to IEM and will await IEM's decision in the matter.

(6) The Monitor will submit a written report to the Chairman & Managing Director, CENTRAL BANK OF INDIA within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the Chairman & Managing Director CENTRAL BANK OF INDIA, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman & Managing Director CENTRAL BANK OF INDIA has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(8) The word „Monitor“ would include both singular and plural. Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman & Managing Director of CENTRAL BANK OF INDIA.

Section 10 – Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their

original intentions.

(5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.”

(For & On behalf of the Principal)

For & On behalf of the Principal
Bidder / Contractor

(Office Seal)

(Office Seal)

Place_____

Place_____

Date_____

Date_____

Witness1:

Witness1:

Name & Address

Name & Address

Witness 2:

Name & Address

Witness 2:

Name & Address

ANNEXURE 14

PERFORMANCE BANK GUARANTEE

TO,

.....,
.....,

In consideration of M/s Central Bank of India having Registered Office at Chandermukhi Building, Nariman Point, Mumbai 400 021 (hereinafter referred to as “Bidder”) having agreed to site preparation, installation/commission of 2600 CDs(Including 50 Mobile ATMs) UNDER OPEX Model (hereinafter referred to as “Goods”) from M/s----- (hereinafter referred to as “Contractor”) on the terms and Conditions contained in their agreement/purchase order No----- Dt----- (hereinafter referred

to as the “Contract”) subject to the contractor furnishing a Bank Guarantee to the bidder as to the due performance of the CDs, as per the terms and conditions of the said contract, to be supplied by the contractor and also guaranteeing the maintenance, by the contractor, of the CDs and systems as per the terms and conditions of the said contract;

We, ----- (Bank) (hereinafter called “the Bank”), in consideration of the premises and at the request of the contractor, do hereby guarantee and undertake to pay to the bidder, forthwith on mere demand and without any demur, at any time up to -----any money or moneys not exceeding a total sum of Rs----- (Rupees----- only) as may be claimed by the bidder to be due from the contractor by way of loss or damage caused to or would be caused to or suffered by the bidder by reason of failure of CDs to perform as per the said contract, and also failure of the contractor to maintain the CDs and systems as per the terms and conditions of the said contract.

Notwithstanding anything to the contrary, the decision of the bidder as to whether CDS has failed to perform as per the said contract, and also as to whether the contractor has failed to maintain the CDS and systems as per the terms and conditions of the said contract will be final and binding on the Bank and the Bank shall not be entitled to ask the bidder to establish its claim or claims under this Guarantee but shall pay the same to the bidder forthwith on mere demand without any demur, reservation, recourse, contest or protest and/or without any reference to the contractor. Any such demand made by the bidder on the Bank shall be conclusive and binding notwithstanding any difference between the bidder and the contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

1) This Guarantee shall expire on -----; without prejudice to the bidder’s claim or claims demanded from or otherwise notified to the Bank in writing on or before the said date i.e. -----

(this date should be date of expiry of Guarantee).

2) The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of the bidder in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all the dues of the bidder under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or the bidder certifies that the terms and conditions of the said contract have been fully carried out by the contractor and accordingly discharges the

Guarantee.

3) In order to give full effect to the Guarantee herein contained you shall be entitled to act as if we are your principal debtors in respect of all your claims against the contractor hereby Guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights if any which are in any way inconsistent with the above or any other provisions of this Guarantee.

4) The Bank agrees with the bidder that the bidder shall have the fullest liberty without affecting in any manner the Bank's obligations under this Guarantee to extend the time of performance by the contractor from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by the bidder against the contractor and either to enforce or forbear to enforce any of the terms and conditions of the said contract, and the Bank shall not be released from its liability for the reasons of any such extensions being granted to the contractor for any forbearance, act or omission on the part of the bidder or any other indulgence shown by the bidder or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so relieving the Bank.

5) The Guarantee shall not be affected by any change in the constitution of the contractor or the Bank nor shall it be affected by any change in the constitution of the bidder by any amalgamation or absorption or with the contractor, Bank or the bidder, but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.

6) This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by us (whether singly or jointly with other banks) on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing uncanceled and we further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by us on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.

7) Any notice by way of demand or otherwise under this guarantee may be sent by special courier, telex, fax or registered post to our local address as mentioned in this guarantee.

8) Notwithstanding anything contained herein:-

i) Our liability under this Bank Guarantee shall not exceed Rs----- (Rupees only);

ii) This Bank Guarantee shall be valid up to ----- ; and

iii) We are liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before -----

----- (date of expiry of Guarantee).

9) The Bank has power to issue this Guarantee under the statute/constitution and the undersigned has full power to sign this Guarantee on behalf of the Bank.

Date this _____ day of _____ 2021 at _____

For and on behalf of ----- Bank.

sd/- _____

ANNEXURE -15

1. SCOPE OF WORK FOR NETWORK

Networking for connectivity of CDs

2.1 Switching

Terminal Master Keys generation, MIS reports and other functions that specifically pertain to the ATM Switch will be managed by the Bank. Providing Data Feed from Bank's ATM Switch to the Managed Service Centre of the Vendor also will be responsibility of the Bank.

The necessary connectivity and network equipment like router, switches etc., from its Managed Service Centre to Bank's Data Centre at Navi Mumbai will be provided by the Vendor without any additional cost.

In the event of Bank shifting its Data Centre / ATM switch to a different location, the Managed Service Centre link migration will be responsibility of the Vendor.

The Network connections shall have TLS, IPsec end-to-end encryptions configured at routers to ensure secure data transmissions and should support AES 256, 3DES, GCM, SHA2 or any latest encryption which bank may ask as per requirement in future during the contract period.

2.2 On-site CDs

- a) Networking of On-site CDs to ATM Switch at Bank's DC and DR site will be provided by the Bank through branch LAN Switch and router. The necessary LAN Cabling for the purpose will be done by the vendor from Branch Switch to ATM and should be concealed. In the event of any of the onsite CD getting disconnected vendor shall proactively coordinate with Bank/Network integrator team to troubleshoot.

2.3 Off-site CDs

- a. All the Off-site CDs should be networked by the bidder / vendor to Banks ATM Switch hosted at Bank's Data Centre situated at Navi Mumbai and ATM Switch DR at Hyderabad. In the event of Bank shifting its Data Centre to another location within Navi Mumbai, the Vendor will be responsible for backhaul link migration without any downtime and cost to the Bank, without any additional to the bank.
- b. The vendor should provide reliable and uninterrupted connectivity for offsite CDs using leased line fiber/copper, MPLS , FF, UBR/ CDMA / VSAT. Newer technologies like WiMa, 4G, 5G etc. will also be acceptable subject to the clearance from Bank's Information Security Department. The sizing of bandwidth of leased line, VSAT, CDMA should be adequate to provide reliable and uninterrupted connectivity for Off-site CDs. Vendor should ensure that all the transactions carried on the CD are processed seamlessly. It will be vendor responsibility to maintain/upgrade/monitor the connectivity time to time to ensure hassle free services, at no cost to the Bank.
- c. Vendor should also arrange for backhaul from service providers. For connecting to the

- Bank's ATM Switch and DR at Hyderabad.
- d. The backhaul link each between Network service provider's Hub/NOC, to Bank's ATM Switch at Data center and Disaster Recovery Centre, should be configured with end to end IP Sec, should support AES 256, 3DES, GCM, SHA2 or any latest encryption which bank may ask as per requirement during the contract period. Managed Services center of the Bidder also need to be connected to banks' Data Centre and Disaster Recovery Centre via dedicated Private Data link for monitoring purpose.
 - e. A backup link of same capacity as that of primary or higher to the Primary Backhaul links from an alternate network service provider should also be arranged with end- to-end IP Sec, should support AES 256, 3DES, GCM, SHA2 or any latest encryption which bank may ask as per that day's requirement during the contract period.
 - f. Bidder should provide, install and maintain routers and other network equipment at Bank's DC site at Navi Mumbai and at DR site and at the vendors Hub/NOC. This should be done in consultation with Bank's Networking Department.
 - g. The Vendor should allocate dedicated IP addressing scheme in co-ordination with Bank's Networking Department/ System integrator of the Bank. Bidder have do required configuration of network equipment placed at DC and DR. Bidder to deploy network equipment's of adequate capacity to handle the traffic. It will be vendor's responsibility to integrate the proposed solution with Banks DC and switch Network Infra. All the cost involved in making configuration changes in the vendor manages devices shall be borne by the vendor. in the router which will be kept in Bank DC and DR Site. Accordingly bidder has to deploy Model of router.
 - h. The proposed networking plan with all technology details should be provided by successful bidder.
 - i. The Vendor is required to undertake all the up-gradation / installation of Operating System and antivirus patches as and when required to the network equipment. The Vendor should ensure that their network equipment's installed at Bank's end at Navi Mumbai and at DRC Hyderabad are on dual power supply. All Network equipment at remote locations as well at Bank DC, Navi Mumbai and DR Site should be IPv6 compliant. Bank will reject the equipment and Vendor will have to replace the equipment at any point of time in case the network equipment deployed by the Vendor are not IPv6 compliance.
 - i. The Network should adhere to the following security aspects:
 - i. Strong Authentication.
 - ii. IPsec tunnel for the traffic from ATM to DC, Navi Mumbai and DR Hyderabad, as advised by the Bank for data confidentiality.
 - iii. Segregation of proposed network from other user WLAN/VLAN. If total physical segregation is not feasible, network level access controls including firewalls and router based access control should be implemented to ensure that there is adequate logical separation between ATM Network and other systems/networks at the Hub/NOC.
 - j. The Bank reserves the right to conduct post-implementation audits of the Network to ensure that the security controls are in place.
 - k. The Vendor should carry out necessary configuration changes in the CDs deployed and maintained under the RFP if the Bank decides to carry out design modification and/or application modification to the Banks' ATM network, including modification for the security policy implementation in future. The cost of such configuration modifications should be entirely borne by the Vendor. Bank expects that the configuration, settings, hardening related changes required due to security policy changes or design modifications

or implementation and roll out of any functionality shall be done at no additional cost

- l. Bidder should have clear Disaster Recovery and Business Continuity Plan and the details of the same should be furnished. Vendor should participate the mandatory DR Drills as directed by the bank.
- m. In case bank decides to migrate from IPV4 to IPV6 then bidder will have to make necessary configuration changes without additional cost.
- n. Bank reserves the right to make changes in the list of locations and any change in the list of location notified by the Bank will be binding on the bidder.
- o. The bidder will undertake procurement, commissioning, maintenance, shifting and up gradation of the VSAT links without any additional cost to the bank.
- p. The bidder will monitor and maintain the VSAT and/or other links through its Network Management Software at its HUB and will initiate corrective steps as soon as the VSAT link is down. The bidder will submit the uptime/ downtime report generated from its NMS to the bank on monthly basis.
- q. The bidder will meet the defined SLAs for uptime of the link and should ensure low turnaround time in event of equipment failure.
- r. The bidder shall use existing IP addressing schema being used by the Bank which is class A. If at any later date the IP needs to be changed as per Banks requirement the bidder will do so without any extra cost to the Bank.
- s. It will be the responsibility of the bidder to comply the guidelines/instructions of Govt. or other regulatory body for installation integrating and Operating VSAT services offered. Bidder shall be responsible for obtaining regulatory issues like obtaining clearances/licenses etc.
- j. Vendor shall be responsible for the providing end to end support for testing, customization of any new functionality as per requirement of bank without any additional cost.
- k. Screen/icon pushing exercise to be done by Bidder as per requirement of bank as and when required

Annexure 16 Appendix – A SCOPE OF WORK MANAGED SERVICES

- l. The Bank has in place a CD switch that has capacity to cater to 7000 CDs. BIDDER however may not route transactions through their intermediary switch for purpose of monitoring and management of CDs.
- m. The scope of the work will include,
- n. Cash loading, cash maintenance, cash optimization as per requirements of Bank and cash forecasting.
- o. Providing drop box facility and arranging collection of instruments.
- p. Providing First level Maintenance, Second level maintenance, EJ Pulling and integration of Bank -Switch and CDs through an appropriate interface at no extra cost to the Bank.
- q. Reconciliation of cash, providing accounting related data and reports, providing and managing round the clock Help line.
- r. Cash shortages/overages as & when noticed during the reconciliation of cash, is to be made good immediately by the BIDDER.
- s. BIDDER will provide MIS reports to THE BANK
- t. The BIDDER will handle the comprehensive AMC arrangements of the CDs and other equipment/assets such as AC, UPS, Batteries etc., in the CD Room (inclusive of component / part replacement).
- u. Providing a real time, online, interactive remote monitoring tool at Bank's sites (RO/ZO/CO etc.) or sites specified by the Bank for observing the health of CDs under Managed service for updating comment/feedback.
- v. Each cash loading will compulsorily follow EOD. In case the Bank decides EOD then admin will have to be carried out on daily basis.
 - 1.1. Amount of Cash Shortage/overages is to be reported to Bank every day on T + 2 basis
 - 1.2. Vendor should provide Monitoring and incident management Services using personnel with requisite skills.
 - 1.3. Vendor should provide connectivity between the monitoring System / managed services center and ATM switch / Bank's DC with high level security standards like network connectivity through IPSEC / 3DES dedicated servers located at Bidder's end to remotely run special commands, firewall / De Militarized zone (DMZ), firewalls and other IP security methods and access control methods. In the event of Bank shifting its Data Centre to a different location, the Managed Service Centre link migration will be responsibility of the Vendor.
 - 1.4. Vendor should have centralized Monitoring System. Vendor should deploy sophisticated and standard Monitoring tool for monitoring CDs rolled out both proactively and reactively reviewing hardware performance and capable to provide remote analysis and resolution of the ATM related problem on 24*7 basis from Managed Services Centre.
 - 1.5. Vendor should be responsible for integration with Switch Data Feed for the purpose of managing the ATMs/ CDs deployed by the Vendor

- 1.6. In order to provide CD Managed Services as specified herein below, BIDDER may carry out on its own / outsource activities to accredited / reputed agencies who meet and adhere to the criteria laid down by Bank for the said activities such that BIDDER is able to meet its responsibilities. BIDDER will be responsible for mandatory Services as detailed in for the activities outsourced by them.

In the process of rendering above CD Managed Services BIDDER will be responsible for monitoring performance of the Network and CD Managed Services.

APPENDIX-B

NETWORK SERVICES & LEASED LINE NETWORK and SCOPE: Refer Annexure 15

APPENDIX- C INCIDENT MANAGEMENT SERVICES

1. BACKGROUND

This Appendix serves to clarify each Party's responsibilities with regard to the Incident Management Services provided by BIDDER hereunder for CDs. BIDDER will remotely monitor the CDs deployed by BIDDER for Bank, both proactively and reactively, for hardware performance issues and will dispatch incidents to BIDDER's service providers (Hardware Bidder/Network Bidder) as appropriate (collectively "Services").

2. SCOPE

2.1 BIDDER will provide Services as described in Section 3.

2.2 Performance Reviews

BIDDER will conduct monthly performance reviews with THE BANK at RO at mutually agreed schedules, dates and representatives from both THE BANK and BIDDER will attend such performance reviews. Meeting agenda items shall include, but not be limited to, Downtime statistics, service levels, missed problems and no fault found incidents as reported by the BIDDER Management Centre.

3. INCIDENT MANAGEMENT SERVICES

3.1 Monitoring

Upon completion of the Site Implementation Service, BIDDER will monitor CDs both proactively and reactively and reviewing hardware performance and other service provider's performance.

3.2 Technical Helpdesk

- a. Bidder should provide a help desk (including telephone numbers, emails, etc.) (available 24*7*365) that provides a single point of contact manned by expert personnel for all service teams / managing multiple parties involved in resolving ATM uptime related problems.
- b. The Central help desk should be customized to cater to the Bank's requirements to provide necessary status updates, reports and monitoring facilities.
- c. The Vendor should maintain complete confidentiality in the matters related to CD as they deal with the financial / customer data pertaining to the Bank.

3.3 Incident Management System Features

BIDDER Incident Management System (IM) will take Switch feed from THE BANK and generate various CD Fault tickets. Such Fault tickets shall be dispatched to service providers, appointed by BIDDER, for resolution as per agreed Turn-Around-

Time (TAT). It should be capable of carrying out activities manually or automatically for managing the CDs such as call logging, raising the ticket, fault segregation, call transfer, call escalation, follow up till satisfactory closure of ticket. It should be ensured that the downtime should be restricted to the least minimum.

- a. IM tool should be should be capable of processing all the status codes generated by ATMs and initiate appropriate action.
- b. IM tool should be capable of capturing even minor link fluctuations and reports generated should capture downtimes.
- c. Forecasting optimum requirements of cash in CD and advising the Cash management agency
- d. Trouble shooting and providing wide ranging MIS for each ATM for meaningful analysis of performance over a period.
- e. Call progress monitoring, escalation and call closure to rectify any type of fault without manual intervention.
- f. IM should have features of automated dispatching of field services calls using phone lines and SMS, to the right engineer / personnel and providing the escalations when the call is not closed in defined time frame.
- g. IM Services should also manage the coordination of incidents that require both single and multiple third party dispatches. For all equipment (UPS, ATM Software on ATM / CD PC, ATM /CD PC, Air Conditioners, VSATs, terrestrial lines or any other communication media, Networking equipment, ATMs) installed at ATM locations. For all other third party components problems, which requires field visit, the call will be dispatched to the respective third party agency and will be tracked to closure.
- h. It is responsibility of the Bidder to dispatch an incident call to the respective sub-contractor and to track the call and ensure that the error is rectified within a reasonable time not causing major decline in the ATM availability.
- i. Bidder should be able to provide report detailing performance of the ATM channel with segregation of faults on pre agreed criteria.
- j. The Security monitoring tools of the Bidder shall be extended to these machines without additional costs to bank, wherever required to ensure their safe operations.
- k. The Bank may also cover these devices under scope of its security tools if found suitable for better monitoring. The bidder shall support in such integrations.
- l. The Security alerts raised by Bank's security team shall be closed by the vendor's respective stack holders on priority. The Vendor shall share the SPOC details with escalation matrix for raising such alerts. The delayed closures of tickets may lead to penalties.
- m. The IM tool / other tool dashboards shall be published to bank for real time monitoring of alerts & resolution timelines. If required, custom dashboards shall also be created to suite bank requirements.

3.4 Managing BIDDER and Third Party Service Providers

BIDDER's Incident Management Service manages the coordination of incidents that require both single and multiple third party dispatches. BIDDER will monitor the receipt of a CD fault and will co-ordinate for end-to-end resolution of all the fault tickets.

3.5 Reporting

BIDDER Management Centre shall maintain data for closure of incident/s and shall provide THE BANK with monthly report on CD channel performance.

4. THE BANK's RESPONSIBILITIES

4.1 Network Access

THE BANK will provide BIDDER access to THE BANK's DC and DRC. This shall be dedicated links from the BIDDER CD Management Centre to THE BANK's DC & DRC. THE BANK shall ensure that CD health messages reach BIDDER monitoring system without any delay to enable BIDDER to make necessary call dispatches on time.

4.2 Switch Feed

THE BANK shall be responsible for ensuring cooperation from Switch bidder to provide necessary data feed to BIDDER's monitoring tool. The Switch bidder also should coordinate with BIDDER to develop the interface without any inordinate delay.

Bank or Bank's Switch service provider shall provide access to / data for CD Managed Services. Any delay on the part of Bank's Switch service provider shall not be binding on BIDDER on Project time lines, Service performance standards etc.

- CD-wise, Cassette-wise cash position for all the CDs – 3 times a day
- CD-wise, Cassette-wise Cash Dispensed on daily basis
- CD-wise, cassette-wise Cash position at Switch cut-off/EOD
- CD-wise transaction count on daily basis
- Telnet /SSH session (logon) to Switch for giving CD Download, In-Service, Out-of-Service commands

The format details for the above data would be discussed and finalized with the Bank and its existing Switch service provider

4.3 Third Party Service Providers

BIDDER shall share the names and phone numbers of Sub – Contractors/ Consultants/ Outsourced Agents to THE BANK.

APPENDIX- D FIRST LINE MAINTENANCE (FLM)

- a. This Appendix describes the First Line Maintenance Service (“FLM”) that BIDDER will provide to THE BANK.

1. SCOPE OF SERVICES

1.1 FLM Service includes the following:

- (b) Clearing of paper, card & envelope jams and clearing journal/receipt paper jams, clearing of currency jams.
- (c) Monitoring of site and condition of site equipment; Scheduled visits for checking site’s condition in respect of door, door handle, eternal glass, visual merchandise, access lock, electrical fittings, earthing, AC, UPS and its batteries, electrically-lit signage, Accessories installed in the CD room for visually challenged persons, painting & other civil requirements, etc. (The list is illustrative and not exhaustive);

(d) **House-Keeping and Site Maintenance includes the following:**

- a. CD lobby and the surroundings are cleaned at least twice a day
- b. CD Lobby is mopped up at least twice a day
- c. Glass Doors and the front panels are cleaned daily
- d. Basket/Bins used for collecting waste paper are emptied daily
- e. Writing desk/platform used by the customer are cleaned daily
- f. No unwanted materials, like cleaning Materials etc., are kept/ stored inside the lobby.
- g. Ensure that closing mechanism of rolling shutters and main glass door is properly working and suitable action initiated wherever necessary
- h. Advertising/Promotional material is suitably displayed, segregated and neatly arranged at the space/ holders provided. Inform Bank, if the advertising/promotional material is to be replenished.
- i. Glow sign / Display board is cleaned at least once in 15 days
- j. Proper working of lighting arrangements in the CD lobby and Glow sign board is to be monitored and non-functioning if any, to be reported to Bank
- k. Ensure proper door alignment and door closing. For any problem relating to door alignment (including floor spring) is to be repaired/replaced
- l. Ensure proper working of Air conditioners with timer switching, for alternative functioning of A/Cs at preset intervals and suitable action initiated wherever necessary
- m. Ensure proper working of UPS systems and suitable action initiated wherever necessary including replacement of batteries, if required.
- n. Maintain a log of the activity undertaken with date and time
- o. Any repair/rework of the CD Site interiors, not covered in the scope, are to be brought to the notice of the Bank in writing for rectification.
- p. Submit the feedback-form duly signed by the Branch head, grading quality of the services in categories like Excellent/Good/Satisfactory/Not Satisfactory
- q. Pest control by using rodent material (provided by service provider) should be done at site once in a Quarter
- r. The bidder has to make arrangements to keep the shutter down during the scheduled

- time as required by Police, local authorities or bank, for which no additional cost shall be payable.
- s. Bank officials will inspect the site at least once in a month. The vendor should repair, replace the defective / non-functioning furniture, fittings and equipment within two days of the official communication to the Vendor.
 - (e) Attending faults / Problems at site including site problems such as lighting facility or environmental conditions including checking of air conditioners for its working and thermostat settings;
 - (f) Arrange to display publicity materials, banners, posters etc. supplied by the Bank displayed in the sites as per instructions besides replenishing leaflets, brochures etc. Such publicity materials should be delivered at each city by the Bank.
 - (g) Clean the Receipt Printer, Journal Printer and the Card reader at regular intervals.
 - (h) Verify satisfactory functioning of Video Surveillance Camera/E-surveillance System by checking the live recording at least once in two days.
 - (i) Checking earthing and providing certificate to Bank on quarterly basis. Bidder has to arrange for re-earthing, if required, on chargeable basis.
 - (i) Maintain a log of the activity undertaken with date and time.
 - (j) Centralized Monitoring System with features like Dash Board displaying status of CDs with drill down facility.
 - (k) Replacement of defective LAN cables
 - (l) Service Provider should manage the shutter Opening and closing as per Banks defined timing, as many ATM sites will not be Operational 24*7 without any cost to Bank.
 - (m) Visit for cleaning ATM site and shutter Opening/closing are mutually exclusive activity.
 - (n) Every visit should be captured in the portal along with time stamp snapshot and same should be uploaded in the portal on real time basis.
 - (o) Deep cleaning of ATM sites using cleaning material once in a week.
 - (p) Pest control by using rodent material (provided by service provider) should be done at site once in a month and report for the same should be shared with Bank's Team.
 - (q) To keep a check on the health of the equipment/sensors/cameras and if required, necessary steps to be taken to ensure that the same is replaced/repared/rectified within a maximum period of 24 hours from the time of fault occurrence.
 - (r) Removing hawks, animal or any person taking unnecessary advantage of site.
 - (s) Two stickers elegantly (shall be approved by the Bank) to the effect that the site is under electronic surveillance shall be displayed on the front door of the ATM site and inside the lobby (Creative details will be provided by the Bank).
 - (t) To submit the report as per the mutually agreed formats and procedure of reporting.
 - (u) Any other related work, which may be included in the agreement after mutual discussion and appreciation of the inherent issues.

APPENDIX –E

1. Centralized Monitoring

2. Help Desk

3. Software Management

1. CENTRALISED MONITORING

BIDDER is required to provide the following services / ensure the following:

I. Remote Management Specifications

A. Remote Monitoring

1. CD Cash forecasting.
2. Daily order recommendation.
3. Potential cash out warning for CDs.
4. Detect events that exceed set thresholds.

B. Fault Identification – remote diagnostic tools to be used initially.

1. Notify appropriate agency for activating support.
2. Manage incident from detection to resolution.

C. Performance Management

1. Proactive/predictive analysis & recommendations.
2. Setting event thresholds based on customer availability needs.
3. Tuning performance by correlating events with performance metrics.
4. Order to identify bottlenecks that inhibit availability and performance.
5. Automate collection of key performance metrics.

D. Service Levels

1. 24* 7* 365 monitoring and resolution.
2. Unlimited incidents.
3. Toll free number with multiple lines for service requests (minimum 10 lines).

2. HELP DESK Services which include the following:

- a. Provide resources at Bank's Central Office as a single point of contact on all working days of the branch from 9.00 AM to 8.00 PM with adequate technical skills.
- b. Should support Bank's CDs of different brands and models
- c. Support Bank's existing Switch or any Switch if Bank procures in future.
- d. Support Bank's network as also connectivity from VSAT network, through third party service providers, provided to Off-site CDs.

- e. Implement a system which should be auto driven and capable of identifying faults proactively on real time basis and initiate resolution process.
- f. Assign Ticket number on fault detection, update the ticket and on resolution of the fault, close the ticket
- g. All Tickets are to be tracked through an automated process and wherever tickets could not be resolved as per the agreed time lines, are to be escalated for early resolution
- h. Ticket history must be maintained for a minimum period of one Year
- i. Triggering alarm on incidents of unusual nature like tampering by untoward elements, supervisory activities at un-usual times other than the pre-defined times etc., are to be brought to the notice of the concerned authority.
- j. Automatic monitoring of exceeding level of thresholds to pre-empt Problems like - Dispenser failure - PIN failure - Card reader misreading - Communications failure - Journal printer failure
- k. 24*7*365 Help Desk with Toll free number to report CD related problems
- l. Receive telephone call from Branches, Bank's administrative offices, inspecting/ auditing authorities, related bidders, bank's/other customers etc., identify the caller, log and create the incident ticket and assign the incident priority.
- m. Toll Free number of the Bidder to be displayed in the CD Room for use by customers, others in case of need with a caption "This CD is maintained by M/s. _____ for Central Bank of India "

3. SOFTWARE MANAGEMENT

BIDDER shall provide the following services / ensure the following;

- (i) Software and screen distribution from a central source to facilitate individual configuration and screen display. (Maximum of 5MB or more data to each CD)
- (ii) EJ Pulling on daily basis.

EJ Pulling Services :

- a. Bidder to ensure EJ pulling from the CD at specified time as per Bank's specifications.
- b. CD-Wise EJs pulled are to be spooled separately and pushed to the Bank's designated server on daily basis
- c. Bidder's system to provide log of events taken places while pushing the EJs to Bank's server, with details name of the file, Date, Time of the activity etc.
- d. CD wise EJ data should be made available for a minimum period of three months. The EJ data may be purged by the Bidder after seeking confirmation of the Bank, after taking necessary Backup
- e. Providing the EJ pulling software and its installation on CDs as may be required from time to time will be the responsibility of the vendor and will be done free of cost i.e. without any cost to the Bank.
- f. The CDs deployed should be compatible with the EJ pulling software agents such as Transit/SDMS/Radia/InfoBase etc. And /or with any other EJ pulling agent that may be selected by the Vendor for deployment from time to time.
- g. The Vendor should have the facility to extract Electronic Journals of all transactions carried out at each CDs, to the Server located at its centralized Managed Service Centre.
- h. CD-wise EJs should be stored in the EJ server of the Vendor at a centralized location for minimum period of 12 months. Bidder to ensure EJ pulling from the ATM at

specified time as per Bank/vendor's specifications. CD -Wise EJs pulled are to be spooled separately and pushed to the designated server on daily basis. ATM-wise EJ data should be made available for a minimum period of twelve months. The EJ data may be purged by the Bidder after archival of the data by the Bidder and confirmation of the Bank's ATM Cell Head Office.

- i. EJ pulling should be done on daily basis and sent to Bank's ATM Cell on T+1 basis. If required, the bidder may have to send EJ for failed transactions on near real time basis to address customer grievance.
- j. The Vendor should provide EJ viewer facility to the Bank.
- k. In case of settlement of any claim of the Cardholder by the Bank in the event of non-availability of EJ for the same, the Bank reserves the right to recover the amount of transaction claim from the Vendor even though JP is provided to the Cash providing branch.
- l. The process of extracting and sending EJ to Bank's ATM Cell :-
- m. The EJ's will be pulled each day between 00:00 Hrs and 07:00 Hrs. for the previous day through automated schedules configured for daily EJ pulling at the server.
- n. The EJ's which cannot be retrieved through the automated schedules shall be retrieved and delivered on FTP to Bank's ATM Cell on net day before 1.00 p.m.
- o. Customer transactions will take precedence over the EJ pulling process and if a transaction occurs while EJ is being pulled the EJ process will be stopped to complete the transaction. The remaining part of the EJ will be pulled after the transaction is completed.

4 Screen Loading/Content Management Services :

Bank provides list file/files as and when the same are to be loaded to the specified locations in CDs.

- a. Bidder to copy files provided by the Bank to the specified directory locations in the CDs
- b. File loading activity is to be initiated as per the instructions of the Bank.
- c. Vendor should undertake Software and Screen distribution from central location to different ATMs/ CDs rolled out under the tender to facilitate individual configuration and screen displays.
- d. Solution for remote loading of ATM screens and Software distribution should be available and the activity should be carried out by the bidder/vendor free of cost. The Bank will not provide any software/agent for the same nor pay for these agents separately.
- e. The Bank will provide the ATM screens which should be installed at all the ATMs managed by the Vendor at no additional cost to the bank. Similarly, the Vendor is also required to remove or replace the screens based on the instructions of the bank at no additional cost to the Bank.
- f. The screen distribution should be platform independent and should support Windows operating systems stipulated in the Technical specification of the RFP.
- g. The system adopted should be capable of distributing screens at ATMs running on VSATs, leased lines, CDMA, RF, Wi-Fi etc.
- h. The solution should support PC, GIF, MPEG, FLC, FLI and other audio / video file format

- i. The solution should be capable of centralized distribution of screen at scheduled and ad hoc basis. It is expected that EJ Software to distribute Screens to CDs
- p. The solution should be capable of centralized distribution of antivirus patches, software upgrades and patches to the ATMs.
- q. The solution should be capable of distributing screens at specified number of ATMs.
- r. If Bank desires to revamp the Screens and roll out of which necessitates site visit for deployment of the same, the Vendor shall not charge any additional fees/ charges for this activity .
- s. The solution should be capable of performing rollback if the ATM needs to be brought to the previous state.
- t. All necessary hardware / software etc. shall be provided by the bidder for screen distribution.
- u. The connectivity with back up arrangement between the Vendor's Managed Service center and DC and DR shall be provided by the Bidder at no extra cost to the Bank.
- v. The bidder shall provide the MIS/Reports conforming download.
- w. The CD screen will be used only for display of publicity materials of bank or of the regulatory agencies approved by the bank

5 **Second Level Maintenance (SLM) /PREVENTIVE MAINTENANCE**

- i. The Bidder or its authorized business partner to provide on 24* 7 support with necessary tools / systems / knowledge base to help field staff for quick resolution for 98% uptime of the CD monthly basis. The Software and Hardware maintenance and support should be taken from the OEM or its authorized service partner.
- ii. The Vendor should provide Maintenance Services during the period of contract for all equipment including CD UPS, AC, Communication equipment, external camera, Electrical Fittings and Site interior at no extra cost to the Bank.
- iii. The Bidder or its authorized business partner should have sufficient service centers / locations which are used for storing critical spare parts. Replacement of spare parts whenever required so as to ensure availability.
- iv. Preventive Maintenance should be conducted once in a quarter to ensure that the ATM is maintained in good operating condition and the report should be submitted to the Zonal/Regional Office concerned. Preventive Maintenance may be scheduled at a time convenient to Bank i.e. it should not affect the customer service. Consolidated report of ATM-ID wise preventive maintenance must be provided to the bank within 2 weeks of end of respective quarter. The details shall inter alia include due date of PM and date when done. Vendor shall be liable for penalty @ Rs.1500/- Per ATM , for delay in PM per month . This penalty shall not form part of penalty capping clause.

- v. Separate earthing will be provided by the Bidder for the CD including onsite CDs and Lobby CDs. The earthing is to be properly maintained by the Bidder. The earthing is to be checked every quarter and submit the reports to the CD link Branch with a copy to the respective Regional Office. Any damage due to faulty earthing will be at the sole risk and responsibility of the selected vendor(s). In case of re-earthing, it is the responsibility of the vendor to do re-earthing without any cost to the Bank.
- vi. Vendor should share the hardcopy of at least one image each stored by in-built as well as external cameras while submitting the Preventive Maintenance Report.

6 Ongoing monitoring of critical services

- a) The vendor shall ensure that the ATM/CD functions on ongoing basis as per terms of the agreement which inter-alia includes security measures stipulated by RBI/Card Operators/banks
- b) If the bank incurs additional liability due to noncompliance, the same shall be recovered from the vendor.

APPENDIX –F

MIS REPORTS

REPORTS: Reports that need to be provided to the Bank by the bidder as per Bank's requirement

Illustrative list of reports required at different frequencies are mentioned

below:

A.) Daily

- I. Report of Critical issues with details of escalations
- II. Report on Downtime on account of Equipment/Components /Networks of previous day with Faults, follow-up, escalation and final resolution
- III. 24/48 hours Down Report with Reasons
- IV. Current Status Reports – once in 4 hours giving details of CDs down with reasons. First such report is to be provide at 10 am, second report at 2 pm and finally at 6 pm
- V. Report on unresolved issues
- VI. Cash recommendations, CD-wise and consolidated for optimum cash replenishment
- VII. List of cash-out CDs for non-adherence of Cash recommendations
- VIII. Performance report of Priority CDs
- IX. Report of CD-wise EDC tallying based on Counters
- X. Report of details of CD transactions, CD-wise

B) Weekly Reports

- I. Report of non-critical issues with details of escalations
- II. Report on availability of CD services for the week
- III. Report on CDs down during the week with reasons
- IV. List of CDs which were out-of-service for more than 2 hours with reasons

C) Monthly Reports

- I. Performance of Managed Services with a particular reference to time taken to resolve the problems/faults
- II. Analysis on availability of CD services, down time and suggested means to improve availability to keep the down time at minimal level.
- III. Consolidated Cash Out Report with full details CD-wise
- IV. Consolidated Report on CDs down – with reasons like network failure, hardware failure etc., CD-wise
- V. Analysis of Optimum cash recommendations and instances of cash-outs.
- VI. Performance of the priority CDs
- VII. Performance reports on: each of the Services opted by the Bank.
- VIII. List of CD-wise calls forwarded to third party bidders/service providers
- IX. List of calls escalated to Bank
- X. Review report of hardware performance and service providers' performance in relation to SLAs
- XI. Report on Chronic CDs with repeated down times
- XII. Report on all installed and live ATMs
- XIII. Geographical longitude ,latitude and coordinates of the ATM on exact location and any changes to the ATMs physical locations need to be updated on regular interval. Bidder should be responsible for any kind of monetary fine imposed by regulatory authorities if the bidder failed to submit and update the geographical locations report.

Any other report as sought by the Bank from time to time

APPENDIX – G CONSUMABLES MANAGEMENT

This appendix describes the Consumables Management that BIDDER will provide to THE BANK.

CONSUMABLES MANAGEMENT

A. BIDDER shall provide consumable management service to THE BANK and shall maintain and manage the consumables in accordance with this Appendix. BIDDER shall be responsible for replenishment of consumables. Consumables include:

- Receipt paper and Journal paper
- Printer ribbons

BIDDER will replenish consumables essential to ensure uninterrupted CD Operation as necessary.

B. Bank shall supply deposit envelopes and pay-in slips as and when such facility is made available in the CD.

C. Consumables (Journal paper) shall be used to print the matter related to transactions only. All promotional matter to be printed only on receipt paper.

D. Consumables will be supplied without limitation on quantity.

E. Stationery, other than specified herein, if required to be procured in future, shall be contracted at mutually agreed terms.

Consumable Replenishment :

Adequate quantity of consumables suitable for CDs of different Brands/Models are made available to the CD, sufficient enough, till the time replenishment activity is taken up net time. Bidder to ensure that consumables mentioned below are as per the respective CD bidder's specifications and are not dried out or consumable level does not go below the Minimum level set for the Device.

- i. Receipt printer paper (thermal/non-thermal) with the Bank's Name/logo printed in the front and prescribed message printed at the Back
- ii. Journal printer paper with a retention period of a minimum Seven Years.
- iii. Ribbon/ink cartridge for Receipt Printer
- iv. Ribbon/Ink cartridge for Journal Printer
- v. Depository Envelopes as per the design provided by the Bank, in case of need.
- vi. Maintain a log of the above activity undertaken with date and time.

APPENDIX- H

CASH FORECASTING & OPTIMISATION SERVICES **Cash Management and Replenishment Services including** **reconciliation of physical Cash with EJ**

1. SCOPE:

BIDDER will provide Cash Management Services to monitor and manage the availability of cash in CDs deployed by BIDDER. This service is designed to optimize the amount of Cash in use at CDs. BIDDER will provide cash needs from past usage trends and current cash status updates and forecast future cash requirements and replenishment schedules for each CD.

2. SERVICES AND DELIVERABLES:

BIDDER will provide the following services and deliverables:

- 2.1 **Daily order recommendation** - BIDDER shall send the Cash Indent details for CDs along with the amount required to be loaded, on previous day by 5PM. Bank to provide the CD fit currency as per Cash Indent amount and denominations by 10AM on net day.
- 2.2 **Potential cash out warning** - On business days, BIDDER will monitor for potential stock-outs at CDs, which may arise as a result of unexpected variations in cash dispensing levels and initiate necessary action.
- 2.3 **Managing events and seasonal requirements** (based on historic data) On business days, BIDDER will monitor the potential stock-outs at CDs, which may arise as a result of unexpected variations in cash dispensing levels and initiate necessary action. Bank shall provide the details of Bank holiday, region wise, to BIDDER.
- 2.4 **Cash Management Service Performance Report** - BIDDER shall send advice in the form of cash indent to identified Cash Feeding Branch Branch/ Currency Chest by email as and when CD cash needs to be replenished.

3. WARRANTY

- 3.1 BIDDER warrants that it will perform its obligation under this Appendix in a professional and workman like manner. BIDDER, at its expense, will promptly re-execute any Services that fail to conform to the requirement of this Appendix.

Bidder may take up these services on its own or may employ a recognized third party, shall be referred to as Agents. The Agents must have a minimum of three years' experience in „Cash Management, Replenishment Services and CD Cash tallying services“. Prior approval of Bank has to be obtained for any subsequent addition/deletion in the list of Agents from time to time.

Confirmation need to be given for the following:

A) Vault Facilities :

Furnish details of center wise vault facilities after mapping the bidder's/Agent's locations with Banks offsite locations as per RBI/MHA guidelines/any other regulatory authority:

Confirm availability of the following at VAULT:

- a. Availability of Video Surveillance facility
- b. Availability of security alarm systems
- c. Whether vans are equipped with security equipment as per the local Law enforcing authority
- d. Whether Armed guards are recruited as per the Law enforcing authority.
- e. Whether Employees are subject to police verification and antecedent verification
- f. Whether short arm firearms are used or traditional long arm weapons by the security men

B) Cash Management activities : Confirm the availability of facility of

- a. CD cash forecasting
- b. Recommend cash order to Agents
- c. Pro-active Cash-out warning
- d. Emergency cash orderhandling
- e. Managing Seasonal requirements
- f. Tracking delivery of cash from Pickup to Loading
- g. Tracking, loading of cash in CDs and remaining cash in vault on a day.
- h. Verification of Physical cash will be carried out by Branch officials at regular interval along with custodian without any additional cost to the Bank.

C) Cash Pickup and Loading Activities :

- I. Bidders to follow guidelines issued by Local Authorities/RBI with regard to housing the Cash Chest, cash handling, transportation of cash from one location to another, security precaution etc.
- II. Bidder to estimate the cash requirements for each CD based on the Cash dispensing pattern after taking into consideration the ensuing Bank/Public holidays, seasonal requirements etc.
- III. Bidders/their Agents are required to pick up cash from the Cash Feeding Branch
/Currency chest during Business hours of the Branch/Office.
- IV. Once cash requirements are assessed, give advance information a day before or at least two hours, to the Cash Feeding Branch/Currency Chest and the approximate time by which the delivery of cash is going to be taken. The cash in any case has to be picked up during the business hours of the Branch/office.
- V. Bidder to count the cash and then take delivery of cash. Mismatches if any, are to be brought to the knowledge of the concerned at the time of taking delivery of the Cash. Also, Mutilated/Forged/Soiled notes, if any, are to be identified while taking delivery of the cash and be brought to the notice of the concerned.
- VI. Bidder is required to load the cash directly to CD within the shortest possible time and unloaded cash if any, should be remitted back to the Branch/Office from where it was picked. In exceptional cases, Bidder has to hold the cash in their chest/vault. The cash so held in the Bidder's chest should be loaded to the CD or should be remitted back as soon as the Branch/Office Opens on the following working day.
- VII. Bidder/his agent invariably should replenish the cash as per system in vogue i.e. updating the counters, Admin and should submit them along with EOD to the Cash Feeding Branch immediately or at the most on net Bank Working Day.
- VIII. Any shortages in loading shall be to the account of bidder and should be made

good within a period of 7 calendar days. Any further delay will attract Interest at the rate of commercial rate of the Bank.

- IX. Cash taken for loading to various CDs should be insured comprehensively covering all the perils and copy of the insurance policy to be submitted to the Bank.
- X. Bidder to submit, by the end of the day, a statement giving details of Cash taken, Cash loaded to CDs, Cash remitted back, Cash held in their chest etc., as per the proforma specified by the Bank, for cash reconciliation purposes.
- XI. Any shortage/overage found by the agent at the time of cash replenishment has to be reported to the Bank and action should be undertaken by the agent immediately and the bidder should make good of aggregate shortages during the month within a period of 10 days from close of the month.
- XII. With regard to cash loading the procedure as given by the Bank from time-to-time needs to be followed.

Bidders to confirm having noted above and give undertaking compliance for:

- a. Having noted the details mentioned under Cash Pick up and Loading Activities
- b. Undertaking activity by own arrangements or through a third party agency
- c. Insure cash in transit and in vault for all the perils.
- d. Replenish cash as many times as required per day/per month
- e. Cash pick-up and transportation shall be in secure and armored vehicles
- f. To do a full CD terminal status check during cash loading activity
- g. Bidder to have an auditable settlement and reporting system
- h. **Physical CASH Tallying:** Bidder to Tally CD-wise EJC with the following details
 - CD Counter-wise :
 - Previous Day's Balance
 - Cash Dispensed
 - CD Closing Cash.
 - **PHYSICAL CASH IN CD TO TALLY WITH CLOSING CASH AS PER COUNTERS**
 - Report of transactions taken place from the previous tallying giving details like Date of Tn, Time of Tn, Trace, Card number, Account number, Response code,, Amount.

TOTAL OF THE ABOVE REPORT TO TALLY WITH CASH DISPENSED AS PER COUNTERS

APPENDIX -I

CASH REPLENISHMENT SERVICES

1. SCOPE OF SERVICES

- 1.1 THE BANK and BIDDER have agreed that BIDDER will provide Cash Replenishment Services hereunder through its “Cash Replenishment Agency” (the “CRA”) and BIDDER has identified the CRA to THE BANK as its representative for providing the services. For the purposes of this provision, the reference to CRA categorically means and conveys reference to BIDDER for the purposes of performance of Cash Replenishment Services and BIDDER alone remains liable to THE BANK for such services.
- 1.2 BIDDER will manage and report all cash placements, store spare currency for Scheduled and Unscheduled Replenishments, in the manner, frequency and amounts.
- 1.3 THE BANK will provide the required CD fit currency to the CRA, as per denominations as mentioned in indents raised by BIDDER. Cash is to be issued by THE BANK from Cash Feeding Branch to the CRA identified for this purpose. BIDDER shall submit to THE BANK’s Cash Feeding Branch a list of (a) CRA’s authorized signatories to sign the voucher and (b) CRA’s authorized Operation staff. CRA shall withdraw cash from Cash Feeding Branch against indent as per format and supporting documents (c) Cash indents will be submitted to the Cash Feeding Branch via E-mail / fax to facilitate them to arrange delivery of cash.
- 1.4 THE BANK shall provide a maximum of 3 (Three) days Cash based on the previous 2 (Two) months dispense pattern.
- 1.5 Cash Replenishment Services includes the following services,
 - (a) Administrative Maintenance:- At the time of end of day activity (EOD), CRA will retrieve and account for mutilated cash from the divert cassette; replenish receipt tapes, ribbons and print cartridges, if required. EOD shall be carried out during the Cash replenishment. However, when deposit function is enabled, EOD shall be done on daily basis except Sundays and Bank holidays.
 - (b) CD Balancing:- At the time of end of day activity CRA will reconcile physical cash in the CD cassettes and in the purge bin (reject bin) with the ADMIN balance (end cash shown denomination wise in ADMIN slip).

Delay in EOD activity of ATM results in reconciliation arrears. Therefore for delay in daily EOD of ATM , vendor shall pay Rs.100/- per day per ATM for the delayed period. However Bank may at its discretion consider exceptional cases where EOD is not feasible daily due to genuine reason. Further any penalty paid on account of delay in settling of dispute transactions on account of non-submission of EOD report will be recovered from Vendor

- (c) Cash Replenishment:- Cash Replenishment means CASH ADD i.e. additional cash to be replenished will be added in the CD cassettes OR Cassette Swap method in major CRA as and when required, and the management and reporting of all cash placements in the manner and amounts the BIDDER’s cash management tool specifies. If cash

replenishment is scheduled for a particular CD the administrative maintenance and CD balancing activity shall be performed along with cash replenishment.

- (d) Currency Vaulting Service:- CRA will store cash in locked and/or sealed containers in the vault, separate from other customers' Valuables maintained at the vault. The amount of cash vaulted at CRA's vault shall be reflecting in CRA's Vault Balance Report.
 - (e) Settlement & Vault Reporting:- CRA will prepare end of day activity report and attach JP logs, supervisory counters and admin slips under the signature of CRA's representative/s performing cash replenishment and submit to Bank net working day. BIDDER will provide cash balance report (CBR), vault closing balance report (VCB) and overage and shortage report (OSR) as per format, mutually agreed, to THE BANK designated linked branch via e- mail.
 - (f) Vault Balancing. On a daily basis, BIDDER will provide CRA's records of cash received and cash disbursed to and from the vault with the previous day's verified records.
 - (g) Currency Sorting:- THE BANK shall provide CD fit currency for replenishment of CDs. .
 - (h) First Line Maintenance (FLM):- FLM calls related to bottom hatch of the CD that requires Opening of CD safe / vault shall be attended by BIDDER appointed CRA.
- 1.6 BIDDER shall not be responsible for cash outs if it arises due to following reasons:
- a. Quantum of cash not received as per indents raised by BIDDER
 - b. Cash not received as per denominations indented
 - c. If the CD stops dispensing a particular denomination and it is needed that the CD should be configured to continue dispensing the other remaining denomination
 - d. If cash is not provided by Bank in time
- 1.7 For the purpose of cash replenishment CRA will have a crew of two custodians.
- 1.8 CRA will use appropriate vehicles and one gunman in each vehicle for transportation of cash safely and efficiently.
- 1.9 CRA agency will allow THE BANK to conduct vault audits at location where currency vaulting services is provided. Audits will be conducted by THE BANK at its own cost during normal business hours. THE BANK representatives shall carry a letter authorizing them to conduct such audits along with their identity cards, any THE BANK official without the said authority letter and identity cards shall not be allowed by CRA to conduct audits.
- 1.10 CRA agency need to do EOD with Admin card only also CBR report and EJ counters hard copy supposed to be submitted on same day or very next day.
- 1.11 During cash replenishment if any Physical shortages or switch difference found then that information need to mentioned in C3R report -This is mandatory requirement.
- 1.12 CRA Agency should provide true and correct data in CBR report and ensure that there will not be revised CBR.
- 1.13 Indent information should be provide in advance so that Branches will arrange the

same in require denomination

- 1.14 Assigned ATM cash should be loaded in same ATM id if ATM is having any dispenser related issue then that cash should be Returned to the branch. Kindly note that CRA should not do cash diversion in other ATM without informing to the Branches.
- 1.15 During cash replenishment if CRA agency observed any dispenser related issue then suppose log a call with machine engineer for resolving the issue.
- 1.16 During cash replenishment if CRA agency observed any Fraud happened such as ATM damaged, Dispenser damaged then immediately informed to Branch Team and accordingly prepare the incident report.
- 1.17 If CRA agency person done the theft or mis-appropriation of cash then same information immediately provide to concerned branch for further auctioning.
- 1.18 CRA agency should check the ATM camera, Lobby surveillance camera and that information should be mentioned in C3R report
- 1.19 There should be Physical cash verification along with Branch person and that information should be mentioned in CBR Report
- 1.20 CRA agency should tally the physical cash with both the counters and ensure that every EOD physical cash should be tally with counters.
- 1.21 Solid notes or torn notes or rat cut notes should be replace with Branch immediately and reload the fresh notes in ATM.
- 1.22 If ATM are having Cash vaulting facility then vault closing balance and daily report should be provide along with CBR report to the branches
- 1.23 Proper documentation including a letter from the remitting bank should be carried invariably in the cash van, at all times, particularly for inter-state movement of currency.
- 1.24 The staff associated with cash handling should be adequately trained and duly certified.
- 1.25 MS vendors/CRA should follow all MHA guidelines regarding cash replenishment. And need to adhere the MHA updated guidelines also during the contract period.
- 1.26 Strict background check of the employees should include police verification of at least the last two addresses. Such verification should be updated periodically and shared on a common database at industry level. In case of dismissal of an employee, the CIT / CRA concerned should immediately inform the police with details.
- 1.27 Safe and secure premises of adequate size for cash processing / handling and vaulting. The premises should be under electronic surveillance and monitoring round the clock. Technical specifications of the vault should not be inferior to the minimum standards for Chests prescribed by the Reserve Bank. The vault should be operated only in joint custody and should have colour coded bins for easier storage and retrieval of different types of contents.
- 1.28 All fire safety gadgets should be available and working in the vault which should also be equipped with other standard security systems live CCTV monitoring with recording for at least 90 days, emergency alarm, burglar alarm, hotline with the nearest police station, lighting power backup and interlocking vault entry doors.
- 1.29 Critical information like customer account data should be kept highly secure. Access to the switch server should be restricted to banks. Interfaces where a bank gives access to the service provider or its sub-contractor to the bank's internal server should be limited to relevant information and secured

2. INSURANCE

- 2.1 BIDDER will at its own cost take and keep valid, during the term of this service, insurance policy (ies) adequately covering risks for CD Loss attributable to actions / inactions of the CRA, Transit Loss and Vault Loss. The value to be covered under such insurance policy (ies) shall not be less than the actual amount of cash at any point in the custody of CRA in respect of Cash Replenishment Services to THE BANK under this Cash Appendix. The BIDDER will submit to THE BANK a copy of the insurance policy (ies) so obtained in the Bank's premises during the time of delivery in the presence of Bank's official.
- 2.2 It is the sole responsibility of the Vendor to obtain adequate insurance cover for the Cash in transit, cash held in cassettes of CD/ATM machine, cash held in Vault, the assets of CD, UPS, AC, network equipment's and other infrastructure deployed for implementation of the project. Limits to be reviewed time to time to ensure adequate insurance is available and to share policy details to the Bank
- 2.3 Bank at its discretion may withdraw the cash services defined in the RFQ from the successful bidders and go for self-loading during the currency of the contract, in view of the business requirements. All costs related to such takeover / migration shall be borne by the bidder in such eventualities

3. LIABILITY

- 3.1 For the purposes of this Cash Appendix, the amounts of the following defined terms will be:
 - (a) The Transit Loss Liability Limit is Rs. 6,00,00,000/- (Rs Six Crores only) (Per transit)
 - (b) The Vault Loss Liability Limit is Rs. 6, 00,00,000/- (Rs Six Crores only) (Per vault)
 - (c) The transit Loss Liability & the Vault Loss Liability related loss may be increased as per the requirement time to time
 - (d) Vendor should not exceed the above limits per transit, per vault without prior permission from banks Central Office.
 - (e) Vendor should take adequate insurance cover to meet Bank loss and pay for the transit, Vault and Cash in ATM Liability. Vendor will be solely responsible held responsible.
- 3.2 BIDDER will be liable for CD Loss, Cash in ATM, Transit Loss or Vault Loss if such losses directly result.
 - (a) From kidnapping or robbery of employees / representative of BIDDER;
 - (b) dishonesty, negligence or intentional act by employees or representative of BIDDER or
 - (c) damage to THE BANK's property caused by employees or representative of BIDDER, normal wear and tear excluded.
- 3.3 BIDDER's total liability for any single CD Loss will in no event exceed the CD Loss Liability Limit. BIDDER's total liability for cash in ATM loss will be the extent of actual loss of the cash
- 3.4 BIDDER will be liable for any Vault Loss up to the Vault Loss Liability Limit. BIDDER's liability under this Section will commence when Currencies have been delivered into a vault or other secured facility owned, Operated by, or under the control of CRA, and will terminate when they are delivered to THE BANK or THE BANK's designated consignee or agent.
- 3.5 BIDDER will be liable for any Transit Loss up to the Transit Loss Liability Limit.

BIDDER's liability under this Section will commence when Currencies have been received by CRA and will terminate when they are either (a) delivered to THE BANK or THE BANK's designated consignee or agent; or (b) delivered to, and deposited in, an CD and CRA has secured the CD vault and departed from the room or immediate area where the CD is located.

- 3.6 Other than the damages and remedies expressly set forth in this Cash Appendix, BIDDER will not be liable to THE BANK, either directly or by pass-through claims of indemnity or contribution for claims of third parties, for any moneys, damages, relief, or remedies, irrespective of whether the claim arises in common law, tort, statute, or equity.
- 3.7 If THE BANK and BIDDER are unable to agree upon responsibility for an CD Loss, the parties will escalate the issue to their senior management, who will meet either in person or by telephone in an attempt to resolve the dispute. If the parties disagree after that meeting, either Party may invoke binding arbitration.
- 3.8 A formal written claim of loss to BIDDER and such claim shall be made by THE BANK in any event not later than thirty (30) days after BIDDER's delivery of the CD settlement report, or other record through which any discrepancy is discovered. THE BANK and BIDDER agree to assist and cooperate fully with each other relative to any claim arising hereunder. THE BANK agrees at all times to exercise due care in order to discover and investigate any losses/ discrepancies. Immediately upon discovering a loss/discrepancy, THE BANK agrees to furnish to BIDDER reasonably satisfactory written proof of such loss. Acceptance of such information will not be an admission of liability on behalf of BIDDER. THE BANK to provide the daily SUSPECT/REXTRACT transaction list to BIDDER to identify the issues related Cash Shortages or Excess.
- 3.9 Supporting documentation is necessary for BIDDER to process and investigate cash loss claims. Reasonably satisfactory proof of a claim for loss is required, and includes but is not limited to:
 - a. Cash replenishment report, JP logs/ EJ and CD counters for the time period the variance was discovered and the same report(s) for the previous and post settlement periods.
 - b. Copies of THE BANK's CD reconciliation reports indicating the CD's beginning, ending and dispensed totals for the time period the variance was discovered.
 - c. Copies of the suspect transactions report
 - d. THE BANK's calculation of the claimed variance.

4 ACCESS TO EQUIPMENT

THE BANK agrees that neither THE BANK's employees nor any third party will have access to CD vaults.

5. ACCEPTANCE AND VERIFICATION

- 5.1 THE BANK acknowledges that BIDDER through CRA shall accept Currency in sealed packages, from THE BANK or THE BANK's designated agent, but may refuse to accept any package, bag that is not securely locked and sealed, and that is not accompanied by a written receipt which contains a statement of the value of the

Currency in the package / bag. BIDDER through CRA will verify the cash in THE BANK's premises for which THE BANK shall provide space and machines for counting of notes. Where THE BANK does not provide space and machine on its premises to count the currency, the BIDDER through CRA will verify by strap count on net working day of receipt any Currency shipments accepted on THE BANK's behalf. . BIDDER will not be liable for discrepancies or shortfalls or forged notes within bulk currency bundles and/or mis-strapped denominations. The CRA's verification of funds will be deemed final and conclusive.

- 5.2 THE BANK will co-Operate to recover Valuables, including correcting the transaction (debiting the account) of any customer for an CD Loss due to improperly dispensed Currency as a result of mis-loaded denominations, mis-configured cassettes, or mis-loaded cassettes.

6. RECOVERY OF LOSSES

- 6.1 In case of any CD loss (es), discrepancy/ difference in the report generated on the CD and the physical/actual cash, if after verification, it is found that the shortage/difference of cash, if any, from the reports as well as cash balance, is on account of the lapses on the part of the CRA, BIDDER will make the payment within 30 (Thirty) days from the date of claim.
- 6.2 Vault Loss (es) and Transit Loss (es), if any, shall be by BIDDER to THE BANK within 30 (Thirty) days of occurrence of such loss without waiting for admissibility or settlement of the insurance claim.

7. THE BANK'S RESPONSIBILITIES

- 7.1 Bank shall allow the CRA agency to withdraw cash using "Cash Indent" for the purpose of issuing cash.
- 7.2 THE BANK will provide the required cash (as per denominations as mentioned in indents raised by BIDDER) of CD fit currency.
- 7.3 Cash will be issued by THE BANK from the identified Cash Feeding Branch/es to CRA identified for this purpose.

APPENDIX-J

RECONCILIATION & SETTLEMENT

BIDDER shall provide reconciliation and settlement mechanism pertaining to BIDDER deployed CD transactions. The activity shall be carried out in BIDDER premises. BIDDER shall have the software to provide reconciliation and settlement for all such transactions of CDs.

1. BIDDER' Responsibilities:

BIDDER shall be responsible for reconciliation of the following transactions:

- a. CD Cash reconciliation
- b. CD to Switch reconciliation (EJ to switch)
- c. Generation of MIS report – Matched & unmatched entries
- d. Report of unreconciliations.

2. REPORT GENERATION

All the reports, Audit Trails necessary for branch accounting and inter branch reconciliation shall be generated at the end of the day. The following reports shall be generated on daily basis

- a. Daily CD wise EJ Report
- b. Daily CD Settlement Report
- c. Daily Exception Report
- d. Audit trail and the details of incomplete transactions
- e. Any other reports as deemed necessary by the Bank from time to time.

3. THE BANK Responsibilities:

- a. Provision of Switch & Host data to BIDDER as per format agreed between THE BANK & BIDDER
- b. Host to Switch reconciliation
- c. Inter branch reconciliation
- d. Settlement between the Bank, VISA / MasterCard, NFS, other institutions, and merchant establishments
- e. Reconciliation of all POS transactions – inter-branch, inter-bank pertaining to cardholders of the Bank.
- f. Managing suspect transaction
- g. Management of charge back and settlement wherein BIDDER shall provide the required data
- h. Managing Suspense items

Suspense items may occur in the following situations

- a. Different cutover times for other institutions/interchanges.
- b. As the Bank has an option to share Bank's CD network with other Banks, the switch shall support and be configurable for separate cut-over time for the Bank's network that could be different from that of the CD sharing consortium
- c. The Switch shall support both automatic cutover and member initiated cutover.

APPENDIX-K

CD UPTIME & PENALTY

SERVICE LEVEL & PENALTIES

Uptime is calculated as accessibility / availability of the CDs for all types of transactions supported on the CD/ATMs. Availability should be for the end customer and the customer should be able to perform all transactions (financial & non- financial) that are supported on the ATM including generation of the receipt on completion of transaction, dispensing of cash of all denomination for which ATM is configured.

Installation of ATM Delivery Channel is of critical importance for the Bank and therefore, it requires uptime availability of 98% calculated on monthly basis for each CD/CRMs. An uptime of minimum of 98% for each CD for a calendar month (excluding the month in which the CDs is installed) is required.

Following will be Standard Exclusions while calculating availability:

1 Uptime Calculation & Standard Exclusions

Following are standard exclusions for calculation of monthly uptime / availability:

- i. A maximum of 20 hours per month for performance of supervisory duties
- ii. Bank dependency, actual downtime due to cash out on account of non-supply of cash by the Bank
- iii. Bank dependency, actual downtime on account of ATM switch downtime which include any planned or scheduled down time of ATM switch by bank.
- iv. In case of non-availability of connectivity for on-site ATMs for reasons solely attributable to the Bank, where branch connectivity is not available, this exclusion shall be available.
- v. Core Banking Solution Host outages
- vi. Any other cause directly affecting the downtime solely attributable to Bank's infrastructure including power outages
- vii. Lobby or captive ATMs not accessible beyond banking hours
- viii. Remote Branches – closed due to power or infrastructural issues
- ix. Closure is enforced by law enforcement / Police authorities
- x. Any other exclusion agreed by the bank

(Exclusions shall be available only when supporting documentary evidence is submitted)

1.1 For the purpose of calculation of uptime, an ATM which is not dispensing cash for reasons other than stated above, will be treated as down even though the non-financial transactions are happening successfully on the ATM.

1.2 However, an ATM which is dispensing cash successfully will be treated as functioning even though non-financial transactions are not happening.

1.3 Selected Vendor shall provide monthly downtime report along with invoice. Bank's

switch report of down time shall be considered for computation of penalty.

2. Penalty for non-maintenance of up-time, cash out, non- maintenance of housekeeping, not providing cctv footage, improper maintenance of e surveillance systems and EJ

2.1 Penalties will be levied @ Rs 100/- per hour per ATM /CD for any downtime beyond 2 % in a month, after taking into account all the exclusions provided in the above paragraph calculated on a monthly basis.

For example if the month has 30 days i.e. 720 hours, 20 hours will be deducted for Preventive Maintenance and Supervisory Time (assuming that there is zero downtime on account of non-supply of cash and the-non-Operation of Switch).

Of the remaining 700 hours, the bidder has to ensure that the downtime does not exceed 2% i.e. 14 hours in a month per ATM. For downtime exceeding 20+14 i.e. 34 hours in the month, penalty at the rate of Rs. 100 per hour will be levied.

2.2 The Vendor shall be charged penalty for Cash outs in addition to other penalties for each Cash out Incidence, penalty at the rate of Rs.4000 per Machine per incidence will be charged. If cash out position in ATM continues for more than 24 hours then additional penalty of Rs. 1000/- for each 24 hours cycle will also be levied.

The bank has defined Cash Out as non-availability of cash in ATM/CD for dispensation. To align with ADMIN balance, cases of ADMIN balance Rs. 25,000/- out of above will also be considered as “Cash Out” for the purpose of penalty.

If switch receives currency receives “Currency Out” message in respect of all configured /present cassettes in the machine, irrespective of switch/ADMIN balance it will be treated as Cash Out situation. And even if switch/ADMIN balance is available in any of the Machine but physical cash is not available in the Machine it will also be treated as Cash Out situation and will attract penalty.

2.3 The non-maintenance of cleanliness at ATM room and Site upkeep related issues system, will be taken up with the Vendor by the Bank by e- mail or any other. Despite bringing it to the notice of the vendor if the general maintenance of the site remains poor and there is no improvement after three such occasions despite bringing it to the notice of the vendor in writing , per day penalty of Rs. 500/- per ATM for non-maintenance of the site will be charged.

2.4 E_surveillance system should be operational 24*7. A monthly report related to the connectivity/functioning/Sensors of E_surveillance system has to be provided to the Bank. Any uptime of E-surveillance system uptime less than 95% for each ATM monthly as reported or observed by Bank will attract penalty of Rs.500/-. Vendor shall be charged penalty @ Rs.500/ per day (from 3rd day) with cap of Rs. 2000/- for not providing CCTV footage within 2 days (from the date of request by the bank for providing specific ATM CCTV camera footages) or actual compensation paid to the customers/regulators , whichever is higher. Apart from penalty, vendor will have to reimburse the bank for asset loss incurred by the bank for alert/event not received.

2.5 EJ for all operational ATMs is to be provided on daily on T+1 basis. Any short fall of EJ of 98% per ATM will attract penalty of Rs. 500/- per day. Recurrence of default shall attract increased penalty of Rs. 1000/- per day with penalty cap of Rs. 2000 per ATM. Apart from penalty, amount paid to customer for disputed transaction on account of EJ not provided will be recovered from

vendor bill payment, on actual.

3 Non Payment for Zero Cash Withdrawal hits

- 3.1 In the event of any CD registering Zero Cash withdrawal hits for 480 hours per ATM (need not be on continuous basis) in a month, the Bank shall not release the payment due for that CD for that month.
- 3.2 Standard exclusions mentioned above will be applicable while considering the Zero hit position.
- 3.3 Such CD will be excluded from the downtime calculation stipulated for maintaining uptime of 98% and excluded from penalty calculations mentioned above.
- 3.4 Cap on Penalty as mentioned is not applicable for such Zero hit ATMs.

4 Commissioning the CDs and Operationalizing Services

- 4.1 On-site and Off-site requirement will be as per Bank's business requirement at the time of implementation of the Project.
- 4.2 The Vendor shall be responsible for Operationalizing all the services stipulated under this RFP as under:-
- Site completion 30 days for Metro/Urban and 35 days for Rural locations after site handover
- 4.3 Penalty for Delay in Operationalizing the Services

In case of delay in making live the CDs beyond the days stipulated above, the Vendor shall be charged penalty at Rs. 1000/- per day per site which will be recovered for delay in Operationalizing / making live the Off-site /On-Site/E galleries CDs beyond the days stipulated as above.

Shifting of sites approved by banks Central Office should be completed by Bidder without any additional cost to the bank within 30 days after date of sanction and thereafter penalty of Rs. 1000/- per day machine with maximum cap of Rs. 1,00,000/- will be recovered. Bank will not make any payment for sites not shifted within stipulated time.

4.4 Consumables :

Consumables are required to be replenished well before it gets over.

Penalty : Rs.1000/- per incident shall be levied if consumable are not made available within four hour from the time information available in Online Monitoring Solution or complaint lodged by Bank official in this regard. If the incidents are recurring then penalty shall be charged at increase rate of Rs.2000/- per incident, for all consumables shall be recovered from the vendor.

- 4.5 UAT and requisite certifications of machines to be completed within 75 days from date of acceptance of Purchase Order and in meantime identification of offsite locations and TIS related work should be carried out. Subsequent delay in various testing/certification with bank switch and NPCI/VISA/MASTERCARD/UAT will be penalized, for dependency attributable to successful Vendors at rate of Rs. 2000/- per day for first 15 days (from 76th day) and thereafter will Rs. 5,000/- per day for next 15 days (from 91st day) with maximum up to Rs.1,00,000 per ATM and after 30 days (from 106th day) that bank may take deemed action including cancellation of the contract.

5 CAP ON PENALTY

The total Penalty recoverable for downtime that is not maintaining the uptime as per Service Level and cash outs attributable to the Vendor will be capped at 15% of the total payment due to the Vendor for under the Contract for the particular month. Capping will be done at aggregate level for ATMs/CDs, not for each ATM/CD

This Cap is not applicable for the following:-

- i. Recovery from the Vendor of the amount of transaction claim settlement done in the event of non-availability of EJ under Clause
- ii. Dues recoverable from the Vendor under Clause (Cash Management, Replenishment, Reconciliation (Shortage), cash fraud, fraud due to technical issues (including software/ application/ hardware issues), cash theft loss to the bank and related services) of this RFP.
- iii. Delay in EOD activity of ATM results in reconciliation arrears. Therefore for delay in daily EOD of ATM , vendor shall pay Rs.100/- per day per ATM for the delayed period as per clause
- iv. Recovery from the Vendor for disputed transactions settled / penalty paid due to the non-availability of camera footage as covered under clause
- v. Penalty/loss to bank due to non-compliance of RBI/regulator guidelines will be recovered from Vendor without any cap.

6 CD SITE MANAGEMENT.

1 Vendor either successful bidder or vendor is provided the option to escalate any issue relating to penalty to Deputy General Manager, Central Bank of India, DP&TB Department, Mumbai.

2 THE BANK, at its sole discretion may not levy penalty under this clause, subject to Vendor providing sufficient proof to the satisfaction of the Bank, for non-levying of penalty and a third party outsourced agency not engaged by Vendor has been proved solely responsible for the downtime.

3 THE BANK reserves the right to review continuation of availing the services including termination of the contract, if necessary, if:

3.1 Vendor or his contractors are found to be indulging in unfair practices / committing frauds.

3.2 The general maintenance of the sites and equipment is poor and there is no improvement despite bringing it to the notice of the Vendor.

3.3 The bank suffers a reputation loss on account of any activity of the Vendor.

3.4 Vendor is declared insolvent.

APPENDIX-L

CERTIFICATE BY STATUTORY AUDITOR OF BIDDER TOWARDS MANDATORY MINIMUM LOCAL CONTENT (IN CASE BIDDER SEEKING BENEFIT OF PURCHASE PREFERENCE-LOCAL CONTENT)

No. _____ dated _____

To,
Deputy General Manager
Central Bank of India
Transaction Banking Department
Central Office, Sorabji Bhawan, Fort

Mumbai – 400023

**Reg.: RFP for Supply, Installation and Maintenance of 2600 CD(Including 50 Mobile ATMs)
on OPEX Model**

Ref: Your RFP ref No.CO: TN-BKG: 2020-21:5 dated 17.03.2021

1. We _____ the statutory auditor of M/s. _____ (Name of the bidder) hereby certify that M/s. _____ (Name of the bidder) meet the mandatory minimum Local content requirement of ____% specified in tender document quoted vide offer No. _____ dated _____ against tender No. _____ by M/s _____ (Name of the bidder).
2. We _____ the statutory auditor of M/s. _____ (Name of the bidder) hereby certify that M/s. _____ (Name of Manufacturer) meet the mandatory minimum Local content requirement of ____% specified in tender document quoted vide offer No. _____ dated _____ against tender No. _____ by M/s _____ (Name of the bidder).

This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 dated 15-6-2017 as revised on 16-9-2020, referred to hereinabove.

- (i) In case the bidder is a manufacturer, the undertaking from statutory auditor is to be submitted as per sl. no. 2 and sl. no. 1 is to be struck out.
- (ii) In case bidder is not a manufacturer, the undertaking from statutory auditor is to be submitted as per sl. no. 1 and sl. no. 2 is to be struck out.

Signature of Statutory Auditor Cost
Auditor
Name/Company
Registration Number Seal

Counter-signed:

Bidder

OEM

Name & Signature of authorised signatory

(In the capacity of)
Duly authorized to sign bid

Name & Signature of authorized signatory

(In the capacity of)
Duly authorized to sign for and on behalf of OEM
(supported by Board Resolution/POA)

APPENDIX-M

Affidavit of Self Certification regarding Domestic Value Addition in an Electronic Product (to be provided on Rs. 100/- Stamp Paper)

Date: I S/o, D/o, W/o
..... Resident of
..... do hereby solemnly affirm and
declare as under.

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification No. P-45021/2/2017-PP (BE-II)-2017-Revision dated 16.09.2020.

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring authority or any authority so nominated by the Ministry of Electronics and Information Technology (MeitY), Government of India for the purpose of assessing the domestic value-addition.

That the domestic value addition for all inputs which constitute the said electronic products has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition norms, based on the assessment of an authority so nominated by the Ministry of Electronics and Information Technology, Government of India for the purpose of assessing the domestic value-addition. I will be disqualified from any Government tender for a period of 36 months. In addition, I will bear all costs of such an assessment.

That I have complied with all conditions referred to in the Notification No., wherein preference to domestically manufactured electronic products in Government procurement is provided and that the procuring authority is hereby authorized to forfeit and adjust my EMD and other security amount towards such assessment cost and I undertake to pay the balance, if any, forthwith.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authorities:

- i. Name and details of the Domestic Manufacturer,
(Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued,
- iii. Electronic Product for which the certificate is produced,
- iv. Procuring agency to whom the certificate is furnished,
- v. Percentage of domestic value addition claimed,
- vi. Name and contact details of the unit of the manufacturer,
- vii. Sale Price of the product,

- viii. E-Factory Price of the product,
- ix. Freight, Insurance and handling,
- x. Total Bill of Material,
- xi. List and total cost value of inputs used for manufacture of the electronic product,
- xii. List and total cost of inputs which are domestically sourced. Please attach certificates from suppliers, if the input is not in-house,
- xiii. List and cost of inputs which are imported, directly or indirectly,

For and on behalf of _____ (Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Directors)
<Insert Name, Designation and Contact No.>

APPENDIX-N

**Affidavit of Self Certification regarding Restriction on Bidders from a Country which
shares a Land Border with India
(to be provided on Rs. 100/- Stamp Paper)**

Date: I S/o, D/o, W/o
....., Resident of
.....do hereby solemnly affirm and
declare as under.

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries,' I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]

Authorized signatory (To be duly authorized by the Board of Directors)
<Insert Name, Designation and Contact No.>

APPENDIX-O E-Surveillance integration at ATM sites:

1. Event Based Surveillance activities –

- 1.1. Detection of Intrusion in the ATM, UPS, Control Panel, etc. ATM premises/ adjoining portion of Branch premises, in case of Onsite ATMs wherever, due to structure & lay-out, such overlaps occur.
- 1.2. Camera analytics or any facility, which should be able to detect any person entering ATM room with covered face, face under mask and/or wearing helmet etc.
- 1.3. Alert in case of fire/abnormal heat, smoke, in the ATM premises / adjoining portion of Branch premises in case of Onsite ATMs, wherever, due to structure & lay-out, such overlaps occur.
- 1.4. CCTV Surveillance should be provided in ATM Room and ATM Back room as well as the front entrance area.
- 1.5. Event Based detection of loitering or unauthorized activity, using motion detectors through PIR (Passive Infrared) sensor/ IP Camera on a round the clock basis / or on a shift basis, wherever the ATMs functioning is on a shift basis. In other words, the Trigger action in all the ATMs including the ATMs closed in night, would be on event based basis however, all the ATMs would remain under Surveillance for the 24 hrs basis.
- 1.6. Video verification by viewing images of site on above event.
- 1.7. Storing of Images and Video for any Verification **(90 days minimum) (Expandable to meet higher period i.e. 180 days for storing disputed cases in case of any future administrative / regulatory requirements")**.
- 1.8. Use of 2-Way Audio to deter the attempted crime and the system should be highly capable of clear voice/sound quality and there should be no disconnection even if the connectivity is lost with the command center.
- 1.9. Pre-recorded message of minimum 60 seconds should be played to deter any theft/burglary or any suspicious activity.
- 1.10. Storing of ticket related notes / recordings of conversation with various parties for **90 days minimum. Storing of suspicious / criminal events would be for 180 days or till the closer of the case.**
- 1.11. SMS / Emails to Bank officials posted at Regions/ Zones, on receiving an alert as per mutual agreed procedure. This disposition may be altered as per Bank requirement in future.
- 1.12. Telephone escalation to related parties regarding communication of crime.
- 1.13. Bank should have the authority and discretion to remotely view any of the ATMs under this solution whenever required, carry out mock drills etc. with availability of log details.
- 1.14. Providing mutually agreed reports and service provider is under obligation to provide audio-video footage / images as per the requirement of the Bank.
- 1.15. Providing audio – video footage/ images for submission to Police authorities/ Civil Administration authorities, under the law.
- 1.16. All functionalities given in functional specification to be provided. Functional specifications of the e- Surveillance system are as per General Functional Requirement and Mandatory Functional requirement mentioned in this RFP.
- 1.17. The offered system should have various reporting capabilities such as e-Surveillance system down report, system health check report, ATM-wise site-wise alert reports, ticket transaction reports, ATM main power cut reports, chest door Open report, hood Open report, housekeeping attendant report, CRA attendance report and connectivity/ link uptime report etc.
- 1.18. The e-Surveillance vendor will be solely responsible to provide such information or **video footage or image or reports** to the police or other regulatory authorities on demand and under the permission of Bank's authorities. Suitable penalty will be applicable in case of failure to provide requisite footages.
- 1.19. To implement the offered system as per the technical/ functional specifications given in the RFP document.
- 1.20. Site and Geography identification for installation of system would be done absolutely at the

discretion of the Bank. Similarly, any addition of the site should not attract any additional commercial (additional sites, the rates applicable will be same as asked for initial requirement).

- 1.21. The Bank may shift its ATMs during the contract period. In these cases, the service provider has to shift the same equipment to the new location and make e-surveillance system live within 7 days. Vendor to provide support for additional sensor requirement as per regulatory/statutory requirement during contract period.
- 1.22. Deinstallation/Dismantling of any e-surveillance equipment from the site will be done without any additional cost to the Bank.
- 1.23. During the currency of the contract, if any additional sensor is required to be installed, the vendor will install the same without any extra cost.
- 1.24. Vendor to provide support for upgradation in CCTV camera technology/resolution as per regulatory/statutory requirement during contract period
- 1.25. The Bank would use this support infrastructure for any other site control measures also.
- 1.26. Minimum front line staff for monitoring in command center should be in the ratio of 1 staff per 100 sites .
- 1.27. Customer credentials should not be captured through any camera/sensor or any type of equipment in ATM cabin installed by the service provider.

2. Quick Response Team (QRT) for attending to the sites on event based requirements.

- 2.1. To attend the site within reasonable time (generally within 15 to 20 minutes in Metro / Urban area, 30 minutes to 40 minutes in Semi Urban / Rural area).
- 2.2. To be able to inform the Police and take their support locally, in dire eventualities.
- 2.3. To take reasonable deterrent action, when encountering the culprits at the event sites.
- 2.4. To support the Bank / Law enforcement authorities up to the extent warranted by the nature of the event.
- 2.5. QRT to be located through GPS (in mobile application).
- 2.6. QRT should have professional knowledge of e-surveillance system and should not be changed on frequent basis from their duties.
- 2.7. Any other related work, which may be included in the agreement after mutual discussion and appreciation of the inherent issues.

3. AC, UPS & Signage energy Management and functionality monitoring –

- 3.1. To monitor the serviceability of UPS, to carry its remote power monitoring and report its functionality state on the mutually agreed format to the MS vendor and the Bank in details.
- 3.2. To monitor the serviceability of AC, to carry its remote switch ON and switch OFF activities and report its functionality state on the mutually agreed format to the MS vendor and the Bank in details.
- 3.3. To monitor the serviceability of Signage, to carry its remote switch ON and switch OFF activities and report its functionality state on the mutually agreed format to the MS vendor and the Bank in details.
- 3.4. Any new monitoring tool or report relevant to monitoring or efficiency enhancement of the ATMs, its monitoring and higher deliverance can be added as per the requirements coming up or discovered in future and the service provider is bound to accept such requirements within the overall framework of the scope of the e-Surveillance services and within the cost or charges finalized as a result of this RFP.
- 3.5. Alert to be generated when the temperature goes extraordinarily high/low at the ATM site.
- 3.6. The software developed or customized should follow a standard development process to ensure that it meets functional, security, performance and regulatory requirements of the Bank.

4. Maintenance / Upgrades

SERVICE PROVIDER shall maintain and upgrade the Systems during the Contract Period so that the System shall, at all times during the contract Period, meet or exceed the specifications in the Project Documents and the performance requirements as set forth in the this Agreement. **SERVICE PROVIDER** shall, at no cost to the Bank, promptly correct any and all errors, deficiencies and defects in the Systems.

SERVICE PROVIDER shall have the Operational maintenance obligations (eg. Central Monitoring Station, on- site installation and services, networking, telephone support, problem resolution, Reporting.

5. Preventive Maintenance

- 5.1. The Service Provider shall carry out preventive maintenance once in a quarterly in consultation with CENTRAL BANK OF INDIA's team during the warranty period. Preventive Maintenance will include replacement of worn-out parts, checking through diagnostic software etc.
- 5.2. Worn out parts should be replaced/repared/rectified within a maximum period of 24 hours from the time of fault occurrence.
- 5.3. In case equipment is taken away for repairs, the Service Provider shall provide a standby equipment (of equivalent configuration), so that the work of CENTRAL BANK OF INDIA is not affected.
- 5.4. The Service Provider shall keep sufficient quantity of spares as stock during the warranty period at their support office across the country.

APPENDIX-P Guidelines, Terms & Conditions and Process Flow for Reverse Auction

Business Rules for Reverse Auction

1. For the purpose of arriving at Start Bid price, the Bank will take into cognizance the indicative rates offered by the Technically Qualified Bidders in which process the Bidder will not be involved. There would, however, be no compulsion on the part of the Bank to accept the indicative prices as Bench Mark for determining the Start Bid price and the Bank may, at its discretion, use any other process / methodology to determine the Start Bid Price without having to disclose the basis to the Bidders.
2. A reverse auction event will be carried out by an agency appointed by the Bank, among the Technically Qualified Bidders, for providing opportunities to the Bidders to bid dynamically. At the end of reverse auction process, the lowest bidder (L1) in reverse auction process will be identified.
3. In case the lowest bidder fails to honour their commitment given during reverse auction event, action as deemed fit shall be taken.

Reverse Auction Event Information

The short listed Bidders after the technical evaluation stage will participate in the reverse auction conducted by an agency appointed by the Bank.

Date for Reverse Auction training: Will be informed after Technical Evaluation of bids.

Date and time of reverse auction: Will be informed after Technical Evaluation of bids.

Terms & Conditions of Reverse Auction

1. **TRAINING:** An agency appointed by the Bank will conduct adequate training to the technically qualified Bidders on the bidding process. The Bidder has to participate in the training at their own cost.
2. **LOG IN NAME & PASSWORD:** Each technically qualified Bidder will be assigned a Unique User Name & Password by the agency appointed by the Bank. The Bidders are requested to change the Password and edit the information in the Registration Page after the receipt of initial Password from the agency appointed by the Bank. All bids made from the Login ID given to the Bidder will be deemed to have been made by the Bidder.
3. **BIDS PLACED BY BIDDER:** The bid of the Bidder will be taken to be an offer to sell. Bids once made by the Bidder cannot be cancelled. The Bidder is bound to sell the material as mentioned above at the price that they bid.
4. **LOWEST BID OF BIDDER:** In case the Bidder submits more than one bid, the lowest bid

will be considered as the Bidder's final offer to sell.

5. **AUCTION TYPE:** The Bidders will not be able to view the rank of different Bidders. The Bidder will be able to view the current lowest price on the portal.
6. **VISIBILITY TO BIDDER:** The Bidder shall be able to view the following on his screen along with the necessary fields:
 - Leading Bid in the Auction
 - Bid placed by You
 - Auction Opening price and bid decremental value
 - Your rank in the auction
7. **MASKED NAMES:** The original names of the Bidders shall be masked in the Reverse Auction and they shall be given dummy names. After the completion of the Reverse Auction event, the agency appointed by the Bank shall submit the Report to Central Bank of India with the original names displayed.
8. **GENERAL TERMS & CONDITIONS:** Bidders are required to read the "Terms and Conditions" section of the auctions site of the agency concerned, using the Login IDs and passwords given to them.
9. **OTHER TERMS & CONDITIONS:**
 - The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other Bidders
 - The Bidder shall not divulge either his Bids or any other exclusive details of Central Bank of India to any other party.
 - Central Bank of India decision on award of Contract shall be final and binding on all the Bidders.
 - Central Bank of India may, at its discretion and without assigning any reason extend, reschedule or cancel any Auction. Any changes made by Central Bank of India after the first posting will have to be accepted if the Bidder continues to access the site after that time.
 - Central Bank of India and the agency shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
 - Central Bank of India and the agency are not responsible for any damages, including damages that result from, but are not limited to negligence. The agency will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.
 - All the Bidders are required to submit the Reverse auction process compliance Form after the training program duly signed to Central Bank of India. After the receipt of the Agreement Form, Log in ID & Password shall be allotted to the Technically Qualified Bidders.

Auction Format	ENGLISH REVERSE NO TIES AUCTION There is only 1 Bidder at a particular position / rank, which means 1 L1, 1 L2 & so on. The criteria followed here is of Price only. So, the Bidder who quotes the lowest Price is declared as the winner of the Auction. A Bidder here can revise his bids. The revised price should be lower than the L1 price at that point of time.
Bidding Process and Timeline	You should complete the following steps: Participate in the training Program for bidding by the agency appointed by the Bank on the dates mentioned in this document. You should be prepared with competitive price quotes on the day of the bidding event. Participate in the online bidding event.
Start bid price	Start bid price is the upper/ ceiling price of the contract value fixed by Central Bank of India for the reverse auction event. Bidders can bid only lower than the start bid price. Start bid price shall be available to the Bidders during the start of the auction on the auction site.
Bid Decrement	Bid Decrement is the fixed amount by which, or by multiples of which, the net bid value can be decreased. Bid Decrement shall be available to the Bidders during the start of the auction on the auction site.
Bid Price in reverse Auction	Kindly mention the bid price basis i.e. the price quoted in the reverse Auction shall be lump sum exclusive of all taxes.
Auto Bids	Auto Bid function shall be disabled during the e- procurement auction
Auction Duration	The auction will be of half an hour duration. In case there is a bid by any Bidder within 5 minutes of closing of the auction, the auction will be extended by another 5 minutes. Such unlimited extension will be allowed to continue till no quote is placed within 5 minutes of the last quote. Auto-bid feature will be disabled from the start time of bidding. This feature will be explained during training.
Price Bid evaluation and award of purchase order	<ul style="list-style-type: none"> <input type="checkbox"/> <i>At the end of reverse auction process, L1 of Reverse Auction will be identified.</i> <input type="checkbox"/> Central Bank of India reserves the right to reject any or all the bids without assigning any reason whatsoever.

The above terms and conditions are acceptable to us.

Seal of the Bidder

Signature of the Bidder

Name

Designation

APPENDIX-Q

To
The Deputy General Manager,
Central Bank of India, First Floor,
DP&TB Department, MMO
Building, Fort
Mumbai - 400001

Sub: Agreement to the Online Bidding/Reverse Auction Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the E-procurement Auction Annexure enclosed with the RFP document of Central Bank of India for **Supply, installation, support and Maintenance of 2600 ATMs (including 50 Mobile ATMs) under OPEX model**

This letter is to confirm that:

The undersigned is authorized representative of the company. We confirm that we have changed our password after first login.

We have studied the Commercial Terms and the Business rules governing the Reverse Auction as mentioned in RFP of CBI and confirm our agreement to them.

We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.

We confirm that CBI and the agency India shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC etc. before or during the auction event.

We understand that in the event we are not able to access the auction site, we may authorize the agency 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 Central Bank of India or the agency appointed by The Bank regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.

I/we do understand that the agency may bid on behalf of other bidders as well in case of above- mentioned exigencies.

We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company

seal Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization – Sign this document and Fax it to the agency.



CENTRAL BANK OF INDIA

Deployment of 2600 CDs (Including 50 Mobile ATMs) under OPEX Model

TENDER No. CO: ATM: 2021-22:02 Dt 02.10.2021

DECLARATION by the BIDDER

We hereby undertake and agree to abide by all the terms and conditions stipulated by The Bank in the RFP for **Supply, installation and Maintenance of 2600 ATMs (Including 50 Mobile ATMs) under OPEX Model**

Seal of the Bidder Signature of Bidder



Annexure	Name of Annexure
Annexure-1	Bid Security Declaration
Annexure-2	Compliance Certificate
Annexure-3	Bidder Profile
Annexure-4	Details of Track Record
Annexure-5	Details of Service Center
Annexure-6	COMPLIANCE CHECKLIST WITH QUALIFICATION CRITERIA.
Annexure-6-A	COMPLIANCE CHECKLIST WITH QUALIFICATION CRITERIA IN CASE OF A NEW VENTURE.
Annexure-7	Technical Specification
Annexure-8	TIS-ATM site specifications
Annexure-8a	Commercial Bid/Price Bid
Annexure-9	Manufacturer's Authorization Form (MAF)
Annexure-10	DETAILS OF PAST CONTRACTS /ORDER EXECUTED
Annexure-11	List of Regional /Zonal Offices
Annexure-12	LETTER OF INDEMNITY TO BE GIVEN IN THE COMPANY LETTER HEAD
Annexure-13	Non- Disclosure Agreement (NDA)
Annexure-13a	Integrity Pact
Annexure-14	Performance Bank Guarantee
Annexure-15	Network Connectivity
Annexure-16	Managed Services
	Appendix-A
	SCOPE OF WORK Managed Services
	Appendix-B
	VSAT NETWORK SERVICES & LEASED LINE NETWORK and SCOPE
	APPENDIX- C
	INCIDENT MANAGEMENT SERVICES
	APPENDIX- D
	FIRST LINE MAINTENANCE (FLM)
	APPENDIX –E
	APPENDIX(1) Centralized Monitoring
	APPENDIX(2) Help Desk
	APPENDIX(3) Software Management
	APPENDIX(4) CENTRALISED MONITORING
	APPENDIX –F MIS REPORTS
	APPENDIX – G CONSUMABLES MANAGEMENT
	APPENDIX- H
	CASH FORECASTING & OPTIMISATION SERVICES Cash Management and Replenishment Services including reconciliation of physical cash with EJ
	APPENDIX –I CASH REPLENISHMENT SERVICES
	APPENDIX-J RECONCILIATION AND SETTLEMENT
	APPENDIX-K CD UPTIME & PENALTY
	APPENDIX-L- MINIMUM LOCAL CONTENT
	APPENDIX-M- Domestic Value Addition
	APPENDIX-N- Border with India
	APPENDIX-O –E-surveillance
	APPENDIX-P – Reverse Auction Guidelines
	APPENDIX-Q – Agreement to the Online Bidding Process

END OF DOCUMENT