REQUEST FOR PROPOSAL

Implementation of Smart Branch (Digital Banking) Setup .

Ref: CO:CCD:TXN-BKG:2016-17:8 dated 8.05.2017

Index

The products and services required, bidding procedures, contract terms and conditions are prescribed in the RFP. The Bidding Documents include:

PART 1: INVITATION TO BID

1. Background

Central Bank of India is one of the leading nationalized Banks of the country, has a national presence through a widespread network of more than 4700 network of branches, offices spread across the length and breadth of country. All the bank branches are under Centralized banking Solution. It also has a wide network of more than 5000 ATM(s) spread across the country. Bank has completed 105 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. Objective

Bank is looking to create Smart Branch infrastructure in India to promote Digital Banking. The Bank hereby intends to pre-qualify eligible applicants who have experience in supplying various kinds of Kiosks and its monitoring solution across PAN India or abroad. Therefore, Bank invites bids from the established and eligible entities (hereinafter referred to as "Respondents" or "Bidders") to provide the deliverables, more particularly described hereinafter in this Request for Proposal (RFP) in accordance with the terms and conditions described herein.

3. Schedule of Bid submission / Address for communication

The Bid Document may be downloaded from Bank's Website http://www.centralbankofindia.co.in/tenders and the bid should be submitted to the office of Central Bank of India , Transaction Banking Department, Ewart House , Homi Modi Street , 22,Fort Mumbai – 400 023.

- Please note that all the information desired needs to be provided. Incomplete information may lead to non-selection.
- All Bids must be accompanied by Bid Security.
- A refundable bid security of **Rs.50,00,000**/- to be paid by means of a Bank Guarantee / demand draft / pay order favoring "Central Bank of India" payable in Mumbai to be submitted along with the technical bid. The cost of the tender document is Rs.25,000/- and the same may be paid at the time of pre-bid meeting or along with the technical bid in a separate envelope.
- Bank reserves the right to change the dates, timings mentioned above or elsewhere mentioned in the RFP, which will be communicated by placing the same as corrigendum under Tender section on Bank's web-site.

Name of the Company	Central Bank of India
Bid Ref No	Central Bank of India, Tender No. **Ref: CO:CCD:TXN-BKG:2016-17:8 dated. 2.5.2017**
Availability of RFP document for downloading from the Bank's website	8.05.2017
Cost of the tender document	Rs.25,000 (Rupees Twenty Five thousand only)
EMD (Earnest Money deposit) Amount	Rs. 50,00,000.00 (Rs Fifty Lakhs only)
Pre-bid meeting with Bidder on queries raised (Queries should be made by latest 16.05.2017)	17.05.2017 at 03.00 PM
Last Date and Time for receipt of Bids (Commercial & Technical)	26.05.2017 at 3:00 PM
Date and Time of opening of technical Bids.	26.05.2017 at 4:00 PM
Place of Opening of bids /pre-bid Meeting	Transaction Banking Department, Ewart House , Homi Modi Street, 22, Fort Mumbai – 400 023.
Address for Communication	Deputy General Manager Transaction Banking Department, Ewart House , Homi Modi Street, 22, Fort Mumbai – 400 023. **Email**:gmccd@centralbank.co.in
Contact Name and Telephone Numbers	Mr. Rishipal / Rajeev Gupta Chief Manager –IT / Chief Manager –IT 08879031297 / 9820953148 cmitadc@centralbank.co.in, cmittxnbkg@centralbank.co.in,
Website:	www.centralbankofindia.co.in

Definitions

- In this Contract, the following terms shall be interpreted as indicated:
- "The Bank" means Central Bank of India.
- "The Branches" means various branches / offices of the Central Bank of India, its Associates, Subsidiaries and Joint Ventures located in India and abroad where the Kiosk(s) / Terminals(s) / Systems is to be supplied, installed and commissioned.
- "The Contract" means the agreement entered into between the Bank and the Vendor, including all attachments and appendices thereto and all documents incorporated by reference therein;
- "Vendor" is the successful Bidder/Respondent whose technical bid has been accepted and whose price as per the commercial bid is the lowest and to whom notification of award has been given by Bank.
- "The Contract Price" means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations.
- "The Solution " means all the hardware(s) / application software(s) / Middleware and / or services which the Vendor is required to supply to the Bank under the Contract;
- "The Services" means those services ancillary to the supply of the Products, such as transportation and insurance, installation, commissioning, customization, provision of technical assistance, training, warranty, maintenance and other such obligations of the Vendor covered under the Contract;
- "TCC" means the Terms and Conditions of Contract contained in this section;
- The Project" means supply, installation, testing and commissioning and maintenance of Kiosks terminal hardware / software, Middleware & services with 12 months Warranty and next 4 years AMC;

  In case of a difference of opinion on the part of the Bidder in comprehending and/or interpreting any clause / provision of the Bid Document after submission of the Bid, the interpretation by the Bank shall be binding and final on the Bidder.

PART 2: DISCLAIMER

a) The information contained in this Request for Proposal (RFP) document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of Central Bank of India (Bank), is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

b) This RFP is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

c) This is not an offer by the Bank but only an invitation to bid in the selection process initiated by the Bank. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is executed by the duly authorized signatory of the Bank and the Bidder.

PART 3: INSTRUCTIONS FOR BIDDERS (IFB)

TABLE OF CLAUSES

PART 3: INSTRUCTIONS FOR BIDDERS (IFB)

A. Introduction

3.1 General

3.1.1 Bank, is planning to create the digital branch setup during FY 2017-18 on a PAN-India basis. The plan is to roll out around 100 Branches across India During Fy 2017-18. Initially Bank will implement solution in 25 Branches which may be extended to 100 Branches at the discretion of the Bank. In no manner bidders will claim for implementation across 100 branches.

3.1.2 The selected bidder should supply, install, maintain and manage the different kiosks and the monitoring solution in its entirety during the Contract Period etc.

3.2 Broad Scope of Work

3.2.1 To Supply, Install, Commission Maintenance and Monitoring Of Kiosks such as Account Opening Equipment / Kiosk & Debit Card Printing Equipment /Cash Recycler / Pass Book Printing Kiosk / Inquiry Kiosk as well as the Application Software and Middleware for smooth running of these Kiosks and their Monitoring.

3.2.2 All terminals must be AES compliance.

3.2.3 All Biometric scanners should be STQC certified for AEPS (Level 0 or level 1 or as per future requirement of UIDAI)

3.2.4 To Implement smart branch solution in 100 Branches Across India During Fy 2017-18. Initially Bank will implement solution in 25 Branches which may be extended to 100 Branches at the discretion of the Bank. In no manner bidders will claim for implementation across 100 branches.

3.2.5 Provide Warranty for one Year and AMC for 4 Years for both Hardware and the Application Software and Middleware which may be extendable for another period of 3 years on mutual agreement.

3.2.6 Onsite Technical Operations & Software Support Should Be For One Year And May Be Extendable.

3.2.7 Configuration and customization of the existing Kiosks (657) with the new Setup.

3.2.8 Integration with the following interfaces at the backend –

- Core Banking System(For Account, CIF generation and transaction rights)
- Internet Banking System(Activation with transaction rights)
- Debit Card Management System(Realtime card issuance and verification)
- Document Management System.
- HRMS System
- Switch
- UIDAI – Aadhar Through FI Gateway (e-KYC /c-KYC)
- NSDL (PAN Validation)

3.3 Consortium

3.3.1 If the Bidder is not a manufacturer, it should provide documentary evidence (e.g. Manufacturers' Authorization Form) for having tied up with the Original Equipment Manufacturer (OEM)

3.3.2 The System Integrator i.e. bidder will be one point contact to provide the terminals and required solution to the Bank. The selected Bidder will have to supply terminals, its installation, testing, commissioning, warranty, annual maintenance, required/guaranteed uptime, etc along with the monitoring solution. The Bidder should also provide to the Bank details of the consortium and its members.

3.3.3 The Prime bidder shall be responsible for execution of the entire scope of work under this RFP

3.4 Eligibility Criteria

3.4.1 The Bidder should be registered in India since last three years. The bidder should be an Original Equipment Manufacturer (OEM) or an Authorized Reseller. If bidder is the reseller, then an OEM authorisation certificate should be provided in the name of the reseller. The OEM may use the reseller address as their representative in India. And the Reseller can use the OEM credentials to meet the requisite eligibility criteria's as per the requirement of the tender.

3.4.2 The OEM should have supplied minimum 50 Kiosk terminal(s) each of (AOK,Cash Recycler,CDK,MFK,DCPK,Cheque Book Printing , Inquiry Kiosks ,etc) to Scheduled Banks in India or Banks in abroad in the last 3 years . The equipment / model offered should have been successfully installed in India or abroad as on 31.03.2017 .The bank reserves the right to inspect such installations while evaluating the Technical eligibility

3.4.3 The bidder must be having positive net worth in each year during last three years (2013-14, 2014-15 and 2015-16).

3.4.4 The bidder should have an average annual turnover of INR 5 Crores (INR Five Crores Only) from selling of machines only for the last three years. The OEM can provide their Balance sheet for determining the eligibility criteria, if OEM is bidding through an Authorized reseller.

3.4.5 Operating System of the terminal proposed should have an industry proven track record for more than a year.. The bidder / OEM shall provide free of cost any upgradation in the Operating System / software / application / middleware required for proper functioning of the devices throughout the Contract Period. The bidder / OEM shall submit such declaration along with the technical bid.

3.4.6 The successful bidder should have service centres in major cities . In this regard , an undertaking on the letterhead of the bidder is to be submitted with list of such centres, along with the technical bid.

3.4.7 The OEM should have service centres, having adequate number of trained personnel, in major cities of the country. If not, the OEM is required to provide a undertaking along with the technical bid that the OEM either directly or through authorized service agent will have service centres and trained personnel in the major cities of the country before the order is placed.

3.5 Cost of Bidding

3.5.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

3.6 The Bidding Documents

3.6.1 Content of Bidding Documents

The products required, Bidding procedures, and contract terms are prescribed in the Bidding Documents. The Bidding Documents include:

(a) PART 1 - Invitation to Bid (ITB)
(b) PART 2 - Disclaimer
(c) PART 3 - Instruction for Bidders (IFB)
(d) PART 4 - Terms and Conditions of Contract (TCC)
(e) PART 5 - Technical & Functional Specifications (TFS)
(f) PART 6 - Bid Forms, Price Schedules and other forms (BF)
(g) PART 7 - Schedule of Dates, Amount, etc. (SDA)

3.6.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of the Bid.

3.7 Amendment of Bidding Documents

3.7.1 At any time prior to the deadline for submission of Bids, the Bank, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment.

3.7.2 Notification of amendments will be put up on the Bank's Website and will be binding on all Bidders.

3.7.3 In order to allow prospective Bidders reasonable time, in which to take the amendment into account in preparing their Bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of Bids at Bank's discretion.

3.8 PREPARATION OF BIDS

3.8.1 Language of Bid

3.8.1.1 The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Bank, and supporting documents and printed literature shall be written in English.

3.9 Documents Comprising the Bid

3.9.1 Documents comprising the **Technical Bid Envelope**, should be submitted **duly indexed and numbered**, comprising of -

a) Bid Form as per Format 6.1.1 completed in accordance with the clauses in the Bid and duly signed by the Bidder.
b) Documentary evidence establishing that the Bidder is eligible to Bid, as per format 6.10 and is qualified to perform the contract as per Clause 3.14 of the Bidding Document if its Bid is accepted.
c) Documentary evidence establishing that the products, systems and ancillary services to be supplied by the Bidder are eligible products and services and conform to Part 5 of the Bidding Document.
d) A full description of the Technical solution, which must provide an acceptable solution to the business requirements, described in Part 5: Technical & Functional Specifications. Any Technical Bid containing any price information will be rejected.
e) Bid security for **Rs. 50,00,000/- (Rupees fifty Lakhs only)** furnished as specified in Clause 3.16 herein.
f) Details of Projects / Referral Letters
g) A complete Bill of Material as per Format 6.3.

h) A Non-disclosure Agreement as per Format 6.2.
i) Manufacturers' / Producers' Authorization form for undertaking support services as per Format 6.8 (where applicable).
j) Service Support Details Form, as per Format 6.6
k) Additionally a **Masked price bid should be kept with the Technical bid** i.e. Price of schedule as per format 6.3, listing the components as listed in the Masked Price Schedule **without indicating the price** in another separate closed / sealed cover. **Please note that no price should be mentioned in this format. If technical bid is found to contain commercial details, the bid will be summarily rejected.**
l) Additionally, the bid document should also contain indexed table of supporting documentary evidences, along with relevant clause of the bid document under which the same is being submitted and its description.

Note While submitting the Technical Bid, literature on the software/hardware if any, should be segregated and kept together in one section/lot. The other papers like Bid Security, forms as mentioned above, etc. should form the main section and should be submitted in one lot, separate from the section containing literature and annual accounts.

3.9.2 Documents comprising **Price Bid Envelope**, should be :

a) The indicative Financial Bid as per Format 6.3 as furnished in the Bidding Documents duly signed by the Bidder and completed.

3.10 Bid Form

3.10.1 The Bidder shall complete both the Envelopes of the Bid Form furnished in the Bidding Document separately, indicating the products to be supplied, a brief description of the products, their country of origin, quantity and prices and submit them simultaneously to the Bank. Bids are liable to be rejected if only one (i.e. Technical Bid or Price Bid) is received.

3.11 Bid Prices

3.11.1 Financial Bid Prices should be quoted inclusive of import duties and excise duties, if any. Price shall be exclusive of applicable taxes like VAT,CST, GST, local taxes, if any, which will be borne by the Bank. The vendor will be entirely responsible for licence fee, road permits, NMMC cess ,LBT, Octroi etc. in connection with the delivery of products at site advised by the Bank including incidental services. Prices payable to the Vendor shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in import duties and excise, levies, charges, etc. as stated above.

3.11.2 The Financial bid submitted will be only the indicative price and bidders whose bids will be opened will have to participate in the Reverse Auction to arrive at the successful (L1) bidder.

3.11.3 Bank will set the base price each line item wise . However , bidder shall bid on the TCO price. The bidder who emerged as L1 bidder will submit the revised commercial with line item breakup in line with the lowest bid submitted during Reverse Auction. The price for each line item should not be more than the Base price set by the Bank.

3.11.4 The price of the complete Hardware and Software solution (Kiosks , Application software(s) Middleware and Monitoring Solution) shall include the warranty for one year and Annual Maintenance Contract (AMC) for subsequent Four (04) years. The AMC charges will be paid by the Bank on quarterly basis on submission of invoice. All the terminals are to be covered under comprehensive AMC. During the warranty period, all replacements of accessories, defects observed / changes required in application software(s) and Middleware , Kiosk Terminals(s), if any shall be borne by the vendor without any additional cost to the bank .

3.11.5 The Price of terminal will include the cost of accessories like. Battery, Mother Board and other accessories as provided by the bidder. The bidder will be required to declare the price of , Battery and Motherboard and all other accessories separately to the Bank for each model along with the financial bid. The Bank will pay this price to the terminal vendor for purchase of additional , Battery, Motherboard and other components and / or spares as and when required. During the period of warranty and AMC, the bidder should ensure the supply of , Battery Motherboard and other components and / or spares as and when required and it will always be the responsibility of the bidder.

3.11.6 Bank reserves the right to re-negotiate the prices in the event of change in the international /domestic market prices of both the hardware and software.

3.12 Bid Currencies

3.12.1 Bids should be quoted in Indian Rupees only.

3.13 Documents Establishing Bidder's Eligibility and Qualifications

3.13.1 The Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the Contract, if its Bid is accepted.

3.13.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Bank's satisfaction:

a) In the case of a Bidder offering to supply products and/or Systems under the Contract which the Bidder did not produce, the Bidder has been duly authorized as per authorization format 6.8 given in the Bid, by the products' Producer to supply the products and/or Systems in India;

b) In the above case, the bidder must also have a back to back agreement with the software /hardware OEM/vendor which should include amongst other the readiness of the vendor **to provide required uptime, agreement to provide the necessary support for at least 5 years.** Documentary proof (copy of agreement) to be made available in the technical bid;

c) that the Bidder has the technical and production capability necessary to perform the Contract as per format 6.5 (Organization Profile) and 6.10 (conformity of eligibility criteria).

d) that adequate, specialized hardware and related software expertise are already available, to ensure that the support services are responsive, and the Bidder will assume total responsibility for the fault-free operation of the terminal and maintenance during the warranty period and provide necessary maintenance services after end of warranty period, for a period mentioned in Clause 7.7.

3.14 Documents Establishing Eligibility of Products and Conformity to Bidding Documents

3.14.1 The Bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the Bidding Documents of all products and/or System and/or services which the Bidder proposes to supply under the Contract.

3.14.2 The documentary evidence of the eligibility of the products and/or System and/or services shall consist of a statement (attached to the Price Schedule) of the country of origin of the products and/or System and/or services offered, which shall be confirmed by a certificate of origin issued at the time of shipment.

3.14.3 The documentary evidence of conformity of the products and/or System and/or services to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

a) a detailed description of the essential technical and performance characteristics of the proposed terminals;

b) an item-by-item commentary on the Technical & Functional Specifications given in the Bid, demonstrating substantial responsiveness of the products and/or System and/or services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical & Functional Specifications; and

c) a confirmation that, if the Bidder offers systems and/or other software produced by another company, such software operates efficiently on the system proposed by the Bidder; and the Bidder is willing to accept responsibility for its successful operation.

3.15 Bid Security

3.15.1 The Bidder shall furnish, as part of its Bid, a Bid security in Clause 3.9.1 (e).

3.15.2 The Bid security is required to protect the Bank against the risk of Bidder's conduct, which would warrant the security's forfeiture.

3.15.3 The Bid security shall be denominated in Indian Rupees and shall be in <u>one</u> of the following forms:

a) a bank guarantee issued by a scheduled commercial Bank (other than Central Bank of India), acceptable to the Bank, in the form as per format 6.4 provided in the Bid, valid for Ninety (90) days beyond the validity of the Bid.

OR

b) a Banker's Cheque / Demand Draft, issued by a nationalized/any Schedule commercial Bank / public sector bank in India, drawn in favour of Central Bank of India and valid for three months.

3.15.4 Any Bid, not secured as above, will be rejected by the Bank, as non-responsive.

3.15.5 Unsuccessful Bidders' Bid security will be discharged or returned as promptly as possible but not later than sixty (60) days after the expiration of the period of Bid validity prescribed by the Bank.

3.15.6 The successful Bidder's Bid security will be discharged upon the Bidder signing the Contract and furnishing the performance bank guarantee as per format 6.7.

3.15.7 The Bid security may be forfeited:

a) if a Bidder withdraws its Bid during the period of Bid validity as specified in clause 3.17.1; or

b) if a Bidder makes any statement or encloses any form which turns out to be false/incorrect at any time prior to signing of Contract; or

c) in the case of a successful Bidder, if the Bidder fails;
(i) to sign the Contract;
or
(ii) to furnish Performance Security, as mentioned in Clause 3.33 herein.

3.16 Period of Validity of Bids

3.16.1 Bids shall remain valid for a period of 180 days.

3.16.2 In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security.

3.17 Format and Signing of Bid

3.17.1 Each Bid should be in two parts –

Part I covering the **Technical and Masked Price Bid** (i.e. BOM without any price) and Qualification aspects hereinafter referred to as **"Technical Bid".**

Part II covering only the Indicative price schedules hereinafter referred to as the **"Price Bid"**.

The two parts should be in two separate covers each super-scribed with the name of the Project mentioned in the Invitation to Bid, Bid No., as well as "Technical Bid" and "Price Bid" as the case may be, as detailed below. The superscription should also cover details regarding the project etc., as required vide clause 3.18 below.

3.17.2 The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.

3.17.3 Any inter-lineation's, erasures or overwriting shall be valid **only** if they are initialled by the person signing the Bids. The bank reserves the right to reject bids not confirming to above.

D. Submission of Bids

3.18 Sealing and Marking of Bids

3.18.1 The Bidders shall seal the envelopes containing "Technical Bid" and "Price Bid" separately and the two envelopes shall be **enclosed and sealed in an outer envelope**. The bidder should submit the soft copy of the Technical bid document in the form of CD, in the sealed envelope containing 'Technical Bid".

3.18.2 The inner and outer envelopes shall:

a) be addressed to the Bank at the address given;

b) bear the Project Name - "RFP for Implementation of Smart Branch (Digital Banking) Setup", RFP ref. no. . CO:CCD:TXN-BKG: 2016-17:8 dated 8.05.2017 and a statement: **"DO NOT OPEN BEFORE *(mention respective bid opening dates)*"**, and

c) all envelopes should indicate on the cover the name and address of the bidder

d) The inner cover containing "Technical Bid' should bear the Project Name - "RFP for Implementation of Smart Branch (Digital Banking) Setup", ", RFP ref. no. . CO:CCD:TXN-BKG: 2016-17:8 dated. 8.05.2017 and a statement: **"DO NOT OPEN BEFORE *(mention respective bid opening dates)*" – Technical Bid**.

e) The inner cover containing "Price Bid' should bear the Project Name - "RFP for Implementation of Smart Branch (Digital Banking) Setup", ", RFP ref. no. . CO:CCD:TXN-BKG: 2016-17:8 dated. 8.05.2017 and a statement: **– Price Bid**.

3.18.3 If the outer envelope is not sealed and marked, the Bank will assume no responsibility for the Bid's misplacement or premature opening.

3.19 Deadline for Submission of Bids and Late Bid.

3.19.1 Bids must be received by the Bank at the address specified, no later than the date & time specified in the Invitation to Bid.

3.19.2 The Bank may, at its discretion, extend this deadline for the submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the Bank and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

3.19.3 Any Bid received by the Bank after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder

3.20 Integrity Pact-

Each Participating bidder shall submit Integrity Pact as per attached Format 6.14 on 500 Rs Non Judicial Stamp Paper. Integrity pact should submit 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 may be ground of disqualification to participating in Bid process.

3.21 Modification and Withdrawal of Bids

3.21.1 The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Bank, prior to the deadline prescribed for submission of Bids.

3.21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by fax, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids.

3.21.3 No Bid may be modified after the deadline for submission of Bids.

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

E. Opening and Evaluation of Bids

3.22 Opening of Bids by the Bank

3.22.1 The Bidders' names, Bid modifications or withdrawals and the presence or absence of requisite Bid Security and such other details as the Bank, at its discretion, may consider appropriate, will be announced at the Bid opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder.

3.22.2 Bids (and modifications sent), that are not opened at Bid Opening, shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

3.23 Clarification of Bids

3.23.1 During evaluation of the Bids, the Bank may, at its discretion, ask the Bidder for clarifications of its Bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Bid shall be sought, offered, or permitted.

3.24 Preliminary Examination

3.24.1 The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order.

3.24.2 The Bank may, at its discretion, waive any minor infirmity, non-conformity, or irregularity in a Bid, which does not constitute a material deviation. As to what constitute a material deviation, the decision of the Bank will be final and binding on the bidders.

3.24.3 Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the Bidding Document. For purposes of these clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning Bid Security, Applicable Law, Performance Security, Qualification Criteria, Insurance, Warranty, AMC and Force Majeure will be deemed to be a material deviation. The Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence. The Bank reserves the right to evaluate the bids on technical and functional parameters including possible visit to inspect live site/s of the Vendor and witness demos of the system and verify functionalities, response times, etc.

3.24.4 If a Bid is not substantially responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the non-conformity. The technical evaluation will take into account the capability of the bidder to implement the proposed solution.

3.24.5 Only those bidders, whose Technical bids have been found substantially responsive, would be intimated by the Bank about their responsiveness and about the revised / updated Technical and Functional Specifications (if any), arising out of normalization (if any). In case of normalization and/or revision, they would also be advised to submit fresh "Price Bid" which should either be equal to or less than the Prices quoted in the Original Price Bid. The Original and revised price bids as above would then be opened in the presence of the bidders' representatives on a specified date and time to be intimated to the respective bidders. The lower of the two prices quoted by the bidders shall only be reckoned for the purpose of price evaluation.

3.25 Evaluation of Bids

3.25.1 Bill of Materials (Masked Price schedule) submitted along with Technical Bid will be first evaluated and if the bank, during the evaluation, deems it fit, may request bidder to revise the bill of materials submitted at the same price originally quoted in the pricing schedule. If the bidder does not agree to revise the same within 5 days from the date of notification to revise, the price bid submitted will be considered non-responsive and accordingly rejected.

3.25.2 The Bank may use the services of external consultants for bid evaluation.

3.25.3 The Bank reserves the right to evaluate the bids on technical & functional parameters including visit to inspect live site/s of the bidder, interact with the banks whose reference letters are submitted.

3.25.4 Only those bids which are found to be technically responsive will be informed of the date / time / venue of opening of price bids.

3.25.5 After opening of price bids and declaring the prices, the Bank will evaluate and compare the Price Bids.

3.25.6 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Successful Bidder does not accept the correction of the errors, its Bid will be rejected, and its Bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

3.25.7 Evaluation Criteria

The objective of evolving this evaluation methodology is to facilitate the selection of the most cost-effective solution that appropriately meets the business requirements of the bank. The bid would be first evaluated on technical soundness and then on the financials. The system Integrator/ bidder needs to cover the entire functional requirement as given in the RFP. All bids shall be evaluated by an Evaluation Committee set up for this purpose by the Bank.

3.25.8 Technical Evaluation

3.25.8.1 The Bank reserves the right to evaluate the bids on technical & functional parameters including visit to inspect live site/s of the bidder, interact with the banks whose reference letters are submitted.

3.25.8.2 Bidders who fulfil all qualifications mentioned in Part 3 of Eligibility Criteria of RFP will be the pre-qualified / technically qualified vendors and the price bid for this pre-qualified bidder will only be opened.

3.25.8.3 Bank reserves the right to waive any of the Technical and Functional specification during technical evaluation if in the Bank's Opinion it is found to be minor/deviation or acceptable deviation.

3.25.8.4 During evaluation of the Bids, the Bank, at its discretion, may ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Bid shall be sought, offered or permitted.

3.25.8.5 Bidders may be called to give demo of the features of proposed terminals and solution at their own cost, which will be taken into account for technical evaluation of the Bidders.

3.25.9 Opening of Price Bids

3.25.9.1 Price bids submitted by only those Bidders who are eligible in terms of the Eligibility Criteria and whose bids are evaluated by the Bank as Technically responsive to the Technical specifications will be opened.

3.25.9.2 The Bidders shortlisted / evaluated for opening of the Price Bids will be informed of the date / time / Venue of opening of price bids.

3.25.9.3 The Price Bids will be opened in presence of the representative of the eligible bidders.

3.25.9.4 After opening of price bids the prices will be declared to the bid opening committee and representative of bidders present.

3.25.9.5 The Bank will evaluate the Price Bids with respect to any deviations with respect to the conditions. The Arithmetical errors will be rectified on the following basis:-

3.25.9.5.1 If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Successful Bidder does not accept the correction of the errors, its Bid will be rejected, and its Bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

3.25.9.6 For factors retained in the Bid, one or more of the following quantification methods will be applied:

(a)Delivery Schedule

The products and/or Systems and/or Services covered under this invitation are to be supplied, installed and commissioned within the period mentioned in 7.14. No credit will be given to early deliveries. An adjustment of 0.5% of the Bid price per week or part of week will be added for evaluation of Bids offering delayed deliveries.

(b) Quotation of Prices for all Items

The Bidder should quote for complete consignment of items proposed/listed in this Bid. In case, prices are not quoted by any Bidder for any specific item / Product / service, for the purpose of evaluation, the highest of the prices quoted by other Bidders participating in the bidding process will be reckoned as the notional price for that product /service, for that Bidder. However, if selected, at the time of award of Contract, the lowest of the price(s) quoted by other Bidders (whose Price Bids are also opened) for that product /service will be reckoned. This shall be binding on all the Bidders.

3.26 Contacting the Bank

3.26.1 No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of Bid to the time the Contract is awarded.

3.26.2 Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bidder's Bid.

F. Award of Contract

3.27 Post-qualification

3.27.1 The Price bids of all the bidders, after their evaluation on the technical and functional specification (*mentioned in part 5 of this document)* are found to be technically responsive shall be opened and would be arranged in descending order.

3.27.2 The successful bidders are required to participate in the Reverse Auction. The contract shall be awarded to the lowest (L1) bidder in the Reverse Auction.
Bank reserves the right to negotiate with the L1 bidder before the award of contract.

3.27.3 Bank shall have the right to place the order to L1 bidder for the complete requirement. However , Bank may at its discretion split the requirement among L1 and L2 in the ratio 60:40 or between among L1 , L2 and L3 in the ratio 50:30:20 depending upon the urgency provided L2 & L3 bidder meet the price / negotiated price offered by L1 bidder.

3.28 Award Criteria

3.28.1 The Bank will award the Contract to the successful Bidder L1 Bidder, who has been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined to be substantially responsive.

3.29 Bank's Right to Accept Any Bid and to Reject Any or All Bids

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

3.30 Notification of Award

3.30.1 Prior to expiration of the period of Bid validity, the Bank will notify the successful Bidder in writing or by fax, that its Bid has been accepted.

3.30.2 The notification of award will constitute the formation of the Contract.

3.30.3 Upon successful Bidder's furnishing of Performance Security, the Bank will promptly notify each unsuccessful Bidder and will discharge its Bid security.

3.31 Signing of Contract

3.31.1 At the same time as the Bank notifies the successful Bidder that its' Bid has been accepted, the Bank will send the Bidder the Contract Form as per format 6.5, incorporating all agreements between the parties.

3.31.2 Within the period prescribed in clause 7.4, from the date of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the Bank.

3.32 Performance Security

3.32.1 Performance Security of 10% (Ten percent) of the contract value in the required format to be submitted by the successful bidder as per Clause 4.6.

3.32.2 Failure of the successful Bidder to comply with the requirement of Clause 3.31.1 or Clause 3.31.2 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security.

Note: Notwithstanding anything said above, the Bank reserves the right to reject / award the contract to any vendor or cancel the entire process without assigning reasons thereto.

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4: TERMS AND CONDITIONS OF CONTRACT (TCC)

Clause No.	Topic	Clause No.	Topic
4.1	Definitions	4.16	Force Majeure
4.2	Country of Origin	4.17	Termination for Insolvency
4.3	Standards	4.18	Termination for Convenience
4.4	Use of Contract Documents and Information	4.19	Resolution of Disputes
4.5	Patent Rights	4.20	Governing Language
4.6	Performance Security	4.21	Applicable Law
4.7	Inspection & Quality Control Tests	4.22	Addresses for Notices
4.8	Penalty	4.23	Taxes and Duties
4.9	Payment	4.24	Supplier Integrity
4.10	Prices	4.25	Supplier's obligations
4.11	Contract Amendments	4.26	Patent Rights
4.12	Assignment	4.27	Site Preparation and Installation
4.13	Delay in Supplier's Performance	4.28	Commissioning of the Software
4.14	Liquidated Damages	4.29	Technical Documentation
4.15	Termination for Default	4.30	Right to use defective product

4: TERMS AND CONDITIONS OF CONTRACT (TCC)

4.1 Definitions

In this Contract, the following terms shall be interpreted as indicated:

4.1.1 "Supplier" is the successful Bidder who has been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined to be substantially responsive, and is the highest evaluated Bid.

4.1.2 "The Contract" means the agreement entered into between the Bank and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

4.1.3 "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

4.1.4 "TCC" means the Terms and Conditions of Contract contained in this section.

4.1.5 'System' means a Computer System consisting of all Software, etc., which should work together to provide the services as mentioned in the Bid and to satisfy the Technical and Functional Specifications mentioned in the Bid.

In case of a difference of opinion on the part of the Bidder in comprehending and/or interpreting any Clause / Provision of the Bid Document after submission of the Bid, the interpretation by the Bank shall be binding and final on the Bidder.

4.2 Country of Origin

Please refer clauses 3.15 of IFB.

4.3 Standards

4.3.1 The Products and/or System supplied under this Contract shall conform to the Industry standards and those mentioned in the Technical and Functional Specification (TFS), and, when no applicable standard is mentioned, to the authoritative standards appropriate to the country of origin of products. Such standards shall be the latest issued by the institution concerned.

4.4 Use of Contract Documents and Information

4.4.1 The Supplier shall not, without the Bank's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and, shall be extended for purposes of such performance.

4.4.2 The Supplier shall not, without the Bank's prior written consent, make use of any document or information enumerated in this Bidding Document, except for purposes of performing the Contract.

4.4.3 Any document, other than the Contract itself, enumerated in this Bidding Document shall remain the property of the Bank and, shall be returned (in all copies) to the Bank on completion of the Supplier's performance under the Contract, if so required by the Bank.

4.4.4 The Bidder shall sign a Non-disclosure Agreement as per attached Format 6.2.

4.5 Patent Rights / Intellectual Property Rights

4.5.1 The ***Supplier*** shall indemnify the Bank against all third-party claims of infringement of patent, trademark, intellectual property, copyrights or industrial design rights arising from use of the Products or any part thereof.

4.6 Performance Security

4.6.1 Within the period of 21 Days upon receipt of the notification of Contract award, the Supplier shall furnish to the Bank, the Performance Security 10% of the Contract value for the period of the Contract plus three months.

4.6.2 The proceeds of the performance security shall be payable to the Bank as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

4.6.3 The Performance Security shall be denominated in Indian Rupees and shall be by way of a bank guarantee issued by a Schedule commercial bank in India (other than Central Bank of India), acceptable to the Bank, in the Format 6.6 provided in the Bid.

4.6.4 The performance security will be discharged by the Bank and returned to the Supplier not later than the period of the contract, following the date of completion of the Supplier's performance obligations under the Contract. The Vendor shall have to submit performance security as per format attached in RFP.

4.7 Inspection and Quality Control Tests

4.7.1 The Bank reserves the right to carry out inspection by a team of Bank Officials, of any of the existing live installations of the Supplier referred to in the Technical Bid, or demand a demonstration of the solution proposed on a representative model in the bidder's office.

4.7.3 Nothing stated hereinabove shall in any way release the Supplier from any warranty or other obligations under this Contract.

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4.9. Payment

4.9.1 Once the purchase order is issued to the successful bidder, bidder will be required to do a Proof of Concept that includes the supply of all terminals and all software and Hardware Installation.

4.9.2 The schedule of Payment shall be as follows:

Sl. No.	Milestone	Payment
I. Fixed Cost		
A. Cost of Terminals		
1.	Upon delivery of Terminal (For the number of quantities being delivered at prescribed destination as required by Bank)	50%

2.	Testing and Commissioning of Terminal (i.e. successful loading, testing and commissioning of banking / third party application on number of quantities being supplied)	20%
3.	After (one) month of successful commissioning / date of acceptance of supplies as per order quantity	20%
4.	After 3 months of successful commissioning / date of acceptance of supplies of terminals and on submission of Performance Bank Guarantee of 10% of contract value	10%
	B. Cost of Server Hardware and Application Software	
1.	Successful Installation of the Server , Application software, Middleware and acceptance by Bank .	70%
2.	After 1 month of successful commissioning / date of acceptance	20%
3.	After 3 months of successful commissioning / date of acceptance and on submission of Performance Bank Guarantee of 10% of contract value	10%
	II. Recurring Cost	
1.	Annual Technical Support (ATS) for 2nd , 3rd , 4th and 5th Year including Hardware and Software (Applications software , OS etc)	Quaterly as arrears
2.	Facility Management Resource (One resource)	Quaterly as arrears

All the payments will be made by the Bank direct to the bidder except as otherwise provided in the tender after deducting Tax Deducted at Source (TDS), wherever applicable.

4.10 Prices

4.10.1 Prices payable to the Supplier as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges, etc.

4.11 Contract Amendments

4.11.1 No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by the parties.

4.12 Assignment

4.12.1 Bank may assign the Project and the solution and services provided therein by Vendor 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 sub-contractors, at its sole option, upon the occurrence of the following: (i) Vendor refuses to perform; (ii) Vendor is unable to perform; (iii) termination of the contract with Vendor for any reason whatsoever; (iv) expiry of the contract.

Such right shall be without prejudice to the rights and remedies, which the Bank may have against Vendor. Vendor shall ensure that the said subcontractors shall agree to provide such services to the Bank at no less favourable terms than that provided by Vendor and shall include appropriate wordings to this effect in the agreement entered into by Vendor with such sub-contractors. The assignment envisaged in this scenario is only in certain extreme events such as refusal or inability of Vendor to perform or termination/expiry of the contract.

4.13 Delays in the Supplier's Performance

4.13.1 If at any time during performance of the Contract, the ***Supplier*** should encounter conditions impeding timely delivery of the terminals, the ***Supplier*** shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the ***Supplier***'s notice, the Bank shall evaluate the situation and may, at its discretion, extend the ***Supplier***s' time for performance, with or without liquidated damages, in which case, the extension shall be ratified by the parties by amendment of the Contract.

4.13.2 Except as provided in the above clause, a delay by the ***Supplier*** in the supply of its delivery obligations shall render the ***Supplier*** liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

4.14. Liquidated Damages

4.14.1 The Bank will consider the inability of the Supplier to deliver or install or maintain 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 Supplier. 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, warranty, maintenance etc. by the Supplier. 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
- No Integration
- System operational, but unsatisfactory to the Bank

If the bidder fails to deliver any or all of the Goods or, perform the any or all 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 (5 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.

4.15 Termination for Default

4.15.1 The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the ***Supplier***, may terminate the Contract in whole or in part:

(a) if the ***Supplier*** fails to supply and install terminals within the period(s) specified in the Contract, or within any extension thereof granted by the Bank;

or

(b) if the ***Supplier*** fails to perform any other obligation(s) under the Contract.

4.15.2 In the event the Bank terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, Products and Services similar to those undelivered, and the ***Supplier*** shall be liable to the Bank for any excess costs for such similar Products or Services. However, the ***Supplier*** shall continue performance of the Contract to the extent not terminated.

4.16 Force Majeure

4.16.1 Notwithstanding the provisions of TCC, the ***Supplier*** shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if and to the extent that the delay in performance or other failure to perform its obligations under the Contract, is the result of an event of Force Majeure.

4.16.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the ***Supplier*** and not involving the ***Supplier***'s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Govt. in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

4.17 Termination for Insolvency

4.17.1 The Bank may, at any time, terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, 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.

4.18 Termination for Convenience

4.18.1 The Bank, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience by giving notice period of 30 days. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

4.19 Resolution of Disputes

4.19.1 The Bank and the Supplier shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

4.19.2 If, the Bank and the Supplier have been unable to resolve amicably a Contract dispute, even after a reasonably long period, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party and/or adjudication in an agreed national forum.

4.19.3 The dispute resolution mechanism to be applied shall be as follows:

(a) In case of dispute or difference arising between the Bank and the Supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. Where the value of the Contract is above Rs.1.00 Crore, the arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by mutual discussion between the Purchaser and the Supplier.

(b) Arbitration proceedings shall be held at Mumbai, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English and court of Mumbai shall have exclusive jurisdiction. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, 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 are serving satisfactorily, as per satisfaction of the Bank..

(c) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself; and

(d) Where the value of the contract is Rs.1.00 Crore and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties.

(e) This RFP shall be governed and construed in accordance with the laws of India. The courts of Mumbai alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this RFP. Notwithstanding the above, The Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

4.20. **Audit/Review:**

Bank shall undertake a periodic review of service provider outsourced process to identify new outsourcing risks as they arise. The Bidder shall be subject to risk management and security and privacy policies that meet the Bank's standard. In case the service provider outsourced to third party, there must be proper Agreement 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 service provider. 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 service provider 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 service providers 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.

Banks shall at least on an annual basis, review the financial and operational condition of the service provider. Bank shall also periodically commission independent audit and expert assessment on the security and controlled environment of the service provider. Such assessment and reports on the service provider may be performed and prepared by Bank's internal or external auditors, or by agents appointed by the Bank. Bank will also periodically conduct the audit (internal or external) of solution offered by the vendor and irregularities observed / improvements suggested by the auditor shall be attended by the vendor without any additional cost to the bank.

4.21. Indemnity:

1. The Vendor 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:

- **a.** Bank's authorized / bona fide use of the Deliverables and/or the Services provided by Vendor under this Agreement; and/or
- **b.** An act or omission of the Vendor, employees, agents, sub- contractors in the performance of the obligations of the Vendor under this Agreement; and/or
- **c.** Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Vendor, against the Bank; and/or
- **d.** Breach of any of the term of this Agreement/PO or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Vendor under this Agreement/PO; and/or
- **e.** Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- **f.** Breach of confidentiality obligations of the Vendor contained in this Agreement; and/or
- **g.** Negligence or gross misconduct attributable to the Vendor or its employees or sub-contractors.
- **h.** Statutory infringements in respect of all hardware, hardware components, software for the system (including operating system/s, system software, application software, Middleware, security, firewall, antivirus etc.) etc. supplied by him.

2. The Vendor 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 Agreement

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:

a. Notifies the Vendor in writing; and
b. Cooperates with the Vendor in the defence and settlement of the claims.

3. The Vendor shall compensate the Bank for such financial loss, direct and remote, suffered by the Bank if the Vendor fails to fix bugs, provide the Modifications / Enhancements / Customization as required by the Bank as per the terms and conditions of this Agreement and to meet the Service Levels. Vendor will also compensate the bank for any financial loss due to malfunctioning of supplied solution.

4. Additionally, the Vendor shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings,
   a. 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
   b. resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act,1957 or Information Technology Act, 2000 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 Vendor in writing as soon as practicable when the Bank becomes aware of the claim however,
      i. the Vendor has sole control of the defence and all related settlement negotiations.
      ii. the Bank provide the Vendor with the assistance, information and authority reasonably necessary to perform the above and
      iii. Vendor aware 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.

   However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

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

6. The Bank do hereby indemnify the Vendor, and shall always keep indemnified and hold the Vendor 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 Vendor only 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 Vendor.
   c. If Bank completed any modification in any equipment or use any specification for hardware and software after consultation with vendor shall be excluded from any restriction contained here in above.

7. The vendor will not be liable for defects or non-conformance resulting from Bank's failure

to comply with any mutually agreed environmental specifications:

4.22. Limitation of Liability

The Vendors aggregate liability in connection with obligations undertaken as a part of the this Project regardless of the form or nature of the action giving rise to such liability (in contract), shall be at actuals and limited to the contract value. The Vendors liability in case of claims against the Bank resulting from misconduct or gross negligence of the Vendor, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited. The Bank shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the Vendor under this project and operated according to the Vendor's advice and same confirmed by Bank's officials. In no event shall either party be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this agreement or the hardware or the software delivered hereunder, howsoever such liability may arise, provided that the claims against customers, users and service providers of the Bank would be considered as a direct claim.

4.23. Independent Contractor/Sub-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 Vendor. Vendor, in furnishing services to the Bank hereunder, is acting only as an independent contractor. Vendor / OEM is responsible for supplying the POS terminal as per the requirement of Bank, managing the activities of its personnel or the personnel of its subcontractors/Authorized Reseller and will be accountable for both. Vendor shall be vicariously liable for any acts, deeds or things done by their employees, agents, contractors, subcontractors etc. which is outside the scope of power vested or instructions issued by the Bank. Vendor shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Vendor and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the purchase contract to be issued for this scope of work. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by Vendor, for any assignment under the purchase contract to be issued for this scope of work. All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of Vendor shall be paid by Vendor alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of Vendor 's employee, agents, contractors, and subcontractors. Vendor shall hold the Bank, its successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims actions or proceedings by statutory authority including labour laws, if any, that may arise from whatsoever nature caused to the Bank through the action of its employees, agents, contractors, subcontractors etc. Vendor shall submit undertaking to comply labour laws enforced in India as per attached Format 6.13.

4.24 Publicity

Any publicity by the bidder in which the name of bank is to be used should be done only with the explicit written permission of bank

4.25 Confidentiality

The VENDOR 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 VENDOR, its affiliates, partners, directors, associates who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above and for its internal quality performance review processes. The VENDOR may disclose Confidential Information to consultants, professional indemnity insurers, advisors such consultant, professional indemnity insurers, advisors shall be bound with similar confidentiality terms and conditions that are no less restrictive than these. The VENDOR shall take appropriate measures by instruction and similar confidentiality written agreement prior to disclosure to such employees, affiliates, partners, directors, associates to make certain against unauthorized use or disclosure. The VENDOR agrees to notify the BANK immediately if it learns of any use or disclosure of the BANK'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 VENDOR and the VENDOR shall be accordingly liable therefore and indemnify to the BANK.

Provided that the VENDOR 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 VENDOR shall, unless prohibited by law or regulation, promptly notify the BANK of such order and afford the BANK the opportunity to seek appropriate protective order relating to such disclosure.

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 6.2 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. The vendor shall provide a non-disclosure and integrity pact.

4.26 Exit Option and Contract Re-negotiation

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

a) Failure of the successful VENDOR to accept the contract and furnish the Performance Guarantee within 21 days of receipt of purchase contract;
b) Delay in supplying the Terminal(s) , Middleware, Application Software and other deliverables . ;
c) Serious discrepancy in supplied equipment / functionality of any service, which has an impact on the Bank's equipment in production environment;

ii. In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Performance Guarantee given by the VENDOR.

iii. The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the VENDOR at more favourable terms in case such terms are offered in the industry at that time.

iv. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the VENDOR should continue to supply the equipment's and provide services to the Bank as per the contract.

v. Reverse transition mechanism would be activated in the event of cancellation of the contract or exit by the parties or 6 months prior to expiry of the contract. The VENDOR should perform a reverse transition mechanism to the Bank or its selected vendor. The reverse transition mechanism would be over a period of 6 months post the completion of the 90 day notice period to facilitate an orderly transfer of services to the Bank or to an alternative 3rd party / vendor nominated by the Bank. Where the Bank elects to transfer the responsibility for service delivery to a number of vendors Bank will nominate a System Integrator who will be responsible for all dealings with the VENDOR regarding the delivery of the reverse transition services.

vi. The reverse transition services to be provided by the VENDOR shall include the following:
a) The vendor shall suitably and adequately train the Bank's or its designated team for fully and effectively manning, operating and maintaining the Security Operations Centre Solution.
b) Vendor shall provide adequate documentation thereof.
c) The vendor shall jointly manage the POS with the bank or designated team for a reasonable period of time
d) The vendor shall assist the bank in migration of the Solution to another, if desired by the bank.

vii. Knowledge transfer: The Vendor shall provide such necessary information, documentation to the Bank or its designee, for the effective management and maintenance of the Deliverables under this Agreement. Vendor shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required to support the Services. Such documentation will be subject to the limitations imposed by Vendor's Intellectual Property Rights of this Agreement.

viii. Warranties:

a) All the warranties held by or in the name of the vendor shall be assigned or transferred as-is, in the name of the bank. The vendor shall execute any and all such documents as may be necessary in this regard.

b) The parties shall return confidential information and will sign off and acknowledge the return of such confidential information.

c) The vendor shall provide all other services as may be agreed by the parties in connection with the reverse transition services.

d) The vendor recognizes that considering the enormity of the assignment, the transition services listed herein are only indicative in nature and the vendor agrees to provide all assistance and services required for fully and effectively transitioning the services provided by the vendor under the scope, upon termination or expiration thereof, for any reason whatsoever.

ix. The cost for reverse transition if any should be part of the commercial offer.

x. During which the existing VENDOR would transfer all knowledge, knowhow and other things necessary for the Bank or new vendor to take over and continue to manage the services. The VENDOR agrees that the reverse transition mechanism and support during reverse transition will not be compromised or affected for reasons whatsoever is for cancellation or exist of the parties.

xi. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.

xii. 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.

xiii. The VENDOR agrees that in the event of cancellation or exit or expiry of the contract it would extend all necessary support to the Bank or its selected vendors as would be required.

4.27 Corrupt and fraudulent practices

As per Central Vigilance Commission (CVC) directives, it is required that Vendor / OEM / Authorized Reseller 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

"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 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.

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.

4.28 Waiver

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

4.29 Governing Law and Jurisdiction

The Vendor shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

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

This indemnification is only a remedy for the Bank. The Vendor / OEM / Authorized Reseller is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages.

This Agreement shall be governed and construed in accordance with the laws of India. The Courts at Mumbai alone and no other courts shall have jurisdiction.

4.30 Addresses for Notices

4.30.1 The following shall be the address of the Bank and Supplier.

Bank's address for notice purposes:

Central Bank of India,
Transaction Banking Department,
Ewart House , Homi Modi Street,22
Fort -Mumbai 400 051.

Supplier's address for notice purposes (To be filled in by the Supplier)

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4.30.2 A notice shall be effective when delivered or on effective date of the notice whichever is later.

4.31 Taxes and Duties

4.31.1 The Supplier will be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc. except applicable taxes like VAT,CST, GST, local taxes, if any, which will be borne by the Bank. The Supplier will be entirely responsible for licence fee, road permits, NMMC cess ,LBT, Octroi , insurance etc. in connection with the delivery of products at site advised by the Bank including incidental services and commissioning. Payment of Octroi, entry-tax, etc., alone, if applicable, will be made at actuals, on production of suitable evidence of payment by the Supplier.

4.31.2 Income / Corporate Taxes in India:
The Supplier shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the Supplier shall include all such taxes in the contract price.

4.31.3 Tax deduction at Source:
Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Supplier. The remittance of amounts so deducted, and issuance of certificate for such deductions, shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Supplier from his responsibility to pay any tax that

may be levied in India on income and profits made by the Supplier in respect of this contract.

4.31.4 The Supplier's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Supplier shall perform such duties in regard to such deductions thereof, as may be imposed on him by such laws and regulations.

4.32 Supplier's Integrity

The ***Supplier*** is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

4.33 Supplier's obligations

a. The ***Supplier*** is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank and implementation activities.
b. The ***Supplier*** will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the ***Supplier***'s negligence. The ***Supplier*** will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
c. ***The Supplier*** is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanour's.
d. ***The Supplier*** will treat as confidential all data and information about the Bank, obtained in the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

4.34 Patent Rights / Intellectual Property Rights

In the event of any claim asserted by a third party of infringement of trademark, trade names, copyright, patent, intellectual property rights or industrial design rights, arising from the use of the Products or any part thereof in India, the Supplier shall act expeditiously to extinguish such claim. If the Supplier fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Supplier of such claim, if it is made, without delay. If a third party's claim endangers or disrupts the Bank's use of the software, the VENDOR shall be required to, at no further expense, charge, fees or costs to the Bank,
(i) obtain a license so that the Bank may continue use of the equipment in accordance with the terms of this Agreement and the license agreement; or
(ii) modify the equipment without affecting the functionality in any manner so as to avoid the infringement; or
(iii) replace the equipment with a compatible, functionally equivalent and non-infringing product; or
(iv) refund to the Bank the amount paid for the infringing equipment and bear the incremental costs of procuring a functionally equivalent equipment from a third party, provided the option under the sub clause (iv) shall be exercised by the Bank in the event of the failure of the VENDOR to provide effective remedy under options (i) to (iii) within a reasonable period which would not affect the normal functioning of the Bank.
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 Agreement.

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-fulfilment of RFP terms and Conditions and its subsequent Agreement. 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.

Blacklisting-The Bank reserves its right to blacklist to concern Vendor to participate in future tender process, in the event of delay in project beyond the specified period or non-compliance of the RFP terms or non-fulfilment of RFP functional requirements or severe bugs in the application or proposed system performance is not satisfactory. Bank shall have right to exercise power conferred under this clause along with any or all right incorporated in this RFP/Agreement.

Escrow Mechanism
The Bank and the Vendor shall agree to appoint an escrow agent to provide escrow mechanism for the deposit of the source code for the Complete Solution for End to End solution for smart Branch and all the 3rd party applications supplied/procured by the Vendor to the Bank in order to protect its interests in an eventual situation. In case of a disagreement between the Bank and the Vendor regarding appointment of an escrow agent, the Bank shall appoint an escrow agent in its entire discretion which shall be final and binding on the Vendor.
The Bank and the Vendor shall enter into a tripartite escrow agreement with the designated escrow agent, which will set out, inter alia, the events of the release of the source code and the obligations of the escrow agent. Costs for the Escrow will be borne by the Vendor. As a part of the escrow arrangement, the final selected Vendor is also expected to provide a detailed code documentation of the Complete Solution for End to End smart Branch solution, and all other third party applications which have been duly reviewed by an external independent organization. The Escrow will be released to and become the property of the Bank in the event that the agreement is terminated for either default or insolvency or amalgamation or should the vendor cease, or give notice of intention to cease to provide maintenance or technical support service for the solution as required by the agreement.

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.

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.

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.

Insurance

The equipment (hardware, software etc.) supplied under the contract shall be fully insured by the successful Bidder against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and installation. The insurance shall be obtained by the Bidder naming Central Bank of India as the beneficiary, for an amount Equal to 100% of the invoiced value of the goods on "all risks" basis. The period of insurance shall be up to the date the supplied components are accepted and the all rights of the property are transferred to the Bank in the Bank's premises. Should any loss or damage occur, the selected Bidder shall: -
i. Initiate and pursue claim till settlement and
ii. Promptly make arrangements for repair and / or replacement of any damaged item irrespective of settlement of claim by the underwriters.

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

Visitorial Rights
The Bank and its authorized representatives reserve the right to 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.

Entire Agreement; Amendments:
This Agreement sets forth the entire agreement between the parties and supersedes any other prior proposals, agreements and representations between them related to its subject matter, whether written or oral. No modifications or amendments to this Agreement shall be binding upon the parties unless made in writing, duly executed by authorised officials of both parties.

Survival and Severability: Any provision or covenant of the Agreement, which expressly, or by its nature, imposes obligations on VENDOR shall so survive beyond the expiration, or termination of this Agreement The invalidity of one or more provisions contained in this Agreement shall not affect the remaining portions of this 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, this Agreement shall be construed as if any such provision had not been inserted herein

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PART 5: Technical Specifications/Scope of work

TECHNICAL AND SERVICE REQUIREMENT FOR VARIOUS KIOSK TERMINALS

5.1 Performance
All the transactions should be on real time basis. **The entire process of account opening is expected to be completed in less than 10 minutes. (Concurrent transactions for 100+ branches).** This should be the USP of the solution and should be met.

5.2 Scalability
Bank is in the process of setting up 100 Digi Branches in 2017-18. The solution shall aim at centralized roll-out of the software and minimum intervention shall be expected at branch for setting up of kiosk in respect of software implementation.
The system shall be capable of providing different Saving Bank products/other products rolled out by Bank from time to time. The input screen shall be parameterised to take care of new sub-type of products within the same category of product.

5.3 Security
Security norms shall be adhered as per the Banks IS policy. Software-solution shall be subjected to IS (Information Security) audit. The entire dataflow should be secured and encrypted as per Bank's requirement at different stages. Whatever changes are required/ controls and checks required to be built-in in the software for meeting IS Policy provisions would be part of the scope (without any extra cost to the Bank).

5.4 Maintainability
Proper version control shall be maintained for the software solution.

5.5 Usability
The solution shall be user-friendly with ease of use.

5.6 Multilingual Support
At present Bank is going ahead with only two languages (viz. Hindi & English). However, system should have the capability of meeting future requirements of regional languages, if the Bank decides to do so. Multilingual support (text and audio) shall be provide by the vendor without any additional cost to the Bank.

5.7 Auditing & Logging
All important transactions should be available for audit trail. Logs should be generated for different stages of transactions. Customer-sensitive information should be strictly encrypted even in the logs.

5.8 Availability
High availability shall be expected in respect of hardware at the component level.

5.9. General Requirements

- Post implementation support including rectification of defects and small enhancements without extra charges to the Bank/ at no commercial cost to the bank. Vendor should be able to provide onsite Post implementation support (including L2 Service Desk at MMO Mumbai). Support SLAs based on severity of disruption/ defect and desired TAT would be signed by the selected bidder with the Bank.
- Source code with the Bank. Bank would be free to use the source code as per requirements in future.

- Must comply with Information Security policy of the Bank. Modification of the code/ incorporation of the checks & controls as per Bank's Information Security policy would be part of the scope.
- **The LI vendor selected on the basis of commercials may be asked to conduct POC at DIT, CO, CBD Belapur . Navi Mumbai for integration of their software (including UAT) with bank's back-end systems like CBS, INB, FTM, UIDAI, NSDL etc. without any commercials / extra cost to the Bank. Adequate technical resources will be deployed by the selected bidder at DIT, CO, CBD Belapur for the integration process.**
- Application development/ customization/ integration including testing should be completed within 45 days* from the date of issuance of purchase Order.
- **Availability of technical maintenance support at the proposed Digi branch locations to be provided by the bidders.**
- No licensing requirements for any software/ utility (other than provided by the selected bidder) should be required to be procured by the bank for deployment of software at bank's backend/ at proposed Digi branches.
- The integration with Bank's existing servers/ other technology platforms/ other processes would be required.
- The vendor will have to customize the product/ solution to suit the requirement/ processes of the Bank.
- The deployment at 100 branches/ identified branches will have to be covered within strict timelines to be informed by the Bank at RFP stage.
- NDAshall be signed with Bank by the selected bidder(s).

5.10 Services requirements:

The following are the services required from the vendor:

a) Installation and commissioning of the equipment's supplied and their Application Software and integration with CBS/any other interface like bill payment aggregator and BBPS etc. as specified by the Bank.

b) Operations, support and maintenance of the entire solution .

c) Regular maintenance and/ enhancements of the application software through centralized patch management system (to be developed by the vendor).

d) One time training of the Bank personnel and preparation of complete documentation and branch/customer education material like artwork/posters/leaflets/banners etc. The vendor will have to provide training of installation of software on local kiosk to the groups of users at identified locations of the Bank. The training duration for user categories / groups shall be decided by the Bank in consultation with the vendor.

5.11 Hardware requirements

The Hardware equipment shall be the latest, ergonomically designed, with less footprint, flexible and standards compliant (MASTER, VISA, Rupay, etc.) . All Kiosks requirement as under are indicative and the actual requirement will be placed depending upon the solution implementation across no. Of branches and the requirement in the individual Branch.

a) Account Opening Kiosk (AOK) – 100 Nos.
b) Debit Card Printing Kiosk (DCPK) – 100 Nos.
c) Cash Recycler Machines (CRM)– 100 Nos
d) Cheque Book Printing Kiosks -100 Nos
e) Passbook Printing Kiosk – 100 Nos
f) Enquiry Kiosks - 100 Nos
g) Middleware
h) Software licences, if any, with licencing model for operating the entire system.
i) All the equipment supplied should bear branding as decided by the Bank.

The other requirements are:

- Compatibility of all devices supplied with the proposed solution is the responsibility of the selected bidder.
- The Kiosks should be capable of supporting a third party software agent.
- The DCPK should be capable of supporting existing DCMS.
- Built in auto software and OS recovery module in case of any OS or application failure.
- Capability to replace Magstripe card with EMV card automatically reading data from Magstripe card.
- Printing on card, including the artwork, should last for a minimum period of 5 years. Guarantee to this effect to be provided. The Bank reserves the right to impose penalty for non-adherence.

The Production and Testing Hardware will be hosted at a specified location(s) of the Bank. All the hardware components should be IPv4 and IPv6 compatible.

Technical specifications of offers shall be enclosed with comparative statement, if any. To meet the 99.99% up-time of the equipment, the spares maintenance policy should also be specified.

5.12 Software requirements

The software components used in various Kiosks are as under:-

1) AOK application
2) DCPK application
3) CDK application
4) Personalized Cheque Book Issuance application.
5) Card Wizard Software
6) Passbook printing application
7) Enquiry Application Module
8) Centralized Kiosk Monitoring and Management System with MIS reports and dashboards Monitoring Solution.
9) Call Log system.
10) Three Way Reconciliation and Refund Management System

5.13 Technical Specification/ Bidder's Response

5.13.1 Hardware (Kiosks) at branches

(Please note that the configuration given below is the minimum configuration. Higher configuration may be provided).

A) Account Opening Kiosk (AOK) -Process Flow

- Capture, store and forward the personal data
- Capture images of KYC document
- Authenticate Pan Card and Aadhar card with source system on real time basis.
- Capture, store and forward the image of customer and link it to the account related data
- Capture, store and forward the biometric information (thumb impression) of the customer and link it to the account related data
- Capture, store and forward the signature of the customer and link it to the account related data
- Display information to customer for verification and acceptance
- Authorization by Bank's official through Biometric authentication and password
- Transmission of consolidated data to Bank's server
- Setting up INB by automatic Request for Internet Banking to Bank's INB server

Major components required are:

- Industrial Grade CPU with i5 or higher processor
- RAM 4 GB DDR3 or higher
- 500 GB x 2(SATA HDD configured in RAID1) or higher
- 17" Color TFT LCD Touch Screen (SAW) or higher
- 80 mm thermal receipt printer
- Vandal proof Keyboard with trackball mouse
- A-4 size Printer
- Document Scanner
- Camera
- Biometric Fingerprint Reader

Sr. No	**Component**	**Purpose**	**Minimum Configuration**	**Response N/A/C**	**Remarks If Any**
1.	Touch Screen /Processor	This shall have a browser to connect to server so that the deployment can be handled centrally which will ensure scalability.	Front access standing model Industrial grade CPU with i5 or higher processor, Multimedia capabilities Ethernet Interface Adapter 10/100 Operating System: Windows 7 or higher 4GB DDR3 or higher RAM 500 GB x 2(SATA HDD configured in RAID1 or higher) 17" Color TFT LCD with integrated Touch Screen or higher (SAW) (with support for visually handicapped through Function Keys / EPP wherever required) Vandal proof touchscreen with privacy filter Suitable for physical handicapped Braille stickers on all devices as per requirements to support the visually challenged Voice guidance support with internal speakers & headphone jack 5 (Both hardware & software enablement required)		
2.	Keyboard	For input details	Vandal Proof Keyboard & Track Ball - Key Specifications/Special Features : • 65-Key Die Casted Aluminium Alloy Metal PC Keyboard with Trackball • Fine highly precise metal aluminium alloy keyboard • Dust free, waterproof and anti-vandalism • Laser engraved lettering with high resolution and abrasive resistance		
3.	Digital Signature Pad	For digital signature capture	Standard make (compatible with proposed solution)		
4	Receipt printer (80 mm thermal)	For Receipt printing	• 200dpi best printing quality • Paper width 80mm • Paper thickness: from 63 to 85 µm • Speed > of 150mm/sec with auto cutter • RS232 and USB interface • Barcodes: UPC-A, UPC-E, EAN13, EAN8, CODE39, ITF, CODABAR, CODE93, CODE128,		

			CODE32 • Fonts: standard fonts • Highly reliable cutter: > of 1.000.000 cuts • MTBF > of 420.000 hours • Sensors: Head temperature, paper presence, paper anti-jam, paper end and near paper end		
5.	Printer	For printing the copies of the KYC documents scanned and to print account opening application	A4 size printer		
6.	Web Camera	For capturing customer image	Full HD 1080p video capture (upto1920x1080 pixels) or higher		
7.	Document Scanner	For scanning the KYC documents	5 Mega pixel HD CMOS active pixels digital Image sensor or higher Support Resolution - UXGA/SXGA/XGA/SVGA/VGA/QVGA (320X240,640X480,800X600,1280X1024,1600 X1200,2048X1536,2592X1944) Light Source - Integrated white LED or ambient light Capable to capture A3/A4/A5/A6 size and business card Colour and brightness adjustment -gamma correction, hue, exposure, sharpness adjustment and control Image output - White & Black, Greyscale, Color Image Process - Zoom, Rotate, Mirror, Rectangle select, Cut, Create PDF, OCR and etc. File Formats - PEG,BMP,PNG,TIF,J2K,JP2,JPC,RAS,TGA		
8.	Biometric finger reader	For eKYC and authorization by Branch Staff	**Image Compression** using WSQ algorithm from FBI/NIST **Biometric Feature Extraction** to generate templates • Feature Extractor is MINEX/FIPS 201 compliant. • Proprietary, ISO 19794-2 or ANSI 378 template formats available. • Templates can be stored in the internal database (up to 10 000 templates) **Biometric Matching** • Matcher is MINEX/FIPS 201 compliant • 1:1 authentication or 1:N identification (up to N = 5000 users) • High accuracy: the false acceptance rate (FAR)		

			is configurable down to 10-8 (depending on the security requirements) and maintained regardless of number of users in database • Fast matching **Capability of addressing juvenile fingers** **An anti-latency feature** detects fingerprint traces reactivated under certain lighting conditions **Image and Template Encryption** for the sake of confidentiality **Template Signature (X9.84 standard)** to guarantee the origin and the integrity of the data sent to the Host System Bank is using Smartchip-Safran/ Morpho MSP 1300E, NEC- Futronic FS88, TCS- 3M Cogent CSD200 finger print devices at CBS branches. One of these fingerprint devices (existing or higher model) to be provided. Compatibility of device with proposed solution to be the responsibility of the selected bidder.		
9.	User Messages	Interaction with user	• Display of messages / instructions to the customers in Multilingual capability i.e., (1) English (2) Hindi (3) Any regional / local languages • Voice enabled Kiosks; should provide (1) English (2) Hindi (3) Any regional / local languages as decided by the Bank. • Clarity of Voice and the same should be uniform voice across all **Kiosks Multimedia Speakers** with 2x5Watt or above.		

(Operating System – Windows 10)

B) Debit Card Printing Kiosk (DCPK)

(For issuance of EMV compliant chip based and magstripe ATM-cum-debit card on real time basis at DCPK).

- Card variants as per Business requirements.
- Information will be fetched/received from the server.
- The particular card type will be selected for printing.
- Name of the customer as received may/may not be embossed on the card.
- Photo of the account holder may/may not be printed on the debit card.
- Signature of the account holder may/may not be printed on the debit card.

The debit card shall be dispensed to the customer instantly at branches where DCPK is provided locally OR may be printed centrally where no local DCPK is provided. Software should therefore have the facility of routing the card printing request to centralized printing/ location.

- The DCPK should have the capability for reprinting the card which could not be printed because of any hardware or network issues. Reprinting should be allowed with proper maker and checker mechanism.
- DCPK logs should be very much in detail and also should not be storing any sensitive card data.

All the above activities shall be on a real time basis.

Proposed Process Flow

A/c opening process flow in Digi branches:

- Customer visits branch and visits the digital servicing kiosk.
- Customer selects a/c opening and fills up the required details for account opening. If ID proof is Aadhar, the details are fetched and displayed on the screen. If customer is already existing customer, all the details are fetched from Bank's server and displayed on the screen (major fields displayed in case of existing customer shall be read-only).
- Customer scans the documents as proof of identity/proof of address as per the Bank's norms
- Once documents are scanned customer would be asked to verify the data displayed.
- System would perform the following tasks:
    - KYC documents scanned would be stored with application ID
    - KYC score would be computed
    - Authenticity of Pan card and Aadhar card would be checked with source system
- Once data, customer photo, signature, KYC docs are submitted and with the KYC score and validation output being positive – the account shall be opened in CBS.
- Request shall be submitted to INB for INB username and password to be generated
- Request shall be submitted to DCMS for generation of debit card and ATM Pin
- Account number and CIF number shall be displayed to customer and an SMS shall be sent to user
- Customer shall be requested to change the ATM PIN as well as INB username/password

DCPK should be able to support printing of more than one variant of card. The debit card issue process should be complete on real time basis. The entire dataflow should be secured and encrypted as per bank's requirements and EMV compliance requirements at different stages. Major components/ functionalities required in the debit card printing kiosk are:

- CPU with Touch Screen
- Financial Card Printer
- Receipt Printer
- Encrypted Pin Pad
- Pinhole camera and DVR

Minimum Required Specification Details are as under:

Sr. No	Component	Purpose	Minimum Configuration	Response N/A/C	Remarks If Any
1.	CPU with Touch Screen	For processing	CPU • Intel Core i5 or higher • Speed – 3.3 GHz or higher • Integrated Graphics – Yes • L3 Cache – 3 MB • 320 GB HDD server Grade or higher Touchscreen • Anti-Vandal, Anti-Scratch 15" or more LED/LCD.Type: • Capacitive/SAW, Material: Pure Glass, Touch Screen Resolution: 4096 touch points per axis within the calibrated area or higher. • Antiglare Surface:6:1 minimum • Light transmission: >90% • Accuracy: Less than +1% error with the active area • Response time : <16 MS • Endurance: Scratch Resistant (must withstand more than 50,000,000 touches in		

			one location without failure) • Impact Resistant: meets GB9633-1988 and UL-60950-1 steel balltest or equivalent • Operating Temperature: -5°C to 45° C		
2	Card Printer	For card printing	• Magnetic and smart card (EMV cards both contact and contactless) encoding as per VISA, MasterCard and NPCI (RuPay) specifications • Contactless stickers of VISA, MasterCard and NPCI (RuPay variants) with their respective specifications. • Up to 150 embossing/indenting characters • Thermal printing for photo on the front side of the card • Embossing and indenting on the front side of the card, with four line printing. • Capable of printing both on front and rear side of the card. • CVV2 indenting on the rear side of the card • Convenient front-facing input and output hopper • Field upgradable smart card encoding • Card retract mechanism. • Flash LED indicator on card dispensing and retracting. • Card capacity 1. Six-compartment multi-hopper | Six 100-card hoppers, 600-card total capacity. (automatic card feed with minimum 100 card per hopper) 2. Output hopper, 10-card capacity 3. Reject bin, minimum 10-card capacity 4. Exception card slot **Speed** -1 to 2 minutes per card **Connectivity** – USB and Ethernet Optional on board PC to host instant issuance client software **Embossing specification** Embossing and front + rear indent in one pass Industry standard compliant fonts **General** • Magnetic stripe and smart card encoding • Contactless encoding • One sided and dual sided edge to edge printing • Colour/monochrome dye sublimation/resin thermal transfer printing **Card Feeder** • Automatic feeding • Manual feeding		

3	Receipt Printer	For printing receipt	• 80 mm thermal • Same specs as specified for receipt printer in AOK		
4	Pin Pad	For Input	• Stainless steel keys in a polymer keyboard frame • DES and 3DES and RSA support • PCI PED approved encrypting PIN Pad • Customized layout • USB 2.0 and RS232 interface • 128 KB data (keys) Storage • Connectors for Function Keys and Beeper (second option) • Protection level: IP65 static and IP 54 dynamic		
5	Pinhole camera and DVR	For Transaction Recording and Security	**Pinhole Camera** • Sensor : 1/3" Super HAD II • Picture Element: PAL(960(h) x 582(v)),NTSC:967(h) x 492(v) • Horizontal Resolution – 700 TVL • Min Object illumination – 0.01 Lux/F1.2 • OSD WDR – No • Auto Electronic Shutter – 1/50~1/120000 sec • Lens – 3.7 mm **DVR** • H.264 video compression • 4 CIF resolution real-time recording • HDMI and VGA output at upto 1920x1080 p Resolution Dual Stream • Up to 4-ch synchronous playback		
6	User Messages	Interaction with user	• Display of messages / instructions to the customers in • Multilingual capability i.e., (1) English (2) Hindi (3) Any regional / local languages • Voice enabled Kiosks should support (1) English (2) Hindi (3) Any regional / local languages as decided by the Bank. • Clarity of Voice and the same should be uniform voice across all **Kiosks Multimedia Speakers** with 2x5Watt or above.		

(Operating System – Windows 10)

- Compatibility of all devices supplied with the proposed solution and bank's systems is the responsibility of the selected bidder.
- The AOK should be capable of supporting a third party software agent.
- Multilingual software, screen and printing support.
- Display of multilingual messages / instructions to the customers i.e., (1) English (2) Hindi (3) Any regional / local languages.
- Voice enabled Kiosks should provide (1) English (2) Hindi (3) Any regional / local languages as decided by the Bank.

- Clarity of Voice and the same should be uniform voice across all Kiosks Multimedia Speakers with 2x5Watt or above.

C) Bunch Note Acceptor (BNA) / **Cash Recycler**

Process flow at broad level

- Customer would be asked to swipe the Card and key in the PIN.
- System will verify the PIN with the Host, Check the Balance and dispense the Cash / accept the cash.

Functional Specifications

Cash Recycler and the software to be provided should have the capability of performing the following functions through Display Menu:

S. No.	Requirement	Response N/A/C	Remarks If Any
1.	Transfer of Funds between two accounts		
2.	Account enquiries		
3.	Cheque Book Requisitioning		
4.	Cash Deposit (With / Without Card)		
5.	Cash Withdrawal (With / Without Card)		
6.	PIN Change		
7.	Mini Statement		
8.	Mobile Recharge / Top-up		
9.	Cash on Mobile		
10.	Card to Card Transfer of Funds		
11.	Creation / Renewal of TDR/ MF/Insurance		
12.	Choice of Language		
13.	Aadhar Enabled Cash deposit/Withdrawal/ Fund Transfer		
14.	Biometric based Cash deposit/ Withdrawal/ Fund Transfer		
15.	BAR code Enabled Cash deposit/ Withdrawal/ Fund Transfer		
16.	QR code Enabled Cash deposit/ Withdrawal/ Fund Transfer		
17.	Support for all Card Schemes – VISA / Master / RuPay / Diners / AMEX etc.		
18.	Transaction Detail / Receipt Printing with following details • Device ID, Date and Time • Location Code (Alphanumeric) • Card no. • Account No. • Name of account holder • Transaction SL No. • Amount • Description of transaction		
19.	Admin functions for Cash Management, reconciliation		
20.	Should allow cancelling a transaction before its execution. (Appropriate message should appear guiding the customer)		

21.	• On-screen instructions • Menus for each deposit type • Videos detailing transaction steps • Flashing lead-through indicators • Consumer-guidance labels • Distinguishing icons • Any future Product Development		
22.	**MIS Reports on:** • All Deposit Transactions • All Dispense Transaction • Denomination-wise Cash Balance Report • Counterfeit Notes detected (Account wise details) • Soiled / Non-issuable Notes • Transactions where deposit accepted but transaction failed • Transactions where account debited but dispense not done • Transaction successful (account credited) but currency returned • Reconciliation reports • Admin function reports • Complete List of MIS Reports to be enclosed • Any reports as required by the Bank during the contract period.		

S. No.	Bank Requirements / Specifications	Response N/A/C	Remarks If Any
1	**Processor & Hardware**		
1.1	4th Generation Intel® I 3 Processor min 2.9 GHz or above		
1.2	4GB DDR2 RAM or higher		
1.3	2x1 TB IDE/SATA HDD (minimum)		
1.4	USB ports in front for front access Cash Recycler		
1.5	DVD Writer		
2	**Software**		
2.1	Application interface facilitating all admin, reconciliation, MVS and MIS functions		
2.2	Microsoft Windows 7 Operating System or Higher with latest service packs		
2.3	Software with CEN 3.0 complaint XFS and cross-Bidder Support		
2.4	OS hardening (with Firewall). Cash Recycler adequately hardened and only white listed necessary services run in the system. No malware including viruses, worms and Trojans enter and affect the CR and the Network system. All CRs should be PA-DSS compliant.		

S. No.	Bank Requirements / Specifications	Response N/A/C	Remarks If Any
3	**Currency Chest**		
3.1	UL 291 Level 1/CEN1 Certified Secure Chest		
3.2	S&G / MAS Hamilton (KABAMAS-CENCON) dual electronic combination lock of 6+6 digits with capability for one time combination (OTC) with audit trail without any hardware change		
3.3	Sensors for chest open status while sending signal / messages to Switch / Management Centre.		
3.4	Machine should be IBNS compliant.		
4	**Card Reader/ Biometric/BAR code/QR code**		
4.1	Dip Smart Card Reader with capability to read track 1 & 2		
4.2	Smart card / chip card EMV Version 4.0, Level 2 approved terminal resident application		
4.3	Software, firmware, license for using Smart card on Cash Recycler		
4.4	Cash Recycler ready for using the EMV chip cards.		
4.5	Dip card reader with anti skimming device installed and integrated with the card reader of the Cash Recycler. Details of anti-skimming technology / device to be enclosed. The device should be providing comprehensive skimming protection solution with following capabilities – i. Senses unauthorized attachment of any device on the card reader module ii. Sends the signal to switch and further to the Remote ATM Management Centre of the Service Provider/ Bank iii. Capable of enabling the switch and/or Remote ATM Management Centre to put the machine Out-Of-Service as well as block the card reader from accepting any more card insertions.		
4.6	Cash Recycler must also have the readiness for biometric authentication capability with finger-print reader as per Aadhar specifications or any other regulatory specified database.		
4.7	Cash Recycler must also have the readiness to start BAR code / QR code based transactions		

S. No.	Bank Requirements / Specifications	Response N/A/C	Remarks If Any
4.8	Cash Recycler should have Contactless Card integration capability		
5	**Customer Interface on CASH RECYCLER**		
5.1	Touch screen Type: Capacitive / SAW / Infrared with support for visually challenged through FDK and EPP both (Which means both FDK and touch screens are mandatory) Cash Recycler should also be capable for providing Virtual Keyboard for entering Aadhar / Debit Card / IFSC number		
5.2	Size: 15" minimum		
5.3	Privacy Screen Filter should be available for all CRs		
5.4	Adherence to Persons with Disability standards compliance – give details		
5.5	Rugged spill proof Triple DES enabled Keyboard with Poly Carbonate tactile / stainless steel EPP pin pad. Full PCI 1&2 compliant EPP keys with sealed metal key pads. EPP design so as to prevent / resist overlaying of fake pin will be required. In the event of forcible removal of EPP, it should bring the machine down and the data stored in the EPP must be destroyed / scrambled so as to prevent compromise even with high end decryption. Describe technology / solution fully and enclose relevant documentation		
5.6	Braille stickers on all devices as per requirements to support visually challenged		
5.7	Multilingual Screen Support		
5.8	Voice guidance support with internal speakers & headphone Jack 3.5 mm Mandatory for all the Cash Recyclers. It is the standard Text to speech files developed by the vendor. Bank shall provide flow. However TTS has to be provided as per RBI / IBA guidelines by the bidder at no additional cost to Bank.		
6	**Bill Validator**		
6.1	Validating Head width path should be minimum 177 mm or more		
6.2	Fixed width or centering mechanism with self-adjustable bill path		
6.3	Validation rate should be 98% or more		
6.4	Machine should be able to accept, dispense and validate all Indian currencies.		

S. No.	Bank Requirements / Specifications	Response N/A/C	Remarks If Any
6.5	Bill escrow capacity should have capacity of min 200 bills or more		
6.6	Bill identification time in seconds – should complete in 10 notes / sec or in less time		
6.7	Full validation time in seconds – multi width front load. Maximum time taken for full validation should be 30 seconds or less (200 bills)		
6.8	Type of Sensor technology		
6.9	Speed of cash acceptance in seconds for standard 200 notes – Cash Insert to Amount Confirmation – The entire cash acceptance for 200 standard notes should be completed in 40 seconds or in less time		
6.10	Compliance to RBI's Note Authentication and Fitness sorting parameters (Documentation required on process of configuration – whether configuration can be carried out by Bank or it has to be done in Bidder's location only). configuration change has to be done centrally within 2 weeks		
6.11	Both side scanning of all bills		
7	**Cash Module**		
7.1	Bunch Note Accepting and dispensing with capacity of minimum 200 notes at one time and accepting / dispensing all denominations Rs.20 and above.		
7.2	Cash Recycler must have template for all new variants of Rs.20 and above.		
7.3	Minimum 4 recycling cassettes with minimum storage of 2000 notes per cassette, one reject bin / cassette for Non issuable / ATM Unfit / cash retracted currency with capacity of minimum 2000 notes, and One Bin / cassette for counterfeit / suspect notes. The reject bin and counterfeit / suspect notes bin MUST MANDATORILY have dual locking mechanism. Each of these Cassettes should have capability to hold notes of any Denominations / any size. The cassettes should be configurable on the machine as per requirement of the Bank. Deposit / Dispense cassette capacity · New Bills · Street Grade bills		

S. No.	Bank Requirements / Specifications	Response N/A/C	Remarks If Any
7.4	Denomination-wise sorting of the deposited currency notes		
7.5	Cassettes capacity of minimum 2000 notes per cassette		
7.6	Reject Bin / cassette with capability to hold Reject / Retracted notes with dual locking mechanism – mandatory		
7.7	Four orientation bill validation for good and bad currencies		
7.8	Notes deposited should be categorized and put into individual cassettes / bins once they are accepted by the machine		
7.9	Must support all types of transactions – Card based, Card less and biometric authentication transactions		
7.10	Appropriate treatment for various categories of Bank Notes, viz. (a) No Bank Note (Reject) (b) Counterfeit Bank Note (Impound) (c) Suspicious Bank Note (impound) (d) Real Bank Note (Accept) (e) Cut/ Mutilated Note (Reject) (f) Soiled Currency Note (Reject)		
7.11	Capability to back-track the depositor for all notes deposited / dispensed or rejected with recording of serial numbers of individual currency notes. Capability of scanning and recognizing of serial number of notes should be available for dispense also.		
7.12	Storing & Searching facility on image data at a later date		
7.13	Cassette that support tracking on docking (Logs should be created whenever cassettes are docked / undocked).		
7.14	Foreign object detection / handling in the input tray		
7.15	Cash transport movement should be secure and under dual locking		
7.16	Capability to capture the cash balance (denomination wise) available in the machine for every supervisory activity.		
7.17	Cash Recycler should be capable to communicate to Bank's switch for updating the hopper wise counter for all the cassettes including universal Bin on real time basis.		

S. No.	Bank Requirements / Specifications	Response N/A/C	Remarks If Any
7.18	If required, Cash Recycler / Cassettes can be configured in any modes without any additional cost to the bank as: a) Deposit only, b) Dispense only, c) Deposit & Dispense, d) Recycle.		
8	**DES chip / Security**		
8.1	Capable of supporting Remote key Management – Triple		
8.2	DES / RSA with encryption / verification / validation software chip		
8.3	Mandatorily must have anti-skimming devices installed and integrated for card readers		
9	**Integrated Image Surveillance Solution**		
9.1	Cash recycler should have pilfer-proof cameras able to capture the images of the user / customer at the time of accepting and dispensing the cash. Also capture images at the cash slot cameras evidencing acceptance / dispensation of cash besides images of the user. There should be two pilfer proof camera inside the Cash Recycler 1. To capture the customer image and 2. capture hand movement while depositing / withdrawing cash from cash slot		
9.2	Solution should be able to store the images in a digital format for minimum 6 months at an average of 300 transactions per day. The back-ups will be taken at quarterly intervals.		
9.3	Solution must provide an interface to browse, search and archive the stored images on hard disk or external media		
9.4	Solution must be able to capture & stamp the transaction information on the images		
9.5	The solution must have a search facility to locate an image / event by date & time, card no., transaction reference no. and ID		
10	**Software Agent**		

S. No.	Bank Requirements / Specifications	Response N/A/C	Remarks If Any
10.1	Bidder MUST provide / install & integrate their own software agent for Remote Monitoring Software support for the Cash Recycler to monitor its functions from a Central site. The Cash Recycler should be capable of supporting a third party software agent such as SDMS / Infobase / Radia, etc for EJ pulling and Remote Monitoring Software support. The Bidder also agrees to install any software selected by the Bank at no cost to the Bank		
10.2	Should be capable & interfaced with the Bank's Switch – Base24. Bidder to provide proof of certification and / or actual integration with Base 24 switch		
10.3	Software for reading the EMV chip cards. Smart card / chip card EMV Version 4.0, Level 2 approved terminal resident application. Copy of Level 2 Approval certificate to be enclosed		
10.4	Remote diagnostic agent to diagnose problems with the machine including but not limited to predicting parts failure. This service including pro-active rectification of problems reported by remote diagnostic agent will have to be provided by the bidder / OEM mandatorily at no additional cost to the Bank.		
11	**Connectivity**		
11.1	Should have Network Interface Card 10/100 MBPS		
11.2	Should be capable of connecting to the Bank's Switch – Base24 – using existing device handlers at no additional cost to the Bank		
11.3	Must support TCP/IP		
12	**Interface for Banking Software & Switch Connectivity**		
12.1	Software required for connecting the Cash Recycler to Bank's own Network shall be provided by the Bidder		
12.2	Bidder to provide utility for converting the files, containing transaction details, into ASCII format.		
12.3	should be preloaded with CEN XFS 3.0 compliant layer and should be capable of running multi Bidder software		

S. No.	Bank Requirements / Specifications	Response N/A/C	Remarks If Any
12.4	The Cash Recycler should deactivate immediately when a skimming or cloning device has been installed on Cash Recycler		
12.5	Must support DDC / NDC 4 protocol		
13	**Others**		
13.1	P /Graphic Thermal Receipt Printer		
13.2	Electronic journal to be also written on hard disk and replicated on the second hard disk which records images. The solution should include a EJ viewer		
13.3	Support centralized EJ Pulling. Serial number of all notes should be available with EJ or stored separately and made available as and when required. While pulling EJ, the same 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), a Banking Ombudsman, Police authorities etc.		
13.4	Low media warning for all items viz. bills, roll, ink		
13.5	In-built SMPS to work on 230V 50 Hz power supply		
13.6	Support input voltage of 230V AC / 50 Hz with+/- 10% variation		
13.7	Specify Power Consumption when in operation. Maximum permissible power consumption when in operation 470 Watts		
13.8	Specify Power consumption when the machine is idle Maximum permissible power consumption in idle situation 230 Watts		
13.9	Remote Power-on / Power-off facility (Bank desires remote power off and subsequent power on facility. However remote power off and restart facilities independently will also be acceptable)		
13.10	Should provide hardware, software and MIS for the day-to-day operations required by the custodian		
13.11	Bidder to integrate – where feasible - the alarm sensors of the Cash Recycler to the branch siren / hooter without any additional cost to Bank.		

S. No.	Bank Requirements / Specifications	Response N/A/C	Remarks If Any
13.12	Cash Recycler capable of One to One Marketing. Client when Loaded on Cash Recycler should be able to interact with different CRM sources using open standard messaging standards		
13.13	Cash Recycler should have rear view mirrors covering majority area of site which allow users to see what is happening behind them when they enter PIN to avoid shoulder surfing		
13.14	Cash Recycler MUST MANDATORILY have PIN pad shield covering all three sides to avoid shoulder surfing and capture by the external cameras		
13.15	Mention the physical foot print of machine in mm (LxBxH) max HXWXD 1525x570x1170 mm permissible		
13.16	Should support admin functions for updation of switch counters.		
13.17	List of MIS & other reports available out of box		
13.18	Support centres Min 50 support centres 20 spares hubs 200 engineers		

D) Cheque Book Printing Kiosk-

i. Process flow at broad level:

- The request placed by Customer for Cheque book issuance during Account Opening process is pushed to CBS
- The data from CBS will be pushed to Cheque dispensing
- The CBS will push data into printer Hot folder in txt, csv or excel format based on the requirement
- Kiosks will be programmed to automatically retrieve the data from the hot folder
- After printing of cheque book the data file will be returned to bank CBS to authenticate the cheque book .
- Finally the printed cheque book will be handed over to customer

SPECIFICATIONS REQUIRED FOR CHEQUE BOOK

SL_NO	ITEM	DESCRIPTION
1	Cheques Leaves	Cheque leaves are to be printed as CTS-2010 standards specification containing all mandatory & desirable security features as under: i. Void pantograph ii. Invisible UV logos of the Bank iii. Micro Lettering Line iv. Standard field placement v. Cheque printing colours background vi. Fugitive Ink vii. Secondary Fluorescent Ink viii. Banks logo printed in the branded colour ix. New Rupee Symbol x. Printers Name with “CTS 2010” Personalization:- Apart from Standard format of cheque, branch address in English, IFS Code of the branch, Name of the customer, Account number , SAN & MICR numbering details.
2	Cover page	130 GSM white art paper 1st page to be printed in four colour with window. The 2nd and 3rd cover pages contain instructions in English in single colour. The 4th cover page will remain blank.
3	Acknowledgement Slip cum address slip	On 70GSM Maplitho Paper. To be inserted between cover page and first cheque leaf. In addition to the pre-printed text matter, personalization i.e. Name , A/C No. , Address of the account holder, address of the branch, branch code and current cheque series is to be printed. Bar code of Speed post is to be printed on the slip.
4	Requisition Slip	On MICR Paper of 95 GSM with back ground printing as per the cheque leaves and other text matter in black colour. Personalization of the cheque leafs i.e. A/c Number, Name of the Account Holder and branch name, current cheque series is to be printed:- To be inserted after 20th leaf for a cheque book of 25 leaves. To be inserted after 40th leaf for a cheque book of 50 leaves.

(Operating System – Windows 10)

E) Passbook Printing Kiosk

b. Passbook Printing

Passbook printing solution wherein Customer can update the transaction history or Printing can be done for unprinted transactions or adhoc transaction.

Process Overview

- Customer would walk in the lobby/ branch where this Kiosk would be placed and place the passbook against the printer .
- Each of these passbooks will have a barcode affixed on it. This barcode would have account related information which would be read by the barcode reader and transaction details would be fetched from the bank's system.
- The same details would be printed on the passbook. Customer has to place the blank sheet where transaction details has to be printed
- Customers can also use their debit card or OTP based authentication process to access the account related information and printing of transactions details.

Minimum Specifications required are:

Sr. No	Component	Purpose	Minimum Configuration	Response N/A/C	Remarks If Any
1.	CPU with Touch Screen	For processing	**CPU** • Intel Core i5 or higher • Speed – 3.3 GHz or higher • Integrated Graphics – Yes • L3 Cache – 3 MB • 500 GB HDD server Grade or higher **Touchscreen** • Anti-Vandal, Anti-Scratch 17" or more LED/LCD.Type: • Capacitive/SAW, Material: Pure Glass, Touch Screen Resolution: 4096 touch points per axis within the calibrated area or higher. • Antiglare Surface:6:1 minimum • Light transmission: >90% • Accuracy: Less than +1% error with the active area • Response time : <16 MS • Endurance: Scratch Resistant (must withstand more than 50,000,000 touches in one location without failure) • Impact Resistant: meets GB9633-1988 and UL-60950-1 steel ball test or equivalent • Operating Temperature: -5°C to 45° C		
2.	Passbook Printer	For Passbook Printing	• Standard Passbook Printer (All make and models) with integrated BARCODE Scanner including the required Serial/Parallel/USB ports to meet the RFP requirement. It should not be an inbuilt or fabricated scanner. The make of		

			Passbook printer and Barcode scanner should be same. • Any change in Passbook design / Printing format in future should be supported. • Font size of Passbook to be printed is Arial 10 or as per the directions of Regulatory authority/ RBI from time to time • Print speeds up to 480 cps or higher • Print Head Life of minimum 400 million characters • Method 24 pin, impact dot matrix • Print direction: Bi-direction with logic seeking • Columns: 94 (10cpi) • Standard integrated Passbook Printers include brands like Olivetti/ Epson etc. • Standard Printer Cartridge / Ink, at least one number shall be provided.		
3	User Messages	Interaction with user	• Display of messages / instructions to the customers in Multilingual capability i.e., (1) English (2) Hindi (3) Any regional / local languages • Voice enabled Kiosks should support (1) English (2) Hindi (3) Any regional / local languages as decided by the Bank. • Clarity of Voice and the same should be uniform voice across all **Kiosks Multimedia Speakers** with 2x5Watt or above.		
4	Barcode	Input for printing	• Solution to be provided to print BAR code directly on the top of the Passbook or on the sticker which is affixed on the passbook • Along with BAR Code, Account number is to be printed on the Passbook / Sticker. In this approach, while generating barcode account number would be encrypted using an algorithm with a private key. The KIOSK software should read the encrypted data from barcode & send the encrypted data to middleware for further processing. • Should be capable of operating in Auto Trigger Mode for hands free operation and reads barcodes of all popular encoding standards, including Code 128, with up to 36		

			characters.		

(Operating System – Windows 10)

F) Enquiry Kiosk

Enquiry Kiosk will be used for general customer enquiries like balance enquiry, mini statement, Bank's product information, loan application enquiry, deposit rates enquiry,Locker enquiry, customer feedback/suggestions, display of interactive Ads with technologies like Flash etc.

Minimum Specifications required are:

Sr. No	Component	Purpose	Minimum Configuration	Response N/A/C	Remarks If Any
1.	CPU with Touch Screen	For processing	**CPU** • Intel Core i5 or higher • Speed – 3.3 GHz or higher • Integrated Graphics – Yes • L3 Cache – 3 MB • 500 GB HDD server Grade or higher **Touchscreen** • Anti-Vandal, Anti-Scratch 18.5" or more LED/LCD.Type: • Capacitive/SAW, Material: Pure Glass, Touch Screen Resolution: 4096 touch points per axis within the calibrated area or higher. • Antiglare Surface:6:1 minimum • Light transmission: >90% • Accuracy: Less than +1% error with the active area • Response time : <16 MS • Endurance: Scratch Resistant (must withstand more than 50,000,000 touches in one location without failure) • Impact Resistant: meets GB9633-1988 and UL-60950-1 steel ball test or equivalent • Operating Temperature: -5°C to 45° C		
2.	User Messages	Interaction with user	• Display of messages / instructions to the customers in Multilingual capability i.e., (1) English (2) Hindi (3) Any regional / local languages • Voice enabled Kiosks should support (1) English (2) Hindi (3) Any regional / local languages as decided by the Bank. • Clarity of Voice and the same should be uniform voice across all **Kiosks Multimedia Speakers** with 2x5Watt or above.		
3.	Keyboard	For input details	Vandal Proof Keyboard & Track Ball - Key Specifications/Special Features : • 65-Key Die Casted Aluminium Alloy Metal PC Keyboard with Trackball • Fine highly precise metal aluminium		

			alloy keyboard • Dust free, waterproof and anti-vandalism • Laser engraved lettering with high resolution and abrasive resistance		

(Operating System – Windows 10)

Software

The application software shall be integrated by selected bidder with Bank's existing backend systems/ servers/ other technology platforms/ other processes. The selected bidder would customize the product/ solution to suit the requirements/ processes of the Bank. Broad Requirements are as under.

Kiosk Terminal Software

Sr. No.	Specification
1	No Onsite configuration. Entire local terminal configuration should be fetched from the central middleware server.
2	Central Software and Patch updation.
3	User Interface and Services/product offered should be managed centrally.
4	Application should be able to do White Space Cropping of the KYC image scanned through the document scanning device.
5	Each transaction should be acknowledged with a customer transaction receipt.
6	Built in auto software and OS recovery module in case of any OS or application failure.

Middleware

Sr. No.	Specification
1	Built In device and communication adapter for KYC verification. Integrated system mentioned below 1) Aadhar (UIDAI) 2) PAN(NSDL)
2	Built in Interface Adapters with below backend systems • Core Banking System(For Account, CIF generation and transaction rights) • Internet Banking System(Activation with transaction rights) • Debit Card Management System(Realtime card issuance and verification) • Document Management System. • HRMS System • Switch
3	Maker and checker verification for authorizing the transaction in backend system. Integration interface with as per the requirement of the Bank. • BAS • HRMS • CBS
4	Centralized Monitoring • Centralized monitoring of all kiosk(s) • Centralized Patch Management • Dash Board / Report generation • Centralized enabling and disabling of services • Installation of anti virus and protection / safeguarding of all terminal(s) from malware

Diagnostics

Sr No	Preferred Reports

1	Device Health Status. Middleware Application should be able to show the Real time health of all the hardware peripheral as mentioned below 1) Receipt Printer – Online/Offline/Paper Low/Paper Out. 2) CPU status and HDD status(with % free capacity) 3) Biometric Scanner - Online / Offline 4) Document Scanner - Online / Offline 5) Signature Pad - Online / Offline 6) A4 Printer - Online / Offline 7) PINPAD - Online / Offline 8) Card Printer - Online / Offline / Hopper Status / Jam Status
2	Process Diagnostic – Middleware Application should provide a detailed track report of process failure with re-attempt count.
3	Inventory Management tool for tracking the number of cards issued, rejected, in machine.
4	Application should be able to measure the total Turnaround time for each service and transaction.
5	Application should be able to provide a diagnostic of total success and failure transaction.

Other MIS reports during the term of engagement would be as per Bank's requirements and would be within the scope of the EOI/RFP at no extra cost to the Bank.

Security

Sr No	Specification
1	**Software Security :** It should conform to Bank's IS policy including 1. Use of strong cryptography and security protocols such as secure sockets layer (SSL) / transport layer security (TLS) and Internet protocol security (IPSEC) to safeguard sensitive customer data during transmission over banks network. 2. The second user authorization can be done at a different location e.g. one requesting user at BRANCHES, and the authorization manager at HO. 3. All the EMV and Rupay data generation process, keys and HSM must be confined within the bank data centre.

Compliance (Card Issuance)

Detailed Technical requirements of Card Issuance Platform are given in **Annexure - 1.**

Sr. No.	Specification
1	1. Vendor must show compliance of card issuance middleware platform with Visa, MasterCard and NPCI (Rupay) Instant issuance security guidelines. 2. Vendor must show compliance with PCI-DSS and PA-DSS standard.

Annexure-1

Card Issuance Platform (CIP)

Card Issuance Platform should enable card printing from Branches after receiving the data from the DCMS automatically.

Sl.	Specifications	Compliance
A. Bidder Requirements		
1.	Applicant/OEM should have installed DCPK in India or abroad as on 31.03.2017 where the proposed platform is used for instantly issuing banking Debit card by integrating with the DCMS and switch of the bank for seamless card application, card personalization, PIN selection and activation at the BRANCH.	
2.	The CIP platform must be seamlessly integrated with the EMV solution inside the bank's datacenter. The CIP platform along with EMV Solution must support VISA, MasterCard and RuPay EMV card issuance.	
3.	The bidder must have local support for post implementation services to reduce the downtime of the system and must provide the escalation matrix.	
B. Integration Requirements		
4.	The CIP must be able to integrate directly with multiple DCMS of the bank concurrently for automated data exchange between CIP and bank's Datacenter for the card issuance at the branches using the client UI.	
5.	The vendor must provide API / SDK of the CIP software for integration of the CIP with DCMS or development of customized clients at the branches.	
C. Functional and Operational Requirements		
6.	The CIP must support new and replacement issuance of various card types used for banking applications which uses dye sublimation printing, or embossing / indenting, or smart card encoding / personalization.	
7.	The CIP must provide a standalone user interface that can integrate to the DCMS and allow instant issuance functionality. This functionality should include a. card issuance b. new and re-PIN services c. Photo capture and printing	
8.	The CIP must accept encrypted data (from DCMS) for card personalization.	
9.	The CIP must support software operated locking / unlocking feature for the printer for tracking supplies change and card stock handling.	
10.	The CIP must support card inventory management tool for each branch to account for the number of cards issued, rejected, in machine and in vault.	

11.	The CIP, in a kiosk environment, must a. support card retract if not collected by the end-user within a specified time. b. provide intermediate status during card personalization so that the Kiosk can trigger audible beep sound until the card is taken by the end-user.	
12.	CIP must send an email alert when the hopper level is low	
13.	The CIP must be able to support remote display of the live status of all the branches along with the production health monitoring.	
D. Other Requirements		
14.	The CIP must support key management for smart personalization (key management is done to secure the cardholder information in the chip using HSM and keys generated from HSM) and data preparation for smart cards (chip cards) for banking cards.	
15.	The CIP must be capable of handling personalization of various card schemes automatically at the BRANCHES without any manual intervention for data preparation or data allocation for personalization: a. The CIP must have in-built feature to define a card type based on the bank scheme. b. The CIP provide the required data at the BRANCHES for printing the card type for the particular record. c. Once the representative at BRANCHES feeds the card into the printer and selects the respective data for printing, the CIP must print / personalize the card as per the card type defined.	
16.	The CIP must allow connections of printers only from a specific IP address and/or MAC address directly to the CIP server to maintain data security.	
17.	The CIP must enable encrypted data transmission from BANK'S Datacenter to branches: a. Use of strong cryptography and security protocols such as secure sockets layer (SSL) / transport layer security (TLS) and Internet protocol security (IPSEC) to safeguard sensitive cardholder data during transmission over open, public networks. b. Sensitive data in messages must be encrypted with a session key, additionally encryption of traffic messages between the BRANCHES and BANK'S DATACENTER must be accomplished at the network level using one of the following methods: i) TCP/IP with 3DES session keys; ii) HTTPS with certificates; .	

18.	The CIP must support a. Data encryption to and from the printer using industry security algorithms like 3DES and AES b. Data protection and data destruction within the printer pre- and post-card production c. Dual-control access of card issuance and open card machine. The second user authorization can be done at a different location e.g. one requesting user at BRANCHES, and the authorization manager at DCMS.	
19.	The CIP must enable account lockouts after a certain number of failed login attempts.	
20.	The CIP must enable logging for auditing purposes. Print Success (card personalization) status must be securely updated at the DCMS via CIP-DCMS interface to complete the issuance process.	
21.	The CIP must support password based logins to the authorized users as per the ISD policy.	

22.	The CIP must support all sensitive data (cardholder data or information) is securely protected within the database utilizing 3DES encryption.	
23.	The CIP must purge all cardholder data files that are no longer needed before the system is shut down, and the frequency of purging activities can be configured.	
24.	The CIP vendor must show compliance of CIP Platform with Visa, Mastercard and NPCI (Rupay) Instant issuance security guidelines.	
25.	The CIP vendor must show compliance with PCI-DSS and PA-DSS standard.	
26.	The CIP must support one-step processing for data generation and script. It must send cardholder data directly from the host system to the CIP system on the fly, eliminating the existence of transient cardholder and personalization data files at the branch and server, enhancing the security.	
27.	All the EMV and Rupay data generation process, keys and HSM must be confined within the bank datacenter.	
28.	The HSM used for instant issuance must be FIPS 140-2 level 3 validated.	
F. Card Personalization Equipment (CPE) Requirements		

29.	The proposed CPE must support all the below features in a SINGLE PASS process: a. Thermal printing for photo on the front side of the card b. Embossing and indenting on the front side of the card c. CVV2 indenting on the rear side of the card d. Magstripe and smart card (EMV cards) encoding as per VISA, MasterCard and NPCI (RuPay) specifications	
30.	The proposed CPE must support card held at exit slot with card retraction after time-out for KIOSK based solutions.	
31.	The proposed CPE must support multiple card types loaded (multi-hopper) into the system and the CPE must automatically feed the appropriate card type based on the customer request for personalization.	

Terms used:
CIP – Card Issuance Platform
DCMS: Debit Card Management System
DATACENTER: Bank's Datacenter where the CIP server license is installed.
CPE: Card Personalization Equipment.

5.14 Technical Evaluation Process:

Technical evaluation of the response to the RFP based on the broad parameters (as indicated below) will be done by a committee. These parameters and weightages are only indicative. The Bank reserves the right to modify the parameters and weightages before opening of final Technical Bids.

1. **Technical evaluation Parameters**	Score
a. Configuration of Hardware, capability, flexibility, foot-print, ergonomics, form factor etc.	25
b. Technical Human strength and capability in offered hardware deployment, integration and modification and enhancement of the related software technologies.	25
c. Infrastructure and support services across the India to offer Just-in-time services.	25
d. Experience in similar projects	10
e. This project implementation plan and schedule	15
Total	**100**

- Technical Evaluation Committee will evaluate the responses and due weight-age as mentioned by the bidder in their proposals during the demo /presentation of the proposed terminal and reference Site visits.
- Minimum 75% of the Total Score will be required by Bidder to qualify in the technical evaluation.
- Technical Evaluation Committee decisions on markings will be final and will be binding on all the bidders. No Communication regarding marks will be entertained.

Service Level Parameters Requirements:

(To be included in the Technical Bids with confirmation on compliance)

Severity	**Peak hours**		**Off - Peak hours**		
	Response time	**Resolution Time**	**Response time**	**Resolution Time**	**Penalty**
Showstopper	Immediate	Immediate	Immediate	30 Minutes	For every delay of 1 hour in the resolution, shall attract a penalty of Rs. 2000 /-.
High	2 Hr	4 Hr	4 Hr	6 Hr	For every delay of 1 hour in the resolution, shall attract a penalty of Rs. 1000 /-.
Medium	4 Hr	6 Hr	6 Hr	8 Hr	For every delay of 1 hour in the resolution, shall attract a penalty of Rs. 800 /-.
low	SBD	NBD	NBD	NBD	For every delay of 1 hour in the resolution, shall attract a penalty of Rs. 500 /-.

****

PART 6 : BID FORM, PRICE SCHEDULES AND OTHER FORMATS (BF)

INDEX

FORMAT NUMBERS

BID FORM (TECHNICAL BID)
(to be included in Technical Bid Envelope) **FORMAT – 6.1.1**

Date :.............................

To,
Deputy General Manager
Central Bank Of India
Corporate Communication Department
Central Office,
Sorabji Bhawan,Fort
Mumbai – 40021

Reg.: RFP for Implementation of Smart Branch (Digital Banking) Setup.
Ref: Your RFF Ref: . CO:CCD:TXN-BKG: 2016-17:8 dated 8.05.2017
~~~~~~

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply , deliver and install Kiosks Terminals, in conformity with the said Bidding documents.

We undertake, if our Bid is accepted, to supply, deliver, install the Kiosks Terminals in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank of 10% of the Contract value for the period of the Contract plus three months for the due performance of the Contract, in the form prescribed by the Bank.

We agree to abide by the Bid and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid, which shall remain binding upon us.

Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988".
We understand that you are not bound to accept the lowest or any Bid you may receive.
Dated this .... day of .... 2017.

(Signature) _(Name)_ _(In the capacity of)_

Duly authorised to sign Bid for and on behalf of ______________________________
~~~~~~

FORMAT – 6.1.2

BID FORM (PRICE BID)
(to be included in Price Bid Envelope)

Date: ……………………….

Deputy General Manager
Central Bank Of India
Corporate Communication Department
Central Office,
Sorabji Bhawan,Fort
Mumbai – 40021

Reg.: RFP for Implementation of Smart Branch (Digital Banking) Setup

Ref: Your RFF Ref: . CO:CCD:TXN-BKG: 2016-17:8 dated 8.05.2017

~~~~~~

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the captioned solution, in conformity with the said Bidding documents as may be ascertained in accordance with the schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver, install and commission the system in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank of 10% of the Contract value for the period of the Contract plus three months for the due performance of the Contract, in the form prescribed by the Bank.

We agree to abide by the Bid and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid which shall remain binding upon us.

Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

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

Dated this ……. day of ……………………… 2017.

____

(Signature) *(Name)* *(In the capacity of)*

Duly authorised to sign Bid for and on behalf of _______________________________

FORMAT 6.2

NON-DISCLOSURE AGREEMENT

This Agreement made at ______________, on this _____ day of ________________ 2017.

BETWEEN

______________________________ a company incorporated under the Companies Act, 1956 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 "**CBI**" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **OTHER PART** and **CBI** 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 therefore. 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 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.

1. **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.

2. **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.

3. **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 etc., 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	**For and on behalf of**
________________	**CENTRAL BANK OF INDIA**
Name of Authorized signatory:	Name of Authorized signatory:
Designation:	Designation:

FORMAT – 6.3

Bill of Material(BOM) -Price Breakup Schedule

(To be submitted after Reverse Auction)

Total Equipment Cost with 01 year Warranty + 04 years AMC)

Table 1

S.No	Desciption	Total No. Of Units	Price Per Unit (INR)	Total Price (INR)
1.	Account Opening Kiosk	100	T1	
2.	Debit Card Printing Kiosks	100	T1	
3.	Bunch Note Acceptor	100	T3	
4.	Information Display Kiosk	100	T4	
5.	Passbook Printing Kiosk	100	T5	
6.	Middleware/Application for Centrallised Remote Monitoring and Management - CRMM (in case of multiple applications for each set of devices, the total cost of all the applications put together including server Hardware , OS , Database and any other third party software will be considered T6	DC & DR	T6	
7	Cost of Annual Technical Support (ATS) for 2nd , 3rd , 4th and 5th Year including Hardware and Software (Applications software , OS etc)		T7	
8.	Customization , configuration for the existing Kiosks terminals (657 in No.)		T8	
9.	Facility Management Resource (One resource)	60 months	T9 per month	
10.	Cost Per Man Day – This is exclusive for any future customization not in the current scope	1000 Man Days	T10	
TCO (Total Cost of Ownership) **T(A) =[(T1+T2+T3+T4+T5) * 100] +T6+T7 +T8+T9+T10**				
Total Cost of E – Lobby Kiosk Equipments = Rs. < in words (Total Cost) > only				

this .... day of 2017

Office Seal:
Place
Date:

Authorised Signatory

Name:
Designation:

FORMAT 6.4

BID SECURITY UNDERTAKING FORM
(FORMAT OF BANK GUARANTEE (BG) FOR BID SECURITY)
(ON A NON-JUDICIAL STAMP PAPER OF RS.100.00)

Deputy General Manager
Central Bank Of India
Corporate Communication Department
Central Office,
Sorabji Bhawan,Fort
Mumbai – 40021

Whereas ________________ having its registered office at __________________________ (hereinafter called "the Bidder") has to submit its bid dated _________ for Procurement of Kiosks Terminals as specified in Schedule of requirement against Tender Reference NO.______________________(hereinafter called "the Tender")
KNOW ALL MEN by these presents that we ___________________ having our Corporate Office at ____________ (hereinafter called "the Bank") are bound to Central Bank of India, (hereinafter called "The Purchaser") in the sum of Rs._______ (Rupees ________________ only) for which payment well and truly to be made to the Purchaser, the Bank binds itself, its successors and assigns by these presents.

The conditions of this obligation are:

1. If the Bidder withdraws their Bid during the period of Bid validity specified in the Tender: OR
2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity -
    a. Fails or refuse to execute the Contract or the Agreement/Forms as required OR
    b. Fails or refuse to furnish the Performance Security, in accordance with the instruction to Bidder.

We, ____ under take to pay to the Purchaser up to an amount of Rs._________(Rupees ___________________ only) upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of anyone or both of two conditions specifying occurred condition or conditions.
Notwithstanding anything contained hereinabove;

1. Our liability under this Bank Guarantee shall not exceed Rs._________ (Rupees ___________ only)
2. This Bank Guarantee shall be valid up to _________
3. 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 _________. After which the bank shall be discharged from its liabilities.

Date this ------------------- day of ----------------- 2017 at ---------

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

sd/- ---------------------------------------

FORMAT 6.5

ORGANISATIONAL PROFILE

(Include in Technical Proposal Only – Not to be included in Price Proposal)

CONSTITUTION 1. Proprietary 2. Partnership 3. Private Ltd. 4. Public Ltd.	:		
Established since Commercial Production of the solution on Offer started since	: :		
Address of Registered Office	:		
Category	:	i. Software Producer / Developer (Principal) ii. Hardware Manufacturer (Principal) iii. System Integrator / Solution Provider (Third-party) iv. Any Other (*please specify*)	
If Consortium, then specify name of members	:	1. 2.	
		Name	**Phone Nos. (with STD Codes)**
Names of Proprietor/Partners/ Directors	:	1.	
		2.	
		3.	
Number of Engineers familiar with the solution being offered	:		
Number of Total Employees	:		

Solution being offered, sold so far to:

Purchaser, with full address and Details of contact person (Phone, Fax and E-Mail)	Modules in Use	Date of Sale	Whether Warranty/AMC still continues
1.			
2.			
3.			

Note: Please support the above facts with documentary evidence. Please also attach Income- Tax Clearance Certificate (latest) Referral Letters from Clients mentioned above.

Signature of Bidder: ____________________________

Name: ____

Business address : ______________________________

Place:
Date:

FORMAT 6.6

SERVICE SUPPORT DETAILS FORM

City / Location	Postal Address, Telephone, Fax, E-Mail and Contact Details of Support Personnel	Office Working Hours (Please mention whether the Support Agency is Owned or Franchisee arrangement)	Number of Software Engineers capable of supporting the Software being offered	Owned or Franchisee .

****

FORMAT 6.7

PERFORMANCE BANK GUARANTEE

TO,

CENTRAL BANK OF INDIA
MUMBAI
-----------------.

In consideration of M/s Central Bank of India having Registered Office at Chandermukhi Building, Nariman Point, Mumbai 400 021 (hereinafter referred to as "Purchaser") having agreed for Implementation of Smart Branch (Digital Banking) Setup **(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 purchaser as to the due performance of the Solution, 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 Kiosks Terminals as per the terms and conditions of the said contract;**

1) 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 purchaser, forthwith on mere demand and without any demur, at any time upto -------------------- any money or moneys not exceeding a total sum of Rs---------(Rupees-----------only) as may be claimed by the purchaser to be due from the contractor by way of loss or damage caused to or would be caused to or suffered by the purchaser by reason of failure of POS Terminal to perform as per the said contract, and also failure of the contractor to maintain the POS Terminal as per the terms and conditions of the said contract.

2) Notwithstanding anything to the contrary, the decision of the purchaser as to whether the supplied Kiosk Terminal(s) and Middleware / Application software(s) has failed to perform as per the said contract, and also as to whether the contractor has failed to maintain the Kiosks Terminals 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 purchaser to establish its claim or claims under this Guarantee but shall pay the same to the purchaser 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 purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the purchaser and the contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

3) This Guarantee shall expire on ----------------; without prejudice to the purchaser'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).

4) The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of the purchaser 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 purchaser under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or the purchaser certifies that the terms and conditions of the said contract have been fully carried out by the contractor and accordingly discharges the Guarantee.

5) 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.

6) The Bank agrees with the purchaser that the purchaser 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 purchaser 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 purchaser or any other indulgence shown by the purchaser 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.

7) 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 purchaser by any amalgamation or absorption or with the contractor, Bank or the purchaser, but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.

8) 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 un-cancelled 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.

9) 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.

10) 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).

11) 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 ------------------ 2017 at ----------

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

sd/- ---

Format 6.8

UNDERTAKING FOR SUPPORT SERVICES

To:

Deputy General Manager
Central Bank Of India
Corporate Communication Department
Central Office,
Sorabji Bhawan,Fort
Mumbai – 40021

Reg.: RFP for Implementation of Smart Branch (Digital Banking) Setup**.**
Ref: Your RFF Ref: . CO:CCD:TXN-BKG: 2016-17:8 dated 8.05.2017

We undertake, that adequate specialized expertise are available to ensure that the support services are responsive and We assume total responsibility for the fault free operation of the solution proposed and maintenance during the contract period.

We undertake that during support Period we will maintain an minimum Uptime of 99.99**%** on quarterly basis for the entire/core solution proposed, with a MTBF(Mean time between failure) of 90 days.

Dated this .... day of 2017

_______________________________ _______________________________
(signature) *(in the capacity of)*

Duly authorized to sign Proposal for and on behalf of

____

Format 6.9

UNDERTAKING FOR CONSORTIUM SUPPORT SERVICES

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

Mumbai – 40021

Reg.: RFP for Implementation of Smart Branch (Digital Banking) Setup

Ref: Your RFF Ref: . CO:CCD:TXN-BKG: 2016-17:8 dated 8.05.2017

We hereby certify that:

1) The systems offered and / or other services or solution of another consortium member and the solution proposed by us will operate effectively on the system proposed by us.

2) We further confirm that we accept full responsibility for its successful operation.

3) We further undertake that we will be only single point of contact for any/all purpose.

4) We further submit that we do have a back to back agreement with all the consortium members. We further submit that required uptime, agreement to provide necessary support is available. We enclose documentary proof copy of agreement with the consortium members or service providers.

Dated this .... day of 2017

_______________________________ _______________________________

(signature) *(in the capacity of)*

Duly authorized to sign Proposal for and on behalf of

____

Note: The certificate is applicable if bidder offers the products / services through its consortium member.

CONFIRMITY TO ELIGIBILITY CRITERIA

Format 6.10

Sr. No.	Eligibility Criteria	Required Documentary Evidence
1	The Bidder should be registered in India since last three years. The bidder should be an Original Equipment Manufacturer (OEM) or an Authorized Reseller. If bidder is the reseller, then an OEM authorisation certificate should be provided in the name of the reseller. The OEM may use the reseller address as their representative in India. And the Reseller can use the OEM credentials to meet the requisite eligibility criteria's as per the requirement of the	The Certificate of Incorporation issued by Registrar of Companies along with the copies of Memorandum and Articles of Association are required to be submitted along with the technical bid.
2	The OEM should have supplied minimum 50 Kiosk terminal(s) each of (AOK,Cash Recycler,CDK,MFK,DCPK,Cheque Book Printing , Inquiry Kiosks ,etc) to Scheduled Banks in India or Banks in abroad in the last 3 years . The equipment / model offered should have been successfully installed in India or abroad as on 31.03.2017 .The bank reserves the right to inspect such installations while evaluating the Technical eligibility	Supported by documentary evidence and also copies of the Service Contracts wherever entered
3	Operating System of the terminal proposed should have an industry proven track record for more than a year. The OEM shall provide free of cost any upgradation in the Operating System / software / application required for proper functioning of the devices throughout the Contract Period. The OEM shall submit such declaration along with the technical bid.	Undertaking from the bidder
4	The bidder should have an average annual turnover of INR 5 Crores (INR Twenty Five Crores Only) from selling of machines only for the last three years. The OEM can provide their Balance sheet as the eligibility criteria, if OEM is bidding through an Authorized reseller.	Audited Financial statements for the relevant years to be submitted.
5	The bidder must be having positive net worth in each year during last three years (2013-14, 2014-15 and 2015-16).	Audited Financial statements for the relevant years to be Submitted.
6	Bidder should not have been blacklisted by any PSU bank in India/ IBA / RBI during the last five years.	A self-declaration letter on the Company's letterhead should be submitted along with technical bid..
7	The bidder should have permanent office in India with easy access.	Address details to be submitted

8	The successful bidder shall have Service centre in major cities or should setup a service centre at major centres	Self-declaration with List of branch / service centre / franchises with full details of Name, Address / Telephone Numbers should be attached..
9	Bidder should not have been declared as NPA by any Bank or Institution. Self-Declaration to be submitted along with the Bid.	Self declaration
10.	The OEM MUST have capabilities and necessary certifications for manufacturing Europay MasterCard Visa (EMV), Payment Card Industry Security Standards Council (PCISSC) Standards e.g. PCI PTS, PCI PADSS, PCI DSS compliant products. It is the responsibility of OEM to maintain these certification for the Contract Period. All devices should be PCI PED (PIN Entry Device)/PTS (PIN Transaction Security) 3.0 certified. The Bidder should provide the necessary documentary proof to this effect. EMV certification (including Level-2 and Business Application) of terminals for Bank's Technology Service Providers will be the responsibility of the Bidder and the cost for the same will also have to be borne by the Respondent(s)/terminal vendor	Copy of the Certificate to be submitted.
11.	The terminals offered should be certified by MasterCard, Visa, Amex, NPCI, DFS/Diners, China Union Pay/JCB etc. and should accept these cards. Terminals should meet the standards prescribed from time to time by such agencies.	Copy of the Certificate to be submitted.
12	The terminal vendor/Respondent(s) should provide the Bank (CBI) or its representative, technology partner or its customer, the SDK (Software Development kit) and TMS (Terminal Management System) for its usage. The Kiosk terminal costs quoted in the financial bid should be inclusive of these.	Self Certificate
13.	The Bidder should have capabilities to supply terminals that can process all form factors of cards such viz., Mag-stripe, Chip, Contactless, RFID, Near Field Communications, Biometrics cards etc. and also the terminals offered should support all types of Credit, Debit and Pre-paid contact and contactless cards.	Self Certificate

14	The Bidder should have capabilities to supply terminals that can process all form factors of cards such viz., Mag-stripe, Chip, Contactless, RFID, Near Field Communications, Biometrics cards etc. and also the terminals offered should support all types of Credit, Debit and Pre-paid contact and contactless cards. Terminals should be upgradable or should have provision to capture data for biometric authentication.	Self Certificate
15	The terminals offered should support signature based, Chip based, Contactless (NFC) and PIN based cards.	Documentary proof.

Undertaking of Authenticity Format 6.11.

To.
Deputy General Manager
Corporate Communication Department
Central Office,
Sorabji Bhawan,Fort ,Mumbai – 40021

Reg.: RFP for Implementation of Smart Branch (Digital Banking) Setup

Ref: Your RFP Ref: . CO:CCD:TXN-BKG: 2016-17:8 dated 8.05.2017

With reference to the equipment being quoted to you vide our Quotation No:__________ dated __________, we hereby confirm that all the components /parts /assembly / software etc. used in the equipment to be supplied shall be original new components / parts / assembly / software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components /parts/ assembly / software shall be supplied or shall be used. We also undertake to produce certificate from the Original Equipment Manufacturers (if required by you) in support of the above statement at the time of delivery / installation

2. We also confirm that in respect of licensed operating systems and other software utilities to be supplied, the same will be procured from authorized sources and supplied with Authorised License Certificate (eg Product keys on Certification of Authenticity in case of Microsoft Windows Operating System)

3. In case of default and the Bank finds that the above conditions are not complied with, we agree to take back the equipment supplied and return the money paid by you, in full within seven days of intimation of the same by the Bank, without demur or any reference to a third party and without prejudice to any remedies the Bank may deem fit.

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

5. We also take full responsibility of both parts & Service SLA as per the content even if there is any defect by our authorised Service Centre / Reseller / SI etc.

Dated this .... day of 2017

____

(Signature) *(Name)* *(In the capacity of)*

Duly authorised to sign Bid for and on behalf of

Format 6.12

GUIDELINES, TERMS & CONDITIONS AND PROCESS FLOW FOR E-PROCUREMENT AUCTION

Introduction:

Central Bank of India intends to use E procurement Auction (Reverse Auction) process in place of submission of commercial bids of RFP.

This annexure consists of rules for E Procurement Auction, Terms and conditions and Formats for submission of acceptance by the bidders.

Rules for E Procurement Auction (Reverse Auction):

a. APPLICABILITY:

i. Reverse Auctions are carried out under the framework of rules that are called Rules for Reverse Auction.

ii. All bidders participating in Reverse Auction shall understand/ accept and give an undertaking for compliance with the same to the Bank in the prescribed format as specified in Format-A.

iii. Any bidder not willing to submit such an undertaking shall be disqualified for further participation respecting the procurement in question.

b. ELIGIBILITY:

Only bidders who are technically qualified and who submit the prescribed undertaking to the Bank alone can participate in Reverse Auction relevant to the procurement for which RFP is floated.

c. COMPLIANCE/ CONFIRMATION FROM BIDDERS:

i. The bidders participating in Reverse Auction shall submit the following duly signed by the Competent Authority who signs the offer documents in response to the RFP:

a) Acceptance of Rules for Reverse Auction and undertaking as per format in Format-A.

b) Agreement between System Integrator and bidder. (This format will be given by the System Integrator prior to announcement of Reverse Auction.)

c) Letter of authority authorizing the name/s of official/s to take part in Reverse Auction as per format in Format-B.

d. TRAINING:

i. The Bank will facilitate training for participation in Reverse Auction through the System Integrator for the Reverse Auction. During the training the

Bidders shall be explained the rules related to the Reverse Auction to be adopted. Bidders are required to give compliance on it before the start of bid process.

ii. Wherever necessary, the Bank / System Integrator may also conduct a ‘mock reverse auction’ to familiarize the bidders with Reverse Auction process.

iii. Any bidder/bidder not participating in training and/or ‘mock reverse auction’ shall do so at his own risk and it shall not be open for him to make any complaint/grievance later.

iv. Each bidder / bidder shall participate in the training at his / their own cost.

e. DATE/ TIME FOR TRAINING:

i. The Venue, Date, Time etc. for training in Reverse Auction shall be informed later.

ii. No request for postponement / fixing of Training Date / Time shall be entertained which in the sole view and discretion of the Bank might result in any avoidable delay to either the Reverse Auction or the whole process of selection of bidder.

f. DATE/ TIME OF REVERSE AUCTION:

i. The Date and Time of commencement of Reverse Auction as also Duration of 'Reverse Auction Time' shall be communicated at least 2 working Days prior to such auction Date.

ii. Any force Majeure or other condition leading to postponement of auction shall entitle the Bank to postponement of auction even after communication, but, the Bank shall be obliged to communicate to all participating bidders the 'postponement' prior to commencement of such 'Reverse Auction'.

g. CONDUCT OF REVERSE AUCTION:

i. The Reverse Auction shall be conducted on a specific web portal meant for this purpose.

ii. The Reverse Auction may be conducted by the Bank itself or through a System Integrator specifically identified/ appointed/ empanelled by the Bank.

h. PROXY BID:

i. A proxy bid is one where bidder can submit the lowest bid amount by him in strict confidence to the system directly. This obviates the need for him participating in the bidding process until the proxy bid amount is decrementally reached by other bidders.

ii. When proxy bid amount is reached, the bidder has an option to revise the proxy bid amount or he can prefer to start participating in bidding process.

iii. Since it is an English auction with no ties, two bidders submitting identical proxy bid amount and succeeding in auction simultaneously does not arise.

iv. During training, the issue of proxy bidding will be clarified in detail by the System Integrator.

i. TRANSPARENCY IN BIDS:

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

j. MASKING OF NAMES:

ii. Names of bidders shall be masked in the Reverse Auction process and bidders will be given dummy names.

k. START PRICE:

i. Bidders will fill the unit cost of the line items mentioned in Appendix 1 Form 02 of RFP before the start of the bidding time as mentioned in clause no. f of this document. Once the bidding time starts the system will show the total value (D) as per Appendix 1 Form 02 of RFP. This total value is taken as the start price of the bidding process.

l. DECREMENTAL BID VALUE

i. The bidders shall be able to bid only at a specified decrement value and not at any other fractions. The Bid decrement value shall be Rs. 10,00,000.00. The bid decrement value shall be in multiples of Rs. 10,00,000.00.

ii. The web portal shall display the next possible decremental value of bid. It is not, however, obligatory on the part of bidders to bid at the next immediate lower level only. (That is, bids can be even at 2 or 3 lower levels than the immediate lower level).

iii. Decremental value will be appropriated across the line items of Format 5 (BOM) of RFP proportionately by the system.

m. REVERSE AUCTION PROCESS:

i. The procurement process shall be completed through a single Reverse Auction.

ii. The Bank shall however, be entitled to cancel the procurement of Reverse Auction process, if in its view procurement or reverse auction process cannot be conducted in a fair manner and / or in the interest of the Bank.

iii. The successful bidder shall submit a confirmation of acceptance of the last bid price of auction within 30 minutes of closing of the auction to Bank either through Fax or E-Mail. The successful bidder has to submit the final bill of material as per Appendix 1Form 02 of RFP duly signed by the authorized official to Bank within 2 hours of close of auction by mail / fax.

iv. In the event of circumstances like no power supply, system problem, loss of internet connectivity, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc., the bidder has to ensure that they are able to convey their bidding price to the System Integrator by way of FAX, who will upload the Faxed price online on behalf of the bidder and confirm the receipt of FAX to the System Integrator. This shall be done before the closure of bid time. The bidder has to ensure that the sufficient time is given to the System Integrator to upload the faxed prices online. In case the required time is not available with the System Integrator at the time of receipt of fax message, the System Integrator will not be uploading the prices. It is thus requested from the bidders not to wait till the last moment to quote their bids so as to avoid any such complex situation.

v. All eligible bidders are requested to ensure that they have a valid digital certificate well in advance to participate in the Reverse auction process. The cost of digital certificate has to be borne by the bidder only.

vi. Bidders shall participate in the training or mock auction at their own cost.

o. CHANGES IN BUSINESS RULES:

i. Any changes made in Rules for Reverse Auction shall be uploaded on the Website of Bank and will be informed to the eligible bidders before commencement of Reverse Auction.

p. OTHER INSTRUCTIONS:

i. No bidder shall involve himself / itself or any of his / its representatives in any price manipulation directly or indirectly with other bidders. If any such practice comes to the notice, Bank shall disqualify the bidder / bidders concerned from the reverse auction process.

ii. Bidder shall not disclose details of his bids or any other details concerning Reverse Auction process of the Bank to any other third party without specific permission in writing from the Bank.

iii. Neither Bank nor System Integrator can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc.

q. ERRORS AND OMISSIONS:

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

Terms and conditions of Reverse Auction:

a) Each bidder will get a unique User Id and Password and bidders are requested to change the Password after the receipt of initial Password from the System Integrator. All bids made from the User ID given to the bidder will be deemed to have been made by the bidder.

b) The auction type is English Reverse No Ties.

c) The duration of Auction will be of 30 minutes. If some bidder is bidding during the last 5 minutes of Auction closing, the Auction time will get extended for another 5 minutes from the time of the last accepted bid. Such extension will be allowed to continue till no bid is placed within 5 minutes of the last quote of such extended time. Total number of the extensions is restricted to maximum 10.

d) Auto-bid feature will be enabled from the start time of bidding. This feature will be explained during training to the bidders.

e) Central Bank of India reserves the right to reject any or all the bids without assigning any reason whatsoever.

f) There shall be no variation between the on-line bid value and signed document to be submitted by the L1 bidder.

g) Bidding will be conducted in Indian Rupees (INR).

h) The bidder has to quote the total cost of items mentioned in Annexure 5 of RFP (Line item Nos 1 and 2). Bank will arrive at TCO as per the format mentioned in the Annexure 5 after closure of bidding.

i) The TCO arrived by the Bank after closure of reverse auction is final and shall be accepted by the L1 bidder.

j) The bids (Commercials) shall be firm for a period as specified in RFP and shall not be subjected to any change whatsoever.

k) Bidder has to submit acceptance to the terms and conditions of Reverse Auction and required compliance and other formats as mentioned in this document along with technical bids.

l) Bidder is not required to submit commercial bids in hard copy in a separate cover as mentioned in RFP . CO:CCD:TXN-BKG: 2016-17:8 as Bank has decided to adopt Reverse Auction process for finalization of the bidder for placing the order.

m) Only those bidders who are technically qualified and competent to provide the required solution as per RFP . CO:CCD:TXN-BKG: 2016-17:8 are only eligible to participate in Reverse Auction Process.

n) All eligible bidders are requested to ensure that they have a valid digital certificate well in advance to participate in the Reverse auction process.

o) All other terms and conditions of the RFP no. CO:CCD:TXN-BKG: 2016-17:8 remain unchanged.

COMPLIANCE AGREEMENT FORMAT 6.12A

We communicate our unconditional acceptance to the following terms and conditions of RFP . CO:CCD:TXN-BKG: 2016-17:8 for participating in the E Procurement Auction (Reverse Auction):

1. We acknowledge that we have received, read, understood and agreed to all terms (including payment terms) in the Tender Document no. . CO:CCD:TXN-BKG: 2016-17:8 for "RFP for Procurement of Kiosks Terminals and empanelment of vendors" in connection with the reverse auction event held by CENTRAL BANK OF INDIA & to be conducted by ____________________.

2. We agree that we cannot change Price or Quantity or Quality or Delivery terms or Technology & Service levels (or any other terms that impact the price) post the bid event without prior consent of CENTRAL BANK OF INDIA.

3. We agree that we are deemed to have accepted the auction rules on participation at the bid event. CENTRAL BANK OF INDIA will make every effort to make the bid process transparent. However, the award decision by CENTRAL BANK OF INDIA would be final and binding on us.

4. It has brought to our attention that the bid event will be primarily only for price discovery. We have communicated our acceptance to the terms and conditions of RFP CO:CCD:TXN-BKG: 2015-16:5

5. We agree not to divulge either our bids or those of other suppliers to any other external party.

6. We agree to non-disclosure of trade information regarding the purchase, part specifications, and identity of CENTRAL BANK OF INDIA, bid process, bid technology, bid documentation and bid details. CENTRAL BANK OF INDIA TENDER documents remain the property of CENTRAL BANK OF INDIA and all suppliers are required to return these documents to CENTRAL BANK OF INDIA upon request.

7. Inability to bid due to telephone line glitch, Internet response issues, software or hardware hangs will not be the responsibility of __________or CENTRAL BANK OF INDIA. However every effort will be made to ensure availability of technology resources to enable continuous bidding.

8. _________ does not take responsibility beyond the bid event. Order finalization and post order activities such as shipment, payment, warranty etc would be transacted directly between us and CENTRAL BANK OF INDIA.

9. CENTRAL BANK OF INDIA's decision will be final and binding on us and would be based on Strategic Sourcing Evaluation, Current Service Performance, Online Auction Results and Actual Compliance of Agreed Specifications. However, Auction result is a critical factor in the decision-making process.

10. Our participation in a bid event is by invitation from CENTRAL BANK OF INDIA. Any other suppliers, including those registered on ________ do not automatically qualify for participation.

11. Pseudonyms (aliases) will be assigned to respective suppliers just before the commencement of the bid event. These are not to be disclosed before, during or after the bid event.

12. Splitting of the award decision over a number of suppliers or parts or over time (as in the case of staggered deliveries) will be at CENTRAL BANK OF INDIA's discretion.

13. Bids once made cannot be withdrawn or modified under any circumstances. Only blatant typing errors would be withdrawn from bid by ______ in consultation with CENTRAL BANK OF INDIA. The decision of CENTRAL BANK OF INDIA would be final and binding on all bidders.

14. CENTRAL BANK OF INDIA has the right to decide to extend, reschedule, cancel or re-open the auction.

15. We shall indemnify and hold __________ , its subsidiaries, its successors and assigns, officers, employees and agents harmless from any direct or indirect loss or damage and or claims for personal injury or property damage caused by any manufacturing defect in the Products or by our negligent or fraudulent act, omission or willful misconduct or breach of any term of this Agreement.

16. __________, any of its related companies, any of its owners, employees or other representatives will not be liable for damages arising out of or in connection with the use of the website. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages and claims of third parties.

17. __________ does not guarantee continuous, uninterrupted or secure access to its services, and operation of the site may be interfered with by numerous factors outside of __________'s control.

18. Please note that CENTRAL BANK OF INDIA may consider debarring a supplier in the event the supplier violates terms and conditions mentioned in this compliance agreement.

19. We have read the CENTRAL BANK OF INDIA technical specifications & drawings for various products in detail & have agreed to comply with Quality, Technology & Service expectations.

20. Product specifications offered in technical bid will remain unchanged. No diversification / substitution of products will be entertained.

We agree to have read and understood the Compliance Agreement in its entirety and agree to abide by this Statement.

Name: **Stamp:**

Designation: **Place:**
Date:

Organization: **Signature:**

Format 6.13-UNDERTAKING IN RESPECT OF LABOUR LAWS

(Self Adhesive non-judicial stamp of worth---to be affixed)

From:

M/s. ………………………………………………………………………..(Contractor)

To,

General Manager-IT, Department of Information Technology, Central Bank of India,Sector-11,

Plot Number-26, CBD Belapur, Navi Mumbai-400614, Maharastra.

Sub: (1) Purchase Order No. ………………………….. dt. ……………………….

(2) Agreement No. …………………………… dt. ……………………….

THIS INDEMNITY BOND/UNDERTAKING executed at ……………………this ……………………………day of……………………..2017 by Messer's …………………………………………hereinafter called the "Contractors" (which expression shall mean and include if the context so admits, his respective heirs, executors and administrators; its successors and assigns in law) in favour of General Manager-IT, Department of Information Technology, Central Bank of India,Sector-11,Plot Number-26, CBD Belapur, Navi Mumbai-400614, Maharastra., herein after called "the Bank" (which expression shall include its successors and assigns in law).

WHEREAS the Bank, desirous of having executed certain work specified in the Purchase order No. ……………………………… dated ………………….. issued by the Bank on the Contractor, has caused drawings, specifications and bill of quantity showing and describing the work to be done prepared and the same have been signed by or on behalf of the parties hereto AND WHEREAS the Contractors have agreed with the Bank to execute and perform the said work specified in the said Purchase Order upon certain terms and conditions provider in the Agreement executed between the Contractors and the Bank and also contained in the General Conditions of contract.

AND WHEREAS the Contractors are bound by law to comply with the provisions of various Labour Laws like Minimum Wages Act 1948, Equal Remuneration Act 1976, Inter-State Migrant Workmen (Regulation of Employment and conditions of Service) Act 1979, Contract labour (Regulation and Abolition) Act 1970, Workmen's Compensation Act 1923, Employees State Insurance Act as also the Provident Fund Act providing for Provident Fund Scheme for labourers engaged by the Contractors but in the event of violation of the provisions of various amenities and facilities to the workers under the different labour laws, not only the Contractors but also the Bank as the principal employer becomes liable for the acts of omission and commission by the Contractors.

IT IS THEREFORE THE INTENT OF THIS INDEMNITY BOND UNDERTAKING BY THE CONTRACTORS to indemnify and keep indemnified the Bank as staled hereinafter.

1. The Contractors hereby undertake to furnish a certificate with regard to the number of labourers employed by them in the Bank's authorized officer ,where the works is undertaken by the Contractors.

2. Should the above specified statutory act requires registration with the concerned labour authority, the Contractors hereby confirm and state that they will arrange for registration under Contract Labour (Regulation and Abolition) Act 1970 and as amended from time to time and that they undertake to furnish a certified copy of the requisite License obtained from the competent authority to the Bank's representative.

3. The Contractors hereby undertake to keep proper record of attendance of his employee (including labourers/Worker) and will give opportunity to the officers of the Bank to supervise the same and confer upon the Bank's representative the right to countersign the said register. The Contractors shall provide a copy of pay sheets to the officer- in- charge of the Bank, nominated by the Bank for supervision of the payment of wages made to the Employees/labourers by the Contractor and also confer the right on the Bank's representative to supervise the payment of wages to the Employees/labourers/Worker on the places whenever required by the Bank.

4. The Contractor state that they are fully aware of the provisions of the Provident Fund Act. Particularly with regard to the enrolment of labourers/Workers as a member of Provident Fund. The Contractors further confirm that they are aware of the provisions and that they are obliged to recover Provident Fund contribution from the eligible labourers/Workers engaged by them and after adding their own contribution, remit the same to RPFC. The contractors state and confirm that they are fully aware of their obligation to remit the said amounts on account of Provident Fund to the RPFC within the prescribed period and that they have obtained a separate code number from the Regional Provident Fund Commissioner which is bearing Sanction No. ….……………………… dated …………………….. from RPFC.

5. The Contractors will afford all opportunities to the officers of the Bank whenever required to verify that the Provident Fund is actually deducted by the Contractors from the wages of the Employees/labourers/Workers and the same together with the Contractor's contribution has been duly remitted by the Contractors to the concerned P.F. Commissioners. The Contractors also undertake to provide photocopy of the receipt issued by the concerned P.F. commissioner for having received the P.F. contribution from the Contractors.

6. In the event the Authorized officer of the Bank is not satisfied about the payment of wages made and the recovery of P.F. etc. from the labourers/Workers employed by the Contractors, the Contractors hereby agree and authorized the Bank to withhold the payment of their bills till the contractor's complete all their obligations.

7. Notwithstanding the provisions contained in clause 6 above, the Contractors hereby undertake and authorized the Bank to recover dues payable by the Contractors to the labourers employed by them as also amount on account of P.F. contributions (including the Contractor's contribution) as also all losses, damages, charges, expenses, penalties from their bills and other dues including the security amounts.

8. The Contractors hereby agree, confirm and declare that they have fully complied and will comply with the provisions of various labour laws, particularly those referred to herein above and that no violation of the provisions of various amenities and facilities to the workers under different laws has been done by them and in the event of any past or future violation of the various labour laws, the contractors shall indemnity and keep the Bank duly indemnified against all losses, damages, costs, charges, expenses, penalties, suits or proceedings which the Bank may incur, suffer or be put to.

9. The contractors hereby agree that the aforesaid indemnity undertakings are in addition to and not in substitution of the terms and conditions contained in the tender documents and the work order and also the Agreement executed by the Contractors with the Bank.

10. The Contractor hereby confirm, agree and record that these terms of undertaking and indemnity shall be irrevocable and unconditional and shall be binding on their heirs, executors, administrators and legal representatives and shall ensure for the Bank's benefit and for the benefit of its successors and assigns.

11. That all questions, issues, disputes and differences between the contractor and the Bank arising under this indemnity bond undertaking shall be referred to arbitration and applicable provision in the same meaning as indicated in the contract executed between the contractors and the Bank.

Date:

Yours faithfully,

Witness (1) ……………………………………………

(Full address) …………………………………………..

…………………………………………………………..

Witness (2) ……………………………………………..

(Full address) …………………………………………...

…………………………………………………………..

PART 7 - SCHEDULE OF DATES, AMOUNTS ETC. (SDA)

7.1	Bid Security Amount	Rs. 50,00,000/-
7.2	Bid Validity Up to	180 days from the last date Stipulated. For receipt of responses to the Bid
7.3	Period within which Performance Security or Amendment thereto is to be submitted by the Successful Bidder upon notification of Award Of Contract	21 days
7.4	Period within which the Successful Bidder should Sign the Contract after receipt of the Form of Contract.	7 days
7.5	Period of Contract (from the Date of Award of Contract)	5 Years
7.6	Performance Security Amount	10% of the contract value
7.10	Required period of validity of the Performance Security	60 months
7.11	Period within which Bank will return the Performance Security subject to terms mentioned in clause 4.6.4	90 days
7.14	Period within which Delivery of the terminals will be made.	Within 4-6 Weeks ,as and when Bank place the indent during period of 18 Months. Ref clause 2.2.4

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