



(Sponsored by Syndicate Bank)
A Govt. of India Undertaking

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Sub: RFP for Supply of Van-mounted ATMs & peripherals on the Vans owned by the Bank (Force Travelers – 2 no's).

Tender Documents Details

| | |
|---|---|
| Tender Reference Number and Date | Ref: PBHO/DIT/121/2018, DATED:09-05-2018 |
| Last date of seeking Clarifications | 02-June-2018 |
| Date of submitting the Bid Documents | 04-June-2018 up to 14:00 Hours |
| Date of opening of technical Bids | 04-June-2018 up to 16:00 Hours |
| Date of opening of commercial Bids | 05-June-2018 up to 16:00 Hours |
| Bid Security | Rs 200000 valid upto OCT 2018 in form of Bank Guarantee. |
| RFP cost | Non-refundable Rs.5000/ in form of DD or Bankers Cheques/NEFT (BGL/Account#: 98801902002 IFSC Code: PRTH0000001 and share the UTR number) |

The RFP document is available at our Bank's website <http://www.prathamabank.org/tenders.html> and can be downloaded from website

Clarifications, Modifications and date extensions etc if any would be published on the Bank's Website only. No individual communications or paper publications will be undertaken for the same.

Issued by:

General Manager
Prathama Bank
Head Office
Ramganga Vihar –Phase –II
MORADABAD-244001

Contact Person: Vivek Sharma – 7500245045 (SPOC for this RFP)

Contact Numbers:

05912455176, 178,179

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TO,

ALL ELIGIBLE VENDORS

Sub: RFP for Supply of Van-mounted ATMs & peripherals on the Vans owned by the Bank (Force Travelers 2 no's) with necessary fabrication works.

We request you to submit your best quotes for supply, installation and maintenance of ATMs and peripherals to be mounted on Bank Owned Van's (2 no's) – Force Travelers along with necessary fabrication work for the Vans to suit ATM Operations and Demonstration of Banking FI product/other banking product. Detailed Scope of Work is provided in Annexure I-A.

Vendor wants to inspect the physical vehicles may visit our office in working hours or see the images link provided below:

<https://drive.google.com/open?id=1FC7QUyZqfEjQXCB0OcubJ51KdjzQCZh>

Pre-Qualification Criteria:

- The bidder should have at least two years experience in supplying, commissioning and maintenance of Mobile ATMs Van's /FI Product demonstrator Van's supplier to Banks/Financial organizations/Govt. Organization in India for the last 2 years. As documentary proof, letters issued by the Organization where it is supplied, with No. of locations and its satisfactory performance are to be submitted along with the technical bids.
- Bidder/OEM should have a service centre in bank operational area or within 100 KM of bank operation area.
- The bidder should be a profit making company/firm during the last 2 consecutive financial years in the business of ATMs, FI-Van technology demonstrator etc. As documentary proof B/S & P&L are to be submitted.
 - The Bidder should have at least 01 direct support offices in Bank operational area. Proof of the same is to be enclosed.

The Bidder should submit proof in support of all Pre-Qualification Criteria while submitting the bid proposals. Failing which, the Bid proposal will be treated as technically non-responsive.

Disclaimer:

This RFP is not an offer by Prathama Bank, but an invitation to receive response from vendors. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officers of Prathama Bank with the vendors.

Authorization to Bid:

The proposal/Bid being submitted would be binding on the Vendor. As such, it is necessary that authorized personnel of the firm or organization sign the BID. The designated personnel should be authorized by a senior official of the organization having authority to do so. The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a Bid commitment. The letter should also indicate the

complete name and designation of the designated personnel. Necessary resolutions/authority/ Power of attorney available shall be enclosed. In case the principal vendors authorize their business partners or authorized distributors to bid on their behalf, a separate authorization letter as per format enclosed, with a commitment to fulfill the terms of the RFP should be submitted. It is mandatory that such of those business partners/authorized distributors should have service support centers on within the operational area of the Bank.

Following instructions may please be taken note of in this connection.

Offer shall be submitted for Items for the full schedule of requirements. Price bids are to be submitted separately.

1) Bid Security and Cost of RFP:

1.1) BID SECURITY:

The Bidder shall furnish, as part of its Bid, a Bid security for an amount of **(2, 00, 000 /–Two Lac Rupees)** in the form of a Bank Guarantee issued by a reputed Bank in India other than Prathama Bank and acceptable to the Bank in the format enclosed **valid up to Oct -2018** and to be submitted along with the **Non-price Bid**.

- A) The successful Bidder's bid security will be discharged upon the Bidders signing the contract Agreement & furnishing the performance security for **10%** of the contract value for the warranty period plus 3 months grace period. Unsuccessful Bidder's bid security will be discharged or returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the purchaser.
- C) The Bid security may be forfeited:
 - i) If a Bidder withdraws its Bid during the period of Bid validity; or
 - ii) In case of a successful Bidder, if the Bidder fails:
 - a) To sign the Contract / SLA within the stipulated time or
 - b) To furnish Performance Security valid till the end of warranty period within the stipulated time.

1.2) Submission of Bid

Bid shall be submitted in 2 (two) separate sealed envelopes, one '**Non Price Bid**' (Technical Offer) and other '**Price Bid**' (Commercial Offer) clearly mentioning on top of the envelope '**Non-Price Bid**' or '**Price Bid**', duly super scribing the envelope with the reference number of this letter, due date, name of the Bidder, Offer reference number etc.

All Bid Documents are to be properly filed in a box file and all pages of the non-price/price bids should be numbered serially (1/xxx, 2/xxx (where xxx is last page number of Bid document)) and should bear the **company's seal and signature/s of the authorized person/s on all pages**.

ENVELOPE-I: Non-Price Bid (Technical Offer):

The Non-Price Bid (Technical offer) should be complete in all respects and contain all information asked for, **except prices**. The technical offer should not contain any price information. The Technical Offer should be complete and indicate that all products and services asked for are quoted. For example, the Technical Offer should mention that AMC charges are included in the Commercial Offer, without mentioning the actual amounts in the Non-Price Bid and terms of Payment, Delivery and any other conditions, which may appear in the Price Bid. The Bidder should enclose a copy of the Masked Price Bid as per price schedule without the prices (please put 'x' mark wherever prices are quoted) along with other bid documents for evaluation purpose.

ENVELOPE-II: Price Bids (Commercial Offer):

The Price Bids (Commercial Offer) as per Annexure-C should give all relevant price information and should not

contradict the Technical Offer in any manner. **Please note that if any envelope is found to contain both technical and commercial offer together or price of item disclosed any stage before opening the price bid, that offer will be rejected summarily.**

The best and firm price should only be quoted (as per the Performa enclosed).

The Technical Bid (Non-Price Bid) will be opened first for evaluation. The Price Bids will be opened only if the Technical Bid is found responsive. The technical bid should necessarily contain all Technical details and terms of Payment, Delivery and any other conditions.

- Bidder's proposal should strictly conform to the Technical specifications and other terms and conditions.
- Proposals not conforming to the specifications will be rejected summarily.
- Any incomplete or ambiguous terms/conditions/quotes will disqualify the offer.

The details required as per Annexure shall also be enclosed without fail. The Bank may reject any proposal not containing all the requirements called for in various Annexure. Technical/Commercial Bids must contain required/relevant information on all the items including optional items, if any without fail.

2) Deadline for Submission

The last date for submitting the proposals along with Bid security is **21 May 2018 by 14.00 hours** at Head office. Any proposal received after the due date and time will not be considered. Both Price and Non-Price bids complete in all aspects should be submitted to **Sri B. Venkat Ram Narsaiah, General Manager, Prathama Bank, Head Office, Ram Ganga Vihar Phase-2, Moradabad UP 244001** within the above stipulated date.

3) Documents to be submitted by Bidder

The Bid should consist of the following documents:

- a. Price Bid in a separate cover.
- b. Non-Price Bid (Masked price Bid) consisting of all technical specifications and other commercial terms/annexure as per RFP and original Bid security (copy of the price bid without the prices (masked price bid) should be enclosed).
- c. Manufacturers Authorization form as per ANNEXURE–E, if applicable.
- d. Technical Specifications as per Annexure I(A) as per the format prescribed on this RFP are to be furnished item wise. Please furnish full details, ensuring strict conformity with the specifications in every respect, in order to avoid ambiguity. The software, if any, shall be supplied with Media, Manual and paper License and License should not dependent on machine. Relevant Detailed Product Brochures shall be submitted for each item with the proposal.
- e. A list of Service Centers throughout the services area of the Bank shall be furnished as per **ANNEXURE–G**.

4) Delivery, Installation and maintenance:

- a) The bidder to coordinate in respect of all the works relating to this particular RFP.
- b) The bidder is responsible to pick up the Van's from the Bank Premises against acknowledgement for the purpose of fabrication and shall complete the requisite fabrication with professional efficiency and with Industry Standard materials. The vendor shall also be responsible for the safety and maintenance of the Vans during the period they are in his possession. Similarly, he shall be responsible for their safe movement and for all direct and indirect liabilities arising out any untoward incident happening during the time of their transit or storage at the fabrication centre.

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

The term ATM mentioned herein above shall mean and include the ATMs supplied along with accessories as described in this RFP and also the fabrication tasks stipulated.

5) Delivery Period:

The bidder shall deliver Hardware & Peripherals **within 6 weeks**, from the date of issuing of Purchase Order for the same inclusive of completion of the pre-shipment testing.

6) Liquidated Damages:

For any delay in delivery, installation and commissioning beyond 6 weeks from the date of the delivery instructions issued by the Bank, the Bank reserves the right to charge a LD (Liquidated Damages) at the rate of 0.50% of the cost of the systems per week subject to a maximum of 10% of the Total Basic Cost of the Equipment/s (Excluding AMC Charges).

7) Payment Terms:

- a. **On Delivery:** Seventy (70%) of the Contract price of the Goods along with 100% GST tax, 100% Octroi, wherever applicable, backed by necessary proof shall be paid on receipt of goods and upon submission of the following documents (separate requests for release of Octroi payments will not be entertained):
- i. The supplier's original invoice showing Contract No, Goods description, quantity, unit price, total amount, Serial Nos. of the system/s etc.
 - ii. Details of the shipments made with their pricing are to be provided in the bank's prescribed format in hard copy, a copy of which will be provided by the bank along with the order.
 - iii. Original delivery note signed by consignee or acknowledgement of receipt of goods from the consignee.
 - iv. Manufacturer's/Supplier's Warranty certificate.
 - v. Delivery of Software Licenses (Paper), if any will be made at Prathama Bank, Head Office, and Moradabad.
- b. **On Final Acceptance:** Thirty (30%) on Installation and Acceptance Certificate issued by the Bank's representative. However, if for any reason, the installation and commissioning is delayed due to non-readiness of infrastructure and hence acceptance certificate cannot be issued, the above 30% of the Total Contract Price shall be paid, within 90 days from the date of receipt of goods at the respective locations.

8) Warranty and Payment for Annual Maintenance Charges/Submission of Bank Guarantee:

All ITEMS shall carry a free comprehensive, onsite warranty-ATM, UPS and other peripherals for a **minimum period of three (3) Years and AMC for next Three (3) Years from 4th year to 6th Year**. Warranty and AMC terms & conditions shall cover the total equipment, including spare replacements etc procured from the bidder, with maintenance (Minimum 9 AM to 6 PM support during weekdays) by FAX, email, telephone and onsite support, if any.

- a) The Supplier warrants that the Goods supplied under the Contract are new, unused and shall have no defect arising from design, materials or workmanship.
- b) This warranty shall remain valid for a minimum period of 36 (thirty six) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for minimum period of 36 (thirty six) months after the date of delivery, whichever period concludes earlier.
- c) The Vendor must warrant all equipment, accessories, spare parts etc. against any manufacturing defects during the warranty & AMC period.

- d) During the warranty & AMC period the vendor shall maintain the ATMs and repair/replace at the installed site, at no charge to the Bank, all defective components that are brought to the Vendor's notice.
- e) If the Operating System is required to be installed/reinstalled/de-installed/upgrade, the same should be done as part of warranty, if required by branches/offices of Bank.
- f) In the case of authorized/ channel partners, Warranty shall also include the cost for the back to back arrangement with OEM for maintenance of spares, providing support services, updates, if any required. Terms of Service Level Agreement, if any, are to be specified.
- g) Besides general warranty support, critical support details should be furnished. The successful bidder shall be agreeable to enter in to Service Level Agreement with the Bank covering Warranty terms and conditions. Besides the above, the bidder shall extend the warranty terms & conditions, if any available by default or extended by OEM, with the product from OEM.
- h) During the warranty and AMC period selected bidder shall visit on his own the Offices once in a quarter for preventive maintenance support.
- i) The Bidder will provide a Single point of contact with whom the bank will coordinate for the warranty & AMC. The bank may log a call with the bidder by phone, fax, email or any other manner the bank desires.

9) AMC Charges:

The Annual Maintenance Cost will be paid in advance in equal yearly installments within thirty days of receipt of claim at the start of each year, after completion of warranty/ maintenance obligations of the previous year, at the rates quoted, on receipt of a Bank Guarantee for 10% of the cost of the equipment (excluding Annual Maintenance Cost), valid for a period of 3 years from the date of completion of free warranty period - with 3 months grace period. The Bank Guarantee submitted towards performance guarantee taken during warranty period will be released only after receipt of the above. Non-submission of AMC Bank Guarantee at least **15 days before the expiry of Performance Bank Guarantee will be sufficient reason for invoking the performance guarantee.** No separate AMC Agreement needs to be executed. However, all the systems shall be properly maintained irrespective of Non-claiming/Non-renewal of AMC by the vendor in time.

10) Hardware Maintenance:

The Bidder will assume total responsibility for the fault free operation of hardware, IOS and maintenance during the warranty and post warranty (AMC) for a total duration of six years. The Supplier will accomplish preventive and breakdown maintenance activities to ensure that all hardware function without defect or interruption.

However, if the Hardware/Peripheral is down due to the reasons attribute to the Bank, the vendor has to submit proof for the same for not levying the penalty.

- 12) The vendor has to submit various formats mentioned in Annexure-A along with all other annexure of this RFP on Company's letter head with seal and signature. All pages are to be serially numbered. Relevant proof, if required is to be enclosed.
- 13) Bank reserves the right to reject this invitation to offer in part or full, or cancel the entire procurement process at any stage without assigning any reason.
- 14) In case of delivery of equipment to States where Road Permit is required for transportation of goods, it is the responsibility of vendors to provide the same making all the arrangements required in advance. However, Bank will provide any letter, if required by the vendors for carrying out the task.
- 15) If the vendor needs any clarification on any of the aspects of the Bid Document, they can seek clarifications in advance thru e-mail to dit@prathamabank.org. The Bank reserves the right to make

amendments to the RFP before the last date prescribed for submission of the responses. Such clarifications, amendments to our RFP, if any, will also be hosted on our website. Vendors are requested to take note of the same.

- 16) In case the equipments offered or any part thereof are imported, the price quoted in the Bid by the vendor will be firm & final and any fluctuation in foreign exchange rates shall not have any bearing on the price quoted in the Bid.
- 17) All disputes and differences of any kind whatsoever arising out of or in connection with the purchase order shall be referred to arbitration. The arbitrator may be appointed by both the parties or in case of disagreement each party may appoint an arbitrator and such arbitrators shall appoint an Umpire before entering on the reference. The decision of the Umpire shall be final. Such arbitration to be governed by the provisions of Indian Arbitration and Conciliation Act 1996.
- 18) Notwithstanding anything contained herein above, in case of any dispute, claim and legal action arising out of this RFP, the parties shall be subject to the jurisdiction of courts at **MORADABAD**.

Yours faithfully,

GENERAL MANAGER

ANNEXURE-A

OTHER IMPORTANT TERMS AND CONDITIONS

1 MANUFACTURERS AUTHORISATION FORM:

In the case of a Bidder offering to supply goods under contract which the Bidder did not manufacture or otherwise produce, the Bidder should produce a certificate as per the format enclosed that they have been duly authorized by the goods' manufacturer or producer to supply the goods and assuring full guarantee and warranty obligations. If proposals are submitted through the business partners or authorised distributors etc., a separate "**LETTER OF AUTHORISATION TO BID**" on behalf of the main vendor/s should be enclosed along with the technical bid. Proposals received without the authorization letter/s will summarily be rejected. However, the bidder should confirm that they have a presence in operational area of the Bank to extend support for the systems supplied and also submit a list of such service support centres.

Offer shall be submitted only for Premium Brand (which we have mentioned along with Items) also for full schedule of requirements.

2 TECHNICAL DETAILS FORM:

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

3) CONTRACT FORM & PERFORMANCE SECURITY:

- 3.1** Within Twenty (20) days of receipt of the Purchase Order & Format of Contract Form/SLA, which will be sent along with the notification of award, the successful Bidder shall sign and date the Contract/SLA and return it to the Purchaser. The Bidder however may submit the Contract/SLA Form they like to execute. It is the prerogative of the Bank to accept the same or to modify. It is reiterated that the Contract/SLA to be entered in to by the successful Bidder shall be as approved by the Bank

only.

- 3.2** Within twenty (20) days of the receipt of format of notification of award/purchase order from the Purchaser, the successful Bidder shall furnish the Performance Security (Bank Guarantee) for **10%** (Ten percent) of the Contract Value or purchase order value valid till the end of warranty period plus an additional grace period of 3 months in the format prescribed. If BG is not submitted within stipulated time, a penalty at the rate of 0.50% of the cost of the systems per week subject to a maximum of 8% of the Total Basic Cost of the Equipment/s (Excluding AMC Charges).
- 3.3** Failure of the successful Bidder to comply with the requirement of accepting the purchase order/executing Contract and/or submitting Performance Guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated bidder or call for new bids.

4 INSPECTIONS AND TESTS: Pre Delivery Inspection is to carry out as per Annexure-1(A).

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

5 INSURANCE:

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

5) TERMINATION FOR DEFAULT:

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

- If the bidder fails to perform any obligation(s) under the Contract.
- If the bidder is not providing after sales and maintenance services and the calls are not attended for three or more occasions the Bank is at liberty to terminate the contract by giving 30 days' notice.
- Delay in Implementation of the Project beyond the specified periods
- Non-satisfactory performance of the Project during implementation.
- Failure to integrate / implement the project as per the requirements of the Bank.
- Serious discrepancies noted in the implementation of the project
- Breaches in the terms and conditions of the Order.
- In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Performance Bank Guarantee given by the bidder.

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

6) EFFECT OF TERMINATION

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

7) INDEMNITY:

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

8) LIABILITY OF THE SELECTED BIDDER:

- Bank shall hold the selected bidder, its Successors, Assignees and Administrators fully liable against loss or liability, claims, actions or proceedings, arising out of non-fulfillment of any obligations under the

Contract.

- Selected Bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Selected Bidder and shall be vicariously liable for all the acts, deeds or things done by its employees, agents, contractors, sub-contractors etc., whether the same is within the scope of power or outside the scope of power, vested or instructions issued by the Bank under the Contract to be issued for this tender.
- Such liability of the Selected Bidder will be restricted to the actual amount of the Contract.
- However, the selected bidder would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

10. FORCE MAJEURE:

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

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

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

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

11. NEGLIGENCE:

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

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

12. PUBLICITY

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

13. INSPECTION OF RECORDS

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

14. COMPLIANCE WITH LAWS

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

15. RESOLUTION OF DISPUTES

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

16. ASSIGNMENT

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

17. OWNERSHIP, GRANT AND DELIVERY

- I. The Bidder shall procure and provide a non-exclusive, non-transferable, perpetual license to the Bank for all the software to be provided as a part of this project. The use of software by bidders on behalf of the Bank would be considered as use thereof by the Bank and the software should be assignable / transferable to any successor entity of the Bank.
- J. The bank reserves the right to use the excess capacity equipments supplied by the bidder for any internal use of the Bank or its affiliates, subsidiaries or Regional Rural bank at no additional cost other than the prices mentioned in the commercial bid. The bidder agrees that they do not have any reservations on such use and will not have any claim whatsoever against such use of the hardware, licenses and other equipments. Further the bidder also agrees that such use will not infringe or violate any license or other requirements.

18. PRIVACY & SECURITY SAFEGUARDS:

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

19. GUARANTEES

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

20. CONTRACT RE-NEGOTIATION

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

21. CORRUPT AND FRAUDULANT PRACTICES:

1. As per Central Vigilance Commission (CVC) directives, it is required that bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy;
2. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND
3. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among

bidders (prior to or after offer submission) designed to establish offer prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

- 4. The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

22. WAIVER

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

22. VIOLATION OF TERMS:

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

23. NON-DISCLOSURE INFORMATION:

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

24. NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER/BID

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

**ANNEXURE-B
BID FORM**

Ref No.....

Place:.....

Date:.....2018

The General Manager
Prathama Bank,
Head Office,
Ram Ganga Vihar Phase-2
Moradabad-244001,

Dear Sir,

Having examined the Request for Proposal (RFP): RFP-PBHO/DIT/ 121/2018 dated: 09-05-2018 the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, deliver and install the items mentioned in the schedule of requirements for your Head office/Branches/ Offices in conformity with the said RFP for the sum mentioned in the Price Bid or such other sums as may be ascertained in accordance with the Schedule of Prices attached and made part of this Bid.

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

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

We agree to abide by this bid for a period of **365 days** from the last date of submission of Bid and shall remain binding upon us and may be accepted at any time before the expiration of that period.

We further confirm that,

- 1 In case we offer system and/or other software manufactured by another company, such software operates effectively on the system offered by us and we are willing to accept responsibility for its successful operations
- 2 That similar or compatible hardware will be made available in the Purchaser's site to provide adequate emergency processing arrangements; and

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".

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

Name & address of agent Amount & currency Purpose of commission or gratuity b) (If none, state none)

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

Dated this..... Day of 2018

(Signature)

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

Ref:

Date:

ANNEXURE-C
PRICE SCHEDULE & ANNUAL MAINTENANCE AFTER WARRANTY PERIOD

| SI No. | Description | quantity | UNIT price (WITHOUT TAXES) | TAXES | Total Price |
|--------|--|----------|-----------------------------|-------|-------------|
| 1. | Force traveler – Fabrication (Including provision for keeping and connecting, UPS, Batteries, Generators etc) | 2 | | | |
| 2. | Cash Dispenser and UPS with 3 year warranty | 2 | | | |
| | TOTAL (T1) | | | | |
| 3. | AMC charges for Cash Dispenser and UPS for 3 years. Please quote per year charges and multiply by 3 | 2 | | | |
| | TOTAL (T2) | | | | |
| | GRAND TOTAL(T1+T2) | | (D) | | |

Notes:

- 1) In case of discrepancy between unit price and total price, the unit price shall prevail.
- 2) **Total Bid price (T1+T2) of the above mention hardware as per the table cited above and the grand totals (Item No. D) Figure is to be taken to determine for L1 status.**
- 3) Drivers/software to run these peripherals should be supplied with a CD.

- 4) During warranty/AMC vendor would not insist for bill copy for lodgment of compliant of PC/hardware and its peripherals. Vendor will responsible to provide the service to Bank.
- 5) Vendor MUST supply the other supportive peripherals like cords etc without any cost to Bank

Ref:

Date:

ANNEXURE-D
BID SECURITY FORM

Whereas _____ (herein after called "the Bidder") has submitted its Bid dated ____2018 for the supply of _____(hereinafter called "the Bid")

KNOW ALL PEOPLE by these presents that WE _____ having our Registered Office at

_____ (hereinafter called "the VENDOR") are bound unto PRATHAMA BANK, Head Office, Ram Ganga Vihar Phase-2 Moradabad U P 244001 (hereinafter called "the Purchaser") in the sum of _____ for which payment well and truly to be made to the said

Purchaser, the Bank binds itself, its successors and assigns by these presents. Affixed with the Seal of the said Bank this ____ day of _____2018.

THE CONDITIONS of this obligation are:

- 1 If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
- 2 If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity:
 - a) Fails or refuses to execute the Contract Form if required; or
 - b) Fails or refuses to furnish the Performance Security, in accordance with the terms of the Bid;

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

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

(Signature and Seal of Bank)

Ref

Date:

ANNEXURE-E
MANUFACTURERS' AUTHORISATION FORM

No.

Dated: / /2018

To
The General Manager
Prathama Bank,
Head Office, Ram Ganga Vihar Phase-2
Moradabad.

Dear Sir,

Sub: RFP-PBHO/DIT/121 /2018 dated: 09/05/2018.

We Who are established and reputable manufacturers of PC having manufacturing facility at and do hereby authorize M/s.

(Name and Address of Agents) to submit a bid, and sign the contract with you for the goods manufactured by us against the above RFP.

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

Yours faithfully,

(Name of Manufacturers)

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

Ref:

Date:

ANNEXURE-F
LETTER OF AUTHORISATION TO BID

No.

Dated: / /2018

The General Manager
Prathama Bank,
Head Office, Ram Ganga Vihar Phase-II
Moradabad.

Dear Sir,

SUB: RFP for Supply of Van-mounted ATMs & peripherals on the Vans owned by the Bank (Force Travelers – 2 no's).

We M/S (Name and address of the principal) hereby authorize M/s. (Name and Address of Agents), our Business Partner/Authorized Distributors to submit a bid, and sign the contract on behalf of us for all the systems/goods required by the bank as called for vide the bank's request for proposal reference no RFP-PBHO/DIT/121/2018 dated: 09/05/2018

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

Yours faithfully,

(NAME)

(Name of principal vendor on whose behalf the proposal is submitted)

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

Ref:

Date:

ANNEXURE-G
SERVICE SUPPORT FORM
Nearest Service Centre

| Sr. No | Description of goods | Address, Phone and Telex/Fax Nos of centre. | Name & Distance from Banks | No. of Admin staff |
|----------|----------------------|---|----------------------------|--------------------|
| <u>1</u> | | | | |
| <u>2</u> | | | | |

NOTES:

- Bidders are required to mention specifically the Name, Address, and Telephone Number of their Service Centre, Mobile No. Email ID etc for after Sales Service at the delivery location.
- Escalation Matrix is to be provided for all the locations.

Ref:

Date:

ANNEXURE –H

II. POINTS FOR VENDORS (FOR SUBMISSION OF BIDS):

- All papers both 'Technical and Price Bids' should invariably be stamped, and signed by the personnel authorized to submit the Bid.
- Bid documents are to be numbered serially like Page 1 of 50, Page 2 of 50 etc.
- All documents meant for submissions should be properly filed either with spiral binding or in a box file to facilitate easy handling.
- All the Bidders are requested to please note that the Grand Total as mentioned above and 3 years AMC cost will be adopted for evaluating the lowest quoted vendor (L1).

Ref:

Date:

ANNEXURE-I (A)
TECHNICAL SPECIFICATIONS

| # | ITEM's | Shall be provided by bidder (Yes/No) |
|----|--|--------------------------------------|
| 1. | Provision to Keep ATM Machine & KIOSK, UPS With Batteries, (8H backup), portable generator | |
| 2. | Electrical Fittings like Tube lights etc. | |
| 3. | One Door At Left Side, And One Flap for The ATM Machine, Folding Steps. | |
| 4. | Wooden Furniture or equivalent Like Tables & Chair (Reputed Brand like godrej etc | |
| 5. | LED Screen (40 Inch.) | |
| 6. | Providing Folding Awning Shades on suitable length and width) | |
| 7. | Fire Extinguisher ISO standard (minimum two per vehicle) | |
| 8. | Vehicle tracking Global Positioning System (GPS) shall be provided by the Vendor | |
| 9 | Online UPS with back up duration 8 hours, of reputed make and manufacturer Should have ISO certification. The UPS should have an arrangement (means batteries may charge from DG set) to operate On 5kva DG set for supply of electric | |

| | | |
|-----|---|--|
| | power in case batteries are drained out. UPS would be reputed Brand like Techser, numeric, APC etc and Batteries would either EXIDE or QUANTA | |
| 10. | BurglerAlarm | |
| 11. | Cash Dispenser with Latest configuration and bio-metric facility and all specification must comply the latest RBI guidelines | |
| 12. | Complete vehicle interior modification as per Mobile ATM Van requirement | |
| 13. | Complete vehicle Exteriors modification as per Mobile ATM Van requirement and Branding as per BANK requirements. | Adherence to Persons with Disability standards compliance; Access for all (AFA) Compliant and suitable for wheel chair based operation for physically challenged. Fabrication will be done in such a way that Persons with disability can easily access the ATM. |

| | | |
|-----|--|--|
| 15. | ATM View |  |
| 17. | One Room/compartment for Sitting area | |
| 18. | Power supply for Laptop/Cell phone charger. | |
| 19. | Cameras/CC TV | |
| 20. | Stainless steel trash bin | |
| 21. | Networking to all points. | |
| 22. | Atm Must Calibrated With All Denominations | |
| 23. | Cash Dispenser with Latest configuration and bio-metric facility and all | |

specification must comply the latest RBI guidelines:

1. Processor /CPU

1.1 4th Generation Intel® Core™ i3 Processor minimum 2.9 GHz and 4 MB cache or above.

1.2 4 GB DDR3 RAM or higher.

1.3 1x500 GB IDE/SATA HDD or higher for OS
1x1TB IDE/SATA HDD or higher for image backup

1.4 4 or more USB ports in front for front access of cash dispenser.

1.5 DVD Writer

1.6 101 keys Keyboard integrated with Mouse operations as an optional item.

1.7 On-board 10/100/1000 Mbps Speed LAN Card (IPV 6 Compliance).

1.8 Microsoft Windows 7 or higher with latest Service Pack.

1.9 OS hardening (with Firewall) and should protect against unauthorised booting from alternative media & an access to CR hard Disk.

2. Hybrid Dip Card Reader

2.1 Dip Smart Card Reader with capability to read track 1 & 2.

2.2 Smart Card/Chip card EMV Version

4.0 or later, as certified

2.3 Software, firmware, license for using Smart card, Chip Card and Magnetic strip.

2.4 Cash Dispensers should be ready for using EMV Chip cards.

2.5 Conformance to RuPay, VISA & MASTER standards.

2.6 Secure Biometric scanner that supplies the finger print data to the ATM switch. The Biometric Scanner should be of good quality and should accept finger scans in one go and should be STQC Level 0 certified and compatible with AEPS & Aadhaar specifications.

3. Customer Interface

3.1 Color screen, touch type: Capacitive/ SAW/Infrared with support for visually challenged through FDK 4+4 and EPP both (Which means both FDK and touch screen are mandatory). Cash dispenser should also be capable for providing Virtual keyboard for entering the details.

3.2 Screen Size: 15" Minimum

3.3 Operating Temperature: Up to 45 degree C

3.4 Adherence to

Persons with Disability standards compliance – give details; Access for all (AFA)
Compliant and suitable for wheel chair based operation for physically challenged.

3.5 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 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.

3.6 Braille stickers on all devices as per requirements to support.

3.7 Vandal proof Screen with Privacy Filter

3.8 Voice guidance support with internal speakers & headphone Jack 3.5 mm Mandatory for all the Cash Dispensers. 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.

3.9 PIN pad should be covered with PIN guard / shield. This pin guard/shield should cover all three sides to avoid shoulder surfing and capture by external camera.

4. Cash Dispenser

4.1 Friction/Vacuum pick technology.

4.2 Dispense used notes.

4.3 Indication of proper insertion of cassettes.

4.4 Minimum 4 cassettes should be having capability with minimum storage of 2500 notes per cassette and one reject bin / cassette for Non issuable / ATM Unfit / Notes with capacity of minimum 2500 Notes.

4.4 Divert cassette bin with lock and key / latch.

4.5 Capable of dispensing Rs. 500/- , Rs. 200/-, Rs. 100/- Rs. 2000/- denomination Notes. All cassettes should be dispensing all Notes.

4.6 Dispense at least 10 notes per seconds.

4.7 The cassettes

should be configurable on the machine as per requirement of the Bank without any additional cost to Bank.

5. Others

5.1 Electronic journal to be also written on Cash Dispenser hard disk and be replicated simultaneously on the second hard disk which records images. The solution should include an EJ viewer.

ANNEXURE-Q

NON-DISCLOSURE AGREEMENT

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

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

1. Definition of Confidential Information.

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

- Customer name and other information related to customers
- any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies;
- Plans for products or services, and customer or supplier lists;

- Any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;
- any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and
- Any other information that should reasonably be recognized as confidential information of the Bank. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information.

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

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

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

2. Disclosure of Confidential Information.

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

- A) along with its representatives, make use of the Confidential Information solely for the purpose of the Agreement or such other purposes from time to time agreed or consented to by the Bank as evidenced in writing
- B) limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively "**Representatives**") who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose;
- C) prior to making any disclosure of such Confidential Information as permitted under this Agreement, will ensure that the Representatives are under a prior written obligation to maintain such information confidential and to use such information only for the contemplated purpose;
- D) along with its Representatives use such measures and/or procedures as it uses in relation to its own confidential information and trade secrets to hold and keep in confidence any and all such Confidential information and comply with the terms of this Agreement.

- E) and not disclose any Confidential Information received by it to any third parties.
- F) be solely responsible for any breach of the terms of this Agreement by any of its Representatives or the Sub-Contractors and any act or omission by any of its Representatives or the Sub-Contractors which would constitute breach of the terms of this Agreement and shall take all reasonable measures to restrain such Representatives or the Sub-Contractors from unauthorized disclosure or use of the Confidential Information and that Company acknowledges and agree that Bank shall have right to all its legal remedies directly against Company as if such breach is made by the Company itself without proceeding at the first instance against Representatives or the Sub-Contractors.

3. Use of Confidential Information.

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

1 Compelled Disclosure of Confidential Information.

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

2 Term.

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

3 Remedies.

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

4 Return of Confidential Information.

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

1. Notice of Breach.

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

2. No Binding Agreement for Transaction.

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

3. Warranty.

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

4. Effective Date of the Agreement:

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

5. Miscellaneous.

This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

1. The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of (state), India applicable to contracts made and to be wholly performed within such state, without giving effect to any conflict of laws provisions thereof.
2. Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.
3. Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.
4. Any notices or communications required or permitted to be given hereunder may be delivered by hand against acknowledgement, deposited with a nationally recognized overnight carrier against acknowledgement, electronic-mail, or registered post with acknowledgement, in each case, to the address of the other party first indicated above.
5. This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party. And any such assignment without consent will be held void ab initio. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.
6. The parties and/or their affiliates of whatsoever nature shall not, in any manner, solicit and/or accept any business from sources that have been made available by and through the parties hereto, nor in any manner shall access, solicit and/or conduct any business with the said sources, without specific permission of the Party who made said sources available. For avoidance of doubt, this restriction shall apply only to business related to the Assignment which is the subject matter of this Agreement and not any other Assignment or business.
7. Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

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

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| SIGNED for and on behalf of:-(Bank) Signature: Name: Title: (Authorized Signatory) Witness: Signature: Name: | SIGNED for and on behalf of :-(Company) Signature: Name: Title: (Authorized Signatory) Witness: Signature: Name: |
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