



Tel. Nos.: (0674) 2375100  
FAX No. : (0674) 2510214/ 2514669  
E-mail : [oscb.cbs2013@gmail.com](mailto:oscb.cbs2013@gmail.com)

**ODISHA STATE CO-OPERATIVE BANK LTD.**  
(Scheduled Bank)

Pandit Jawaharlal Nehru Marg,  
Bhubaneswar – 751 001

**“Request for Proposal for Supply, Installation, Commissioning and  
Management of Micro ATM and Allied Software”**

(UIDAI 1.5.Micro ATM\_Standards\_v1.5.1- IBA-IDRBT standard)

## SECTION – A



Tel. Nos.: (0674) 2375100  
FAX No. : (0674) 2510214/ 2514669  
E-mail : [oscb.cbs2013@gmail.com](mailto:oscb.cbs2013@gmail.com)

**ODISHA STATE CO-OPERATIVE BANK LTD.**  
(Scheduled Bank)  
Pandit Jawaharlal Nehru Marg,  
Bhubaneswar – 751 001

**Advertisement**

**Tender Notice No. OSCB/DIT/2902/2017-18, Date: 31.08.2017**

**“Request for Proposal (RFP) for Supply, Installation, Commissioning and Management of Micro ATM and Allied Software”**

**Sealed RFP** are hereby invited for **“Supply, Installation, Commissioning and Management of Micro ATM and Allied Software”** as specified in the RFP document from vendors with specific experience in implementation of Micro ATM solution, and the vendor should not have been black- listed during the period. **NO CONSORTIUM IS ALLOWED.**

- **Earnest Money Deposit : ₹10,00,000 /-(Rs. Ten Lacs ) only.** (DD / BG)

**Cost of RFP document: ₹10,000/- (Rs. Ten Thousand)** only in shape of demand draft in favour of **“Odisha State Co-operative Bank Ltd”**, payable at Bhubaneswar for which receipt is to be obtained from Nodal Officer, Odisha State Co-operative Bank Ltd., on any working day from 11:00 hrs to 15:00 hrs. RFP documents will be supplied from Department of IT (DIT), Odisha State Co-operative Bank Ltd, Pt. Jawaharlal Nehru Marg, Bhubaneswar – 751001. The tender document can also be downloaded from bank website [www.odishascb.com](http://www.odishascb.com), duly filled in, and submitted along with all deposit of fees towards cost of tender paper and EMD etc. within the stipulated time and date. All the bidders are required to submit their bid in only **“OSCB RFP document”** duly filled-in and signed, with company seal in each page to avoid rejection of the bid.

<b>Tender document will be supplied from</b>	<b>01.09.2017</b>
<b>Tenders will be received up to</b>	<b>18.09.2017</b>
<b>Time &amp; date of opening the Technical Bid tender</b>	<b>20.09.2017</b>
<b>Time &amp; date of opening the Commercial Bid tender</b>	<b>25.09.2017</b>

The authority reserves the right to reject any or all the tenders without assigning any reason thereof and also not bound to accept the lowest tender.

\* Bidder has to produce the purchase proof of RFP document to participate in pre-bid meeting.

**Managing Director**

## REQUEST FOR PROPOSAL (RFP) FOR "SUPPLY OF MICRO ATMS"

<b>SCHEDULE OF EVENTS</b>	
Bid Document Availability	Bidding document can be downloaded from Website <a href="http://www.odishascb.com">www.odishascb.com</a> <b>from 01-09-2017 to 18-09-2017</b>
Last date for requesting clarification (optional)	<b>06-09-2017 up to 14:00 hrs.</b> All communications regarding points / queries requiring clarifications are to be given through e-mail to: <a href="mailto:oscbsdit@odishascb.com">oscbsdit@odishascb.com</a>
Pre - bid Meeting at (venue) (optional)	<b>11-09-2017, 15:00 hrs.</b> at OSCB Head Office, Bhubaneswar Bidder has to produce the purchase proof of RFP document to participate in pre-bid meeting.
Clarifications to queries raised at pre-bid meeting to be provided	<b>14-09-2017</b>
Last date of submission of bids	<b>18-09-2017, 14:00 hrs.</b>
Opening of Technical Bids	<b>20-09-2017 15:00 hrs.</b>
	Authorised representatives of Bidders -- may be present during opening of the Technical Bids. However Technical Bids would be opened even in the absence of any or all of the Bidders representatives.
Opening of Commercial Bids	Commercial bids will be opened on <b>25-09-2017, 15:00 hrs.</b> It will be opened only for the bidders, who qualify in Technical bid, in the presence of the committee members.
Contact Details	GM (DIT)
Address for Communication and submission of bid.	Managing Director, Odisha State Co-operative Bank, Head Office, Pandit Jawaharlal Nehru Marg, Bhubaneswar – 751001 (Odisha)
Telephone Mobile	Phone – 0674-2375106 Mobile - +91 7328802978 / +91 8093034134
All correspondence relating to this RFP should be sent to following email ids	<a href="mailto:oscbsdit@odishascb.com">oscbsdit@odishascb.com</a>
Earnest Money Deposit (EMD)	₹ 5.00 Lacs should be submitted along with the technical bid in the form of DD/Pay Order/Bank Guarantee favoring Odisha State Co-operative Bank, payable at Bhubaneswar valid up to 3 months from date of commencement of the RFP Process.
Cost of RFP	₹10,000/- (Non-refundable) should be submitted only in favour of Odisha State Co-operative Bank. payable at Bhubaneswar before last date of bid submission

## CONTENTS

<b>1</b>	INTRODUCTION of RFP	7
<b>2</b>	SCOPE OF DELIVERABLES	11
<b>3</b>	ELIGIBILITY CRITERIA	12
<b>4</b>	SCOPE OF WORK	14
<b>A</b>	GENERAL RULES & INSTRUCTIONS TO BIDDERS.	15
<b>1.1.1</b>	CONTENTS OF THE TECHNICAL BID	15
<b>1.1.2</b>	CONTENTS OF THE FINANCIAL BID	16
<b>1.2</b>	SUBMISSION OF BIDS	16
<b>1.3</b>	OPENING OF BIDS	17
<b>2</b>	EVALUATION OF BIDS	17
<b>3</b>	OFFER VALIDITY PERIOD	17
<b>4</b>	PROPOSAL OWNERSHIP	18
<b>5</b>	MODIFICATION AND WITHDRAWAL OF BID/S	18
<b>6</b>	VENDOR'S QUERIES	18
<b>7</b>	SCRUTINY OF OFFERS	18
<b>8</b>	CLARIFICATIONS OF OFFERS	18
<b>9</b>	NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER	18
<b>10</b>	INCOMPLETE OFFERS WILL BE REJECTED	19
<b>11</b>	ERASURES OR ALTERATIONS	19
<b>12</b>	ALTERNATIVE OFFERS/BIDS	19
<b>13</b>	EARNEST MONEY DEPOSIT	19
<b>B</b>	TERMS AND CONDITIONS	20
<b>1</b>	EFFECTIVE DATE	20
<b>2</b>	SCOPE OF CONTRACT	20
<b>3</b>	TIME PERIOD	20
<b>4</b>	PRICE	20
<b>5</b>	AGREEMENT	21
<b>6</b>	DELIVERY	21
<b>7</b>	LIQUIDATED DAMAGES FOR DELAY	22
<b>8</b>	TERMS OF PAYMENT	22
<b>9</b>	SECURITY DEPOSIT	23
<b>10</b>	ORDER CANCELLATIONS	23
<b>11</b>	WARRANTY	24
<b>12</b>	ANNUAL MAINTENANCE CONTRACT	25
<b>13</b>	LOCAL SUPPORT	26
<b>14</b>	PATENT	26
<b>15</b>	PUBLICITY	26
<b>16</b>	GUARANTEES FOR SOFTWARE	26
<b>17</b>	SPARE PARTS	26
<b>18</b>	NEGLIGENCE	26
<b>19</b>	RESPONSIBILITY FOR COMPLETENESS	26
<b>20</b>	UPTIME	27
<b>21</b>	PENALTY	27
<b>22</b>	FORCE MAJEURE	29
<b>23</b>	RESOLUTION OF DISPUTES	29
<b>24</b>	JURISDICTION	29
<b>25</b>	AUDIT BY THIRD PARTY	29

## ANNEXURES

ANNEXURE A	COVERING LETTER ORMAT	30
ANNEXURE A1	PARTICULARS OF BIDDER / MANUFACTURES	31
ANNEXURE A2	DETAILS OF OFFICES / BRANCHES / SERVICE CENTRE	32
ANNEXURE A3	TECHNICAL COMPLIANCE CERTIFICATE	33
ANNEXURE B	MANUFACTURER'S AUTHORISATION FORM	34
ANNEXURE C	BILL OF MATERIAL & PRICE SCHEDULE	35
ANNEXURE D	TECHNICAL SPECIFICATIONS	37
ANNEXURE E	BANK GUARANTEE FORMAT FOR EMD	41
ANNEXURE F	AGREEMENT FORMAT	42
ANNEXURE G	SECURITY DEPOSIT FORMAT	43
ANNEXURE H	UNDERTAKING LETTER ON RFP DOCUMENT	45
ANNEXURE I	CERTIFICATE OF SUCCESSFUL INSTALLATION	46

## REQUEST FOR PROPOSAL (RFP)

### FOR "SUPPLY OF MICRO ATM (UIDAI 1.5.Micro ATM\_Standards\_v1.5.1)."

#### **Introduction of RFP**

Odisha State Co-operative Bank Ltd. (hereinafter referred to as the "OSCB") has a network of 2708 PACS/LAMPS under 17 DCCBs and **322 branches** are **planning to implement Micro ATMs in all the location of Odisha state.** These are on a centralised CBS Platform provided by **M/S VSOFT Technologies Pvt. Ltd.** The common DC and DR are located in Bhubaneswar and Faridabad respectively. **M/s. FINACUS Solutions Ltd.** is the **Application Service Provider for ATM Switch and Rupay (EMV) card operations for all the Banks.**

**OSCB, the Nodal Bank, is taking care of the Technology requirements of the project, and shall take it forward.** OSCB is looking for the deployment of biometric enabled Micro ATMs with integrated printer as per micro ATM standards (**UIDAI 1.5.1, IBA-IDRBT standards or latest version compliant**).

#### **Solution Requirements**

OSCB is planning to procure micro ATMs with application software for key management and transaction processing for Micro ATM project across the states of Odisha. OSCB invites Request for Proposal (RFP) from the prospective bidders having proven past experience and competence in the field of Supply, Installation & Maintenance of Micro ATMs (Devices) with End to End Solution for Micro ATM Project.

**OSCB is planning to procure approximately 3,000 Micro ATM devices and may extend/reduce the order for more/less number of devices depending on any future requirement.**

Rupay (EMV) Card as well as other transactions will be carried out through Micro ATM device. All the transactions will be synchronized with our Central Servers. The Beneficiary should be authenticated by either of the following modes:

1. PIN based authentication at the Bank's Switch.
2. Biometric authentication by matching fingerprint with the one stored at UIDAI (Aadhar based authentication)

#### **Micro ATM Solution**

Bidder shall provide the device and front-end application for PIN and Biometric based transactions. These transactions will be executed using a Micro ATM device (also provided by Bidder), which is compliant to the UIDAI 1.5 Micro ATM 1.5.1 standards. Bidder will also provide the field level support necessary for the device maintenance and service. It should ensure interoperability and compatibility with the Banks' existing systems. Micro ATM should be capable of connecting to multiple interfaces, based on the Banks' requirements.

The banks are using the services of **M/S FINACUS Solutions Pvt. Ltd.** for ATM switching which in turn has been integrated with the CBS solutions of OSCB and 17 DCCBs, PACS/LAMPS

### **Activities at Banking Partner with Micro ATM**

- 1. Deposit**
  - Deposit by Rupay (EMV) card holders of OSCB/DCCBs **using PIN**
  - Deposit by Rupay (EMV) card holders of other Bank using PIN (Inter-operability)
  - Deposit by SB A/C holders of OSCB/DCCBs through Bio-metrics
- 2. Withdrawal**
  - Withdrawal by Rupay (EMV) card holders of OSCB/DCCBs **using PIN.**
  - Withdrawal by Rupay (EMV) card holders of other Bank- (Inter-operability)
  - Withdrawal by SB A/C holders of OSCB/DCCBs through Bio-metrics
- 3. Transactions through Aadhar**
  - Deposit by any A/c holder having Bank Account Number mapped with Aadhar
  - Withdrawal by any A/c holder having Bank Account Number mapped with Aadhar.
- 4. Transfer of Money**
  - Transfer of money to any Account in our Banks by Rupay (EMV) card holders of OSCB/DCCBs using PIN
  - Transfer of money to any Account of other Banks by Rupay (EMV) card holders of OSCB/DCCBs using PIN through NEFT/RTGS
  - Transfer of money to any Account of other Banks by Customer of OSCB/DCCBs through NEFT/RTGS
  - Transfer of money to any Account of OSCB/DCCBs by Aadhar Card mapped Customer through UIDAI.
  - Transfer of money to Account of other Banks by Aadhar Card mapped Customer through UIDAI by NEFT/RTGS.
- 5. Other Deposits/ Recovery etc.**
  - Recurring Deposit by Customers of OSCB/DCCBs.
  - Daily Deposit by Customers of OSCB/DCCBs.
  - Loan Recovery from Customers of OSCB/DCCBs.
- 6. Other schemes of the Govt.**
  - Pension Scheme of Govt. of India (APY)
  - Insurance Schemes of Govt. of India.(PMJJBY & PMSBY)
  - Any other new scheme introduced by GOI from time to time.
- 7. Account Opening**
  - Account opening in Micro ATM under PMJDY/ No-frill A/c
  - Account opening through e-KYC
  - Account validation/customization of existing accounts through Bio-metrics.
- 8. Transactions of PACS**
  - Receipts/payments in the accounts of the members in the PACS

- Transaction of Trading activities of the PACS
- Any other new requirements introduced by the Banks from time to time

### **Customer Enrolment [Aadhar based Biometric e-KYC]**

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

### **Customer Transactions**

#### **Mode of Authentication**

- UIDAI for AEPS Transactions
  - PIN based Transactions [Bidder shall provide solution for authentication of PIN through Hardware Security Module (HSM) of Banks' Switch-ASP]  
The following Banking Transactions shall be supported:
    - AEPS (Aadhar Enabled Payment System) Transactions – Balance Enquiry Withdrawal, Deposit, Mini-statement, Fund Transfer [ On-us & Off-us ]
    - PIN based Transactions - Balance Enquiry Withdrawal, Deposit, Fund Transfer, Mini-statement, PIN change [ On-us & Off-us ]
- Micro ATM (Hand Held Terminal) should be able to perform the activities as per details given elsewhere in this document under Activities at Banking Partner with Micro ATM.

#### **AADHAR based Authentications**

**Step 1:** Customer swipes his Rupay (EMV) Card (encoded with his 12-digit UID number) OR enters his 12-digit UID number on the Micro ATM device and enters Transaction details like type of transaction, amount etc. Customer also provides his Fingerprint as part of authenticating the Transaction. These details are sent to BANK SWITCH through secured channel

**Step 2:** The FP data sent in encrypted format is sent to NPCI

**Step 3:** The same data is forwarded to UIDAI for authentication which reverts back with authentication result.

**Step 4:** NPCI sends back the response to Bank Switch.



**Step 5:** After successful authentication the transaction data is sent to CBS for CBS posting CBS posts the transaction to the respective bank account and the response is sent back to Micro ATM device which in turns prints the receipt of the transaction

### **PIN based Authentication**

**Step 1:** Customer swipes his Rupay Card at Micro-ATM OR enters the Card Number. He provides the details of Transaction Type, Amount etc. and enters the PIN for authenticating the Transaction. These details sent to BANK SWITCH through secured channel.

**Step 2:** The transaction is forwarded by BANK SWITCH for PIN authentication

**Step 3:** After successful authentication the transaction data is sent to CBS for posting in database. CBS post the transaction to the respective bank account and the response is sent back to Micro ATM which in turns prints the receipt of the transaction

## **Scope of Deliverables**

### **Hardware**

- 1) Integrated Micro ATM, compliant to Micro ATM standard 1.5.1, with [Finger Print Scanner, Printer and PCI-PED Certified ( Payment Card Industry and Pin Entry Device Certified) PIN Pad should be integrated with a Device]. Please refer IBA published guidelines for the details.[**Annexure-I on Acceptance Certificate**]

### **Application**

#### **Front end Client Application on Micro ATM device – Customer Registration**

- Enrolment of Aadhar seeding for new/old Customers
- Enrolment through Aadhar based eKYC.

#### **Front end Client Application on Micro ATM device – Transactions**

- AADHAR based Transactions [On-us & off-us]
- PIN based Transactions [On-us & off-us]
- Application to manage all the Transactions related to activities mentioned in this document under “**Activities at Banking Partner with Micro ATM**”

### **Service**

- Field level Technical Support for Hardware
- Back-office Technical Support for front end Application
- Training of Personnel
- Maintenance of Device & Application for 5 Years warranty.

OSCB has planned to procure approximately **3,000** devices and may extend/reduce the order for more/less number of devices depending on any future changes. Sealed bids under two bids concept (Technical Bid and Financial Bid) are invited for supply of Micro ATM (1.5.1 UIDAI IBA-IDRBT standard) as described in this document. A Firm/Company/Organization submitting the proposal in response to this RFP shall hereinafter be referred to as Bidder. Interested Bidders, who are dealing in Supply of Micro ATMs referred above, meeting the following Eligibility Criteria may respond.

## **ELIGIBILITY CRITERIA**

- 1) The Bidder must be a registered company in India under the company act. 2003.
- 2) The Bidder should have yearly turnover of not less than **₹50 Crores** during last three financial years from IT Sales, support and services. (CA certificate to this effect shall be produced by the bidder)
- 3) The bidder should be in operating profit in last 3 financial years (2014-15, 2015-16 & 2016-17).
- 4) The bidder should have a long term positive credit ratings certifications like ICRA-BBB and should submit a Bankers certificate from bank on credit worthiness and Positive net worth certificate.
- 5) The Bidder should be an Micro ATM / POS OEM (Original Equipment Manufacturer ) or a reseller or an Indian Subsidiary of the OEM/sole selling reseller. In case the bidder is a Sole-Selling Reseller, the OEM will have to undertake that the OEM itself as well as the sole selling reseller will remain as a reseller and maintenance service provider throughout the warranty and support period.
- 6) No Consortiums are allowed.
- 7) In case the Bidder Micro ATM / POS OEM does not manufacture the biometric module Integrated on the device, or does not manufacture the biometric device quoted within the response to this RFP, the bidders Micro ATM / POS OEMs must furnish a Manufacturer's Authorisation Form ( MAF) from the manufacturer of the Biometric Module / Device. In case of subsidiary of the OEM, it is not required.
- 8) The proposed device shall be of single integrated form factor.( Pinpad/MSR/EMV/Biometry/SIM/Screen all in a single integrated device, External Pinpad is strictly not allowed)
- 9) The biometric module of the device should be capable of Firm Ware Level Encryption
- 10) Bidder or OEM should be a CMMI level -3 or above and ISO 9001:2008 certified Firm, certificate of such documents has to be enclosed as per pre - qualification criteria.
- 11) The proposed Micro ATMs should conform to the technical specifications given in this document..
- 12) The Micro ATM should have the BIS certification (Bureau of Indian standards).
- 13) **The bidders are to ensure that the Biometric components integrated or supplied under this RFP are compliant to the UIDAI standards and certified by STQC. (Furnish STQC Certificate)**
- 14) The bidder must have successfully executed at least Supply and Maintenance project of 5000 Micro ATMs.

- 15) The Bidder should have a minimum 3 Years of Business Experience of supply & maintenance of Micro ATM enabled with Secured Biometric Scanner/readers enabled with mag-strip and chip Card readers in at least three merchant businesses of Nationalised/RRB/Co-operative Banks in India. Document evidencing such experience will have to be produced along with the technical bid.
- 16) **Service Capability** The bidder is required to have exclusive support infrastructure for timely maintenance of secured biometric scanners/readers and mag-strips/chip-card readers installed in the deployed Micro ATM in all Urban/Semi urban and RURAL centres in Odisha and at DCs of the banks.
- The bidder should have a permanent office in Bhubaneswar, and strong footprint and presence in the state of Odisha. Preference will be given to the bidders having at least one technical support site (Service Centre), trained to support the Micro ATM / POS devices supplied under this RFP as on the date of publication of this RFP, in all the district headquarters of Odisha. Permanent Office and list of branch office, technical support site , with full details about their contact address, Name of contact person, , Tel / mobile no, email ID etc. should be attached. In case the technical support is outsourced, the details of the personnel deployed by the outsourced agency and its personnel have to be submitted. ( Refer Annexure for the same)
- 17) The Bank also reserves the right to inspect any previous installation/s & service centres while evaluating the Bid. The bidder should bear all the expenses in this regard.
- 18) Before beginning the process of placing orders to the successful bidders, Bank will ask for successful testing/live-POC of the offered Micro ATMs and the locations may be decided mutually by the Bank, it's engaged Business Partners and the successful bidders.
- 19) The Bank intends to procure a TMS (Terminal Management System) which will manage the terminals remotely for software updates / OTA and perform system Health Checks. The said TMS shall be at least be capable of remote key updation, patch updates etc. The bidder must be capable of providing a TMS along with the proposed device. A brief write-up of the TMS shall be included for the purpose of evaluation.
- 20) The biometric component used in an integrated device must have supply antecedents in the Indian Market.
- a. The said supplies should have been to the tune of a min. 1,00,000 devices in the last 3 years. The bids should contain documentary evidence to this effect.
  - b. Should have executed / fulfilled at least one supply order of min. 10,000 devices in a single order.
  - c. The biometric OEM shall undertake to comply to the UIDAI registered devices policy, and the devices shall seamlessly work on the Operating System of the terminals for the purpose of AEPS, Aadhar Seeding, Aadhar Pay etc.

### **Criteria Documents Required**

As proof of compliance of the above criteria, following credentials/papers are to be submitted:

- 1) Audited Balance Sheet and P & L Account for the last three years (2014-15, 2015-16, 2016-17).
- 2) Certificate of experience of doing business for last three years.
- 3) All relevant technical certifications should be submitted.
- 4) Performance reports from at least two Clients should be submitted stating the number of such Micro ATM devices deployed in their instance so as to certify the performance of the machines.
- 5) Bidder should be original equipment manufacturers (OEM) or its authorized representative India
- 6) The companies or firms bidding for the above tender, should have not been blacklisted by any of Govt. Authority or Public Sector Undertakings. The bidder shall give an undertaking (on their letterhead) that they have not been blacklisted by any of the Govt. authority or PSU. In case, in the past the name of their company/firm was blacklisted by any of the Govt. Authority or PSU, the name of the company or organization must have been removed from the blacklist as on date of submission of the tender. Otherwise, the bid will not be considered.
- 7) The Bidder should be able to provide qualified service engineers for attending the problems, if any, during the Warranty period. The availability of services of the engineers for the proposed locations should be a qualified Engineer and employee of the company/firm. The Bidders to furnish their existing service centre infrastructure details (in Odisha) like contact details with postal address, contact nos. and names of engineers, jurisdiction of the engineer etc. **(As per Annexure A2)**
- 8) A declaration from the OEM that the proposed model will not be out of sale/ support during the operational period of 5 years in **Annexure-B (Manufacturer's Authorisation Form)** Before submission of the offer, the Bidders are requested to read the following instructions and the terms and conditions.

### **SCOPE OF WORK**

The broad scope of work for the vendor under this RFP shall be

1. The bidder should supply, install/re-install, testing, commission and technical support of Integrated Micro ATM fitted with STQC certified biometric scanner (Registered device) /card readers/ PCI DSS compliant PIN PAD and micro printer as per the specifications given in this RFP, including warranty, required/guaranteed uptime, handholding etc.
2. Bidder has to upgrade/patch/install/re-install application as required by Bank on Micro ATM to perform basic banking services, AEPS transactions, e-KYC services and PIN based Rupay (EMV) card transactions. Bidder has to install/re-install certificated/security key on Micro ATMs.
3. Bidder has to provide all required application software/ Antivirus to facilitate Micro ATM transactions through Banks CBS/ Switch etc., and provide backup services as required.

4. Bidder has to provide adequate training and operational guidelines to designated bank personnel including the Business partners of the banks whenever and wherever required by the bank at mutually agreed date, time and location.
5. Accessories required, if any, during installation, testing, commissioning of the supplied equipment will be arranged by the bidder.
6. The bidder will be required to provide warranty for five years and thereafter AMC, if bank so desires. The bidder should maintain an uptime of 99% on monthly basis for the proposed Micro ATM.
7. Proposed Micro ATM should be compatible with bank's existing applications and infrastructure. Bank's applications are AEPS, e-KYC, finger print based transaction, PIN-based Rupay (EMV) transaction and customer enrolment applications.
8. The bidder should give undertaking to provide service within 48 hours at all locations where Micro ATMs are deployed.
9. The bidder should have exclusive support infrastructure for timely maintenance of secured biometric scanners/readers and magnetic strip card readers installed in the deployed Micro ATM at installed locations.
10. Bidder should have their own support office or residential authorized engineers at multiple centres of Odisha to provide necessary service and support in time to all such centres.
11. The bidder should be able to provide efficient and effective support in time at all centres so as to meet 24x7 hrs service support with maximum working day response time.
12. The bidder shall bear all costs associated with the preparation and submissions of its bid and the bank will in no case be responsible or liable for these costs, regardless of the conduct for outcome of the bidding process.
13. Bidder can collaborate with 3<sup>rd</sup> party solution providers for scaling and future requirements with a partner having relevant domain and technology experience. All relevant collaboration details must be disclosed during the initial bid.

## **A. GENERAL RULES & INSTRUCTIONS TO BIDDERS.**

### **1. BIDDING PROCEDURE**

#### **Contents of the bid.**

#### **1 .1.1 Contents of the Technical Bid:**

- a. All pages of this RFP as downloaded from the website should be duly signed.
- b. Masked price bid. This should be a photocopy of the actual Price Bid (**Annexure C**) with prices masked.
- c. Bidder's Covering letter. This should be as per **Annexure A** with list of clients where the model quoted is supplied.
- d. Power of Attorney / authorization with the seal of the bidder's company / firm in the name of the person signing the RFP documents (where applicable).
- e. A tender fee of **₹10,000/- (non-refundable)** must be submitted in the form of Demand Draft favouring "**Odisha State Co-operative Bank Ltd**" **dawn on any Bank, payable at**

**Bhubaneswar.** In the event of non-submission of Tender Fee of ₹10,000/-, the proposal will be rejected.

The Tender Fee is to be submitted at OSCB in Bhubaneswar in the following address;

**The Managing Director**

**Odisha State Co-operative Bank Ltd.**

**Pandit Jawaharlal Nehru Marg, Bhubaneswar – 751 001**

- f. **Earnest Money Deposit (EMD) is to be submitted** in the form of Demand Draft or Bank Guarantee issued by a scheduled commercial bank favouring "**Odisha State Co-operative Bank Ltd**" (DD- payable at **Bhubaneswar**). In the event of non-submission of EMD of ₹10 lakhs, the proposal will be rejected.

**The EMD is to be submitted** at Bhubaneswar in the following address;

**The Managing Director**

Odisha State Co-operative Bank Ltd.

Pandit Jawaharlal Nehru Marg, Bhubaneswar – 751 001

- g. Description of the methodology and work plan for performing the assignment as well as the work schedule.
- h. The technical solution proposed.
- i. Profile of the Company / Firm as per **Annexure A1 and A2**.
- j. Documents in support of all eligibility criteria.
- k. Technical Compliance Statement and model quoted as per **Annexure A3**.
- l. Technical Offer as per Specifications given in **Annexure D** should be complete with all the columns filled in.
- m. Technical Documentation (Product Brochures, leaflets, manuals, drawings). An index of technical documentation submitted with the offer must be enclosed.
- n. Media containing the detailed pictures of the machine its dimensions and functioning of the machine etc.
- o. A detailed list of the other site requirements for machine operational and functioning of the machine covering temperature, power requirement and other safety precautions.
- p. It is mandatory to furnish the make & model of the machines quoted.

### **1.1.2. Contents of the Financial Bid:**

Financial bid as per **Annexure C** which should contain all price information, including AMC details.

### **1.2. Submission of Bids**

#### **1.2.1. Technical Bid**

The Technical Bid for **Micro ATM (UIDAI 1.5.1 IBA-IDRBT standard)**, is to be submitted in one Hard copy and one soft copy in a CD.

The Technical Bid has to be submitted along with Demand Draft/Banker's Cheque of Tender Fee and EMD at The Managing Director, **Odisha State Co-operative Bank Ltd., Pandit Jawaharlal Nehru Marg, Bhubaneswar – 751 001**

The bids submitted without Tender Fee and EMD will be rejected.

**1.2.2.** The Technical Bid should be completed in all respects and contain all information sought.

The Technical Bid **should not contain any price information.** The Technical Bid should be completed to indicate that all products and services sought for are quoted.

### **1.2.3. Financial Bid**

The Financial Bid for Micro ATM (UIDAI 1.5.1 IBA-IDRBT standard), is to be submitted through physical submission process.

The Financial Bid should give all relevant price information as per **Annexure C.** The Financial Bid must not contradict the Technical Offer in any manner.

Bidders satisfying all the above terms and conditions and ready to provide the said activity in conformity with terms and conditions, may submit their bid on or before the time line stipulated in this document.

No bid submitted after the deadline for submission of bids shall be considered. In the event of the specified date and time for the submission of bids, being declared a holiday for the Bank, bids can be submitted up to the appointed time on the next working day. Extension / preponement of submission date and time will be at the sole discretion of the Bank.

**Bids submitted by any means other than submission in physical form will not be accepted by the Bank**

1.2.4. All the pages of Bid including Brochures should be made in an organized, structured, and neat manner. All the pages of the bid should be page initiated with Name, Seal and Signature of the Authorized Signatory. Signing on all pages of RFP will be treated as a confirmation of offer of having accepted the conditions.

1.2.5. No Bid will be accepted by email or Fax.

1.2.6. All the Bids shall be submitted in English Language in Font size not below 11.

### **1.3 Opening of Bids.**

1.3.1 The Technical Bid shall be opened at Time and Date specified.

1.3.2 Bank may arrange a pre-BID meeting on prescribed date.

## **2. EVALUATION OF BIDS**

2.1. The Bidders complying all the pre-qualification of Technicality as submitted in the Technical BID will be considered eligible for consideration of Financial BID.

2.2 The Financial Bid will be opened only for Bidders successful in the Technical Bid.

2.3 The Lowest Commercial (LC) will be determined on the basis of the lowest price quoted in the Financial Bid by the eligible bidders.

## **3. OFFER VALIDITY PERIOD:**

**3.1** The Offer submitted and the Price quoted therein shall be generally valid for **12 Months** from the date of opening of RFP i.e. technical bid, however extendable by another 3 months, in case of Banks' requirement.



#### **4. PROPOSAL OWNERSHIP**

The proposal and all supporting documentation submitted by the bidder shall become the property of the Bank.

#### **5. MODIFICATIONS AND WITHDRAWALS OF BID/S**

Offer cannot be modified or withdrawn by a Bidder after submission of Bid/s. In case any modification required on account of clarifications in Technical bids, such modifications can be done with the prior approval of the bank.

#### **6. VENDOR'S QUERIES**

- 6.1.** All queries with regards to this bid, if any, must be sent to The Managing Director, Odisha State Co-operative Bank Ltd, Pandit Jawaharlal Nehru Marg, and Bhubaneswar-751001 on or before **06.09.2017** through-mail (i.e., [oscbsdit@odishascb.com](mailto:oscbsdit@odishascb.com)).
- 6.2.** Bank may arrange a pre-bid meeting, if so required, on **11.09.2017**.

#### **7. SCRUTINY OF OFFERS.**

- 7.1** The Bank will scrutinize the Bid/s received to determine whether they are complete in all respects as per the requirement of RFP.
- 7.2** The Technical Bid will be evaluated only for those bidders who submit EMD and Tender Fee.
- 7.3** The Technical Bid submitted by the bidder will be evaluated based on the stipulated eligibility criteria and RFP Terms.
- 7.4** The bidders who comply with the eligibility criteria will be qualified for further evaluation and such pre-qualified bidders may require obtaining a **test certificate** from any National Test House for the model offered by them.
- 7.4.1.** The cost of testing charges, transportation, insurance and any related expenses will have to be borne by the bidders and no reimbursement will be made to any of the bidders.

#### **8. CLARIFICATION OF OFFERS:**

**During the process of scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, seek clarifications from all the bidders/any of the bidders on the offer made by them. The request for such clarifications and the Bidders response will necessarily be in writing and it should be submitted within the time stipulated by the Bank, failing which the bids are liable for rejection.**

#### **9. NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER**

- 9.1.** The Bank is not bound to accept the lowest bid or any offer / bid or to assign any reason for non-acceptance. It also reserves its right to reject any or all the offers / Bids without assigning any reason thereof whatsoever.
- 9.2.** The Bank will not be obliged to meet and have discussions with any bidder and /or to entertain any representations in this regard.
- 9.3.** The bidder including those, whose RFP is not accepted shall not be entitled to claim any

costs, charges, damages and expenses of and incidental to or incurred by them through or in connection with his submission of RFPs, even though the Bank may opt to modify/withdraw the RFP / Recall the RFP.

#### **10. INCOMPLETE OFFERS WILL BE REJECTED.**

**10.1.** The incomplete offers will be rejected without any further reference. Such rejections may take place in case of non-adherence to the format or partial submission of technical information as per the format given in the offer or not furnishing the information sought for.

#### **11. ERASURES OR ALTERATIONS.**

Offer shall be submitted on prescribed Form only, the documents downloaded from website have to be duly filled and submitted and no other format shall be used, except for Proformas which shall be submitted in the letter head. Wherever required, particulars can be submitted in annexure, but such details shall be clearly mentioned in respective columns in the original document. All the documents, enclosures, and correspondence will form the part of contract. Offer in any other format other than the prescribed in this document shall be liable for rejection. The applicant shall submit an under taking (as per Annexure I) stating that no changes, alterations are made in the offer documents issued by the Bank or downloaded from the website and same is submitted to the Bank.

#### **12. ALTERNATIVE OFFERS /BIDS.**

A Bidder/s should specifically quote for one model only as per specifications and no alternate models should be quoted. Any bidder with multiple quoting for multiple models will be rejected. **The model quoted should be mentioned in Annexure A-3 and Annexure C.**

#### **13. EARNEST MONEY DEPOSIT.**

**13.1** The bidder shall furnish Earnest Money Deposit (EMD) of **Rs.10,00,000/- (Rupees Ten Lakhs Only)** by way of Demand Draft drawn on any scheduled bank in favour of "**The Odisha State Co-operative Bank Ltd**", payable at **Bhubaneswar or BG (as per Annexure E)** for the same value in favour of "**The Odisha State Co-operative Bank Ltd**"

**13.2** No interest is payable on EMD.

**13.3** The EMD should be placed in the Technical Bid only.

**13.4** The EMD of the Bidders not qualified under Technical Bid and unsuccessful bidder in the final process will be returned after the bid.

**13.5** The EMD of the successful bidder shall be returned within 30 days after signing of agreement /depositing of the Security Deposit as per terms & conditions of the RFP by the bidder(whichever is later).

**13.6 The EMD may be forfeited in the following instances:**

**13.6.1.** If the bidder withdraws or amends the bid during the period of bid validity specified in this document.

**13.6.2.** If the successful bidder fails to sign the agreement and / or fails to furnish Performance Guarantee/ Security Deposit in accordance with the terms of this RFP within 10 days from the date of receipt of the Purchase Order from the Bank.

#### **B. TERMS AND CONDITIONS:**

## 1. **EFFECTIVE DATE**

- 1.1 The contract shall come into effect from the date of receipt of purchase order by the successful bidder.

## 2. **SCOPE CONTRACT.**

The scope of purchase contract shall include Supply, delivery, installation, implementation of Micro ATM securely packed in good condition, providing training to the Bank and its Partners, on operation of the Micro ATM and maintenance of Micro ATM for 5 years (warranty period) thereof at various Service Points of the Banks in Odisha.

- 2.1 Supply of **Micro ATM (UIDAI 1.5.1 IBA-IDRBT standard)**, confirming to the Technical Specifications as per **Annexure D** and its maintenance.

It may be noted that the requirement given in this RFP is indicative only and OSCB will have the option to purchase more or less than the quantity specified in this RFP at the same price and the Terms & Conditions of the RFP. Micro ATM operationalization has to be carried out by the bidder for free of cost.

### 2.3 **Definition: The definitions of the words used shall be as follows:**

**Bidder** –Firm participating for subject RFP.

**Bank** –OSCB / DCCBs

**Micro ATM**- Micro ATM (UIDAI 1.5.1 IBA-IDRBT standard),

**Contract** - Agreement / Order between Bank and Successful bidder.

**Vendor:** Successful bidder on whom the Purchase Order is placed by Bank.

## 3. **TIME PERIOD:**

- 3.1 The supply has to be completed within a period of **4 weeks** and complete installation/ operationalizing the Micro ATM within **6 weeks** from the date of receipt of the Purchase order by the bidder.
- 3.2 Time is the essence of the Contract. Time Period for delivery and making the Micro ATM operational shall be firm and binding on the bidder / vendor.
- 3.3 The delay in making the machine operational will attract Liquidated Damages as per clause 7 of the terms & conditions of RFP.
- 3.4 The warranty period will start from the date of Micro ATMs made operational as certified by the Bank in writing.

## 4 **PRICE**

- 4.1. The Price/s quoted for supply of the Micro ATM and AMC must be made in Indian Rupees only and shall include the following:
- All the Taxes except VAT/ Service Tax.**
  - Cost of any other miscellaneous items supplied by the Bidder for functioning of the machine if any.
  - Packing, Transportation and Forwarding charges to the site.
  - Making the machine operational without any additional cost.
  - Local levies in the country of origin and shipment
  - Three years Comprehensive On-site Warranty from the date of the machine becoming operational at site.

- g. Future Up gradations of the machines as per Bank/RBI requirement, if so required.
- h. Future AMC / Buy back, if so required.
- 4.2 If the bidder fails to include any other expenditure/item in the RFP, no claim thereof will be considered by the bank afterwards.
- 4.3 The AMC prices shall be firm and binding without any escalation whatsoever for entire period of 5 years of contract. No escalation in price is permitted for any reason whatsoever. Prices quoted must be firm till the completion of the contract i.e. supply, testing, and operationalizing the Micro ATM, warranty period.
- 4.4 However the expenditure towards consumables, connectivity charges will be borne by the Bank.

**5. AGREEMENT:**

- 5.1 The Successful bidders shall sign an agreement on banks' prescribed format as per **Annexure F** with the Banks within 10 days from the date of receipt of Purchase Order.
- 5.2 A detailed agreement with SLA (service level agreement) will be done with the vendor Specifying roles and responsibilities.

**6. DELIVERY.**

- 6.1. The delivery has to be made at the locations, details of which will be intimated by the bank subsequently.
- 6.2. The order will be deemed as incomplete if any component of the Micro ATM not delivered or are delivered but not operational or not acceptable to the Bank after acceptance testing / examination. In such an event, the supply and making the Micro ATM operational will be termed as incomplete and Micro ATM will not be accepted and the warranty period will not commence. The Micro ATM will be accepted only after complete operationalizing of the Micro ATM.
- 6.3. If the Bidder fails to deliver and / or made the Micro ATM operational within the stipulated time schedule or by the date extended by the Bank, the same shall be treated as a breach of contract. Partial supply of the ordered quantity shall also be considered as breach of contract. In such case, the Bank may invoke the proportionate amount of Security Deposit / Bank Guarantee and the penalty clause shall apply.
- 6.4. The Bank will not arrange for any Road Permit / Sales Tax clearance for delivery of machine to the place of delivery and the Bidder is required to make the arrangements for delivery of Micro ATM to the locations as per the list of locations /items provided from time to time by the Bank. However, the Bank will provide letters / certificate / authority to the Bidder, if required. Import / Export license, if any required shall be arranged by the bidder only on his own and at his own cost. Failure to obtain required license from the competent authority will not be considered as Force majeure.
- 6.5. Operationalizing of the Micro ATM will be deemed as complete only when the same is certified by the Bank/s in accordance with the Terms & Conditions of this RFP.
- 6.6. **Post Delivery Test:** The Bank reserves the rights to test i.e. both technical and stress test at least one out of 10 machines after delivery at site. The selection of the machines for testing shall be at random basis at Banks discretion. The cost of such testing and related expenses shall be borne by the Vendor. Any failure of the machines to meet the rules, terms and conditions of RFP as a result of

post-delivery tests either fully or partially, will Empower Bank to reject all the machines supplied to Bank against the purchase order of this RFP.

In such events the bidder shall replace it by new machines on the same rules, terms and conditions of the RFP without any additional cost. Any delay due to such failure will attract Liquidated Damages as stipulated in this RFP and no extensions will be permitted.

## **7. LIQUIDATED DAMAGES FOR DELAY**

- 7.1. If the bidder fails to deliver and operationalize the Micro ATM within the specified time, the Bank shall have the option to accept or reject the Micro ATM delivered by the bidder after the expiry of the time period specified in the RFP. In case of acceptance of the delayed delivery/operationalization of the machine, the bidder shall be liable to pay the Bank the following amount as Liquidated damages at the rates specified below, for each completed week of delay or part thereof, on the cost price of the Micro ATM as per item 1 of BOQ. Liquidated Damages per week of delay or part thereof 0.5% of the cost of the Micro ATM (i.e. item 1 of Bill Of Quantities) per week subject to a maximum of 10% of the cost per machine (i.e. item 1 of BOQ)
- 7.2. The bidder agrees and considers that the liquidated damages set out herein above are fair and reasonable and that he will raise no objection or dispute with regard to the bank's right to recover the liquidated damages.
- 7.3. The liquidated damages shall be deducted / recovered by the bank from any money due or becoming due to the bidder under this purchase contract or may be recovered by encashment of bank guarantees or otherwise from bidder.

## **8 .TERMS OF PAYMENT**

The following terms of payment shall be applicable to this contract.

- 8.1. Bank will not pay any advance.
- 8.2. 40% of the invoice value will be made on delivery of the Micro ATM.
- 8.3. 30% of the Invoice value against completion of all work against submission of the following:
  - a. Purchaser's Inspection and Test certificates.
  - b. Micro ATM receipt and testing Certificate signed by the Authorised Officials of the Bank.**(Annexure- I & J)**
- 8.4. 10 % each of Invoice value on completion of 12 months/ 24 months/ 36 months of satisfactory functioning and submission of certificate from the Bank **or against Performance Bank Guarantee valid upto relevant period.**

## **9. SECURITY DEPOSIT.**

- 9.1. The successful bidder should submit a Security Deposit for **10 % value of the contract within ten days** from the date of receipt of the Banks' purchase order. If the Security Deposit is not submitted within the stipulated time, Bank reserves rights to cancel the order and forfeit the EMD.
- 9.2. The successful bidder should submit Security Deposit by way of DD drawn on any scheduled Bank or Performance Bank Guarantee issued by a Scheduled Bank in India other than OSCB and its affiliated

DCCBs. No interest shall be payable by the Bank on the above security deposit. The format of performance BG shall be as per **Annexure G**.

- 9.3. Security deposit, if submitted, in the form of Performance Bank Guarantee, the guarantee period should be valid for 60 months from the date of placing the order or till expiry of warranty period, whichever is later.
- 9.4. The security deposit / bank guarantee will be returned to the bidder / vendor within 15 days after completion of warranty period subject to satisfactory performance of the Micro ATM as per the RFP rules, terms& conditions and deducting the recoveries, if any.
- 9.5. **The selected bidder shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due.**
- 9.6. The Bank shall invoke the Bank guarantee before the expiry of validity, for breach of contract and/or if the guarantee is not extended, or if the selected bidder fails to complete his obligations under the contract. The proceeds of the guarantee shall be payable to the Bank.

## **10. ORDER CANCELLATION**

The Bank reserves its right to cancel the entire / unexecuted part of Purchase Order at any time by assigning appropriate reasons in the event of one or more of the following conditions treating it as default / non-performance of the contract:

- a) Fails to accept the purchase order within the specified time (3 days from date of Purchase Order).
- b) Fails to sign the agreement within the specified time.
- c) Fails to deposit the Security deposit /performance guarantee within the specified time.
- d) Delay in delivery beyond the specified period.
- e) Partial Delivery.
- f) Serious discrepancies noted in the items delivered.
- g) Breaches in the terms and conditions of the Order.

In addition to the cancellation of purchase order, the Bank shall invoke the Bank Guarantee or forfeit the Security Deposit given by the bidder towards non-performance/non-compliance of the terms and conditions of the contract, to appropriate the damages to the extent of number of Micro ATMs not delivered, defective Micro ATMs, and Micro ATMs without its accessories.

## **SOFTWARE, DRIVERS AND MANUALS.**

- 10.1. The bidder shall supply along with each Micro ATM ordered, all the related documents and necessary media of the software loaded in the machine without any additional cost. The media and documents shall be in English. These will include but not restricted to User Manual, Operation Manual, Other Software and Drivers etc.
- 10.2. All related documents, manuals, catalogues and information furnished by the bidder shall become the property of the Bank.

## **11. WARRANTY.**

- 11.1. The entire Micro ATM including its accessories etc. shall be under Comprehensive Onsite Warranty covering all parts, maintenance or support for its proper implementation, performance and output as

specified in the RFP for a **Period of 36 months** from the Date of satisfactory implementation of the Micro ATM and Certified by the Bank.

- 11.2. The supplied Micro ATM shall be free from defective material and workmanship and any shortfall/defect that may appear/be detected **within 36 months** from the date of site acceptance, which in the opinion of the Bank has arisen from bad design, material and/or workmanship, shall upon intimation to the bidder, be made good at the bidder's own risk within 3 days.
- 11.3. During the said warranty period of 36 months, the bidder shall without any extra cost, carry out all routine and special maintenance of the Micro ATM and attend to any difficulties/effects/replacements that may arise in the implementation of the system.
- 11.4. The Bidder should further guarantee that the Micro ATM shall be brand new, based on proven and established technology, and shall be suitable for Indian conditions.
- 11.5. The defective or replaced parts shall be returned to the Bidder upon request and at his cost and responsibility. The Bank will, however, render such assistance in the matter as will expedite the same.
- 11.6. If the Bidder on account of the defects and/or repairs replaces certain items by changing the design or materials, such change shall not reduce the performance of the equipment as per the technical specification.  
The issue of Micro ATM operationalization certificate/inspection certificate/approval by the Bank shall in no way relieve the Bidder from the provisions of this clause.
- 11.7. Bank reserve rights to forfeit the Security Deposit deposited by the vendor in case of any breach / deviations on part of vendor on any service related issues or warranty issues or any breach in the contract during warranty period.
- 11.8. The performance of the vendor will be reviewed on yearly basis to ascertain vendor's capability during the period.
- 11.9. If found unsatisfactory, the contract may be terminated by giving 3 months' notice period at any point of time. However, during the notice period, the vendor is expected to deliver the same level of services as prescribed in the RFP and same payment terms will be applicable.

## **12. ANNUAL MAINTENANCE CONTRACT.**

- 12.1. The Bank, at its discretion may enter into Annual Maintenance Contract with the bidder.
- 12.2. The support for maintenance of MICRO ATM supplied should be after warranty period by the bidder.
- 12.3. The Bidder shall quote his rates per year per Micro ATM for all inclusive (comprehensive) maintenance service **inclusive of Taxes, Charges Fee /Service tax** after the expiry of Warranty period.
- 12.4. The rate of AMC must be quoted both in words and figures in the Financial Bid separately (which shall cover replacement of defective parts) for 1 year after the expiry of warranty.
- 12.5. The AMC Charges should cover the regular maintenance of the Micro ATM, cost of the replaced parts, consumables and also the manpower cost except electrical power and GPRS connectivity. It may be noted by the bidder that Bank will not provide any kind of assistance in the form of

men/material and the Bidder will have to make his own arrangements for deputing the required skilled manpower including all necessary spares for setting right the reported/observed defects. These rates shall remain firm and valid date of expiry of the warranty period. Repairs to the Micro ATM and trouble shooting of software in the event of any breakdown, the scope of the contract shall include all costs, transport, handling, insurance charges and including all taxes, duties, levies for the following:

- 12.6. Maintenance like periodical servicing, trouble shooting, settings, adjustments, cleaning, at periodical intervals to ensure (i) smooth and trouble free working of the system and (ii) the performance of the Micro ATM at the contracted capacity.
- 12.8. Troubleshooting, settings, adjustments including cost of repair/supply of spares/ components/ sub-systems.
- 12.9. AMC Payment will be made once in a year on receipt of Bills, after satisfactory completion of service during the period.
- 12.10. Any breakdown of the Micro ATM/shortfall in its performance will be intimated to the vendor by the Bank and the vendor shall attend to and rectify the same immediately. Penalty will be charged as per penalty clause of this agreement, in case of non-compliance.
- 12.11. The Bank shall have the option to terminate the service contract any time during the contract period by giving a written notice of **3 months**, without assigning any reason thereof. However, the contractor shall commit to the service contract for a minimum period of 1 year (AMC period), unless the service contract is terminated by the Bank and vendor will have no right to terminate the contract within this period.
- 12.12. Bank reserve rights to forfeit the Security Deposit deposited by the vendor in case of any breach / deviations from the vendor side on any service related issues or any breach in the contract during entire warranty and AMC period.

### **13. LOCAL SUPPORT.**

The bidder should be capable of meeting the service & support standards as specified in this RFP. Service support should be available at all SSA points during Bank working days/ hours.

### **14. PATENT**

The 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 etc. or such other statutory infringements in respect of Micro ATM.

### **15. PUBLICITY.**

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

### **16. GUARANTEES FOR SOFTWARE.**

The bidder should guarantee that the Micro ATM delivered to the Bank are brand new, including all components. In the case of software, the bidder should guarantee that the software supplied to the Bank is licensed and legally obtained. All hardware and features must be supplied with their original and complete printed documentation.



**17. SPARE PARTS**

The bidder will make the spare parts for the Micro ATM available for a minimum period of 5 years after warranty period. If any of the peripherals / components are not available during the warranty / AMC period, the substitution shall be carried out with peripherals / components of equivalent or higher capacity.

**18. NEGLIGENCE.**

In connection with the contravention of the provisions of General Terms, if the bidder neglects to execute the order 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 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 bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the losses at the risk and cost of the Contractor.

**19. RESPONSIBILITY FOR COMPLETENESS**

Any supplies and services which might not have been specifically mentioned in this RFP but are necessary for the design, engineering, manufacture, supply and operationalizing, completeness of the order, shall be provided / made available as per the time schedule for smooth and efficient operation and maintenance of the machine under Indian condition. The Bidder shall be responsible for any discrepancies, errors and omissions in the drawings or other information submitted By them/him irrespective of whether these have been approved, reviewed or otherwise accepted by the bank or not. The bidder shall take all corrective measures arising out of discrepancies, error and omission in drawings and other information as mentioned above within the time schedule and without extra cost to the bank.

**20. UPTIME**

The selected bidder shall ensure uptime of individual Micro ATMs (to be calculated on monthly basis) as mentioned below during warranty period:

<u>Centres</u>	<u>Percentage</u>
Metro & State Capital Centres	99%
Urban Centres (Other than Metro & State Capital Centres)	98%
Semi urban & Rural Centres	97%

Downtime for any particular micro ATM should not exceed more than 12 hours for a single incident of failure. Uptime shall be calculated on a monthly basis and shall be counted from the time the call is identified as a Warranty call requiring an Engineer's visit.

Uptime percentage will be calculated as:

$$(Available\ time - Downtime) \times 100 / (Available\ Time)$$

Available time is time in hrs. cumulative over a month for individual Micro ATM, available for bank's usage and will excludes time taken to load Software, perform any maintenance services and/or calls identified as Bank preventable calls;

Time for operational scheduled downtime; time when Equipment is not available due to events of force majeure, time taken for the engineer to reach the site, time taken to replenish cash and consumable, any type of jams, equipment not kept and/or maintained as per the required/ defined environmental conditions, re-certification, cash related snags, relocation, re-installation, power failure, any attached device failures, switch software failure, network failures, time to replenish cash, delays in the Vendor access to the micro ATMs for a reason not attributable to the Vendor, currency quality related issues, any third party related problem and any other non-MICRO ATM related failures. Downtime is the time in hrs. Cumulative over a month, for which a site is completely unavailable for the usage due to failure of the Vendor supported equipment.

Selected bidder/s has to submit call report mentioning details of calls pending/disposed for all micro ATMs within 7 (seven) days from the close of every calendar month.

**Note:** If the selected bidder/s fails to provide services which results in the uptime of Micro ATM below stipulated percentage, penalty will be applicable and will be deducted from the bill.

## **21. PENALTY**

21.1 The Bidder shall perform its obligations under the service level agreement entered into with the Bank.

21.2 If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.

21.3 Bank may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of Bidder.

21.4 The Bank shall implement all penalty clauses after giving due notice to the bidder.

21.5 If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.

21.6 SLA violation will attract penalties.

21.7 Any Micro ATM including the software components / hardware equipment that are reported to be down on a given date should be repaired immediately. The resolution should not exceed 12 hours from the time of registering a complaint. The successful bidder(s) to ensure the above mentioned uptime to be calculated on monthly basis for machines.

**21.8 In case the Vendor fails to meet the required uptime, there will be a penalty of Rs.100/-(Rupees One Hundred only) up to 1% per downtime i.e. If required uptime is 99% and the vendor's reported uptime of 98% then penalty will be 1% for each machine. The Bank expected that the vendors reported uptime should not be less than 90%. Bank reserves the right to invoke the performance security. The fault reporting by the Bank and/or its representative or agent will be through a telephonic message or any other mode as Bank may decide.**

21.9 Notwithstanding anything contained above, no such penalty will be chargeable on the Vendor under the above clauses for the inability occasioned, if such inability is due to reasons entirely attributable to the Bank.

21.10 During warranty period, the penalty would be recovered from the vendor from the amount due to the vendor or retention amount of Bank Guarantee.

21.11 The sum total of penalties will not exceed 10% of the Total Cost of Ownership (TCO) within the contract period. Contract /purchase order may be cancelled and Performance Bank Guarantee may be revoked.

## **22. FORCE MAJEURE**

The bidder shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the bidder, i.e. Force Majeure. For the purpose of this clause, Force Majeure shall mean an event beyond the control of the bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the bidder, resulting in such a situation.

In the event of any such intervening Force Majeure, the Bidder shall notify the Bank in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the Bank, the Bidder shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

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 endeavour to find a solution to the problem. Under no circumstances the bidder will be entitled to any compensation, damages or extra cost. Notwithstanding above, the decision of the Bank shall be final and binding on the Bidder.

## **23. RESOLUTION OF DISPUTES.**

All disputes and differences of any kind whatsoever, arising out of or in connection with this offer or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days' notice in writing to the other party clearly setting out there in the specific disputes. In the event of absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators; one to be nominated by each party and the said arbitrators shall appoint a presiding arbitrator. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration. In case the Proposal is not received as required above on or before the said date and time, Bank shall presume that bidder is not interested proceeding with the dispute. The venue of arbitration shall be Bhubaneswar for the respective Banks.

**24. JURISDICTION**

The Purchase Contract / Annual Maintenance Contract shall be governed by the Laws and Regulations of India for the time being in force and will be subject to the exclusive jurisdiction of the Court in Bhubaneswar and High Court, Odisha, as the case may be.

**25. AUDIT BY THIRD PARTY**

The Bank, at its discretion, may appoint third party for auditing the activities of on-site Services and operations of entire services provided to the Bank.

## ANNEXURE – A

### Covering Letter Format

(In Bidder's Letter Head)

Offer Reference No: Date:  
To

The Managing Director  
Odisha State Co-operative Bank Ltd.  
Pandit Jawaharlal Nehru Marg, Bhubaneswar – 751 001

### Ref: RFP – Procurement of Micro ATMs

Dear Sir,

Having examined the RFP document including all Annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, and carry out operationalizing for Micro ATM (UIDAI 1.5.1 UIDAI IBA-IDRBT standard), in conformity with the said RFP in accordance with the schedule of prices indicated in the Financial offer and made part of this offer. If our offer is accepted, we undertake to complete delivery operationalizing and handing over the Micro ATM (compliance to Micro ATM 1.5.1 UIDAI IBA-IDRBT standard) within **four weeks** for all locations as specified in the offer document. We are submitting Tender Fee of **₹10,000/-** in shape of DD and EMD of **Rs. 10 Lakhs** in shape of Demand Draft /Bank Guarantee in favour of “**Odisha State Co-operative Bank Ltd**” at **Pandit Jawaharlal Marg, Bhubaneswar - 751001**, along with the Bid documents.

We agree to abide by this offer till **12 months from the date of opening of the RFP** and for such further period as may be requested for by the bank, and agreed to in writing by us. We also agree to keep the Earnest Money Deposit/Bank Guarantee in lieu of EMD during the entire validity period of the RFP. However, if we withdraw our offer within the said validity period, you shall have the right to forfeit the EMD/invoke the Bank Guarantee in lieu of EMD, without reference to us. We agree to abide by and fulfil all the terms and conditions of the RFP and in default thereof, to forfeit and pay to you or your successors, or authorized nominees such sums of money as are stipulated in the conditions contained in RFP together with the return acceptance of the purchase contract for supply of the Micro ATM (UIDAI 1.5.1 IBA-IDRBT standard). We enclose a list of clients in India (giving their full addresses) where the model quoted by us now have been supplied by us and the name and addresses of our Bankers.

We also confirm that we have not been disqualified by any PSU bank for supply of Micro ATM (UIDAI 1.5.1 IBA- IDRBT standard), further we confirm that we have not been blacklisted by the Govt. authority or PSU in India or any financial institution as on date and we were never involved in any legal case that may affect the solvency/existence of our firm or in any other way that may affect capability to provide/continue services to the bank. Our PAN number for Income Tax is \_\_\_\_\_.

We are registered with the GST authorities and our registration numbers are as follows.

GST Registration Number is \_\_\_\_\_.

We accept all the Instructions and Terms and Conditions of the subject RFP.

We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive without assigning any reason whatsoever.

Dated this \_\_\_\_\_ day of  
\_\_\_\_\_ 2017

Signature. \_\_\_\_\_

Signature of the Authorized Signatory with date & seal

**ANNEXURE – A1**  
**Particulars of Bidders / Manufacturers**

**A. Company/Bidder Profile**

SI No	Particulars
1.	Name of the Bidders/Firm Company
2.	Constitution
3.	Date of Establishment/ Incorporation Address:-
4.	Address of Registered Office  Address of Corporate Office  Telephone No FAX No  E-mail Address  Website  Sales Turnover (2014-15, 2015-16, 2016-17)
5.	Domestic Customer Base (Number of Micro ATM installed in India) Service Network
6.	(Number of Service Centres/service engineer in <b>Odisha (Please mention district wise)</b> )
7.	Human Resource Strength

**B. Manufacturer's Profile**

1. Name of the Manufacturing Company
2. Constitution of the Manufacturing Company
3. Date of Establishment/Incorporation of the Manufacturing Company
4. Address of the Manufacturing Company  
Address of Registered Office  
Address of Corporate Office
5. Telephone No FAX No  
E-mail Address  
Website
6. Nature of Relationship of your company with the Manufacturing Company.-  
Subsidiary of the Manufacturing Company/ Division of Manufacturing Company/ Sole  
Distributor/ Non Exclusive Distributor/ Agent/ Others (Please Specify)
7. Experience of the Manufacturing Company in Micro ATM Machines

**Signature of the Authorised Signatory with date & seal**

## ANNEXURE – A2

### Details of Offices/ Branches /Service Centres in Odisha

Sl no	Place, Postal Address , Contact Details	Details - Including Name of In-Charge, Contact Nos.	Service Facilities Available (Describe)	No. of Engineers, names of engineers, contact nos.	Jurisdiction of the Engineer

**Signature of the Authorised Signatory with date & seal**

## **ANNEXURE – A3**

### **Technical compliance Statement (In bidder's Letter Head)**

#### **Declaration**

We hereby undertake to agree to abide by all the terms & conditions stipulated in the RFP document.

We certify that the systems / services offered by us for RFP conform to the specifications stipulated in the RFP form.

We have quoted for the Models as under;

1. Micro ATM
2. Software
3. Any other Accessories
4. Any other Services required

**Signature of the Authorised Signatory with date & seal**



**ANNEXURE-B**

**Manufacturer's Authorization Form**

No. \_\_\_\_\_ . dated. \_\_\_\_\_

To

The Managing Director  
Odisha State Co-operative Bank Ltd.  
Pandit Jawaharlal Nehru Marg, Bhubaneswar – 751 001

Dear Sir,

RFP Reference No. \_\_\_\_\_

We \_\_\_\_\_ who are established and reputed manufacturers of \_\_\_\_\_ having factories at \_\_\_\_\_ and \_\_\_\_\_ do hereby authorize M/s \_\_\_\_\_ (Name and address of the Agent/Dealer) to offer their quotation, negotiate and conclude the contract with you against the above invitation for RFP offer.

We hereby extend our full guarantee and warranty as per terms and conditions of the RFP and the contract for the equipment and services offered against this invitation for RFP offer by the above firm and will extend technical support for a period of **5 years** from the date of submission of this RFP.

We further confirm that the Micro ATM model..... offered in the bidding will not be out of sale/ support during the operational period of 5 years warranty.

Yours faithfully

For and on behalf of  
M/s

\_\_\_\_\_  
(Name)  
(Name of Manufacturers)

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

**ANNEXURE- C**

**Bill of Material and Price Schedule**

Supply of the Micro ATM (1.5.1 UIDAI IBA-IDRBT standard)

As per Model Quoted in **Annexure A2**

<b>S L</b>	<b>Item Description</b>	<b>Qty</b>	<b>Unit Rate</b>	<b>Total Price</b>
	Micro ATM (UIDAI 1.5.1 IBA-IDRBT standard) (with <b>5 years of warranty</b> and service during the warranty period as per this RFP)	<b>3000</b>		
1	GST			
	Application Software	1		
2	GST			
3	Any other Accessories			
4	Any other expense for 5 years			
<b>Annual Maintenance Contract</b>				
5	AMC for Micro ATM per year (after warranty)	<b>3000</b>		
6	AMC for Application Software per year, if any	1		
7	Any other expenses			
8	<b>Total</b>			

**The Price should be inclusive of all taxes and duties excluding GST.**

Authorized Signature on behalf of the Bidder with full Name.

Notes:

- This bill of material including these Notes, duly filled up and signed, shall be submitted as Financial Bid in a separate sealed envelope as detailed in Instructions to Bidders. A photocopy of the Financial Bid with the prices masked shall be attached in Technical Bid as „masked price bid“. Technical Bid without 'masked price bid' will be liable for rejection.
- Bidder must take care in filling price information in the Financial Offer, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly.
- All the above prices should be inclusive of all imports cost, duties, excise duty,
- All applicable Taxes except GST.
- The AMC charges shall be inclusive of all taxes, charges, fees except GST.
- We understand that the above-mentioned figure is for price-comparison purpose only and the bank will pay on actual, taking into account the unit prices quoted by us.
- We confirm that we have quoted for 1 year post warranty AMC rates (as per terms and conditions of the RFP), giving the rates/price in our Financial Offer.

Date:

Place:

Signature

(Name)

on behalf of (Name of the bidder)

## Annexure – D

### TECHNICAL SPECIFICATIONS

#### Micro ATM Specifications

##### Device specifications

Micro ATMs (POS Machines) should be all-in-one integrated product. Device should be strictly according to the Micro ATM standards 1.5.1 and the biometric sensor should be STQC-certified. Banks procuring Micro ATMs may choose to award higher technical scores for particular form factors, or optional features, which meet their own business requirements.

Component	Minimum Requirement
Biometric scanner	All Micro ATM devices should use the STQC-certified Scanner + Extractor to meet the technical specification as defined by UIDAI
Connectivity	The device must provide for two channels (of service provider's choice) of network connectivity in 2G/3g network. No external network dongle to be used )
Security	2048-bit PKI, 256-bit AES, Base64, SHA-256 for full compliance with Aadhar Authentication API specifications (9).
Non-volatile storage	Must be capable of storing audit trails of at least 1,000 transactions.
Display	Colour display readable under sunlight. Must be capable of displaying min. last 10 transactions without scrolling horizontally . Each transaction must display at least the date, type, and amount.
Printer	Must be able to print out transaction status and a mini-statement of at least the last 10 transactions. Receipts and other printed items must be legible for at least two months from the date of printing.
Battery	Rechargeable battery, with minimum 10 hours battery life.
Power Adaptor	AC/DC Adaptor with surge protection.
Environment	Operating temp: 0°C to 50°C. Storage not including battery: 0°C to 55°C.
Magstripe reader	As per specifications in Section 4.3 (2) (3). The payment application on MicroATMs for processing card and PIN transactions should be certified with PA-DSS certification.

and PIN pad	The payment application on microATMs for processing card and PIN transactions should be certified with PA-DSS certification (2) (3)..	
	Component	Specifications
	Magstripe reader	ISO triple-track 1/2/3, bi- directional, high-Coercivity
	Security	1. 3DES encryption 2. TMK/TPK support with all keys remote download cap 3. UKPT/ DUKPT capability
	PCI- PED for POS	PCI (Payment Card Industry) PED (Pin Entry Device) for POS PCI PTS 3.1 or above
Speaker	A facility should be provided for voice confirmation of the transaction	
Location	The terminal should have the capability to communicate its location.(Industry standard 16 channel NMEA Compliant GPS support or Cell Tower Location any other dynamic method for approximate Lat-Long Location)	
QR code reader	Ability to read QR code from the Aadhar letter, of size 21mm x 21mm, 600 DPI, and Error Correction Code Level M (Medium).	
EMV capability	EMV Level 1 and Level 2 certification as per Section 4.4.	
NFC reader(Optional)	Contactless smart card readers compliant to ISO 14443 A and B cards for all (four types of NFC tags) and ISO/IEC 18092	

\* The bidder shall be required to submit documentary proof of all requisite certifications for proposed POS device.

Warranty and Technical Support Period	<b>5 Year Warranty</b>
---------------------------------------	------------------------

\*\* The bidder will also provide a guarantee that all the major functions (secured OS, Connectivity options, Interfaces, Security features and Terminal Management System shall be performing all the times.

Note - At a future date, as the device ecosystem matures, the Micro ATM specifications may have to be refreshed and some of the optional items may be made mandatory. In case Micro ATM specifications are refreshed, devices conforming to the earlier specifications do not need to be upgraded; the new specifications will apply only for new procurements thereafter.

## 4.2 Biometric scanner specifications

All Micro ATM devices should use the STQC certified Scanner + Extractor to meet the technical specifications as defined by UIDAI. Certified devices should carry the Aadhar logo on the device. The use of the Aadhar logo should be in accordance with the guidelines issued by UIDAI.



Detailed guidelines on the STQC certification process, and list of certified devices are available on the STQC website: <http://www.stqc.gov.in/content/bio-metric-devices-testing-and-certification>

### Bio-Metric Scanner Specification -

S.No	Parameters	Specifications
1	Fingerprint template Compliance for minutiae data	ISO 19794(2)
2	Fingerprint template Compliance for image resolution	ISO 19794(4)
3	Scan resolution pixels/centimetre (ppcm)	197ppcm
4	Scan resolution pixels/inch (ppi)	500
5	Pixel depth (bits)	8bit
6	Dynamic range (gray levels)	256 levels
7	Certification	FBI -PIV
8	Impression type	Optical Platten
9	Visual Indicator	Ready to capture/ Captured
10	Light source dependability	No
11	High Resistance	To shock, abrasion and water. Minimum IP 54 rating.
12	Algorithm should include	Image Quality Determination and Feature Generalization
13	Encryption of fingerprint template	Using unique foreign key
14	USB connectivity	Yes
15	USB Types	USB 2.0 Standard Interface and Micro USB interface
16	Capture mode	Plain live scan capture
17	Capture mode	Auto capture with built-in quality check (incorporates NIST quality considerations)
18	Power	Through USB
19	Software API	Interface API and Data Dictionary to be shared with the bank and documentation to enable seamless integration with CBS or any other system.
20	Sensor Type	Optical –CMOS Sensor

21	Ambient Light	Ambient light rejection : no external light-source dependability
22	Latent Images	Latent fingerprint rejection
23	Capture Type	Auto capture
24	Firmware Level Encryption / Onboard template encryption	The device should be capable of performing firmware level encryption of captured biometric data (image and biometric template) before it leaves the device; this is critical to prevent MIM (Man in middle attack)
25	Fake/counterfeit fingerprint	The biometric devices should be able to reject fake/counterfeit fingerprint including those made with latex, Plasticine, Paper, Rubber.
26	Aadhar registered Devices	Devices should be Level 0 compliant to Aadhar register device concept
27	Template extractor	Minex compliant, STQC certified sensor+extractor combination
28	Supported Operating System	Linux ( RedHat 6.0), Windows7 , Windows 8 (Both 32bit and 64bit)
29	STQC Certification	Valid STQC Certification
30	Extractor & Image Template Standard	ISO 19794 2 for fingerprint minutiae template And ISO 19794 4 for Fingerprint Image Template
31	FRR	<2%

**Annexure–E**

**BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT**

Bank Guarantee No.....dated.....

Amount of Guarantee Rs.....

Guarantee cover from Dated: .....

To Dated: .....

Last Date for Lodgement of claim: .....

To:

The Managing Director  
Odisha State Co-operative Bank Ltd.  
Pandit Jawaharlal Nehru Marg, Bhubaneswar – 751 001

WHEREAS \_\_\_\_\_ (Name of bidder) (hereinafter called "the bidder ")  
having their registered office at \_\_\_\_\_ has submitted  
its RFP dated

\_\_\_\_\_ (Date) for the execution of (Name of Contract)  
\_\_\_\_\_ (hereinafter called "the RFP") in favour of "Odisha State Co-operative  
Bank Ltd" hereinafter called the "Employer ";

KNOW ALL MEN by these presents that we, -----

----- **having its office ---**  
----- **at** -----

-----, -----, herein after called "the Bank" are bound  
unto the employer for the sum of  
Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) for which  
payment well and truly to be made to the said Employer, the Bank binds itself, its successors and  
assigns by these presents; THE CONDITIONS of this obligation are:

- (a) If the bidder withdraws its RFP during the period of RFP validity specified in the RFP; or
- (b) If the bidder having been notified of the acceptance of his RFP by the Employer during the  
period of RFP validity;
  - (i) Fails or refuses to execute the Agreement, if required; or
  - (ii) Fails or refuses to furnish the performance security or security Deposit, in accordance with  
clause 9 of Terms and Conditions of this RFP.

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

Notwithstanding anything contained herein,

- 1) Our liability under this Bank guarantee shall not exceed  
Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

The bank Guarantee is valid up to \_\_\_\_\_ and

- 2) 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 \_\_\_\_\_ ( mention  
period of the Guarantee as found under clause (ii) above plus claim period)

Dated \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

**SIGNATURE WITH SEAL OF THE BANK**



## ANNEXURE – F

### AGREEMENT FORMAT

#### FORM OF AGREEMENT

This agreement made on the \_\_\_\_\_ day of the month of \_\_\_\_\_ in the year 2017  
BETWEEN, **OSCB, having its operational headquarters at Pandit Jawaharlal Nehru Marg,  
Bhubaneswar – 751 001, hereinafter referred as the Employer / Bank**) on the ONEPART

; and

\*Sri \_\_\_\_\_ S/D/o \_\_\_\_\_ resident of

\_\_\_\_\_ the sole proprietor of

M/s \_\_\_\_\_ having office at the following address

M/s. \_\_\_\_\_ the partnership firm having an administrative/principal office at \_\_\_\_\_ represented by its Managing/duly authorised partner.

M/s. \_\_\_\_\_ company/body corporate incorporated under the provisions of the Companies Act 1956 having its registered office at the following address

\_\_\_\_\_, duly represented at \_\_\_\_\_ duly represented by its constituted and authorised Managing Director, Shri \_\_\_\_\_

and (hereinafter called the vendor which term shall also be called the Supplier or the Contractor) on the other part

WHEREAS THE Employer / Bank is desirous to purchase **3000 Nos Micro ATM** (UIDAI 1.5.1 IBA-IDRBT standard) for their operations across **Odisha** as detailed in this RFP Dated----- opened on \_\_\_\_\_ furnished by the Vendor for the supply, operationalizing and performance of such supply has been accepted by the Employer on the terms and conditions as set out therein and inter alia others.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents not inconsistent with these presents shall be deemed to form and be read and construed as part of this agreement viz;
  - a) Notice inviting RFP
  - b) General Rules and Instructions for the guidance of Bidders.
  - c) Terms and conditions of the RFP.
  - d) All Annexures of the RFP
  - e) The details submitted in technical bid, design, technical brochures, drawings and such other details etc. f) Price bid
  - g) The Purchase order, Letters from & to the Vendor, if any, leading to and prior to issue of purchase order.
3. In consideration of the payments to be made by the Employer to the Vendor, the Vendor hereby covenants and agrees with the Employer to supply the items, perform the supply in conformity in all respects and subject to all terms and conditions/rules as mentioned in this RFP as also in the aforesaid documents which shall form part of this agreement.

In witness whereof the parties hereto have hereunto set their respective hands and seals the day and year first above written.

Signed, sealed and delivered by the said Vendor

\_\_\_\_\_ to the

Employer \_\_\_\_\_ in the presence of:

Signature of Vendor (with seal)

Signature of Authorised representative of the Employer / Accepting Authority.

Witness (Signature, Name &Address):

1).

2).

**ANNEXURE – G – SECURITY DEPOSIT FORMAT**

**BANK GUARANTEE FORMAT FOR SECURITY DEPOSIT**

Bank Guarantee No.....dated.....  
Amount of Guarantee Rs..... Guarantee  
cover from Dated: .....  
To Dated: .....  
Last Date for Lodgement of claim: .....

To,  
The Managing Director  
Odisha State Co-operative Bank Ltd.  
Pandit Jawaharlal Nehru Marg, Bhubaneswar – 751 001

In consideration of **OSCB and its affiliated District Co-operative Central banks in Odisha** (hereinafter called "Beneficiary") having agreed to exempt,..... (Name of vendor), having its Registered Office situated at..... (Hereinafter called the "the obligator(s)") from the demand of security deposit of Rs.....(Rupees..... only) under the terms and conditions of an agreement dated.....(hereinafter called the "said Agreement") for the due fulfilment by the said obligator of the terms and conditions contained in the said agreement, on production of the Bank Guarantee for Rs..... Rupees..... only), at the request of the obligator, we \_\_\_\_\_, a scheduled commercial Bank having its Head Office at \_\_\_\_\_ amongst others a branch at \_\_\_\_\_ (hereinafter referred to as "the Bank") has agreed to give following guarantee in favour of the beneficiary for an amount not exceeding Rs..... (Rupees .....only) against any loss or damage caused to or suffered or would be caused to or suffered by reason of any breach by the said Obligator(s) of any of the terms and conditions contained in the said agreement.

1. We, the Bank to hereby undertake to pay the amount payable under this guarantee without any demur merely on a demand from the beneficiary stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by reason or any breach of the terms and conditions contained in the said agreement or by reason of the obligator's failure to perform the said agreement. Any such demand in writing made on the Bank shall be conclusive as regards the amount due and payable by the Bank under the guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....
2. We, the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the beneficiary under or by virtue of the said agreement have been fully paid and its claims satisfied or till the beneficiary certifies that the terms and conditions of the said agreement have been fully discharged this guarantee. Unless a demand for claim under this guarantee is made on us in writing on or before ..... we shall be discharged from all liabilities under this guarantee thereafter.

3. We, the Bank further agree that the beneficiary shall have the fullest liberty, without consent and without effecting in any manner or obligations hereunder, to extend time of performance the said obligator from time to time or to postpone for any time any of the powers exercisable by the beneficiary against the said obligator and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved of our liability by reason of any extension being granted to the said obligator for any forbearance, act or omission on the part of the beneficiary or any indulgence by the beneficiary to the said obligator or by any such matter or thing whatsoever which under the law relating to sureties would not for this provision have effect of so relieving us.

4. We, the Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the beneficiary in writing.

Notwithstanding anything contained herein:

- (i) Our liability under this Bank Guarantee shall not exceed ₹ .....  
(Rupees..... only)
- (ii) This Bank Guarantee is 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  
..... (mention period of the guarantee as found under clause (ii) above plus claim period)

PLACE:

DATE :

SIGNATURE WITH SEAL

## **ANNEXURE – H**

### **Undertaking Letter in Vendor letter head with technical bid**

To,

The Managing Director  
Odisha State Co-operative Bank Ltd.  
Pandit Jawaharlal Nehru Marg,  
Bhubaneswar – 751 001

**Sub: RFP: .....**

**Dear Sir,**

This has reference to your above RFP published in your banks web site.

We hereby state that we M/s \_\_\_\_\_ have submitted the above offered documents duly filling at the appropriate places without making any alterations , corrections , omissions in the offer issued by the bank or downloaded from the web site.

**Signature & Name of the Bidder**

**Annexure- I**

**Certificate of Acceptance for Successful Supply & Installation of Micro ATMs**

**Purchase Order No. & Date**

Micro ATMS No: \_\_\_\_\_  
Installation Address: \_\_\_\_\_  
Connected Branch: \_\_\_\_\_  
Date of Commissioning: \_\_\_\_\_

This is to certify that the supply and installation of Micro ATM for .....  
Bank, against above said work order has been completed successfully.

For New Micro ATM Installed: -- \_\_\_\_\_

1. Micro ATM Make \_\_\_\_\_
2. All the applications as specified in the work order has been installed:(Y/N)
3. Application functionalities tested:(Y/N)
4. SQTC certified FP Scanner installed(Y/N)
5. Voice enabled for English/Telugu (Y/N)
6. Receipt Printing as per the standards of Micro ATMv1.5.1 \_\_\_\_\_
7. Whether other services options are working(Y/N)
8. Rate of Failure in AEPS,EKYC transactions (out of50txns)
9. Transaction receipt is printing in Bi-Lingual when selecting English/Telugu (Y/N)

Branch Comments if any:

\_\_\_\_\_

\*Note: Branch should check Micro ATM is in good condition (it was not damaged during transit) and is working fine.

We hereby confirm that the aforesaid Micro ATM including all the components is brand new and working fine.

Vendor  
Seal &Signature  
Date

Branch Manager/Secretary  
Seal &Signature  
Date