



The Assam Cooperative Apex Bank Ltd.

Panbazar, Guwahati - 781001, Assam.

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RFPNo.ACAB/HO/IT/ATM/2024/325

Dated:12thJuly 2024

The Assam Cooperative Apex Bank Ltd., having its Head Office in Panbazar, Guwahati, Assam invites Request for Proposal under two bid system (Technical and Financial Bids) for supply, installation and maintenance of ATM Cash Dispenser as per the following details:

Sl. No.	Description	Last Date and Time for Submission of Tender	Date and Time For Opening of Tender
1	Request for Proposal to supply, installation and maintenance of ATM Cash Dispenser	3 rd Aug 2024 at 2:00 P.M.	3 rd Aug 2024 at 3:30 P.M.

Sd/

**Deputy General
Manager,
IT Deptt. at Head Office.**

Disclaimer

representation or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by The Assam Co-operative Apex Bank Ltd. or any of its employees, in relation to the accuracy or completeness of this document and any liability there of expressly disclaimed. This RFP is not an offer by The Assam Co-operative Apex Bank Ltd., but an invitation for bidders' responses. No contractual obligation on behalf of The Assam Co-operative Apex Bank Ltd., whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized signatories of The Assam Co-operative Apex Bank Ltd. and the Bidder.

TENDER DOCUMENT

Ref. RFP No. ACAB/HO/IT/ATM/2024/325

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1. DEFINITION:

Bold face type is used to identify defined terms.

- a) The **Bank** means The Assam Co-operative Apex Bank Ltd.
- b) The **Bidder** means the Dealer/Authorized Vendor/Agency/Firm who is interested to submit the bids.
- c) **Party** means either the Bank or the Bidder, as the context requires.
- d) The **Bid/Quotation/Tender** is the completed bidding document submitted by the Bidder to the Bank.
- e) The **Works** means supply, installation and maintenance of ATM Cash Dispenser.
- f) **Days** are calendar days, months are calendar months.
- g) **OEM** means Original Equipment Manufacturer.
- h) **RFP** means Request for Proposal.
- i) **EMD** means Earnest Money Deposit.
- j) **AMC** means Annual Maintenance Contract.
- k) **GST** means Goods and Services Tax.
- l) **SLA** means Service Level Agreement.
- m) **Contract value** means the aggregate value of the purchase orders placed by the Bank on the Successful Bidder.

2. BACKGROUND AND PURPOSE:

The Bank is fully computerized and networked in order to achieve effective and efficient customer services and back-office operations. The Bank invites technically complete and commercially competitive proposals from reputed manufacturers/authorized representatives for Supply, Installation, Implementation and Maintenance of ATMs in the branches spread throughout the state of Assam. This RFP is invited from Original Equipment Manufacturers (OEMs) having presence in India or their Authorized Representative in India and support center in Guwahati or in Assam, provided Bidders fulfill the minimum Eligibility Criteria as mentioned in bid document (Clause No.7).

The Successful Bidder would be selected, and prices would be finalized through this RFP process and an agreement would be entered into with the Successful Bidder for entering into a rate contract for three (3) years for Supply, Installation, Implementation and Maintenance of Cash Dispenser(CD),i.e., Automated Teller Machine(ATM) with three (03) years comprehensive warranty and two (2) years AMC.

The tentative quantity is six (6). However, the actual quantity may vary as per requirements of the Bank. (The Successful Bidder will have no recourse if the quantity of the order placed does not match the given indicative quantity).

Please note that any deviations mentioned in the bid will not be considered and evaluated by the Bank. The Bank reserves the right to reject the bid, if the bid is not submitted in the proper format as per this RFP.

3. SIGNING OF CONTRACT:

The Successful Bidder shall mandatorily enter into a Service Level Agreement(SLA), Deed of Indemnity- Annexure IX and Non-Disclosure Agreement(NDA)- Annexure X with the Bank within **thirty(30)** working days of the award of the tender or within such extended period as may be permitted by the Bank.

The Service Level Agreement shall be deemed to include all the terms and conditions of this document, including corrigendum / addendum if any in this regard.

4. DURATION OF CONTRACT:

The rate contract for ATM machines (excluding spares as mentioned in Annexure XVII) will be valid for three (3) years from the date of signing of the contract agreement. However, the commercials for spares as mentioned in the Annexure XVII will be valid for the overall project tenure. The tenure of contract can be extendable on the same terms and conditions for a period of one (1) year at the sole discretion of the Bank subject to satisfactory performance of Successful Bidder and mutual agreement on the terms and conditions. The AMC will be valid for 2 years from the date of expiry of comprehensive warranty of three (3) years. The bidders are requested to submit

the details of parts which are not covered during the AMC period. The Bank reserves the right to terminate the contract or cancel the Purchase Order, if issued, at any time in case the Successful Bidder fails to meet any of the requirements as mentioned in the RFP.

5. GENERAL TERMS AND CONDITIONS:

- a) The minimum general Eligibility Criteria are stipulated herein in this document. However, fulfillment of minimum eligibility criteria will not entitle for Pre-qualification as Pre-qualification will be done after taking into account various parameters at the discretion of the Bank, including receipt of satisfactory reports from clients, in case the Bank deems it necessary to do so.
- b) The Bank may obtain reports on the past performance of the Bidder from previous/present clients in case it deems necessary. The Bank shall evaluate the said reports at any point of time before or after opening of the tenders. If any Bidder is not found to possess the required eligibility for participating in the tendering process at any point of time and/or its performance reports received from its clients are found to be unsatisfactory, the Bank reserves the right to reject the offer even after opening of the tender (both technical and commercial bids). The Bank is not bound to assign any reason for doing so.
- c) The Bank at its discretion may evaluate the performance of the Bidder who had supplied similar items to the Bank in the past at any point of time before or after opening of the tenders. If such Bidder is not found to possess the required eligibility for participating in the tendering process at any point of time and/or its past performance are found to be unsatisfactory, the Bank reserves the right to reject the offer even after opening of the tender (both technical and commercial bids). The Bank will be the sole judge in this matter and is not bound to assign any reason for doing so.
- d) If the space in the forms is insufficient for furnishing full details, such information may be continued on separate sheets of paper, stating there in the part of the form and serial number. Separate sheets shall be used for each part and a proper reference with page number must be indicated in the main form of application.
- e) In case of false and/or inadequate information, tenders are liable for rejection.
- f) Clarifications required, if any, may be obtained from the Deputy General Manager, IT Deptt., The Assam Co-operative Apex Bank Ltd., Panbazar, Guwahati-781001, Assam, through email to "it@apexbankassam.com". No request for clarification will be entertained by the Bank if such request is received **after 4:30 p.m. of the 19th July 2024.**
- g) Applicants shall furnish documentary evidence/certificates in support of their claims of work undertaken and work in hand, failing which the application will be liable for rejection.
- h) Decision of the Bank with regard to pre-qualification of Bidder shall be final.
- i) The Bank is at liberty to reject or accept any or all bids without assigning any reason thereof. The decision of the Bank in this regard shall be final and binding. The Bank may also cancel this tender without assigning any reason thereof and no liability, financial or otherwise, will be borne by the Bank in this regard.
- j) The Bank reserves the right to relax / amend / withdraw any of the terms and conditions contained in the Tender Document without assigning any reason thereof.
- k) Bidders should specially take note of all the addendum/corrigendum related to this tender which will be emailed to them and no separate intimation for the same will be issued by the Bank. Any such addendum/corrigendum shall be deemed to be incorporated into this RFP and SLA.
- l) Conditional tenders shall not be considered.
- m) Bids once submitted will be treated as final and no further correspondence will be entertained. No bid will be allowed to be modified after the submission.
- n) All materials shall be as per technical specifications and standards mentioned in Annexure-V.
- o) The Bank does not bind itself to accept the lowest or any bid and reserves the right to reject any or all bids at any point of time prior to the issuance of Purchase Order for supply, installation and maintenance of ATM Cash Dispensers without assigning any reason whatsoever.
- p) The Bidder, if so desires, may be present in person or his/her authorized representative during the opening of bids on the scheduled date and time. In case none of the Bidders are present, the bids will be opened by the Bank without their presence.

- q) Any effort by a Bidder to influence the Bank in evaluation of the bid, bid comparison or contract award decision may result in the rejection of the Bidders' bid. The Bank's decision will be final and without prejudice and will be binding on all parties.
- r) Bidders are not allowed to impose their own terms and conditions to the bid and if submitted as such will not be considered as forming part of their bids. Bidder has to strictly comply with the terms and conditions mentioned in the RFP.
- s) All updates / supply/ installation of necessary changes in the ATMs, if any due to regulatory / statutory compliance shall be provided at a mutually agreed cost.
- t) Bidder to supply, install & maintain GUI/Web based monitoring tools for ATMs and should be able to integrate with other channel services in the form of Internet and Mobile Banking system. The monitoring tool should have features to trace the transaction, Cash health position, monitoring performance of application and troubleshooting, a distributed view for logical group of ATMs for conducting all system set-up and maintenance and network monitoring and control activities. The software solution for sending auto generated e-mails / SMS alerts on generation of the possible fault in ATMs but not limited to such as Hardware Failure, Cash Out, Consumables, non- functioning of DVR, status of EJ software agent etc. without any limit and must be sent to the addresses/Mobile Numbers provided for the purpose. The auto generated e-mails & SMSs would be sent through Bank's email & SMS infrastructure.
- u) The Bidder must provide training to Bank's technology team on overview of system fundamentals, Operating Systems, application software, etc. They will also be trained in fault diagnosis and first line support. The training must enable the Bank's staff to understand about the software related to the ATM & its operations. Bidder must provide complete training plan for ATM.

6. IMPORTANT DATES:

1	Date of issue of RFP	12th July 2024
2	Last date and time for submission of Pre bid queries	19 th July 2024 before 4:30 PM
3	Last date and time for bids' submission	3 rd Aug 2024 before 2:00 P.M.
4	Date and time for opening of bids	3 rd Aug 2024 at 3:30 P.M.

In case if on any of the aforementioned dates the Bank is not able to keep its Head Office open, then the next working date, at the same time, will be the scheduled date and time for receiving/opening of bids.

7. ELIGIBILITY CRITERIA:

Sl. No.	Eligibility Criteria	Proof of Documents required /must be submitted/enclosed
a)	The Bidder/OEM must have experience in supply, installation and maintenance of 1000 numbers of ATM Cash Dispenser/Recycler in any one or multiple Scheduled Banks / Commercial Banks/Regional Rural Banks / Cooperative Banks in India and successfully completed the same during the last three (3) years.	Purchase Order letter issued by organizations (Scheduled Banks / Commercial Banks / Regional Rural Banks/ Cooperative Banks) during the last three (3) years evidencing the experience in Supply, Installation and Maintenance of the ATM Cash Dispenser/Recycler. Such documents should be in the name of the Bidder only.
b)	The proposed Bidder/OEM should have installed at least 50 ATM/CRM in the north eastern states during the last 3 years.	Purchase Order letter issued by organization (Scheduled Banks / Commercial Banks / Regional Rural Banks/ Cooperative Banks) during the last three (3) years or installation site address on bidder/OEM letter head evidencing the experience in Supply, Installation and Maintenance of the ATM Cash Dispenser/Recycler.

c)	The proposed bidder should have a minimum annual turnover of INR 20 Crore for each of the last 4 financial years (2020-2021, 2021-2022, 2022-2023, 2023-2024) exclusively from their Indian operations.	Self-attested copy of Audited Balance Sheet along with Turnover Certificate issued by the Auditor/Chartered Accountant as per Annexure-II for FY 2020-21, 2021-22 and 2022-23. For FY 2023-24 the provisional turnover copy sealed and signed by the bidder will be accepted.
d)	The proposed bidder should be a Profit-making company (after tax) for 3 out of last 4 financial years (2020-2021, 2021-2022, 2022-2023, 2023-2024) from the India operations.	Audited Profit and Loss Account Statement and Balance Sheet will be accepted for FY 2020-21, 2021-22 and 2022-23. For FY 2023-24 the provisional Profit & Loss statement sealed and signed by the bidder will be accepted.
e)	The Bidder should be either Original Equipment Manufacturer(OEM) of ATM Cash Dispenser/Recycler or their authorized dealer in India	In case of authorized dealer/representative, Bidder has to submit a Manufacturer Authorization Form from OEM as per Annexure-III. However, in case the Bidder is OEM, an Undertaking is to be submitted for being the OEM as per Annexure-IV.
f)	Bidder shall not have been black listed during the last five (5) years as on the date of submission of bid by State/Central Government, Government organizations, Government undertakings, Public Sector enterprises, Scheduled Banks/Commercial Banks / Regional Rural Banks / Cooperative Banks, etc.	The Bidder must submit a notarized affidavit on non-judicial stamp paper of Rs.50/- (Rupees fifty) declaring the same.
g)	Bidder should indicate GSTIN No. and PAN No.	Self-attested copy of GST registration and PAN to be enclosed.
h)	EMV compliant	The Bidder must offer only those ATM Cash Dispenser machines which are already EMV compliant. Copies of L1, L2 certificates and other documents, if any, as proof of EMV compliance must be submitted.

NOTE: Documentary evidence in support of the above-mentioned eligibility criteria is to be submitted with the bid failing which the offer shall be liable for rejection. The Bank reserves the right to seek additional documents in future from the Bidder in connection with this RFP. Consortium is not allowed.

8. TENDERFEE:

A **non-refundable** amount for the sum of Rs.5,000/- (Rupees Five Thousand) only has to be submitted as Tender Fee only in the form of crossed Demand Draft/Banker's Cheque in favor of "The Assam Co-operative Apex Bank Ltd." payable at Guwahati.

MSME Certified Bidders are exempted to submit Tender document cost against submission of valid MSME Certificate with the Eligibility cum Technical Bid.

9. EARNEST MONEY DEPOSIT:

- Earnest Money deposit would be Rs.25,000/- (Rupees twenty-five thousand) only either in the form of crossed Demand Draft/Banker's Cheque in favour of "The Assam Cooperative Apex Bank Ltd." payable at Guwahati. The Bidder should submit the Demand Draft/Banker's Cheque along with the Technical Bid.
- MSME Certified Bidders are exempted to submit EMD cost against submission of valid MSME Certificate with the Eligibility cum Technical Bid.

- c) Non-submission of EMD will lead to outright rejection of the bid of the Bidder.
- d) The EMD of unsuccessful bidders will be returned to them on completion of the tender process.
- e) The EMD of Successful Bidder will be returned on submission of Performance Bank Guarantee as specified here under. The EMD will not bear any interest and EMD made by the Bidder will be forfeited if:
 - i. The Bidder withdraws its bid during the period of bid validity(180daysfromthe date of opening of bid).
 - ii. If the Bidder makes any statement or encloses any form which turns out to be false, fake, incorrect and /or misleading at any time prior to signing of contract and /or conceals or suppresses material information; and/or .
 - iii. The Bidder violates any of the provisions of the terms and conditions of this tender.
 - iv. In case the Bidder fails to sign the contract in the form and manner to the satisfaction of the Bank and/or fails to furnish Performance Bank Guarantee in the form and manner to the satisfaction of the Bank.

10. TECHNICAL BID (COVER1):

Technical bid in a separate envelope-**Cover1**, should contain the following documents:

- a) Sealed and signed Tender Form Annexure-I
- b) Crossed Demand Draft/Banker's Cheque for Tender Fees as per clause 8.
- c) Crossed Demand Draft/Banker's Cheque for Earnest Money Deposit as per clause 9.
- d) Purchase Order letter issued by organization (Scheduled Banks / Commercial Banks / Regional Rural Banks / Cooperative Banks) during last three (3) years or installation site address on bidder/OEM letter head evidencing the experience in Supply, Installation and Maintenance of the ATM Cash Dispenser/Recycler.
- e) Self-attested copy of audited Trading and Profit & Loss A/c and Balance Sheet for the Financial Years 2020-2021, 2021-2022, 2022-2023 along with the Turnover Certificate issued by the Statutory Auditor/Chartered Accountant as per Annexure-II. For FY 2023-24 audited/provisional Trading and Profit & Loss A/c and Balance Sheet and Turnover Certificate
- f) In case of authorized dealer/ representative, Bidder has to submit a Manufacturer Authorization Form from OEM as per Annexure-III only. However, in case the Bidder is OEM, an Undertaking is to be submitted for being the OEM as per Annexure-IV.
- g) The Bidder must submit a notarized affidavit on non-judicial stamp paper of Rs.50/-(Rupees fifty) declaring that the bidder was not blacklisted during the last five (5) years as on the date of submission of bid by State/Central Government, Government organizations, Government undertakings, Public Sector enterprises, Scheduled Banks/ Commercial Banks/Regional Rural Banks/Cooperative Banks, etc.
- h) Self-attested copy of GST registration certificate.
- i) Self-attested copy of PAN Card.
- j) Compliance with technical specifications-Annexure V.
- k) Undertaking of Authenticity-Annexure VI.
- l) Letter of Acceptance-Annexure VII.
- m) Integrity statement-Annexure VIII.
- n) Copies of L1, L2 certificates and other documents, if any, as proof of EMV compliance must be submitted.
- o) Checklist-Annexure XVI.
- p) Undertaking for MSME Benefits (if eligible) - Annexure XVIII.
- q) Sealed and signed product Catalogue/Brochures containing detailed description of essential technical and performance characteristics of offered equipment.

11. FINANCIAL BID(COVER2):

Financial bid in a separate envelope - **Cover 2**, containing the price bid in prescribed

rate schedule format - Annexure-XI has to be submitted by the Bidder.

- a) Rates are to be quoted in both figures and words in the prescribed format and shall be inclusive of all, i.e., supply and delivery, transportation, all insurance (including transit), storage and installation and commissioning of ATM Cash Dispenser at sites including integration, acceptance testing, documentation and training of Bank's personnel and all prevailing taxes.
- b) The Bidder with lowest quote will be considered as "L1". The financial bid will be evaluated on the Total Cost of Ownership, i.e., capital cost plus Net Present Value (NPV) of AMC cost for the period of two (2) years after the expiry of three (3) years comprehensive warranty period minus buyback cost. For arriving at the NPV of AMC for two (2) years, the discount factor will be taken on the prevailing rate of 10-Year G-Sec Par Yield (FBIL) declared by the Reserve Bank of India at the time of publishing this bid, which is **7.018% as on 06th June ,2024**.
- c) The Successful Bidder shall keep the price valid for a period three years from the effective date of the Contract.

12.SUBMISSION OF BIDS:

Bids are to be submitted through the following mode:

- i. Through sealed tender in two separate closed/sealed envelopes - one super scribed as "Technical Bid-Cover1" and the other: "Financial Bid-Cover2". Both these envelopes shall be kept in a separate envelope super scribed "Tender for Supply, Installation and Maintenance of ATM Cash Dispenser, STRICTLY CONFIDENTIAL TO BE OPENED BY ADDRESSEE ONLY ON 3rd Aug 2024 at 3:30 P.M." and be addressed to "The Deputy General Manager, IT Dept., The Assam Cooperative Apex Bank Ltd, Head Office, Hem Baruah Road, Panbazar, Guwahati-781001, Assam". Complete bids in sealed envelope as mentioned above may either be sent by hand or courier or post (Ordinary/Registered/Speed Post) and should reach the office of the "The Deputy General Manager, IT Dept., The Assam Cooperative Apex Bank Ltd, Head Office, Hem Baruah Road, Panbazar, Guwahati-781001 Assam" on or before 2:00 p.m. on 3rd Aug 2024.

Please note that:

- a) The Bank will not be responsible for any delays in postal, courier or email services, etc.
- b) Bids by hand are to be dropped in the box placed specially for this purpose at "The Assam Cooperative Apex Bank Ltd, Head Office, Hem Baruah Road, Panbazar, Guwahati-781001, Assam".
- c) Bids sent through other means of communication other than through the modes specified in Sl. 12(i) above will be rejected.
- d) No bids will be accepted after the stipulated date and time. It is the responsibility of the Bidder to make sure that the required documents are submitted in time.
- e) If the last date for submission happens to be a holiday for the Bank, the last date for submission will be the next working day at the same time.

13.SCOPE OF WORK:

- a) The Bank has currently a network of Sixty-Seven (67) branches in the State of Assam, the list of which is enclosed herewith as Annexure-XIV. Successful Bidder shall be required to supply and install ATM Cash Dispenser as per technical specifications provided herein as Annexure-V to the locations to be specified in the Purchase Order under rate contract. Cost for obtaining necessary road permits and other related permits will be the responsibility of Successful Bidder.
- b) The Successful Bidder must ensure that all the ATM Cash Dispensers that are commissioned are brand new of latest model and should function efficiently and if not, should be replaced immediately.
- c) The Successful Bidder has to ensure that any equipment supplied as part of this RFP should not reach end of support or end of life for at least five years post date of acceptance of such equipment by the Bank. In the event if any equipment supplied by the Successful Bidder, reaches either end of support or end of life as stipulated in this clause,

within the period of five (5) years, the Successful Bidder has to immediately replace/upgrade the equipments at no additional cost to the Bank.

- d) The Successful Bidder is responsible for supply and delivery, transportation, all insurance (including transit), storage and installation and commissioning of ATM Cash Dispenser at sites including integration, acceptance testing, documentation, and training of Bank's personnel.
- e) Grouting of ATM is Bidder's responsibility.
- f) The Successful Bidder will have to supply the ATM Cash Dispensers with all the manuals / guides in electronic form and/or printed booklet(s) as provided by the respective Original Equipment Manufacturers. All the manuals / guides should be in English.
- g) The Bidder should do the commissioning including grouting of the ATM as per infrastructure provided by the Bank for smooth functioning. This will include site requirements such as power supply, network ports, environmental conditions, illumination, earthing, etc. which will be done by the Bank in consultation with the successful bidder.
- h) The Successful Bidder should ensure the proper verification of earthing voltage within acceptable range before ATM installation.
- i) ATMs should have cut-off circuit, Isolator to protect the critical ATM electrical and electronic parts, viz., SMPS, Mother Board, hard Disk, Sensors, etc., from sudden spikes in voltage/current from UPS/RAW power.
- j) Only licensed copies of software and hardware shall be supplied and ported in the ATM Cash Dispenser. The Successful Bidder shall grant an irrevocable perpetual license to the Bank to use the software. Further, all software supplied shall be of latest version. The Successful Bidder shall indemnify the Bank to this effect. The Successful Bidder is solely responsible for any legal obligation related to licenses during the entire contract period.
- k) The Successful Bidder must ensure before delivery that operating system(OS) is encrypted and hardened to block the services that are not required. Successful Bidder has to provide comprehensive white listing solution to prevent the machine from any cyber- attack, intrusion, virus, worm, malware, Trojan or any other malicious software or similar vulnerability known as on date as well as future emergence. The Successful Bidder shall ensure timely updation of antivirus to safeguard the machine and it's OS from any of these vulnerabilities without any extra cost. The Successful Bidder is to ensure implementation of only essential services by the OS and security to the satisfaction of the Bank's IT team. In case of any deviation /vulnerability, Successful Bidder is to revert back to system hardening, post blocking as specified by Bank at no extra cost to Bank within shortest possible time. ATM Cash Dispenser should be pre-installed with latest licensed Antivirus Solution ported with latest patches. Patches are to be updated during Preventive Maintenance activities/ auto updation on daily basis. If any loss occurs to the Bank due to not following the above, then the Successful Bidder will be bound to pay the amount of loss incurred by the Bank along with penalty if any levied within (seven) 7 days of such incident happening or bill raised by the Bank, whichever is earlier.
- l) In the event of Original Software Developer ceasing support to the existing operating system within five (5) years (Three years comprehensive warranty and two years of AMC period), the Successful Bidder shall upgrade and install the latest higher version of operating system and all application software supporting the operating software for satisfactory function of ATMs on all ATMs deployed at no extra cost to Bank. In such cases, the Successful Bidder shall also upgrade hardware required to support the higher version of operating system (if required) at no extra cost to the Bank during the warranty and AMC period.
- m) The Successful Bidder would be responsible for timely applying / loading of all the software patches into all the individual ATM Cash Dispensers and other hardware, if any, during the Warranty and AMC period. This job has to be done as a part of Warranty and AMC support services, without any extra cost. In future, if any configuration changes are required in the ATM Cash Dispenser, it should be done by the Successful Bidder during warranty and AMC period at no extra cost to the Bank. However, the Bank will intimate the Successful Bidder well in advance for carrying out such configuration changes.
- n) The Successful Bidder shall ensure the compatibility of the hardware and peripherals which

they supply with the hardware and software systems being used in the Bank for Core Banking Solutions and any future upgradation or migration to other CBS platform/switch vendor without any extra cost to the Bank.

- o) The Bank may require starting new products / functionalities / features or any other feature in future on these machines. The Successful Bidder is to provide any patch support (if required for such new functionality/feature) free of cost to the Bank during warranty and AMC period for successful implementation.
- p) ATM Cash Dispenser should be able to dispense notes in denominations in circulation as and when required (and cassette configuration as per Bank's requirement) at no extra cost to Bank during Warranty and AMC Period.
- q) Successful Bidder should update the software to support all new variants of currency notes as well as new denominations, discontinuation of any currency note, if any, issued subsequently without any extra cost to the Bank during the period of warranty and AMC.
- r) The ATM Cash Dispenser shall be calibrated and configured to dispense correct denomination of Currency / Bank notes. If there is any loss on account of erroneous calibration, it is the responsibility of the Successful Bidder to indemnify the loss to the Bank during the contract period including warranty and AMC period.
- s) The successful bidder should provide centralized OTC lock management solution without additional cost to the Bank. Centralize management server will be provided by the bank.
- t) During the warranty period, the Successful Bidder is bound to perform all hardware spares replacements in order to maintain the required uptime, without extra cost to Bank covering all parts and labour from the date of acceptance of the systems by the Bank at the respective locations, i.e., onsite comprehensive warranty. Under Annual Maintenance Contract all parts and labour should be covered for onsite support.
- u) During the warranty and AMC period, ATMs deployed shall comply with RBI, NABARD, NPCI, NFS, etc., guidelines as on the effective date of the agreement. If any new guidelines are issued in this regard, the Successful Bidder shall arrange for its software, hardware, etc., compliance/upgradation at mutually agreed cost to Bank.
- v) The Successful Bidder should also ensure that ATMs should meet all the security solutions as per RBI guidelines, guidelines of other regulatory bodies, etc., issued from time to time during the contract period without any cost to the Bank irrespective whether it being minor or major modifications. Also, compliance of security guidelines in such cases should be implemented within three months or as per timelines specified by RBI/other regulatory bodies, etc., whichever is earlier.
- w) The Successful Bidder should arrange for change of password without any additional cost to the Bank on account of malfunctioning of the same during warranty and AMC period.
- x) The Successful Bidder shall customize and deploy the display screens in ATM Cash Dispenser as and when the Bank makes any modifications in ATM Cash Dispenser without any additional cost during comprehensive warranty and AMC period.
- y) Maintenance calls shall be attended by Successful Bidder to identify and resolve the following issues, viz., clearing currency jams, clearing purge bin jams, clearing printer jam and any other activity required to ensure dispensation of cash.
- z) During the warranty and AMC period, the Successful Bidder should extend onsite Service Support. The scope of warranty and AMC shall include upgradation, supply, installation and implementation of upgraded versions of software (updates/upgrades), technical guidance, technical consultancy, enablement of features and functionality, problem solving and troubleshooting, providing technical solution, enabling features of the software already provided, providing additional user controlled reports, changes in configuration and settings, promotion of screens, device configuration, enabling parameterized features, future product information, migration, rectification of bugs/defects, if any, preventive maintenance and re-installation of firmware/software, whenever required without any additional cost.
- aa) Preventive maintenance activity should be completed every quarter and report should be submitted to the branch officials with a copy to Head Office. Preventive Maintenance includes full and thorough check-up of the machine to identify faults, earthing voltage at the site, vital parts and EJ connection as well as DVSS availability and resolving the same,

if any. If Bank desires, the Successful Bidder is required to provide training to officials on preventive maintenance without any cost to the Bank.

- bb) Downtime report should be collected from the respective locations (including CBS, switch or any other mode(s) that the Bank decides upon) duly certified by the Bank's officials. In case of any dispute in downtime, it should be resolved amicably/mutually. However, the Successful Bidder shall submit the necessary proof that the failures are not on account of hardware and software of the ATM Cash Dispenser and its related equipment.
- cc) The Successful Bidder will ensure that Electronic Journal (EJ) pulling services are not disrupted. Any liability to the Bank arising out of disputes in case of non-availability of EJ due to disconnection shall be recovered from the Successful Bidder. Customer transaction shall take precedence over the EJ pulling process and if a transaction occurs while EJ is being pulled; the EJ process shall be stopped to complete the transaction. The remaining part of the EJ shall be pulled after the transaction is completed. Charges for installing EJ agent software, wherever required, will be borne by the Successful Bidder. It may be required to store EJs in encrypted format, if required by the Bank. Successful Bidder has to ensure that EJ disconnection cases should be rectified immediately once it is brought to the Successful Bidder's notice. EJ should be as per the guidelines of NPCI/RBI/IBA/any statutory body. The EJ should be customizable as and when required by the Bank without any additional cost to the bank.
- dd) The successful bidder should have facility to extract the EJ of all the transactions in each of the ATMs pushed to centralize Bank SFTP Server without any additional cost to bank. ATM wise EJs should be pulled and pushed to designated bank server on daily basis. EJ pulling should be done on daily basis. Bank needs to specify location/server for the EJ uploads required.
- ee) The successful bidder should have their own terminal monitoring software agent for retrieval and pulling of EJ files, images and other file-based content residing on ATMs, and remote deployment of ATM screens and software patches, remote detection of events exceeding threshold, ATM cash forecasting and Potential cash out warning for ATMs.
- ff) ATM Cash Dispenser (CD) should have pilfer-proof camera able to capture the images of the user / customer at the time of dispensing the cash that shall also capture images at the cash slot cameras evidencing dispensation of cash besides images of the user. There should be a minimum of two pilfer-proof cameras inside the CDs to capture the customer images hand movements while withdrawing cash from the cash slot. The system should be able to store the images in a digital format for a minimum of six months at an average of three hundred (300) transactions per day on first in first out basis. The time print of the DVR of transaction should exactly tally with transaction time printed in EJ. The Successful Bidder has to supervise that Digital Video Surveillance Systems (DVSS) images which are getting recorded in ATM Cash Dispenser. The back-up should be taken by the Successful Bidder, at quarterly intervals or earlier (as per requirement of the Bank) and supervised by the Bank. The images will be stored on one of the two Hard Disks present in the machine.
- gg) ATM Cash Dispenser should be designed such that it is protected from ants, pests, rats, rodents, snakes, etc., infiltrating into the machine. The Successful Bidder has to arrange for replacement of the damaged part / replacement of machine as the case may be during the life of ATM Cash Dispenser in case of any loss due to ants, pests, rats, rodents, snakes, etc.
- hh) The ATM should be capable of working without an air-conditioned environment.
- ii) The Successful Bidder is to ensure that customer data is saved in the machine as per the format/controls specified by regulator/Bank.
- jj) The Successful Bidder may have to conduct UAT and Certification of ATM with NPCI, VISA, MASTER, etc., and /or any other network with the Bank's existing set up within thirty (30) days from the date of intimation from the Bank. In case the Successful Bidder fails to complete UAT within the stipulated time period, the Bank may at its sole discretion pass on the offer on to the next successive Bidder.
- kk) During the contract period, the Successful Bidder has to pass on the benefit of discount / reduction in prices/ Government duties, if any, to the Bank voluntarily. In case of failure,

- the Bank reserves the right to terminate the rate contract with immediate effect.
- ii) The Bank reserves the right to shift the ATM to a suitable location depending upon the need. The Successful Bidder will arrange to shift the ATM, install, and commission the same. In such cases, the Bank will bear degROUTING, regrouting, transportation of ATM and transit insurance costs in respect of shifting during the contract period with other costs to be borne by the Successful Bidder. However, service charges, if any, may be paid by the Bank at mutually agreed rates.
 - jj) Items mentioned in Annexure-XVII are optional items. The Bank reserves the right to purchase those items from the Successful Bidder as per business requirement after negotiation of cost.
 - kk) The bidders are requested to submit the details of parts which are not covered during the AMC period.
 - ll) The rate quoted in Annexure-XVII should be valid for warranty period as well as AMC period. Bidder has to quote rate for each optional item and to add any additional item available. Failure in quoting rate for optional item may cause rejection of the bid.
 - mm) The method of booking complaints shall be email, toll free number, online web portal, through onsite support personnel, etc., or any other mode as the Bank may decide. The complaint should be accepted by Successful Bidder based on branch code/ATM ID/branch name or location and it should be possible to lodge bulk complaints from administrative units also.

14. ORDER DETAILS:

- a) The Bank intends to deploy onsite thirty-six (36) ATMs or more over a period of three (3) years through a rate contract. The Successful Bidder shall keep the price valid for a period of three years from the effective date of the Contract.
- b) Quantity mentioned above is only indicative and likely to increase or decrease based on the Bank's requirement. The Bank will issue specific work order for each installation with location details. The Bank may also in future deploy both onsite and offsite ATMs.
- c) The machines should be covered under three (3) years' comprehensive onsite warranty from the date of installation of each machine and thereafter AMC for a period of two (2) years.
- d) The Purchase Order will be placed by the Bank from its Head Office and payment will be made by Head Office. Performance Bank Guarantee will be required to be submitted at Head Office. Any decision of the Bank in this regard will be final and conclusive and binding upon the Successful Bidder.
- e) The Purchase Order will specify whether it is with/without buyback.

15. PERFORMANCE BANK GUARANTEE:

- a) The Successful Bidder, within thirty (30) days from the date of Purchase Order, will have to furnish a Performance Bank Guarantee in the format as per Annexure-XIII of the RFP, issued by any scheduled bank having a branch in Guwahati equivalent to 10% of the total cost of the ATMs as specified in the Purchase Order and it should be valid for sixty (60) months with three (3) months additional claim period from the date of the Contract.
- b) Upon furnishing the Performance Bank Guarantee, the EMD of the Successful Bidder shall be returned without any interest.
- c) The Successful Bidder shall be responsible for extending the validity date and claim period of the Performance Bank Guarantee as and when it is due on the account of non-completion of the project and warranty period or extension of the contract period.
- d) On increase of number of sites beyond the initial Purchase Order, fresh Performance Bank Guarantee will be required to be submitted to the Bank's Head Office on the same terms and conditions as specified above in clause 15 (a).
- e) No interest on Performance Bank Guarantee(s) will be paid by the Bank.

16. DELIVERY AND INSTALLATION:

- a) The Successful Bidder shall deliver the machines within six (6) weeks from the date of the

Purchase Order or within the period as specified in the Purchase Order and operationalize it within two (2) weeks of delivery failing which the Bank reserves its right to levy penalty and / or liquidated damages.

- b) If however, the delay is caused by any action pending from the Bank end, the corresponding period will not be considered in calculation of delay period.
- c) Pre-shipment Quality Inspection certificates for all equipment are to be submitted along with the invoices to the Bank.
- d) The Bank reserves the rights to request diversion of machines from one site to another which are yet to be dispatched except for diversions from non-entry / road permit state sites to states that require entry / road permit. If any such machines are yet to be shipped, the Successful Bidder shall bear the entire expenditure incidental to such diversion.
- e) Partial or incomplete or damaged delivery of materials will not be considered as delivered of all the ordered materials. Date of delivery shall be treated as date of last material delivered to the ordered locations if materials are not damaged. In case materials are delivered with damage, date of delivery shall be treated as date of replacement of damaged material with new one.
- f) The installation of machine will be deemed to complete when all the Hardware/Software/products specified in Annexure-V have been supplied, implemented and made operational as per the specifications and satisfactory acceptance given by the Bank. The Successful Bidder has to resolve any hardware, system software and related problems during installation and operationalization of the machine before the final sign-off/verification.
- g) The ATMs are considered accepted (Commissioned and Operationalized) after signing the Acceptance Certificate - Annexure-XVI jointly by the representative from the Bank and engineer from the Successful Bidder. The component level checking for individual item may be included during the acceptance test.
- h) For each site, the Successful Bidder is expected to provide a minimum of one set of media and documentation for equipment including software license certificate.
- i) Successful Bidder will also supply the software in ATMs to support central distribution from remote Centralised location through standard interface. Successful Bidder will provide licenses/rights in favour of the Bank to use all the software supplied in this regard.

17. DISPOSAL OF OLD ATMs:

- a) The Bank proposes to offer approximately thirty (30) ATMs with or without buyback.
- b) The machines under buyback may not necessarily be from the site where new machines are to be installed. The number of ATMs under buyback may not be in the ratio of 1:1. However, in case for sites of buyback machines, where only old machines are to be taken by the Successful Bidder without any new replacement, the cost of transportation to a mutually agreed location will be borne by the Bank at mutually agreed rate.
- c) The Successful Bidder must agree to buyback of existing ATMs on "AS IS WHERE IS" basis located at different branches of the Bank which are mentioned in Annexure-XII.
- d) The entire process of removing of old ATMs, including carrying charges, etc., from the existing sites will be done by Successful Bidder without any extra cost to the Bank.
- e) Wherever necessary, the Bidder should also undertake de-installation of existing CDs/ATMs and installation of new ATM on the same day to minimize the downtime of ATMs and handover the hard disk, **the hard disk being excluded from buyback**, to the respective branches. This should be done as part of the project and Bidder should take back existing ATM and install the new ATM simultaneously. The Bank will release the payment to the Bidder after adjustment of the cost of old ATMs/CDs (buyback cost) finalized as per RFP on confirmation of replacement and removal of old ATMs from sites.

18. PAYMENT TERMS:

The payment will be made after successful delivery/installation of the ATM Cash Dispenser.

Details of the payment terms are as follows: -

- a) No advance payment will be made.
- b) 50% of the payment on successful installation of the ATM Cash Dispenser and signoff on the installation report of the Bank

- c) 40% on successful completion of ATP (Acceptance Testing) by the Bank
- d) 10% after the end of two months from the date of successful ATP signoff
- e) The above payment will be released only after submission of Performance Bank Guarantee and signing of Service Level Agreement, Deed of Indemnity and Non- Disclosure Agreement by the Successful Bidder.
- f) In case any components of the ATM Cash Dispenser are found to be defective / damaged, payment in respect of such ATM Cash Dispenser will be withheld by Bank till the defective component or the ATM Cash Dispenser itself is replaced. The Bank's decision as regards to replacement of the defective part or the entire ATM Cash Dispenser shall be final, conclusive and binding on the Successful Bidder.

19. WARRANTY:

- a) The Successful Bidder shall provide comprehensive warranty for all the ATMs Cash Dispensers. The period of warranty will be three (3) years from the date of installation and signoff from Bank.
- b) The Successful Bidder shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of all equipment, accessories, etc., covered by the offer. The Successful Bidder must warrant all equipment, accessories, spare parts, etc., against any manufacturing defects during the warranty period.

20. ANNUAL MAINTENANCE CONTRACT (AMC):

- a) The Bidders shall quote AMC Charges for ATM Cash Dispenser for a period of two (2) years after the initial comprehensive onsite warranty period of three (3) years. In this regard, the Bank reserves the right to decide whether or not to enter into AMC with the Successful Bidder, for the post warranty period.
- b) During the AMC period, the Bank will pay AMC charges for ATM Cash Dispensers only and payment will be made by Head Office of the Bank on quarterly basis subject to satisfactory services rendered by the Successful Bidder. The Bank shall not pay any separate AMC charges on any software supplied and installed to meet the requirements of this tender.
- c) The Successful Bidder will not outsource the maintenance work, assigned by the Bank, to any third party and will arrange attending of all complaints registered by the Bank through its own service / support infrastructure only.
- d) The Bank reserves the right to terminate the AMC by issuing one month's notice to the Successful Bidder if the services rendered by the Successful Bidder are found unsatisfactory. In such case, the Successful Bidder will refund the proportionate amount of AMC charges for the rest of the period of the AMC, if any.

21. UPTIME AND DOWN TIME:

Successful Bidder has to guarantee minimum uptime of 99.5% on monthly basis during service period. For calculation of uptime, the Bank will consider business hours 24hrs x 7day x 365 basis, i.e., 24 hours in a day, 7 days in a week and 365 days (366 days in case of a leap year) in a year. For this purpose, total elapsed time between receiving the break down message (over telephone or otherwise) and making the system functional or providing standby machine, will be treated as down time. The maximum response time for maintenance complaint from the site of installation shall not exceed four(4) hours excluding travelling time by the fastest mode available. However, the admissible travelling time should in no case exceed twenty (20) hours.

Uptime percentage will be calculated as:

$$\frac{(\text{Total hours in a month} - \text{Downtime hours in a month})}{(\text{Total hours in a month})} \times 100$$

For example, if the month has 30 days, i.e., 720 hours and downtime in that month is 50 hours, then uptime percentage = 93.05%

Fall in monthly uptime percentage=6.95%

(Uptime/Downtime will be rounded off to the next two decimal points).

22. PENALTY:

- a) **Due to Late Delivery:** The ATM Cash Dispenser is to be delivered within stipulated time as

specified in the Purchase Order, otherwise: -

- i. Penalty at the rate of 1% of invoice amount per week of order amount of undelivered items, with a maximum of 10%, will be charged for late delivery.
 - ii. The Bank reserves the right to cancel the order in case complete delivery/services are not made within the stipulated time.
 - iii. If the Successful Bidder is not able to provide 90% of machines ordered within the stipulated period as specified in the Purchase Order, then Bank at its discretion may transfer the orders to other Bidder (either L2 or L3) or may cancel the remaining order applicable to the Successful Bidder under contract period and invoke the Performance Bank Guarantee.
 - iv. The penalty will be recovered on demand by the Bank or from any payment due to the Successful Bidder under this contract with the Bank or AMC payment due whenever AMC commences.
- b) **Due to delay in installation:** Successful Bidder shall be responsible for installation at the specified Bank's site as given in Purchase Order within the period specified therein from the date of delivery. Penalty will be charged @1% of invoice amount per week of delay in installation, subject to maximum 10%, which may be in addition to the late delivery penalty. The penalty will be recovered on demand by the Bank or from any payment due to the Successful Bidder under this contract with the Bank or AMC payment due whenever AMC commences.
- c) **Penalty for downtime:** It will be calculated on Monthly basis. The Bank will charge penalty in case of not meeting the uptime requirements as under:
- i. During the warranty period, for every fall of 0.50% uptime, charges will be deducted @0.50% of the contract value subject to maximum 10%. Such deduction shall be applicable on AMC amount of machine, whenever starts. If the Bidder is not able to maintain the required uptime for three consecutive months for all the machines supplied under this RFP, the Bank may, at its discretion, transfer the orders to other Bidders (either L2 or L3) or may cancel the remaining orders applicable to the Bidder under contract period and invoke the Performance Bank Guarantee.
 - ii. In case of AMC, charges will be deducted@1% of the AMC amount subject to a maximum of 10% of AMC amount of the ATM Cash Dispenser for the quarter.
- d) **Penalty for non-generation/faulty generation of JP/EJ:** If any penalty, fine, etc., is charged on the Bank due to non-generation/faulty generation of JP Roll/EJ, the amount is to be recovered from the Successful Bidder on demand or from any payment due to the Successful Bidder. If the EJ agent is found to be disabled /disconnected, the Successful Bidder shall restore it at no extra cost to Bank. If the Successful Bidder is not able to rectify/resolve the disabled or disconnected sites for EJ pulling, a weekly penalty of Rs.1000/-per incident per machine will be charged if the fault is pending beyond three days with Successful Bidder. Any loss/penalties suffered by the Bank due to disconnection of EJ will be recovered from the Successful Bidder.
- e) **Spare Parts Replacement:** For spare parts / accessories impacting the operation of ATM Cash Dispenser, the response and resolution time will be twenty-four (24) hours and for all other items which do not impact the operations of the ATM, two working days. Penalties will be levied @Rs.250/- per incident per day, subject to a maximum of Rs.25,000/- during warranty and maximum 5% of the AMC amount, of the particular machine during AMC period. The penalties will be recovered on demand by the Bank or from any payment due to the Successful Bidder under this contract with the Bank or AMC payment due whenever AMC commences.
- f) **Not Acceptance/ Non-Execution of Order:** In case the Bidder refuses to accept / execute the order, the Bank at its discretion may procure the same from the respective OEM as per terms and conditions and rate accepted by OEM. The Successful Bidder has to bear the difference in cost of the items/products and the Bank will have the right to recover the difference/ penalty amount from the Performance Bank Guarantee as well as any amount payable to the Successful Bidder.
The Bank may also take action against the Bidder and blacklist them without any correspondence in this regard.

23. COMPLETENESS OF THE PROJECT:

The project will be deemed as incomplete if the desired objectives of the project as mentioned in Section "Scope of Work" of this document are not achieved.

24. TERMINATION OF CONTRACT:

a) **Termination for Default:** The quality of items and services supplied by the Successful Bidder will be reviewed and if the same are found to be unsatisfactory, the Bank reserves the right to terminate the contract by giving thirty (30) days' notice to the Successful Bidder. The decision of the Bank regarding quality of items and services shall be final and binding on the Successful Bidder. Further, the Bank shall have the right to terminate/cancel the contract with the Successful Bidder at any time during the contract period by giving a written notice of thirty (30) days, for any valid reason, including but not limited to the following:

- i. Excessive delay in execution of order placed by the Bank.
- ii. Discrepancies / deviations in the agreed products.
- iii. Violation of terms and conditions stipulated in this RFP/Purchase Order or Breach of the Agreement.
- iv. If the Successful Bidder fails to execute the work or any part thereof in accordance with the contract.
- v. If abandonment of the work or any part thereof by the Successful Bidder occurs.
- vi. If the progress made by the Successful Bidder is found to be unsatisfactory.
- vii. Failure to deposit the Performance Bank Guarantee as required under this document.
- viii. If the Successful Bidder fails to deliver any or all of the services at the nominated site within the time-period(s) specified in the contract/Purchase Order.
- ix. In the event of commencement of liquidation or winding-up (whether voluntary or compulsory) of the Successful Bidder or appointment of a receiver or manager of any of the Successful Bidder's assets and/or insolvency of the Bidder.
- x. If the Successful Bidder assigns or attempts to assign his interest or any part thereof in the Contract without written, express permission of the Bank.

If any one or more of the above cases occur as a result of which termination occurs, the Bank may also take action against the Successful Bidder and blacklist them without any correspondence in this regard thereby debaring them from participating in future Bids/Tender processes and to invoke the Performance Bank Guarantee(s)/Security(s) given by the Successful Bidder.

Upon expiry / Termination of the Agreement, Successful Bidder will be responsible to provide a smooth transition plan including all efforts for transfer/assignment of service contracts for uninterrupted continuation of services contemplated under this document. Immediately upon the date of expiry or Termination of this Agreement, the Bank shall have no further obligation to pay any amount for any periods commencing on or after such date.

The Bank reserves the right to recover any dues payable by the Successful Bidder from any amount outstanding to the credit of the Successful Bidder, including pending bills and/or invoking Performance Bank Guarantee(s), if any, under this contract or any other contract/order. After giving notice to terminate the contract the Successful Bidder must continue to extend services until an alternate vendor is found. In case of termination due to reasons attributable to the Successful Bidder as decided by the Bank, the Bank reserves the right to allot the remaining work to another vendor of its choice on such terms and conditions as it may deem fit. Any financial liability including costs, charges, expenses that the Bank may incur on this account, shall be payable by the Successful Bidder.

b) **Termination for Insolvency:** The Bank may, at any time, terminate the Contract by giving written notice to the Successful Bidder, if the Successful Bidder becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

c) **Termination for Convenience:** Notwithstanding anything contained in this document, the Bank, by written notice of not less than 30 (Thirty) days sent to the Successful Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Successful Bidder under the Contract is terminated, and the date upon which such termination becomes effective.

25. LIQUIDATED DAMAGES:

- a) The Bank will consider the inability of the Successful Bidder to deliver or install the equipment within the specified time limit as a breach of contract and would entail the payment of Liquidated Damages on the part of the Successful Bidder. The liquidated damages represent an estimate of the loss or damage that the Bank may have suffered due to delay in performance of the obligations (relating to delivery, installation, operationalization, implementation, warranty, maintenance, etc.) by the Successful Bidder.
- b) Both Penalty and Liquidated Damages are independent of each other and are applicable separately and concurrently. The penalty is for delay of performance and not for termination, whereas the liquidated damages are applicable only on event of termination on default.
- c) If the Successful Bidder fails to complete the due performance of the contract in accordance with the terms and conditions, the Bank reserves the right either to terminate the contract or to accept performance already made by the Successful Bidder after imposing Penalty on Successful Bidder.
- d) Penalty and/or Liquidated Damages are / is not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the Successful Bidder to prove that the delay is attributable to the Bank and Force Majeure. The Successful Bidder shall submit proof authenticated by the Bidder and the Bank's duly authorized official that the delay is attributed to the Bank and/or Force Majeure along with the bills requesting payment.
- e) If the Bidder fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Purchase Order, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the contract value, as liquidated damages, a sum equivalent to 1% of the complete order amount until actual delivery or performance per week and the maximum deduction is 5% of the order value. Once the maximum is reached, the Bank may terminate the contract.
- f) The Bidder should adhere to laws of the land and rules, regulations and guidelines issued by the various regulatory, statutory and Government authorities as required from time to time during the course of the contract. The Bank reserves the right to ascertain information from the Banks and other institutions to which the Bidders have rendered their services for execution of similar works / projects. Such feedback from high-ranking officials would also form part of Bidder selection and any strong adverse comment/action about product or service would make the Bidder ineligible for further assessment/processing.

26. INDEMNITY:

Successful Bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from:

- a) An act or omission of the Successful Bidder, its employees or agents of the Successful Bidder in the performance of the services provided by this contract,
- b) Breach of any of the terms of this RFP or breach of any representation or warranty by the Successful Bidder,
- c) Use of the deliverables and or services provided by the Successful Bidder,
- d) Infringement of any patent, trademarks, copyrights, etc., or such other statutory infringements in respect of all components provided to fulfill the scope of this project.
- e) Malfunctioning of the equipment or software or deliverables.

The Successful Bidder shall also submit the Deed of Indemnity prior to issuance of Purchase Order as per Proforma for Deed of Indemnity - Annexure IX.

27. FORCE MAJEURE:

The Successful Bidder or the Bank shall not be responsible for delays or non-performance of any or all contractual obligations due to any Force Majeure cause which is beyond the control of the Successful Bidder or Bank, as the case may be and which substantially affects the performance of the obligations under the Agreement of the contract such as including:

- a) Acts of God, natural calamities, including but not limited to floods, droughts, earthquakes and epidemics;
- b) Acts of any country, domestic or foreign, including but not limited to war, declared or undeclared priorities, quarantines, embargoes;
- c) Acts of public enemy, accidents and disruptions including but not limited to fires, explosions, breakdowns of essential machinery or equipment;
- d) Transportation delay due to force majeure or accidents;
- e) Strikes, lockouts and sabotages;
- f) Riots and civil commissions;
- g) Lockdown imposed by Government;

Provided that the Successful Bidder shall notify the Bank in writing of such causes within ten (10) days from the occurrence of such a cause.

Unless otherwise directed by the Bank in writing, the Successful Bidder shall to the extent possible mitigate the consequences of the force majeure event and make all necessary alternative arrangements to perform their obligations and accordingly continue to perform its obligations under the contract as far as possible, and shall seek all means for performance of all the obligations, not prevented by the Force Majeure event.

Provided further that in case of delay in Services, which shall be solely decided by the Bank, the Bank shall not be held liable for non-performance of its obligations under the contract and the Bank shall have the right to terminate this contract without giving any further notice to the Successful Bidder.

Further, the Bank also reserves the right to assign the work to other Successful Bidder or/and service providers without any consequences and claims.

28. PRIVACY AND SECURITY SAFEGUARDS:

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

29. INFORMATION SECURITY:

The Successful Bidder upon selection will comply with all the present and future provisions of the Information Security Policy of the Bank/Guidelines of RBI, Respective Govt. Agencies and the Bank and provide such regulatory requirements at no additional cost to the Bank during the warranty/AMC period. The Solution may be audited by RBI/any other Regulatory Authority and any observation pointed out by these bodies have to be complied with by the Successful Bidder within the timelines stipulated by the regulatory agencies without any additional cost to the Bank. The offered solution shall be subjected to Bank's audit through offsite and onsite scrutiny at any time during the contract period. The auditors may be internal/ external. The Successful Bidder should provide solution and implementation for all the audit points raised by Bank's internal/external team during the contract period, within the stipulated timelines, without any extra cost. Software solution provided by the Bidder must be bug free and confirmation for the same has to be submitted from the respective OEM.

30. ARBITRATION:

In the event of any question, dispute or difference arising between the Bank and the Successful Bidder relating to any matter arising out of or connected with the manufacturing, packaging and delivery, job assigned to the firm for execution under the contract, the same shall be referred to the sole arbitrator to be nominated by the Chairman of the Bank. The decision of the arbitrator shall be final and binding on both parties to the agreement.

Legal jurisdiction for any disputes, if arise, is subject to exclusive jurisdiction of competent courts in Guwahati (Assam) only.

31. STATUTORY PROVISIONS:

- a) Bidder shall comply with all the statutory provisions as laid down under various Laws/Acts/Rules in force from time to time. In case of any violation of such statutory provisions applicable by the Bidder, there will be no additional cost and no liability on the Bank within the project tenure.
- b) Bidder should remit all statutory payments to Government authorities periodically. In case of any failure, the Bank reserves the right to withhold payments, till clearance of such statutory dues.

32. NON-DISCLOSURE:

By virtue of Contract, as and when it is entered into between the Bank and the Successful Bidder, and its implementation thereof, the Bidder may have access to confidential information and data of the Bank and its' customers. The Successful Bidder will enter into a Non-Disclosure Agreement to maintain the secrecy of Bank's data as per the following: -

- a) That the Successful Bidder will treat the confidential information as confidential and shall not disclose to any third party. The Successful Bidder will also agree that its employees, agents and any other related parties shall maintain confidentiality of the confidential information.
- b) That the Successful Bidder will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without consent of the Bank.
- c) That the Successful Bidder will also agree to protect the confidential information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance. Without limitation of the foregoing, the Successful Bidder shall use reasonable efforts to advise the Bank immediately in the event that the Successful Bidder learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the Successful Bidder, and will reasonably cooperate in seeking injunctive relieve against any such person. That if the Successful Bidder hires another person to assist it in the performance of its obligations under the Contract, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Contract to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Successful Bidder is bound to maintain the confidentiality. This clause will remain valid even after the termination or expiry of this agreement.
- d) That the Successful Bidder will strictly maintain the secrecy of Bank's data.

33. LIMITATION OF LIABILITY:

Bidder's aggregate liability shall be limited to a maximum of the contract value. For the purpose for this section, contract value at any given point of time, means the aggregate value of the purchase orders placed by the Bank on the Successful Bidder that may give rise to claim under this RFP. In the following circumstances, limitation of liability shall not apply and the Bidder shall be liable for the amount of cost, damages, compensation, penalty, etc., suffered by the Bank in case of:-

- a) Breach of the confidentiality terms.
- b) Liability for an infringement of a third party's Intellectual Property Rights by the Bidder.
- c) Any other liability that cannot be capped or excluded as a matter of applicable law and imposed by the statutory authority/ government bodies/ court tribunals, etc.
- d) Any other breach caused due to the non-performance of the obligations of the Bidder

under the Agreement.

- e) Liability of the Successful Bidder in case of gross negligence or willful misconduct attributable to the Successful Bidder while providing services under this Agreement.
- f) Liability of the Successful Bidder in case of fraudulent acts or willful misrepresentation attributable to the Successful Bidder regarding the services provided under this Agreement.
- g) Intellectual Property Infringement indemnity.
- h) Third party claims including, but not limited to, those for bodily injury (including death) and damage to real property and tangible property caused by the Successful Bidder's gross negligence.

34. PERIOD OF VALIDITY OF TENDER:

The bid will remain valid for one hundred and eighty (180) days from the date of opening as prescribed by the Bank.

35. LANGUAGE OF BIDS:

The bid, correspondence and supporting documents should be submitted in English.

36. ERRORS AND OMISSIONS:

Each Recipient should notify the Bank of any error, omission, or discrepancy found in this RFP document.

37.ANNEXURE-I TENDER FORM(COVER-1)**The Assam Cooperative Apex Bank Ltd.
Tender form**

To,

The Deputy General Manager,
IT Deptt. at Head Office,
Assam Cooperative Apex Bank Ltd.,
H.B.Road, Panbazar, Guwahati-781001.

Subject: Tender Form**Ref.RFPNo. ACAB/HO/IT/ATM/2024/325,dated: 12th July 2024**

Sir,

In response to your invitation for Tender issued vide letterNo**ACAB/HO/IT/ATM/2024/325**, dated: **12th July2024**, I/we, would like to submit the bid as hereunder:-

1.	Description	Supply, installation and maintenance of ATM Cash Dispenser
2.	Location	The Assam Co-operative Apex Bank Ltd., H.B. Road, Panbazar, Guwahati-781001.
3.	Last Date & Time for submission of tender	3 rd Aug 2024at2:00 P.M
4.	Date & Time for Opening of tender	3 rd Aug 2024at3:30 P.M
5.	Name of the Bidder	
6.	Bidder`s Address	
7.	E-mail/Phone no/Fax No	
8.	Year of Commencement of Business	
9.	Whether registered with the Registrar of Companies/Registrar of Firms? If so, mention Number and Date;	
10.	Whether the firm a Manufacturer/Dealer/Distributor In case of authorized dealer/representative, Bidder has to submit a Manufacturer Authorization Form from OEM as per <u>Annexure-III</u> . However, in case the Bidder is OEM, an Undertaking is to be submitted for being the OEM as per <u>Annexure-IV</u> .	

11.	No. of years of Experience with names of major works completed Purchase Order letter issued by organization (Scheduled Banks / Commercial Banks / Regional Rural Banks/ Cooperative Banks) during the last five (5) years evidencing the experience in Supply, Installation and Maintenance of the ATM Cash Dispenser. Such documents should be in the name of the Bidder only.	No of years: List of major supplies 1. 2. 3. 4. 5.
13.	Service Network (Address, name of the Engineer, Contact number)	
14.	Annual Turnover (last Four years) Self-attested copy of audited Trading and Profit & Loss A/c and Balance Sheet for the Financial Years 2020-2021, 2021-22, 2022-2023 and 2023-24 along with the Turnover Certificate issued by the Statutory Auditor/Chartered Accountant as per <u>Annexure-II</u> . For Year 2023-24 Provisional Turnover Certificate will be accepted.	2020-21- 2021-22 - 2022-23 - 2023-24 -
15.	a) Goods and Services Tax Registration No. (Enclose self-attested copy of GSTIN registration) b) PAN No. (Enclose self-attested copy of PAN Card)	GSTIN No.: PAN No.:
16.	Whether being black listed during the last five (5) years as on the date of submission of bid: (If no, enclose a notarized affidavit for the same, if yes provide details)	Yes/No
17.	Catalogue submitted?	Yes/No

18.	EMV compliant	Yes/No
19.	Declaration:	
	<ul style="list-style-type: none"> i. All the information furnished by me/us here above is correct to the best of my/our knowledge and belief. ii. I/We agree to comply with all the statutory provisions as laid down under various Laws/Acts/Rules in force. iii. I/We have no objection if inquiries are made about the work listed by me/us. iv. I/We agree that the decision of the Bank will be final and binding to me/us. v. I/we have read the terms and conditions, instructions and I/we understand that if any false information is detected at a later date the supply order shall be cancelled at the discretion of the bank. vi. I/We hereby agree to abide by and fulfill all the terms and conditions /provisions as mentioned in this tender document. 	

Date:
Place:

Signature and Seal of Bidder

38. ANNEXURE- II : TURN OVER CERTIFICATE (COVER-1)

TO WHOM IT MAY CONCERN

(In the letter head of the Statutory Auditor/Chartered Accountant)

RFP No. ACAB/HO/IT/ATM/2024/325, dated: 12th July 2024

This _____ is to certify that M/s _____, with registered address as _____ and having GST Registration No. _____ has the following Turnover, Net Profit/Loss and Net worth from its Indian Operations. This information is based on the Audited Financial Statements for Financial Years 2020-21, 2021-22, 2022-23 and audited/provisional financial statements for FY 2023-24.

Financial year	Turnover (Rs.In Lacs) as on 31 st March	Net Profit/Loss (Rs. In Lacs) as on 31 st March	Net Worth (Rs. In Lacs) as on 31 st March	Enclosed Audited Trading and Profit & Loss A/c and Balance Sheet (Yes/No)
2020-21				
2021-22				
2022-23				
2023-24				

Date:

Place: _____

-

Signature of CA/Statutory Auditor

Name of CA/Statutory Auditor:

Designation:

UDIN:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

39. ANNEXURE -III: MANUFACTURER AUTHORISATION FORM(COVER-1)

Note: This authorization letter shall be printed on the letter head of all the original equipment manufacturer (OEM) and shall be signed by a competent person having the power of attorney to bind the manufacturer.

To,
The Deputy General Manager, IT Deptt.,
The Assam Co-operative Apex Bank Ltd.,
Head Office,
Panbazar, Guwahati-781001.

Subject: Manufacturer Authorisation Form
Ref.RFPNo.ACAB/HO/IT/ATM/2024/325,dated:12th July 2024

Dear Sir,

We (Name of the Manufacturer) who are established and reputable manufacturers ofhaving factories at,,, and do here by authorize M/s.....(Name and address of Bidder) who is the Bidder submitting its bid pursuant to the Request for Proposal issued by the Bank on behalf, to submit a Bid and negotiate and conclude a contract with you for supply of equipment manufactured by us against the Request for Proposal received from your bank by the Bidder and we have duly authorized the Bidder for this purpose.

We here by extend our guarantee/warranty and AMC as per terms and conditions of the **RFP No. ACAB/HO/IT/ATM/2024/325, dated: 12th July 2024** and the contract for the equipment and services offered for supply against this **RFP No. ACAB/HO/IT/ATM/2024/325, dated: 12th July 2024** by the above-mentioned Bidder, and hereby undertake to perform the obligations as set out in the **RFP No. ACAB/HO/IT/ATM/2024/325, dated: 12th July 2024** in respect of such equipment and services. We undertake to provide back- to-back support for spare and skill to the Bidder for subsequent transmission of the same to the Bank. We also undertake to provide support services during warranty as well as AMC period at no cost to ACAB if the above Bidder authorised by us fails to perform in terms of the RFP. We confirm that the Bidder shall provide Service Support center/Resource Availability in the state of Assam.

We duly authorize the said firm to act on our behalf in fulfilling all installations, technical support and maintenance obligations required by the contract.

We further certify that, in case the authorized distributor/ system integrator is not able to meet its obligations as per contract during contract period, we, as the OEM, shall perform the said obligations with regard to their items by ourselves or through alternate & acceptable service provider.

Yours Faithfully

Authorized Signatory

(Name: _____ Phone No. _____ E-mail- _____)

40. ANNEXURE -IV: UNDERTAKING FOR BEING THE OEM (COVER-1)

(This letter should be on the letterhead of the Manufacturer duly signed by an authorized signatory)

To,
The Deputy General Manager, IT Deptt.,
The Assam Co-operative Apex Bank Ltd.,
Head Office,
Panbazar, Guwahati-781001.

**SUBJECT: UNDERTAKING FOR BEING THE OEM OF THE OFFERED SOLUTION/APPLIANCE
Ref.RFPNo. ACAB/HO/IT/ATM/2024/325,dated:12th July 2024**

Sir,

We hereby undertake the following:-

1. We, M/s_____are the OEM/Service Provider of _____(Name of the product/Solution/Hardware/Service), being offered to The Assam Co-operative Apex Bank Ltd., Head Office, H.B. Road, Panbazar, Guwahati through M/s_____ (Bidder's Name), who is our authorized Partner/representative in India for supply of this Product/Solution/Hardware.

2. We confirm that we have Service Support center/Resource Availability in all locations of the State of Assam.

3. We have Spare ware houses/Logistic Centers* in India at following locations:

Sl. No.	Full Address	Contact Person	Name	Designation	Contact Number

4. We confirm that at location where any Service Support center/one warehouses/LogisticCenters is not available, will provide within three (3) months from the date of award of contract to us by the Bank.

5. We have support available across India to attend calls within the stipulated time specified in SLA.
Date:

Place:

Yours faithfully,

Signature of authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

41. ANNEXURE -V: TECHNICAL SPECIFICATIONS (COVER-1)

Ref.RFPNo. ACAB/HO/IT/ATM/2024,dated: 12th July 2024

<u>Slno</u>	<u>Specification</u> s	<u>Compliance</u> <u>Yes/No(Rema</u> <u>rk)</u>
1.	Processor	
1.1	9 th Generation Intel® Core i5 Processor or higher with minimum 3.3 GHz and 6 MB cache or above. Vendor to provide the supported OS/Patching related software / hardware upgrades without any cost to Bank during the contract period.	
1.2	8GB DDR 4RAM or higher with scope to increase capacity, whenever required.	
1.3	500GB or higher SSD (for OS). 1TB or higher SATA HDD(for Camera Images).	
1.4	4 or more USB ports 2 in front for front access CDs	
1.5	OS Hardening(with local firewall) guidelines issued by the OS supplier and the Bank's IS Policy should be strictly followed	
2.	Device Software	
2.1	Microsoft Windows 11 Else Microsoft windows 10 Enterprise IOT 2019 or higher with latest service packs. In case supplied OS is declared end of support by Microsoft, the bidder has to replace/upgrade the same with a supported hardware without any extra cost to Bank.	
2.2	Software with drivers (for non-FS devices), API documentation, and terminal diagnostics / utilities.	
2.3	CD should be adequately hardened and only white listed necessary services run in the system (White listing of applications).No malware including viruses, worms and Trojans enter and Affect the system. CD should be pre-installed with whitelisting application solutions. All bidders must provide Whitelisting solution with following features. The solution must ensure that only whitelisted applications run on the CD. The solution must prevent the execution of any non-whitelisted files on the machine Bidder to provide standard whitelisting solution which should meet above requirements and should come pre-loaded in the CDs to be supplied and installed by the successful bidders	
2.4	OEM/Service provider is required to provide latest OS and Cen FS application version to support Regulatory requirement or Bank's need to support applications during the contract period.	
3.	Currency Chest	
3.1	CENL/UL291 Certified Secure Chest Level1 Certified meeting 291 Level 1 or higher or the CEN L or higher certified for the CD Currency Chest. CEN L or higher will be preferred.)	
3.2	S&G / MAS Hamilton (KABAMAS-CEMCON) (or an equivalent make, of high international repute) , Centrally/Remote controlled dual electronic combination lock of 6+6 digits with capability for one-time combination (OTC) and audit trail without any hardware change. Should be UL 437 VDS Certified.	

3.3	Alarm sensors for temperature status, seismic or vibration status and chest Open status while sending signal/messages to Switch/Management Centre	
3.4	Terminal should be able to change automatically to Supervisory/ Maintenance/Out-Of-Service mode, in following cases when: a) cabinet/Hood Door is opened b) Chest/Safe door is opened. The Terminal should not dispense/initiate dispensation process when in Supervisory/Maintenance/Out-Of-Service mode except when required for Testing / fault resolution by Engineer.	
3.5	Terminal should be able to change automatically to In Service / Transaction mode, after Chest door and Hood door is locked.	
3.6	UL291Level1/CEN1Certified Secure Chest or higher	
4.	Cash Dispenser	
4.1	Dispense minimum 40bills/currency notes per transaction.	
4.2	Dispense used notes	
4.3	Capable to retract notes but this functionality should be in disabled mode. However, the CDs should be capable to be enabled for cash retraction if so desired by the Bank in future at no additional cost to the bank	
4.4	Indication (visible/audible and software) of proper insertion of all cassettes.	
4.5	2Double Pick Module, and 4cassettes with lock & key and latch. Capable of shutting automatically when removed from the CD and should be capable of working even with 2 cassettes.	
4.6	Reject BIN or Divert cassette bin with lock and key with capacity to hold at least 200 notes.	
4.7	Each Cassette should hold minimum of 2500 currency notes	
4.8	Capable of Multicurrency dispensing	
4.9	Capable of dispensing all denominations Rs.100, Rs. 200/-,Rs. 500/-, as well as new denominations, if any, issued subsequently without any extra cost to the Bank. All cassettes should be adjustable to hold and dispense the currency notes if dimensions of currency notes are changed without any additional component Requirement. Bidder should ensure the calibration as per bank requirement without any additional cost. The Cassette shall be compatible for cassette-swap implementation. Sensor to send low-cash supply message to the Switch centre.	
4.10	Dispense at least 5 notes per second	
4.11	Machines should not dispense soiled, mutilated notes	
4.12	Encrypted communication and trust relation should be established between PC core and dispenser.	
4.13	Full Hard Disk Encryption (FHDE) to be deployed on the ATMs	
4.13	Should not have any hardware module sensors which could be accessible by any end consumer either during idle state or during transaction processing	
4.14	Multi-media dispenser(ticket/coupon/stamp/receipt)with bunch presenter	
4.15	Friction/Vacuum pick/robotic arm technology	

4.16	Vendor to provide all the model of CD as specified in the submitted Technical Specifications. Any vandalized machine will also be replaced with the same make & model	
4.17	Double pick module with four currency cassettes (with lock and key / latch) Four Pick Module with 4 cassettes configuration with latches capable of shutting automatically when removed from the CD and should be capable of working even with 2 cassettes.	
5.	EMV Cash Dispenser	
5.1	Smart Card, Chip Card EMV Version 4.0 or later, as certified, with supporting EMV L1, LOA. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank.	
5.2	EMVLevel2 approved terminal application/kernel. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank.	
5.3	Should provide necessary conformance /certificates/approvals from VISA, Master Card, Amex, Union Pay, Rupay, JCB, Discover including TQM(IFM) certificates or as per the bank requirement. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank.	
5.4	Card reader should be compatible to work with any valid EMV certified EMV Kernels.	
5.5	CD should be ready for using the new EMV Chip Cards i.e. EMV Chip Card Reader enabled.	
5.6	Dip Smart Card Reader with anti-skimming device and anti-shimming device installed and integrated with the card reader of the CD. Details of the anti-skimming technology/device to be enclosed. The bank is looking for a comprehensive skimming protection solution which achieves the following:- Senses unauthorized attachment of any device on The card reader module, * Sends the signal to switch and further to the Remote ATM Management Centre of the vendor and Online Monitoring Solution of the Bank, * Capable of enabling the switch to put the machine Out-Of-Service as well as block the card reader from accepting any more card insertions. * FS needs to send out error status so that the SNMP/MVS can pick it up and notify the monitoring system. * should be equipped with solution/device for protecting from Deep insert skimming and shimming, It should also have the provision to sense any suspicious anti-cloning attempted through insertion of wire Communication link between the card reader and system should be encrypted by latest encryption standards.(This is between the Card Reader and the CD)	
5.7	Card reader should be capable of disabling reading the magnetic stripe as and when required by the Bank. If physical visit is required for disablement, vendor to arrange the same at no additional cost to the Bank	
5.8	Capable to read magnetic tracks 1&2	

6.	Customer Interface	
6.1	15"LCD/LED or higher touch screen with standard bright and full screen Display. Touch display and/or FDK screen	
6.2	Touch Screen Specifications: IP65 rating	
6.3	Vandal screen with Privacy filter. Resistance to Indian weather, vandal proof and pertinent to and Indian usability condition	
6.4	Rugged spill proof Triple DES enabled keyboard with polycarbonate tactile/stainless Steel EPP pin pad. EPP Key pads to be PCI-PTS compliant with sealed metal keypad. PIN Pads shall be covered to prevent PIN disclosure via shoulder surfing. EPP should be designed so as to prevent overlaying of fake pin pad. Forcible removal of EPP should bring the machine down resulting in loss of data stored in the EPP, so as to prevent compromise even with high end decryption. Should accompany with PC I3.0 or above & ADA certificate. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank. EPP Pin Pad Should be with Braille Embossing. Triple DES compliant 16 key Alpha numeric key pad secured Encrypting PIN Pad	
6.5	Touch Screen (with support for visually handicapped through Function Keys / EPP wherever required). Braille stickers and text speech device on all devices as per requirement to support the visually challenged.	
6.6	All devices to have features as per requirements to support the visually challenged. All CDs to meet the requirement of Talking ATMs“(EP needs to ensure that braille supported keys (Pin Pad, Function Keys, Locations of key devices, Audio jack) are present on the ATM. CD must have Braille Decalson Customer interface modules like card entry slot, Cash exit slot, receipt slot in order to ensure ease of access for visually challenge person.	
6.7	The PIN Pad must also meet Visa requirements on Tamper Resistant Security Module which enables automatic destruction of Secret keys in case of attempt to interface with the encryption system	
6.8	Additionally the PIN Pad must have key guard and key shield affixed. CDs should be equipped with PIN pad shields covering all three sides to avoid shoulder surfing or capture by the external camera	
6.9	Multilingual /Trilingual Screen Support (English, Hindi, Regional language),in static graphics (PC, JPEG, etc.) and video files(incl.MP4)	
6.10	Terminal should be capable to display graphic screen and video files in commonly available picture formats (MPEG, MP4, PC, JPEG, BMP etc.).	
6.11	Voice guidance support with internal speakers & head phone jack (hardware as well as software both to be provided with CD). Capable of voice guidance to the customer and digitalized wave files in the Indian accent for the same in Hindi & English and regional languages as per the banks requirement to be provided by the vendor. There should be support for text to speech for full-fledged voice guidance Solution implementation without any extra cost to the Bank.	
6.12	Provide Text-to-Speech (TTS) support in English, Hindi and regional Languages.	
6.13	Terminal should be capable to integrate with custom/3rdparty Text-to-Speech (TTS) software.	
6.14	Terminal should report status(FS)whether head phone is present/not present in headphone jack, to the monitoring system	

6.15	Voice guidance support with internal speakers and headphone jack	
6.16	MPEG-4 full motion video support, and support for common video codes.	
6.17	CD should have Rear View Mirrors covering major area of the site which allow users to see what is happening behind to avoid shoulder surfing	
6.18	CD should have PIN pad shield covering all three sides to avoid shoulder surfing and capture by the external cameras.	
6.19	Adherence to Persons with Disability standards compliance. Give details; Cash dispenser should be accessible to physically Challenged, Wheel Chair Access and Visually Challenged as per ADA, Access-For-All(AFA)& RBI guidelines Self-declaration Certificate required	
6.20	Manufacturing should have ISO certification 14001and 9001 certification.	
6.20	The CD should be PA-DSS complied, Application should be PCIPA-DSS compliant as on date of supply of CD.	
7.	Integrated CD Surveillance Solution	
7.1	One inbuilt camera to capture the face image of the customer transaction, Pin hole camera. Solution must be motion-sensitive and capable of capturing image of the person while doing transaction in the CD. Camera with a minimum resolution of 640480.	
7.2	Solution should be able to store the images in a digital format for minimum 6 months at an average of 400 transactions per day. The back-up should be taken at quarterly intervals or earlier as per requirement by the Bank and supervised by the Vendor. The images will be stored on one of the 2 Hard Disks in the machine. Vendor to increase storage capacity for machines having more than average 400 hits per day accordingly.	
7.3	Solution must provide an interface to browse, search and archive the stored images on hard disk or external media.	
7.4	Solution must be able to capture & stamp the transaction information (card number masked to comply with PCI-DSS) on the images. Support water marking for Image / video authentication. The resolution of the camera should be sufficient enough to capture the quality image of the object for clear identification.	
7.5	The solution must have a search facility to locate an image/event by date & time, card no., transaction reference no. and ATM/CD ID.	
7.6	The solution must be capable of monitoring from a central location. The Solution should be able to pull the required images from the central location and share the same over e-mail / sftp / other Communication medium with bank officials, as and when required.	
7.7	The image surveillance solution must not degrade the performance of ATM / CD, e.g. speed of normal transaction. The solution should be able to pull the required images from the Central Location and share the same over e-mail with Bank officials, as and when required.	
7.8	The image surveillance hardware should be integrated within the CD.	
7.9	Cash Dispenser must be capable of performing under extreme conditions. Temperature : Minus(-) 0 degree Celsius to plus (+) 50 degree Celsius (Without Air Conditioner)Humidity: 5to95%RH (Without Air Conditioner)	
7.10	Solution should be able to integrate with any Multi-Vendor ATM Software available with Bank.	
8.	DES Chip	

8.1	Capable of Remote Key Management-Triple DES/RSA, Certificate or Signature-based.	
8.2	Triple DES chip with encryption/verification/validation software. Should support AES 256 without any additional hardware	
8.3	CD should be with in-built security features to trigger alarm in case of fire, hammering/tilting of the machine	
9.	Connectivity	
9.1	Should have Network Interface Card(NIC)10/100/1000Mbps withIPv6 compliant	
9.2	CD must support TCP/IP and DNS	
9.3	CD must Support TLS 1.2 or above and shall provide required software, if any.	
9.4	Should support IPv4 addressingandbelIPv6ready.Abilityto perform IPv4-IPv6 integration, if required, at no additional cost to bank.	
9.5	Ability to support multiple NIC to enable multiple connections.	
10.	Receipt Printer	
10.1	Minimum 40 column Graphic Thermal Receipt printer with dual mode Printing. Graphics Thermal Printer for trouble free receipt printing. The printer must be able to cut the paper and push the receipt out of a slot provided on the CD fascia	
10.2	Machine should print customer slip in HINDI and English and regional Languages.	
10.3	Printer driver/firm ware needs to support Hindi, English and regional Indian type fonts/specification	
11.	Electronic Journal	
11.1	Electronic journal to be written on CD hard disk and replicated on the second hard disk which records images. The solution should include a EJ viewer.	
11.2	Support centralized EJ Pulling and also as per the requirement of bank	
11.3	EJ should be non-editable with encryption or with checksum or any other solution to prove the authenticity of EJ before a third party such as the Regulator (RBI), Courts, Banking Ombudsman, Police Authorities etc.	
11.4	Support for the Cash Dispenser to monitor its functions from a Central site. The Cash Dispenser should be capable of supporting a third party software agent such as SDMS (Scientific Data Management System etc. The vendor also agrees to install any Software selected by the Bank at no cost to the Bank.	
11.5	Back up of EJ should be configured on the different hard disk drive than the drive on which EJ is generated	
11.6	The model must support remote downloading of screens and remote loading of security keys. Also, the model should support remote patch uploading and patch execution.	
12.	Software/Software Agent	

12.1	Remote diagnostic agent to diagnose problems with the machine including monitoring but not limited to predicting part failures. This service including proactive rectification of problems reported by remote diagnostic agent will have to be provided by the Applicant/bidder/OEM mandatorily at no extra cost to the Bank. The software should have the utility for converting files containing transaction details into ASCII format	
12.2	Bank wishes to adopt high software security with use of application whitelisting solution. Bidders must provide Whitelisting solution with the following features 1. The solution must ensure that only 'whitelisted' applications run on the CD 2. The solution must prevent the execution of any non white-listed files on the machine	
13.	Media Status	
13.1	Low and media empty warning for all items viz. currency notes, Divert bin full ,paper jam, printer fatal consumer printer roll etc.	
13.2	Surveillance equipment(camera and related equipment)	
13.3	i) Unauthorized attachment of any device on the card reader module, ii) Sending signal to switch and further to the Remote ATM	
14.	Power	
14.1	In-built SMPS to work on 230 V 50Hz power supply.	
14.2	Support input voltage of 230 VAC/50Hz with +/-5% variation.	
14.3	CD should have Low Carbon Foot print i.e. Low Power consumption in Operation as well as in idle condition.	
14.4	CD should have Integrated Power Management Solution. The CD software must be capable of interfacing with the Bank's UPS systems and query the battery status, in -line power and temperature, taking the machine out of service if the battery capacity is too low, perform scheduled power offs and automatically start up at the configured date and time. The solution must shut down gracefully to allow completion of the ongoing transaction in the event of complete Battery discharge. The above power management functionality must be controllable remotely. In this situation, CD should have the capability of generating message of low battery status and should send the same to the switch.	
14.5	CDs to be provided with facility which will be required for preserving the last state of the machine in the event of loss of power supply to achieve safeguarding the corruption of ATM Software. CD should have an MCB / Chip / IC / etc., prior to SMPS / POWER Manager to prevent damage to machine due to power fluctuations.	
15.	Contactless Card Reader	
15.1	Contactless Card integration- RBI CIRCULAR FOR CASH WITHDRWAL The NFC contactless module with support Contactless Card integration (Hardware and Software) supporting up to ISO 14443 Type A/Type B, Mi Fare, ISO 21481 and ISO/IEC 18092 or higher. In case of any new guidelines or the regulator mandates newer specifications, the service provider should provide required support for hardware/software without any additional cost to the bank during the contract period.	
15.2	Smart Card/ Chip Card EMV Co Contactless Version 2.1 or later, as certified with supporting EMV CoL1 LOA. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank.	

15.3	EMV Co Level-2 approved terminal application/kernel. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank. Vendor should address EMV fall back resolution timely.	
15.4	Should provide necessary certificates/approvals from VISA, Master Card, Amex, Union Pay, Rupay, Discover including TQM(PCD) certificates. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank.	
16.	Biometric	
16.1	Should be UIDAI certified device for biometric capture and authentication. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank.	
16.2	Support Biometric Based Authentication API v 2.0 specifications (should be UIDAI certified biometric device for biometric capture and authentication). On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank.	
16.3	CD must also have biometric authentication functionality with finger print reader as per Aadhar 2.0 Level 0 specifications and same is required from the initial stage. The CD should support Bio-metric functions and integrated with the Bank's Biometric solution and UIDAI certified solution (Aadhar) without any additional cost to the Bank. Compliance/ Provisional testing certificate from STQC/ Aadhaar should be submitted with technical bid. The Biometric Scanner should be STQC Certified with minimum Level 0 compliance and upgradable to Level 1 at no additional cost to the bank	
17.	Barcode/QR CODE Scanner	
17.1	CD should have capability to integrate 1D/2D barcode and QR code scanner for future requirements of scanning codes from mobile phones by simply attaching a reader, compliant with Code 128, Code 39, QR Code standards.	
17.2	Should be capable of reading bar codes of all popular symbolizes, including Code 128, with up to 36 Characters	
18.	Testing/Software Testing	
18.1	The necessary technology/ application/ hardware for supporting card based, cardless and biometric transactions should be available ab-initio.	
18.2	L-3Certification with MasterCard, Visa, Rupay or any other provider to be done by the service provider.	
18.3	CD Machine should be compatible since inception of project, with all NPCI existing or proposed functionalities like ICCW,BPPS, withdrawal through UPI and other value added services etc.	
18.4	A Camera should be present within the machine at the cash slot to capture the movement of cash from the presenter belt and final Withdrawal by the customer. The camera should be capable of taking images and videos of the cash movement. The images and videos should be time stamped with Terminal ID, Masked Account & Card no. etc. The images and videos should be saved in the Hard disk and should be capable of being pulled centrally.The bank will require these images and videos for disputed transactions. It will be bidder responsibility to provide the images and video for the transactions required by the Bank/regulator/Police authority etc.	
19.	Hardware	
19.1	Card reader slot:1. When machine is ready to accept card for new tn.	
19.2	Cardreaderslot:2.When machine wants the customer to pull out his/her	

	card	
19.3	Cash slot dispenser: When cash is presented at the cash slot for the customer to take it.	
19.4	Receipt printer slot: Whenever any receipt is out from the machine for transactions like mini statement, failed transaction etc.	
19.5	Vendor to provide utility for converting the Cash Dispenser files, containing transaction details, into ASCII format.	
20.	Scalability/Upgradability	
20.1	The CD should be scalable/upgradeable in terms of	
20.2	RAM, HDD	
20.3	Bar Code Reader compatibility CD should have capability to integrate 1D/2D bar code and QR code scanner for future requirements of scanning Codes from mobile phones by simply attaching a reader, compliant with code 128, code 39, QRC code standards.	
21.	Remote Status Indicators	
21.1	CD should have remote status indicators including but not limited to below mentioned indicators:	
21.2	Low paper for RP/JP/Low currency/Divert bin Full/CD out of service /Paper jam in printers/Printer fatal/Surveillance equipment(camera and related equipment)	
21.3	i) Unauthorized attachment of any device on the card reader module, ii) Sending signal to switch and further to the Remote ATM	
22.	Operator Interface	
22.1	i) Maintenance Panel/Monitor to facilitate all operations related to house keeping and maintenance of the CD. CDs should have rear view mirrors covering majority area of the ATM site ii) CD should be mechanically and electrically capable of functioning 24 X 7X365basis. iii) Able to perform a self-test/diagnostic test at the time of log out from the maintenance module	

Date:

Place:

Signature and Seal of Bidder

42.ANNEXURE-VI: UNDERTAKING OF AUTHENTICITY (COVER-1)

Ref.RFPNo. ACAB/HO/IT/ATM/2024/325,dated:12th July 2024

To,
The Deputy General Manager, IT
Deptt.,
The Assam Cooperative Apex Bank Ltd.,
H.B.Road, Panbazar, Guwahati-787001.

Subject: Undertaking of authenticity

Ref.RFPNo. ACAB/HO/IT/ATM/2024/325,dated:12th July 2024

Sir,

With reference to the quotation No. dated submitted by us, we hereby undertake that all the components/parts/assembly/software used in ATM Cash Dispenser are/ shall be original new components /parts/ assembly/ software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly / software are being used or shall be used.

Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery / installation. It will be our responsibility to produce such letters from our OEM Supplier's at the time of delivery or within a reasonable time. In case of default and we are unable to comply with above at the time of delivery or during installation, we agree to take back the systems without demur or any liability on the Bank, if already supplied and return the money if any paid to us by you in this regard.

We (system OEM name) also take full responsibility of both parts and maintenance service as per the contract even if there is any defect by our authorized Service Center.

Authorized signatory

Name :

Designation:

Place :

Date :

43. **ANNEXURE -VII: LETTER OF ACCEPTANCE (COVER-1)**

(To be given on Company Letter Head)

To
The Deputy General Manager,
IT Deptt.,
The Assam Co-operative Apex Bank Ltd.,
Head Office,
H.B. Road, Panbazar, Guwahati-781001.

Subject: Acceptance of Terms and Conditions of the RFP
Ref.RFPNo. ACAB/HO/IT/ATM/2024/325,dated:12th July 2024

Sir,

We submit our Bid Document herewith.

We understand that Bank is not bound to accept the lowest or any bid received and Bank may reject all or any bid.

If our bid is accepted, we are responsible for the due performance as per the scope of work and terms and conditions as per mentioned in RFP.

Further to our proposal dated,in response to the Request for Proposal (Bank's **RFP No. ACAB/HO/IT/ATM/2024/325,dated:12th July 2024** Herein after referred to as "**RFP**") issued by the Bank we here by covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendum/corrigendum and other documents including the changes made to the original tender documents if any, issued by the Bank. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully

For.....

(Signature and seal of authorized person)

Place:

Date:

44. ANNEXURE- VIII: INTEGRITY STATEMENT(COVER-1)

(To be submitted in the Company Letter Head with technical

Bid)

Ref. RFP No. ACAB/HO/IT/ATM/2024/325, dated:12th July 2024

We undertake, that application supplied for Supply, Installation & Maintenance of Six (6) or more ATMs as per the Purchase Order issued by the Bank and other applications provided to Bank as per the scope of this RFP is free of malware, free of any obvious bugs, and free of any covert channels in the code.

Authorized signatory_____

_____ Name:_____

_____ Designation:

Place:_____

Date: _____

45. ANNEXURE- IX: DEED OF INDEMNITY

(In Non-Judicial Stamp Paper of Rs.100/-)

Ref.RFP No. ACAB/HO/IT/ATM/2024/325, dated:12th July 2024

This Deed of Indemnity executed at _____ On the _____ day of _____ by M/s _____ (hereinafter referred to as "the Obligor" which expression shall unless it be repugnant to the context, subject or meaning thereof, shall be deemed to mean and include successors and permitted assigns);

IN FAVOUR OF

THE ASSAM CO-OPERATIVE APEX BANK LTD., a co-operative society registered under the Assam Co-operative Societies Act, having its Registered Office at H.B. Road, Panbazar, Guwahati, Assam-781001 (hereinafter referred to as "ACAB/BANK", which expression unless expressly excluded or repugnant to the context shall also include its successor, assigns, attorneys, agents, representatives, authorized officer and all and any such officer having the power and authority to represent the Bank)

WHEREAS

The Obligor has

1. offered to supply and install ATMs Cash Dispenser machines with reference to and according to the terms and conditions specified in the **RFP No. ACAB/HO/IT/ATM/2024/325, dated: 12th July 2024** and terms and conditions as prescribed in the Agreement / Contract dated _____ on rate contract basis for three years as per _____ the _____ Purchase Orders issued by the Bank from time to time. The Supply of ATMs by the obligor is herein after referred to as "**Supply**".
2. Agreed to install and provide maintenance for the Equipments, material used and workmanship by them in terms of the Agreement / Contract dated _____ and respective Purchase Orders issued from time to time during the warranty period of three (3) years and during the AMC period of two (2) years if required at the discretion of BANK. (The installation and maintenance are hereinafter collectively referred to as "**Service/s**").
3. Represented and warranted that they have all permissions, consents, approvals from all authorities, both regulatory and non-regulatory, for Supply and installation of ATMs and provide other Service/s to the BANK.
4. Represented and warranted that the aforesaid supply/services offered to the BANK do not violate any provisions of the applicable laws, regulations or guidelines including legal and environmental. In case there is any violation of any law, rules or regulation, which is capable of being remedied, the same will be remedied immediately during the installation, maintenance and contract period to the satisfaction of the BANK.
5. Represented and warranted that they are authorized and legally eligible and otherwise Entitled and competent to enter into such Contract/Agreement with the BANK.
6. The BANK, relying and based on the aforesaid representations and warranties of the Obligor, has agreed to getting supplied and installed ATMs Cash Dispenser Machines with the specifications contained in its Agreement/Contract dated _____ with the Obligor;
7. One of the conditions of the aforesaid Agreement is that the Obligor is required to furnish an indemnity in favour of The Assam Co-operative Apex Bank Ltd indemnifying the latter against any claims, losses, costs, actions, suits, damages and /or otherwise arising due to

or on account of Obligor's violations of any trademarks, patents, copyrights and licenses, the applicable laws, regulations, guidelines during the Supply / Services to the BANK as also for breach committed by the Obligor on account of misconduct, omission and negligence by the Obligor.

8. In pursuance thereof, the Obligor has agreed to furnish an indemnity in the form and manner and to the satisfaction of the BANK as hereinafter appearing;

NOW THIS DEED WITNESSETH AS UNDER:-

In consideration of the BANK having agreed to award the aforesaid contract to the Obligor, more particularly described and stated in the aforesaid Agreement/Contract, the Obligor do hereby agree and undertake that:-

- (1) The Obligor shall, at all times hereinafter, save and keep harmless and indemnified the BANK, including its respective directors, officers, and employees and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against the BANK by whomsoever and all losses, damages, costs, charges and expenses that the BANK may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, guidelines and also from the environmental damages, if any, which may occur during the contract period.
- (2) The Obligor further agrees and undertakes that the Obligor shall, during the contract period, ensure that all the permissions, authorizations, consents are obtained from the local and/or municipal and/or governmental authorities, as may be required under the applicable laws, regulations, guidelines, orders framed or issued by any appropriate authorities.
- (3) The Obligor further agrees to provide complete documentation of all ATMs / Equipments / accessories / and other software, they are having. The Obligor shall also indemnify and keep indemnified the BANK against any levies/penalties/claims/demands, litigations, suits, actions, judgments, in this regard.
- (4) If any additional approval, consent or permission is required by the Obligor to execute and perform the contract during the currency of the contract, they shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.
- (5) The obligations of the Obligor herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Agreement/Contract or the insolvency, bankruptcy, reorganisation, dissolution, liquidation or change in ownership of the BANK or Obligor or any other circumstance whatsoever which might otherwise constitute a discharge or defence of an indemnifier.
- (6) The obligations of the Obligor under this deed shall not be affected by any act, omission, matter or thing which, would reduce, release or prejudice the Obligor from any of the indemnified obligations under this indemnity or prejudice or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known

to it, or to the BANK).

- (7) This indemnity shall survive the aforesaid Agreement.
- (8) Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either party at the address stated in the aforesaid Agreement and or as stated above.
- (9) This indemnity shall be governed by, and construed in accordance with, the laws of India. The Obligor irrevocably agrees that any legal action, suit or proceedings arising out of or relating to this indemnity may be brought in the Courts / Tribunals at Guwahati, Assam. Final judgment against the Obligor in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction, by suit on the judgment, a certified copy of which shall be conclusive evidence of the judgment, or in any other manner provided by law. By the execution of this indemnity, the Obligor irrevocably submits to the exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.
- (10) The BANK may assign or transfer all or any part of its interest herein to any other person. Obligor shall not assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of the BANK.

IN WITNESS WHERE OF the Obligor has signed these presents on the day, month and year first above written.

Signed and Delivered on behalf of (_____)

By the hand of(_____)the authorized official of the Obligor)

46.ANNEXURE-X: NON-DISCLOSURE AGREEMENT

(To be executed on stamp paper of Rs.100/-)

Ref.RFPNo. ACAB/HO/IT/ATM/2024/325,dated:12th July 2024

This Non-Disclosure Agreement is entered into on this....day of.....2024

BETWEEN

THE ASSAM CO-OPERATIVE APEX BANK LTD., a co-operative society registered under the Assam Co-operative Societies Act, having its Registered Office at H.B. Road, Panbazar, Guwahati, Assam - 781001, hereinafter called the "BANK" which term shall wherever the context so require includes its successors and assigns **of the FIRST PART/ DISCLOSING PARTY**

AND

.....(Which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrator and successors) of the **SECOND PART/ RECEIVING PARTY** (Each of Bank and the Successful Bidder is sometimes referred to herein as a "**Party**" and together as the "**Parties**").

WHEREAS the Successful Bidder/Receiving Party is inter alia engaged for **Supply, Installation and Maintenance of ATMs** as per the terms and conditions specified in the RFP **Ref. RFP No. ACAB/HO/IT/ATM/2024/325, dated: 12th July 2024**. The Successful Bidder/Receiving Party would be the single point of contact for this project.

WHEREAS Bank/Disclosing Party is inter alia engaged in the business of Banking; and

WHEREAS the Parties presently desire to discuss and/or consult with each other's business for the purposes of entering into Agreements for Supply, Installation and Maintenance of ATMs.

WHEREAS the Parties recognize that each other's business involves specialized and proprietary knowledge, information, methods, processes, techniques and skills peculiar to their security and growth and that any disclosure of such methods, processes, skills, financial data, or other confidential and proprietary information would substantially injure a Party's business, impair a Party's investments and goodwill, and jeopardize a Party's relationship with a Party's clients and customers; and

WHEREAS in the course of consultation with respect to the potential business venture, the Parties anticipate disclosing to each other certain information of a novel, proprietary, or confidential nature, and desire that such information be subject to all of the terms and conditions set forth herein below;

NOW THERE FORE the Parties hereto, in consideration of the promises and other good and valuable consideration, agree such information shall be treated as follows:

1. Confidential information

Confidential Information means all information disclosed/ furnished by either party to another party in connection with the Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof and all electronic material or records, tenders and other written, printed or tangible thereof and include all information or material that has or could have commercial value or other utility in the business in which disclosing party is engaged.

Receiving party may use the information solely for and in connection with the Purpose.

2. Use of Confidential Information

Each party agrees not to use the other's confidential information for any purpose other than for the specific purpose. Any other use of such confidential information by any party shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement Between the Parties hereto.

The receiving party shall not commercially use or disclose for commercial purpose any confidential information or any materials derived there from, to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to access to and knowledge of the confidential information solely for the purpose authorized above. The Receiving Party may disclose confidential information to consultants only if the consultant has executed non-disclosure agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these and such consultant should also be liable to the original disclosing party for any unauthorized use or disclosure. The Receiving party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing party's confidential information in violation of the terms of this Agreement.

Neither party shall make news release, public announcements, give interviews, issue or publish advertisements or Agreement, the contents/provisions thereof, other information relating to this agreement, the purpose, the Confidential information or other matter of this agreement, without the prior written approval of the other party.

3. Exemptions

The obligations imposed upon either party herein shall not apply to information, technical data or know how whether or not designated as confidential, that:

- a) Is already known to the Receiving party at the time of the disclosure without an obligation of confidentiality
- b) Is or becomes publicly known through no unauthorised act of the Receiving party
- c) Is rightfully received from a third party without restriction and without breach of this agreement
- d) Is independently developed by the Receiving party without use of the other party's confidential information and is so documented
- e) Is disclosed without similar restrictions to a third party by the Party owning the confidential information
- f) Is approved for release by written authorization of the disclosing party; or
- g) Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that the Receiving party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the confidential information and / or documents so disclosed used only for the purposes for which the order was issued.

- 4. Terms:** This agreement shall be effective from the date of the execution of this agreement and shall continue till expiration or termination of this agreement due to cessation of the business relationship between the parties. Upon expiration or termination as contemplated herein the Receiving party shall immediately cease any or all disclosures or uses of confidential information and at the request of the disclosing party, the receiving party shall promptly return or destroy all written, graphic or other tangible forms of the confidential information and all copies, abstracts, extracts, samples, note or modules thereof.

Notwithstanding the above, the obligations of the receiving party respecting disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain.

5. Title and Proprietary rights

Notwithstanding the disclosure of any confidential information by the disclosing party to the receiving party, the disclosing party shall retain title and all intellectual property and proprietary rights in the confidential information. No license under any trademark, patent or copyright or application for same which are or thereafter may be obtained by such party is either granted or implied by the conveying of confidential information.

6. Return of confidential information

Upon written demand of the disclosing party, the receiving party shall (I) cease using the confidential information (ii) return the confidential information and all copies, abstracts, extracts, samples, note or modules thereof to the disclosing party within seven (7) days after receipt of notice and (iii) upon request of the disclosing party, certify in writing that the receiving party has complied with the obligations set forth in this paragraph.

7. Remedies

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

8. Entire agreement

This agreement constitutes the entire agreement between the parties relating to the matter discussed herein and supersedes any and all prior oral discussion and/or written correspondence or agreements between the parties. This agreement may be amended or modified only with the mutual written consent of the parties. Neither this agreement nor any rights, benefits and obligations granted hereunder shall be assignable or otherwise transferable.

9. Severability

If any provision herein becomes invalid, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions and this agreement shall not be affected or impaired.

10. Dispute resolution mechanism

In the event of any question, dispute or difference arising between the Bank and the Bidder relating to any matter arising out of or connected with the manufacturing packaging and delivery, job assigned to the firm for execution under the contract, the same shall be referred to the sole arbitration of an officer to be nominated by the Chairman of the Bank. The decision of the arbitrator shall be final and binding on both the parties to the agreement.

11. Jurisdiction

Legal jurisdiction for any disputes, if arise, is subject to exclusive jurisdiction of competent courts in Guwahati (Assam) only.

12. Indemnity clause

“The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and/or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants.”

13. Governing laws

The provisions of this agreement shall be governed by the laws of India.

In witness whereof, the parties hereto have set their hands through their authorized signatories

For and on behalf of

.....

(The Successful Bidder)

Signature: _____

Name: _____

Designation: _____

Date: _____

For and on behalf of

The Assam Co-operative Apex Bank Ltd.

Signature: _____

Name: _____

Designation: _____

Date _____

47.ANNEXURE-XI: FINANCIAL BID(COVER2)

To,
 The Deputy General Manager,
 IT Department,
 The Assam Cooperative Apex Bank Ltd.,
 Panbazar, Guwahati-781001.

Subject: Financial Bid

Ref.RFPNo. ACAB/HO/IT/ATM/2024/325,dated:12th July 2024

Sir,

I/We agree to supply the following items as per the Bank's specifications mentioned in the Tender Document referred above and as per the rate quoted below:-

Sl. No.	Item Description	Rate in figure (Rs)
A	Cost of ATM Cash Dispenser per unit with three (3) years comprehensive warranty	
B	Cost of Annual Maintenance Contract(AMC) per unit	
1	Annual Maintenance Contract for 1 st Year post comprehensive warranty period	
2	Annual Maintenance Contract for 2 nd year post comprehensive warranty period	
C	Total cost for Annual Maintenance Contract (AMC)	
D	NPV of AMC cost for two (2) years at discounted rate of.....%, 10-Year G-Sec Par Yield (FBIL) as declared by RBI as on,2024.	
E	Total cost(A+D)	
F	Buy back cost per unit	
G	Net Total cost per unit minus Buy back offer (E-F) (in figures)	
H	Net Total cost per unit minus Buy back offer (E-F) (in words)	

PLEASE NOTE THAT: Rates shall be inclusive of all, i.e., supply and delivery, transportation, all insurance (including transit), storage and installation and commissioning of ATM Cash Dispenser at sites including integration, acceptance testing, documentation and training of Bank's personnel and all prevailing taxes.

Date:

Signature and Seal of Bidder

Place:

48.ANEXURE- XII: LIST OF EXISTING ATMs**Ref.RFPNo. ACAB/HO/IT/ATM/2024/325,dated:12th July 2024****List of Branches with Location for ATM Installation:**

Sl. No.	BranchName	District	Pincode	Phone	Makeand Model
1	Abhayapuri	Bongaigaon	783 384	7086076656	AGS PC-280
2	Barpeta	Barpeta	781301	7086076655	AGS PC-280
3	Bamunimaidan	Kamrup	781 021	7086076646	AGS PC-280
4	Bihpuria	Lakhimpur	784 161	7086076654	AGS PC-280
5	Biswanath Chariali	Biswanath Chariali	784 176	7086076651	AGS PC-280
6	Bongaigaon	Bongaigaon	783380	7086076649	AGS PC-280
7	Dhakuakhana	Lakhimpur	787 055	7086076644	AGS PC-280
8	Dhemaji	Dhemaji	787 057	7086076642	AGS PC-280
9	Dhing	Nagaon	782123	7086076641	AGS PC-280
10	Dibrugarh	Dibrugarh	786 001	7086076639	AGS PC-280
11	Duliajan	Duliajan	786 602	7086076635	AGS PC-280
12	Goalpara	Goalpara	783101	7086076632	AGS PC-280
13	Golaghat	Golaghat	785 621	7086076630	AGS PC-280
14	Panbazar/ Guwahati	Kamrup	781 001	7086076628	AGS PC-280
15	Hojai	Nagaon	782435	7086076625	AGS PC-280
16	Jorhat	Jorhat	785 001	7086076621	AGS PC-280
17	Lala	Hailakandi	788163	7086076617	AGS PC-280
18	Morigaon	Morigaon	782105	7086076616	AGS PC-280
19	Nagaon	Nagaon	782 001	7086076613	AGS PC-280
20	Nalbari	Nalbari	781 335	7086076611	AGS PC-280
21	Noonmati	Kamrup	781021	7086076609	AGS PC-280
22	North Lakhimpur	North Lakhimpur	787 001	7086076610	AGS PC-280
23	Pathsala	Barpeta	781 325	7086076608	AGS PC-280
24	Rangia	Kamrup	781 354	7086076606	AGS PC-280
25	Sivsagar	Sivsagar	785 640	7086076603	AGS PC-280
26	Silchar	Cachar	788 001	7086076601	AGS PC-280
27	Silpukhuri	Kamrup	781 003	7086076602	AGS PC-280
28	Tezpur	Sonitpur	784001	7086076594	AGS PC-280
29	Tinsukia	Tinsukia	786 125	7086076592	AGS PC-280
30	Udalguri	Udalguri	784 509	7086076591	AGS PC-280
31	Dispur	Kamrup	781 005	7086076637	NA
32	Dudhnoi	Goalpara	783124	7086076636	NA

33	Sarupathar	Golaghat	785 601	7086076598	NA
34	Tangla	Udalguri	784 521	7086076596	NA
35	Jonai	Dhemaji	787060	7086076622	NA
36	Silghat	Nagaon	782 143	7086076600	NA

49. ANNEXURE XIII - PERFORMANCE BANK GUARANTEE PERFORMA FOR THE BANK GUARANTEE

(To be executed on stamp paper of Rs.100/-)

1. In consideration of THE ASSAM CO-OPERATIVE APEX BANK LTD., a co-operative society registered under the Assam Co-operative Societies Act, having its Registered Office at H.B. Road, Panbazar, Guwahati, Assam - 781001, (hereinafter called "ACAB") having agreed to exempt **M/s _____**, a Company/Firm/Sole Proprietorship incorporated under the _____ having its registered office at (Address of the Successful Bidder company) (hereinafter called "the said SUCCESSFUL BIDDER") from the demand, under the terms and conditions of ACAB's Purchase Order/ Letter of Intent bearing no.....dated..... issued to the SUCCESSFUL BIDDER and an Agreement to be made between ACAB and the SUCCESSFUL BIDDER for a period of

In pursuance of Request For Proposal no **ACAB/HO/IT/ATM/2024/325, dated: 12th July 2024**, as modified, (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said SUCCESSFUL BIDDER of the Terms and conditions contained in the said Agreement, on production of..... a Bank Guarantee for Rs.(Rupees.....Only).

We,.....[indicate the name of the bank ISSUING THE BANK GUARANTEE] (hereinafter referred to as "the Bank") at the request of.....[SUCCESSFUL BIDDER] do hereby undertake to pay to ACAB an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by ACAB by reason of any breach by the said SUCCESSFUL BIDDER of any of the terms or conditions contained in the said Agreement.

2. We [indicate the name of the bank ISSUING THE BANK GUARANTEE] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from ACAB stating that the amount claimed is due by way of loss or damage caused to or breach by the said SUCCESSFUL BIDDER of any of the terms or conditions contained in the said Agreement or by reason of the SUCCESSFUL BIDDER'S failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We undertake to pay to ACAB any money so demanded notwithstanding any dispute or disputes raised by the SUCCESSFUL BIDDER in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment as made by us under this bond shall be a valid discharge of our liability for payment there under and the SUCCESSFUL BIDDER for payment thereunder and the SUCCESSFUL BIDDER shall have no claim against us for making such payment.

4. We,[indicate the name of the Bank ISSUING THE GUARANTEE] 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 BANK under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till ACAB certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said SUCCESSFUL BIDDER and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before (Expiry of claim period), we shall be discharged from all liabilities under this guarantee thereafter.

5. We [indicate the name of Bank ISSUING THE GUARANTEE] further agree with ACAB that ACAB shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said SUCCESSFUL BIDDER from time or to postpone for any time, or from time to time any of the powers exercisable by ACAB against the said SUCCESSFUL BIDDER and to forebear or enforce any of the terms and conditions relating to the said

agreement and we shall not be relieved from our liability by reason of any variation, or extension being granted to the said SUCCESSFUL BIDDER or for any forbearance, act or omission on the part of ACAB of any indulgence by ACAB to the said SUCCESSFUL BIDDER or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the SUCCESSFUL BIDDER.

7. We, [indicate the name of Bank ISSUING THE GUARANTEE] lastly undertake not to revoke this guarantee during its currency except with the previous consent of ACAB in writing.

Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall not exceed Rs.....
(Rupees.....) Only.
- b) This Bank Guarantee shall be valid upto.....and
- c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before
(date of expiry of Guarantee including claim period).

Dated the.....day of.....for.....[indicate the name of Bank]

Yours' faithfully,

For and on behalf
of

_____ Bank

Authorized Official

50.ANEXURE-XIV: LIST OF BRANCHES OF THEBANK**Ref.RFPNo.ACAB/HO/IT/ATM/2024/325,dated:12th July 2024**

SINo	Location
1	The Assam Co-Operative Apex Bank Ltd. Abhayapuri Branch, Abhayapuri,M.G. Road,Infront of Shiv Mandir,Near PHE,P.O. Abhayapuri, Dist. Bongaigaon, Pin No.- 783 384
2	The Assam Co-Operative Apex Bank Ltd. Badarpur Branch, Badarpur,Near ASTC Complex,P.O. Badarpur,Dist.Karimganj, Pin No.-788 806
3	The Assam Co-Operative Apex Bank Ltd. Bamunimaidan Branch, Bamunimaidan,SEBA Complex,P.O. Bamunimaidan ,Dist. Kamrup, Pin No.- 781 021
4	The Assam Co-Operative Apex Bank Ltd. Barpeta Branch, Barpeta Road, Barpeta, Pin No.- 781 315
5	The Assam Co-Operative Apex Bank Ltd. Barpeta Road Branch, Barpeta Road,Near Bus Stand,P.O. Barpeta Road, Dist. Barpeta, Pin No.- 781 315
6	The Assam Co-Operative Apex Bank Ltd. Bijohnagar Branch, Bijohnagar,Infront of SBI,Main Road,P.O. Bijohnagar,Dist. Kamrup, Pin No.-781 122
7	The Assam Co-Operative Apex Bank Ltd. Boko Branch, Boko,Samabai Bhawan,P.O. Boko, Dist. Kamrup, Pin No.- 781 123
8	The Assam Co-Operative Apex Bank Ltd. Bokajan Branch, Bokajan,Railway Station Road,Near SBI Bank,P.O. Bokajan,Dist. Karbi-iAnglong, Pin No.-782480
9	The Assam Co-Operative Apex Bank Ltd. Bongaigaon Branch, Bongaigaon,Near DC Office,Mayapuri Borpara Road,P.O. Bongaigaon, Dist. Bongaigaon, Pin No.-783380
10	The Assam Co-Operative Apex Bank Ltd. Bilasipara Branch, Bilasipara,Near Bus Stand,P.O. Bilasipara, Dist. Dhubri, Pin No.- 783 348
11	The Assam Co-Operative Apex Bank Ltd. Bihpuria Branch, Bihpuria,Near Bazar Road,P.O. Bihpuria, Dist. Lakhimpur, Pin No.-784 161
12	The Assam Co-Operative Apex Bank Ltd. Biswanath Chariali Branch, Biswanath Chariali,P.O. Biswanath Chariali, Dist.Biswanath Chariali,Pin No.-784 176
13	The Assam Co-Operative Apex Bank Ltd. Dispur Branch, Dispur,Opp. of Gopal Bodo High School,P.O. Dispur, Dist. Kamrup, Pin No.-781 005
14	The Assam Co-Operative Apex Bank Ltd. Dhing Branch, Nagar Dhing Bhuragaon Road,Near Mausam Hotel, P.O. DhingDist. Nagaon,Pin No.-782123
15	The Assam Co-Operative Apex Bank Ltd. Diphu Branch, Diphu,M.G. Road,Near SBI Bazar Branch,Lothika Cinema Hall,P.O.DiphuDist. Karbi AnglongPin No.-782460
16	The Assam Co-Operative Apex Bank Ltd. Dhubri Branch, Dhubri,Near Hari Shabha Mandir,P.O. Dhubri,Dist.Dhubri,Pin No.-783301
17	The Assam Co-Operative Apex Bank Ltd. Dudhnoi Branch, Dudhnoi,Near ASTC Bus Stand,PWD Colony,P.O. Dudhnoi,Dist. Goalpara,Pin No.- 783124
18	The Assam Co-Operative Apex Bank Ltd. Dhemaji Branch, Dhemaji,Station Road,Near SBI,Narah Bhawan,P.O. Dhemaji,Dist.Dhemaji,Pin No.-787 057
19	The Assam Co-Operative Apex Bank Ltd. Dergaon Branch, Dergaon,Near SBI Bank,AT Road,P.O. Dergaon , Dist. Golaghat,Pin No.- 785 614

20	The Assam Co-Operative Apex Bank Ltd. Duliajan Branch, Duliajan,16 no. Tiniali,Near Assam Gas Company,P.O. Duliajan,Dist. Dibrugarh,Pin No.-786 602
21	The Assam Co-Operative Apex Bank Ltd. Dhekiajuli Branch, Dhekiajuli,Infront of Dhekiajuli Police Station,P.O.Dhekiajuli,Dist. Dhekiajuli,Pin No.- 787 057
22	The Assam Co-Operative Apex Bank Ltd. Dhakuakhana Branch, Dhakuakhana,Near SBI Bank,P.O. Dhakuakhana, Dist. Lakhimpur,Pin No.-787 055
23	The Assam Co-Operative Apex Bank Ltd. Doomdooma Branch, Doomdooma,Ucha Matti,Near Arora Cinema Hall,P.O. Doomdooma,Dist. Tinsukia,Pin No.- 786 151
24	The Assam Co-Operative Apex Bank Ltd. Dibrugarh Branch, Thana Chariali, Kartikpara. Dibrugarh,P.O. Dibrugarh ,Dist. Dibrugarh ,Pin No.- 786 001
25	The Assam Co-Operative Apex Bank Ltd. Fancy Bazar Branch, Fancy Bazar,Machkhowa Bus stand,Tarun Ram Phukan Road, Near SBI ATM,P.O. Fancy Bazar,Dist. Kamrup ,Pin No.- 781 009
26	The Assam Co-Operative Apex Bank Ltd. Goalpara Branch, Goalpara Bus stand,,Near Canara Bank,P.O. Goalpara,Dist. Goalpara,Pin No.-783101
27	The Assam Co-Operative Apex Bank Ltd. Gohpur Branch, Gohpur,Near Grahmin Bikas Bank,P.O. Gohpur,Dist. Biswanath Chariali,Pin No.-784168
28	The Assam Co-Operative Apex Bank Ltd. Golaghat Branch, Golaghat,Near Session Court,Near Municipality Board,R.G.B Road,P.O. Golaghat,Dist. Golaghat,Pin No.- 785 621
29	The Assam Co-Operative Apex Bank Ltd. Gossaigaon Branch, Gossaigaon,Near SBI Bank,P.O. Gossaigaon,Dist. Kokrajhar,Pin No.-783360
30	The Assam Co-Operative Apex Bank Ltd. Hojai Branch, Hojai,Masjid Road,Near ASTC Bus stand,P.O. Hojai,Dist. Nagaon ,Pin No.-782435
31	The Assam Co-Operative Apex Bank Ltd. Haflong Branch, Haflong,Near Taxi Stand,P.O. Haflong,Dist. Dima Haso, Pin No.- 788 819
32	The Assam Co-Operative Apex Bank Ltd. Hailakandi Branch, Hailakandi,Municipailty Office Building,P.O. Hailakandi ,Dist.Hailakandi ,Pin No.-788 151
33	The Assam Co-Operative Apex Bank Ltd. Jonai Branch, Jonai,Jonai Bazar Gandhi Road,near Rankop Tiniali, Pin No: - 787060, Dist:-Dhemaji 7086076622
34	The Assam Co-Operative Apex Bank Ltd. Jagiroad Branch, Jagiroad,Near Canara Bank,Opp. of Cinema Hall,P.O. Jagiroad, Dist. Morigaon ,Pin No.- 782 410
35	The Assam Co-Operative Apex Bank Ltd. Jorhat Branch, Jorhat,Near SBI Bank,AT Road,P.O. Jorhat, Dist.Jorhat,Pin No.- 785 001
36	The Assam Co-Operative Apex Bank Ltd. Jamugurighat Branch, Jamugurihat,Near Civil Hospital,P.O. Jamugurihat,Dist. Sonitpur,Pin No.-784 180
37	The Assam Co-Operative Apex Bank Ltd. Kokrajhar Branch, Kokrajhar,Near Police Station,P.O. Kokrajhar,Dist. Kokrajhar,Pin No.-783370
38	The Assam Co-Operative Apex Bank Ltd. Karimganj Branch, Karimganj,OLD Station Road,Opp. Shuva Sadan Community Hall,P.O. Karimganj,Dist. Karimganj,Pin No.- 788710
39	The Assam Co-Operative Apex Bank Ltd. Lala Branch, Lala,Chaurangi,Near Railway Crossing,P.O. Lala,Dist. Hailakandi,Pin No.-788163
40	The Assam Co-Operative Apex Bank Ltd. Lakhipur Branch, Lakhipur,Opp. of HDFC Bank,Masjid Road,P.O. Lakhipur, Dist.Goalpara,Pin No.-783129

41	The Assam Co-Operative Apex Bank Ltd. Moran Branch, Moran,A.T. Road,Balbir Singh Complex,Near SBI Bazar Branch,P.O. Moranhat, Dist. Dibrugarh,Pin No.- 785 670
42	The Assam Co-Operative Apex Bank Ltd. Morigaon Branch, Morigaon,Infront of Zila Parishad,P.O. Morigaon,Dist.Morigaon ,Pin No.- 782105
43	The Assam Co-Operative Apex Bank Ltd. Mangaldoi Branch, Mangaldoi,Near UCO Bank,BATA Shop,P.O.Mangaldoi ,Dist. Darrang, Pin No.- 784 125
44	The Assam Co-Operative Apex Bank Ltd. Nagaon Branch, Nagaon,Near DC office ,P.O. Nagaon,Dist. Nagaon, Pin No.-782 001
45	The Assam Co-Operative Apex Bank Ltd. Nalbari Branch, Nalbari,Near BSNL office,P.O. Nalbari,Dist. Nalbari,Pin No.- 781 335
46	The Assam Co-Operative Apex Bank Ltd. Noonmati Branch, Noonmati ,Near Anuradha Cinema hall,P.O. Noonmati, Dist. Kamrup ,Pin No.- 781 021
47	The Assam Co-Operative Apex Bank Ltd. Naharkatia Branch, Naharkatia,Main Road,Near Higher Secondary School,P.O. Naharkatia,Dist. Dibrugarh,Pin No.- 786 610
48	The Assam Co-Operative Apex Bank Ltd. North Lakhimpur Branch, North-Lakhimpur,N.T. Road,Near D.C Office,P.O. North-Lakhimpur, Dist.Lakhimpur,Pin No.787 001
49	The Assam Co-Operative Apex Bank Ltd. Pathsala Branch, Pathsala,Infront of SBI Bank,P.O. Pathsala ,Dist.Barpeta,Pin No.- 781 325
50	The Assam Co-Operative Apex Bank Ltd. Panbazar/Guwahati Branch, PanBazar,Near BSNL office, Guwahati P.O. Guwahati,Dist. Kamrup, Pin No.-781 001
51	The Assam Co-Operative Apex Bank Ltd. Rangia Branch, Rangia,Murara Chowk,Near Samabhai ,Civil SDO Road,P.O. Rangia.Dist. Kamrup.Pin No.- 781 354
52	The Assam Co-Operative Apex Bank Ltd. Rangapara Branch, Rangapara,M.G. Road,Near UBI Bank,P.O. Rangapara ,Dist. Sonitpur,Pin No.- 784 505
53	The Assam Co-Operative Apex Bank Ltd. R.K. Nagar Branch, R.K. Nagar,Near UBI Bank,P.O. R.K. Nagar,Dist. Karimganj,Pin No.- 788 166
54	The Assam Co-Operative Apex Bank Ltd. Sadiya Branch, Sadiya,Chapakhowa Main Road,School Chariali,Opp. Sadiya H.S School,P.O. Chapakhowa,Dist. Tinsukia,Pin No.- 786 157 7086076597
55	The Assam Co-Operative Apex Bank Ltd. Sootea Branch, Sootea ,OLD Centre,P.O. Sootea, Dist. Sonitpur,Pin No.- 784175
56	The Assam Co-Operative Apex Bank Ltd. Silghat Branch, Silghat,Near Railway station,Infront of Inspection Banglow,P.O. Silghat,Dist. Nagaon,Pin No.- 782 143
57	The Assam Co-Operative Apex Bank Ltd. Silchar Branch, Silchar,Shillong Patty,Near DIG Office,P.O. Silchar,Dist.Cachar,Pin No.- 788 001
58	The Assam Co-Operative Apex Bank Ltd. Silpukhuri Branch, Silpukhuri,Guwahati Club,Near T.C. Girls High School, P.O. Silpukhuri,Dist: Kamrup,Pin No.-781 003
59	The Assam Co-Operative Apex Bank Ltd. Sivsagar Branch, Sibsagar,Beside Shiva Dol, Temple Road,P.O. Sibsagar,Dist.Sibsagar,Pin No.- 785 640
60	The Assam Co-Operative Apex Bank Ltd. Sualkuchi Branch, Sualkuchi,No.1 Bapuji Path,Bazar Chowk,Opp. Central Bank of India,P.O. Sualkuchi, Dist.Kamrup, Pin No.- 781 103

61	The Assam Co-Operative Apex Bank Ltd. Sarupathar Branch, Sarupathar,Lahkar Complex,Uriamghat Road,Ward no-2,Dist. Golaghat,Pin No.-785 601
62	The Assam Co-Operative Apex Bank Ltd. Tihu Branch, Tihu,Infront of SBI,P.O. Tihu,Dist. Nalbari,Pin No.- 781 371
63	The Assam Co-Operative Apex Bank Ltd. Teok Branch, Teok,Near P0st Office,AT Road,P.O. Teok, Dist.Jorhat,Pin No.-785112
64	The Assam Co-Operative Apex Bank Ltd. Tangla Branch, Tangla,M.B. Road,Opp. of SBI Bank,P.O.Tangla,Dist. Udalguri,Pin No.-784 521
65	The Assam Co-Operative Apex Bank Ltd. Tezpur Branch, Tezpur,Near DTO Office,P.O. Tezpur, Dist. Sonitpur,Pin No.- 784001
66	The Assam Co-Operative Apex Bank Ltd. Tinsukia Branch, Tinsukia,Bhowal Complex,R.G.Road,Near Womens College,P.O.Tinsukia,Dist.Tinsukia,Pin No.-786 125
67	The Assam Co-Operative Apex Bank Ltd. Udalguri Branch, Udalguri Police station,Near LIC Office,Mono Moroli Complex,P.O. Udalguri Dist. Udalguri, Pin No.-784 509

51.ANEXURE-XV: CHECKLIST(COVER-1)**Ref.RFPNo. ACAB/HO/IT/ATM/2024/325,dated:12th July 2024**

Sl. No.	Document	Submitted (yes/No)?
a)	Sealed and signed Tender Form Annexure-I	
b)	Crossed Demand Draft/Banker's Cheque for Tender Fees as per clause 8.	
c)	Crossed Demand Draft/Banker's Cheque/ UTR/fund transfer details for Earnest Money Deposit as per clause 9.	
d)	Purchase Order letter issued by organization (Scheduled Banks / Commercial Banks / Regional Rural Banks / Cooperative Banks) during the last three (3) years evidencing the experience in Supply, Installation and Maintenance of the ATM Cash Dispenser. Such documents should be in the name of the Bidder only.	
e)	Self-attested copy of audited Trading and Profit & Loss A/c and Balance Sheet for the Financial Years 2021-2022 & 2022-2023 along with the Turn over Certificate issued by the Statutory Auditor/Chartered Accountant as per <u>Annexure-II</u> . For the FY 2023-24 audited/provisional Trading and Profit & Loss A/c and Balance Sheet Turn over Certificate.	
f)	In case of authorized dealer/ representative, Bidder has to submit a Manufacturer Authorization Form from OEM as per <u>Annexure-III</u> . However, in case the Bidder is OEM, an Undertaking is to be submitted for being the OEM as per <u>Annexure-IV</u> .	
g)	The Bidder must submit a notarized affidavit on non-judicial stamp paper of Rs.50/- (Rupees fifty) declaring that the bidder was not blacklisted during the last Five (5) years as on the date of submission of bid by State/Central Government, Government organizations, Government undertakings, Public Sector enterprises, Scheduled Banks/ Commercial Banks / Regional Rural Banks / Cooperative Banks, etc.	
h)	Self-attested copy of GST registration certificate.	
i)	Self-declaration on Bidder's company letterhead stating the details of the support centers along with name & contact details of the representatives	
j)	Self-attested copy of PAN Card.	
k)	Undertaking for MSME Benefits - Annexure XVIII	
l)	Technical specifications-Annexure V.	
m)	Undertaking of Authenticity-Annexure VI.	
n)	Letter of Acceptance-Annexure VII	

o)	Application integrity statement-Annexure VIII.	
q)	EMVcertificates:L1&L2	
r)	Sealed and signed product Catalogue/Brochures containing detailed description of essential technical and performance characteristics of offered equipment;	

Date:

Signature and Seal of Bidder

52.ANNEXURE-XVI: CERTIFICATE OF ACCEPTANCE

Certificate of Acceptance for Supply & Installation of ATMs

Ref. RFP No. ACAB/HO/IT/ATM/2024/325, dated: 12th July

2024

Purchase Order No _____ & Date

ATMID: _____ Address: _____ Connected Branch: _____
_____. Date of Commissioning/installation: _____. This is to certify that the supply and installation of ATM for THE ASSAM CO-OPERATIVE APEX BANK LTD., _____ BRANCH, against above said work order has been completed successfully.

The period of comprehensive warranty for three (3) years for the aforesaid ATM is w.e.f. _____ (Date of Commissioning / installation) to _____

Note: Branch should check ATM is in good condition (i.e. new and not damaged during transit) and is working fine

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

Bidder

Seal& Signature

Date

Branch Manager

Seal& Signature

Date

53.ANNEXURE-XVII: OPTIONAL ITEMS

Ref.RFPNo. ACAB/HO/IT/ATM/2024/325,dated:12th July 2024

OPTIONAL ITEMS

(Please quote rate Inclusive of all taxes)

SI no	Description	Rate/Unit(Rs.)
1	Currency Cassette-Secure with lock & key	
2	Dispenser Unit	
3	Touch Screen Monitor	
4	PCCoremother board	
5	ATMPSU(SMPS)	
6	Divert/Reject Cassette	
7	Receipt Printer	
8	Receipt Printer Head	
9	Journal Printer	
10	Journal Printer Head	
11	Presenter Unit	
12	Hard Disk1Tb	
13	8GB or above RAM	
14	Mother Board with processor	
15	DualPickModulewith2CurrencyCassettes	
16	Mechanical Lock	
17	Vault breaking charges	
18	Inbuilt Camera	
19	Digital Lock unit	
20	Encrypted Pin Pad (EPP)	
21	Biometric Kit for ATMs	
22	Cost of Alarm Panel	
23	Printer Head-Receipt Printer	
24	Printer Head-Journal Printer	
25	DVD Writer	
26	S & G Lock	
27	Operator Panel	
28	Card reader	
29	500GB SSD	
30	Vault Lock Battery	
31	Stacker Module	
32	Fascia	

Note : The cost should valid for entire project tenure.

Date:

SignatureandSealofBidder

54.ANNEXURE-XVIII: UNDERTAKING FOR MSME BENEFITSRef.RFPNo. ACAB/HO/IT/ATM/2024/325, dated:12th July 2024

Ref.RFPNo. ACAB/HO/IT/ATM/2024/325,dated: 12th July 2024

(To be submitted on the letter head of the bidder)

To,
The Deputy General Manager,
IT Department,
The Assam Cooperative Apex Bank Ltd.,
Panbazar, Guwahati-781001.

SUB: MSME Benefits for RFP Ref. No. - RFP No. ACAB/HO/IT/ATM/2024/325, dated 12th July 2024

Dear Sir,

This has reference to our bid submitted in response to your Request for Proposal (RFP) Ref. No. ACAB/HO/IT/ATM/2024/325, dated 12th July 2024 floated for supply, installation and maintenance of ATM Cash Dispenser.

We have carefully gone through the contents of the above referred RFP and hereby undertake and confirm that, as per the Govt. of India guidelines, we are eligible to avail the following MSME benefits in response to your RFP floated, as referred above.

a) Exception to MSEs from payment of EMD/Bid Security

In case, at any later stage, it is found or established that, the above undertaking is not true then Bank may take any suitable actions against us viz. Legal action, Cancellation of Notification of Award/contract (if issued any), Blacklisting & debarment from future tender/s etc.

Yours Sincerely

Place:

Dated: this day of 2024.

.....
(Signature)(In the Capacity of)
Duly authorized to sign bid for and on behalf of

Encl:: MSME Certificate