



ODISHA GRAMYA BANK
Information Technology Department
Head Office, Gandamunda, P.O. Khandagiri, Bhubaneswar - 751030

RFP Ref No. OGB/RFP/ITD/ATM/009/2022-23 dated 27th July 2022

Request for proposal (RFP) for Supply, Installation and AMC of ATM CDs (Cash Dispensers) as a replacement of existing ATMs

To
All the eligible service providers

Odisha Gramya Bank invites tenders from well reputed vendors for supply, installation, CBS & Switch integration and maintenance (AMC) of ATM CDs (Cash Dispensers) as a replacement of existing machines based on the requirements, specifications, terms and conditions laid down in this Request for Proposal document.

Disclaimer

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

This RFP document is not an agreement and is not an offer or invitation by OGB to any parties other than the applicants who are qualified to submit the Bids ("Bidders"). The purpose of this RFP document is to provide Bidder with information to assist the formulation of their Proposals. This RFP document does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice. OGB makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP document. OGB may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

Note: Bids will be opened in the presence of the representatives who are authorized by the bidders to attend the bid opening meeting.

Confidentiality:

This document is meant for the specific use by the Company / persons interested to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. Odisha Gramya Bank expects the vendors or any person acting on behalf of the vendors strictly adhere to the instructions given in the document and maintain confidentiality of information. The vendors will be held responsible for any misuse of information contained in the document, and liable to be prosecuted by the Bank In the event that such a circumstance is brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.



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Checklist

The following items must be checked before the Bid is submitted:

1. ₹ 11,800/- (**Rupees Eleven Thousand Eight Hundred only**) including GST towards cost of Bid document in form of Demand Draft issued by any commercial bank in India. The scanned copy of the Demand Draft to be uploaded in e-Procurement portal and the original DD must reach at Head Office of OGB on or before last date of submission of bid along with other documents.
2. Earnest Money Deposit (EMD) in form of Bank Guarantee (BG) amounting to ₹ 2,00,000/- (**Rupee Two Lakhs only**). The scanned copy of Bank Guarantee to be uploaded in e-Procurement portal and the hard copy of the BG must reach at Head Office of OGB before last date of submission of bid.
3. Class 3 Digital Signature Certificate (DSC) with signing and encryption facility, of person having power of attorney for submission of bid. Scanned copy of Power of Attorney of Bidder to be uploaded in e-Procurement portal and the hard copy of the Power of Attorney of Bidder must reach at Head Office of OGB before last date of submission of bid.
4. Integrity Pact duly signed on stamp paper of ₹ 100/- (**Rupees One hundred only**). Scanned copy of the integrity pact must be uploaded in e-Procurement portal and physical copy of integrity pact must be delivered at Head Office of Odisha Gramya Bank on or before last date of bid submission.
5. Eligibility Criteria, Technical and Commercial Bids should be prepared in accordance with the RFP document and should be uploaded to e-Procurement portal.
6. All the pages of Eligibility Criteria Response, Technical Bid and Commercial Bid are duly sealed and signed by the authorized signatory and uploaded to e-Procurement portal of Bank using DSC.
7. Prices should be quoted in Indian Rupees (₹).
8. All relevant certifications, audit reports, etc. are enclosed to support claims made in the Bid in relevant fields.

All the pages of documents submitted as part of Bid are duly sealed and signed by the authorized signatory.



Abbreviations and Acronyms

The following abbreviations and acronyms defined in this RFP are as under.

1	BG	Bank Guarantee
2	DC	Data Centre
3	ATM	Automated Tailor Machine
4	EMD	Earnest Money Deposit
5	IPR	Intellectual Property Rights
6	LAN	Local Area Network
7	OGB	Odisha Gramya Bank
8	OEM	Original Equipment Manufacturer
9	RFP	Request for Proposal
10	PBG	Performance Bank Guarantee
11	SLA	Service Level Agreement
12	DRC	Disaster Recovery Center
13	CD	Cash Dispenser (In this RFP, ATM & CD has been used interchangeably.)
14	CRM	Cash Recycler Machine
15	DB	Distribution Board (Electrical)



Section 1 - Bid Schedule and Address

S. No	Description of Information/ Requirement	Information / Requirement
1.	Tender Reference Number	OGB/RFP/ITD/ATM/009/2022-23
2.	Date of Issue of RFP	27 th July 2022
3.	Last date for receipt of queries, if any.	3 rd August 2022, on or before 17:00 hours
4.	Pre Bid Meeting	6 th August 2022, 15:00 hours
5.	Bid Submission Mode.	Through e-procurement portal: https://odishabank.abcprocure.com/EPROC/
6.	Last Date and Time for submission of bids along with supporting documents through the above	22 nd August 2022 on or before 14:00 hours
7.	Last date, time and place for submission of Original Bid Cost (DD), Bank Guarantee towards EMD, Integrity Pact and Power of Attorney.	22 nd August 2022 on or before 14:00 hours at the Bank's Information Technology Department, Head Office, Bhubaneswar. (Should be submitted to the contact officials in person).
8.	Date, time and venue for opening the technical bid.	22 nd August 2022 at 16:00 hours at the Bank's Information Technology Department, Bhubaneswar.
9.	Date, time and venue for opening the commercial bid	Will be intimated to technically short-listed bidders.
10.	Name of contact officials for submission of documents as stated in serial No.7 and for any enquiries.	B. K. Patra – General Manager S. S. Acharya – Sr. Manager IT J. K. Sahoo – Manager IT
11.	Address for Communication / Submission of Bids	The General Manager, Information Technology Dept., Odisha Gramya Bank, Head Office, AT- Gandamunda, P.O. – Khandagiri, Bhubaneswar – 751030.
12.	Contact officials for any clarification.	Mr. B. K. Patra – General Manager - 8169452301 Mr. S. S. Acharya – Sr. Manager IT - 9437285358 Mr. J. K. Sahoo – Manager IT - 9090735223
13.	Contact e-mail ID	email@odishabank.in , itd@odishabank.in , atm@odishabank.in
14.	Contact details of Independent External Monitor	Name: Vinayaka Rao Turaga email: tvrao56@gmail.com

Note:

- Bids will be opened in the presence of the Bidders' representatives who choose to attend.
- If last day of submission of bids is declared a holiday under NI Act by the Government or any restriction imposed by Government due to COVID-19 pandemic, subsequent to issuance of RFP the next working day will be deemed to be the last day for submission of the RFP. The Bid/s which is/are deposited after the said date and time shall not be considered.
- Bids sent through post/courier or by hand will not be accepted/ evaluated. Bids should be submitted in the e-procurement portal of Odisha Gramya Bank. Original copy of Bid Cost DD, EMD Bank Guarantee, Power of Attorney and Integrity Pact must reach to Head Office of Odisha Gramya Bank (OGB) on or before last date and time of submission of Bids. **Any delay due to postal and or courier will not be considered towards relaxation in submission of physical copies of required documents.**



Section 2 - Introduction

2.1 About OGB:

Odisha Gramya Bank has been formed on 7th January 2013 with the amalgamation of Neelachal Gramya Bank, Kalinga Gramya Bank and Baitarani Gramya Bank as per Government of India, Department of Financial Services, Ministry of Finance, and Notification No. F.1 / 1 / 2012-RRB dated 07/01/2013 issued under sub-section (1) of Section 23A of Regional Rural Banks Act 1976 (21 of 1976).

Odisha Gramya Bank (OGB) with Head Office at Bhubaneswar is operating in 13 Districts of Odisha with 549 Branches, 1 Central Clearing Office (CCO) & 09 Regional Offices and Head Office.

2.2 Objective of this RFP:

Odisha Gramya Bank (hereinafter referred to as “Bank” or “OGB”) currently have 75 numbers of ATM CD machines of M/s Diebold make D429 Model at various branches, which is required to be replaced. Therefore, the Bank invites Request for Proposal (hereinafter referred to as “RFP” or “Tender”) comprising of Technical bid and Commercial bid from experienced bidders having proven capabilities of supply, installation and maintenance of ATM/CRM/CDM, for Selection of Service Provider (hereinafter referred to as “Vendor” or “Bidder”) to have RATE CONTRACT for Support, installation and maintenance ATM CD (Cash Dispenser) under buyback replacement of existing 75 ATM CD machine units.

The Bidder appointed under the RFP document shall own the single point responsibility for fulfilling all obligations and providing all deliverables and services required for successful implementation of the project. The vendor will be engaged for a period of **5 years** for supply, installation and maintenance of ATM CD and Management Solution for OGB as a replacement of these ATM CDs of Diebold under buyback.

Bidders with unsatisfactory past record at any PSB/PSU need not apply.

Please note:

1. Any bidder from a country which shares a land border with India will be eligible to bid in this tender, only if, the bidder is registered with the Competent Authority.
2. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
3. “Bidder from a country which shares a land border with India” for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
4. The *beneficial owner* for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation—
 - i. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;



- ii. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
5. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
6. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

2.3 Overview of existing infrastructure

2.3.1 Data Centers:

The Data Centre (DC) is at Siruseri Chennai and Disaster Recovery Centre (DRC) is at Madhapur, Hyderabad. Bank has co-located rack space at both the Data Centers.

2.3.2 Branches and Offices:

Bank is having 549 branches, 9 Regional Offices, 1 Central Clearing House distributed across 13 districts of Odisha. The Head Office is located at Bhubaneswar.

2.3.3 ATM Infrastructure

Bank is having 134 ATMs out of which 75 are of M/s Diebold make D429 Model installed in last 5 years. In this RFP, ***ATM refers to only those 75 Diebold make ATM, which Bank intends to replace.*** The ATM are located all over the command area of Bank.

2.3.4 Connectivity

All 75 ATMs are connected either through 4G solutions or through VSAT link with a pooled bandwidth of 256 Kbps. It requires full compression for network optimization and lowest possible bandwidth requirement for proper user experience.

2.4 Cost of the RFP

The Bidder shall bear all costs associated with the preparation and submission of its bid and OGB will, in no case, be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

2.5 Due Diligence

The Bidders are expected to examine all instructions, terms and specifications stated in this RFP. The Bid shall be deemed to have been submitted after careful study and examination of this RFP document. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP document. Failure to furnish all information or submission of a bid not responsive to this RFP will be at the Bidders' risk and may result in rejection of the bid. Also the decision of OGB on rejection of bid shall be final and binding on the bidder and grounds of rejection of Bid should not be questioned after the final declaration of the successful Bidder.



The Bidder is requested to carefully examine the RFP documents and the terms and conditions specified therein, and if there appears to be any ambiguity, contradictions, inconsistency, gap and/or discrepancy in the RFP document, Bidder should seek necessary clarifications by e-mail as mentioned in Section-1. Any query received after the last date for submission of pre-bid queries as given in Section-1 will not be considered.

2.6 Ownership of this RFP

The content of this RFP is a copy right material of Odisha Gramya Bank. No part or material of this RFP document should be published in paper or electronic or social media without prior written permission from OGB.



Section 3 – Scope of Work

The Bank reserves the right to enhance, modify, improve, and amend etc., the scope of work in order to give effect to / achieve the purpose of this RFP.

Broad overview of services will be as follows. However, the detailed services will be finalized in the SOW after consultation with the successful bidder.

1. Broad Scope of Work:

Bank intends to engage a vendor for supply, installation and maintenance of 75 nos. of EMV certified / Chip card enabled ATM CD (Cash Dispenser) by reselling its 75 existing ATM CDs (Diebold Make D429 Model) for 5 years contract period, out of which 3 years should be comprehensive onsite warranty and 2 years should be onsite comprehensive AMC.

Here in, “comprehensive” includes following items:

1. Journal paper
2. Customer slip paper
3. Batteries in digital lock of vault

The broad scope of work are as under:

1. The Bidder shall replace existing 75 numbers of ATM CDs (Diebold make) installed at various sites of Bank with ATM CD of proposed make.
2. The bidder shall take the old ATM CD of Diebold make under buy back after handing over the hard disks of the ATM CD to the Bank.
3. Delivery, insurance of deliverables till ATM site, installation in all respect as per Bank's requirements, EMV compliance, Green pin, card security, card management (limit, feature enable/disable etc.), testing and certification with FIS switch and NPCI shall be under scope of bidder.
4. The new ATM CDs must compliant to all technical specifications mentioned in Annexure - S or higher.
5. ATM TIS, Electrical Distribution Board, AC, UPS, Network connectivity and External DVR will be under scope of Bank.
6. The bidder must provide a **ATM Management Solution** to facilitate Bank to monitor, get data reports and do basic configurations like setting up notification report, changing display screens etc. as per requirements mentioned in Annexure - T. Bank reserves the right to extend the ATM Management Solution for its other Hyosung make ATM CDs with mutually agreed terms and commercials.
7. The bidder is required to coordinate with respective Branch/RO before site visit in a manner without disturbing branch business.
8. At the time of removing existing ATM CDs, technicians should evaluate all necessary requirements and share the report duly signed by competent authority / branch manager to Head Office, so that the prerequisites can be arranged before delivery of new ATM CDs for immediate installation.
9. The replacement of ATM CDs (removal of old machine and installation of new machine) must be done without damaging any of peripheral TIS facility.
10. The Bidder shall make arrangement for delivery, unpacking, inspection etc. with no additional cost to the bank. The deliverables should be insured to avoid any loss in transit.
11. The Successful Bidder shall provide such packing of the ATMS/ CRMs as is required to prevent their damage or deterioration during the transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to



- extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
12. The bidder is responsible for supply and delivery, transportation, transit insurance, storage and installation, insurance up to acceptance by the bank, installation and commissioning of CDs at sites including integration, acceptance testing, documentation, warranty, annual maintenance.
 13. Any delay in installation of CDs and other equipment for whatsoever reasons should not entail in expiry of insurance and the same should be continued to be extended up to the date of installation and acceptance of the CDs and other equipment by the Bank.
 14. The Goods supplied under the contract shall be fully insured any loss or damage incidental due to transportation, storage and erection. The transit insurance shall be for an amount equal to 110% of the invoice value of the Goods from "Warehouse to Destination" on All Risk basis including "War Risks & Strikes". The supplier should also insure the goods for the invoice value under Storage Cum Erection Policy till three months from the date of delivery. Any damage happen to the system due to non-availability of Storage Cum Erection Policy, the supplier has to bear the losses. Bidder has to submit a copy of the insurance policy so that the Bank may get a new insurance cover after stipulated period.
 15. The bidder shall be responsible for installation and commissioning of CDs and other equipment including cabling and other related activities such as unpacking, uncarting, inspection etc.
 16. During the installation the bidder shall check physical availability of items as per the packing list. If any of the items are not delivered/not as per the specification/ are damaged etc., the bidder or their engineer/s at the site shall take immediate steps and ensure all the items are delivered so that the installation is not hampered.
 17. The Bidder shall have to arrange for all testing equipment and tools required for installation, maintenance and also arrange the vehicle for transport at no additional cost to the Bank.
 18. All the cabling done for the CDs shall be neat and structured. The bidder shall document the cabling path along with the equipment. Copy of the cabling diagram should be made available to the branch.
 19. Power and telecommunications cabling carrying data or supporting CD services should be protected from interception or damage.
 20. CD vendor should follow stringent guidelines and best industry practices to protect the system from unauthorized access and wire tapping
 21. The bidder shall provide required technical assistance for connecting CDs to DR switch as and when the bank requires
 22. The bidder shall ensure that proper line condition exists before connecting CDs. The bidder shall coordinate with the respective vendor of Bank for configuring the ports for connecting CDs as per the IP addressing scheme of the bank.
 23. The bidder shall ascertain the network addressing from the bank and the free ports/interface points available at all locations before installation.
 24. The bidder shall ensure proper Grouting of CDs as a part of installation activity.
 25. In case damage of the property of Bank during CDs delivery and installation which is attributable to the bidder, bidder has to replace the damaged property at their cost.
 26. Bidder need to analyze the voltage sufficiency in the site for the hardware during preliminary site inspection and include in report submitted to bank recommending action required. Upon fulfilment of such requirement, the bidder should take care that ATM should not be down for any voltage fluctuation in the local area.
 27. Same precaution measure should also be taken in case of Electrical earthing. The bidder shall be responsible for any damage due to the issue with electrical earthing of the ATM site. Bidder has to ensure reporting of any improper earthing of each ATM site before 7 days of installation.
 28. The internal camera in the ATM CDs should be aligned properly to capture required footage.



29. The bidder must ensure the compatibility of hardware and software require to be integrated with ATM/NFS switch (M/s FIS Payment Solutions & Services India Pvt. Ltd.) and CBS of Bank.
30. Bank is in process of upgrading Finacle 7.0.18 to Finacle 10.2.25. All ATM CDs must be compatible with both and reintegrated as and when required without any additional cost to Bank.
31. The bidder shall ensure that the operating system is hardened to block the services which are not required.
32. The below must be ensured by the bidder during installation and subsequent maintenance activities:
 - a. Loading multilingual Screens/Bank Product screens/Screens for other value added services like mobile top up, utility bill payment etc. (Screens will be given by the bank)
 - b. Enabling electronic journal log and loading agent software for EJ pulling and content download.
 - c. Mechanism to store the EJ log in CD machine for at least 2 years. Bidder should ensure EJ pulling agent functioning with 99.5% uptime and should pull the log to central server provided by Bank within 30 mins on real time.
 - d. Configuring IP address in CDs as per network requirement of Bank as and when required without any additional cost.
 - e. The bidder need to ensure that there is near ZERO loss of electronic journal data in any case including network error, OS crash or Hard-drive crash. In case of any crash of OS/Hard drive, the bidder need to recover data at its own cost.
 - f. Data format of Electronic Journal (EJ) should be consistent for all records in accordance to Bank requirement and should be approved by Bank.
 - g. The bidder to deploy the display screens in CDs as and when the bank makes any modifications in CDs without any additional cost in the tenure of the contract including the AMC period. The display screens will be provided by the Bank.
 - h. A frontend portal access should be provided to Bank personnel to upload and configure such display screens, directly without further manual intervention.
33. The cash dispenser must be having separate lock system than that of front cash cabinet and should be openable from back side separately.
34. The bidder shall undertake shifting of CDs in case of the requirements as per mutually agreed terms.
35. The Bidder shall provide all compatible software and other utilities required for integration/ interface of the CDs with the existing alarms panel and digital video surveillance systems.
36. It should be the responsibility of the bidder to provide the patch cord of required length (up to 5 meters) and attend the LAN cable issues from I/O port to CDs under warranty and AMC period of the CDs without any additional cost or visit charges to the Bank. The damaged patch cord to be replaced without any additional cost to the Bank during the warranty and AMC period.
37. If any particular CD is becoming out of order for technical reasons for more than three times in a period of 4 weeks, the Bank may ask the bidder to replace the CD and bidder should replace the CD with another new CD (not refurbished/repaired) at no additional cost to the Bank.
38. The bidder has to update/supply/install necessary changes in CDs, if any, issued by Govt./RBI/NPCI for regulatory/statutory compliance at no extra cost to the Bank.
39. The privacy screen filter enables the view of the CD screen only to the customer standing in front of the CD. This is mandatory to implement for the CD.
40. The privacy keypad protector enables the view of the number keypad only to the customer standing in front of the CD. This is mandatory to implement for the CD.
41. There must be at least one inbuilt and another overhead camera capturing dispense of cash in CD machine, which should capture on real-time basis. Mechanism should be there to store video footage and still images with transaction details with time stamp for at least 1 year. CD shall be provided with enough memory space for the same.



42. Vault locks of the CD machines should require two separate passwords to get unlocked. The lock should have alert mechanism for informing about the requirement for replacement of vault lock battery before it gets exhausted. The battery should not be placed inside the vault and should be either of AA, AAA or of dimension "3.5 x 8.9 cm". Bank shouldn't face any obstacle in ATM operation due to breakdown of vault lock for any technical reason.
43. In the case of a Bidder offering to supply goods under contract, which the Bidder did not manufacture or otherwise produce, the Bidder should produce a certificate as per the format enclosed that they have been duly authorized by the manufacturer or producer to supply the goods and assuring full guarantee and warranty obligations. If proposals are submitted through the business partners or authorized distributors etc., a separate "LETTER OF AUTHORISATION TO BID" on behalf of the main Bidder/s should be enclosed along with the Technical Bid. Proposals received without the authorization letter/s will summarily be rejected.
44. All the ATM machines should have both screen touch and key input facility for transaction in working condition. User should be able to use any of the input method during a transaction.
45. All the ATM CDs should be physically challenged person friendly e.g. audio and braille for blind person etc. Any Physically challenged person should be able to operate ATM CDs smoothly.

2. PROJECT MANAGEMENT

- For smooth completion of the project the bidder should identify one representative at all the Regional office locations and Bhubaneswar as a single point of contact.
- The representatives nominated for the project should submit a weekly report to ITD, regarding the implementation of the project
- Project completion report shall contain details of site, equipment, cabling etc.
- Project Completion Document should be comprehensive to enable the bank to refer to any details at a future date in case of faults/errors or maintenance/upgradation.
- All Liaison work for the successful installation of CDs including for site preparation will have to be done by the bidder.

3. DOCUMENTATION

The bidder should provide all necessary document at each stage of procurement, installation, support and training.

- Report for No Damage, successful receipt of existing ATM CDs and preliminary site inspection duly signed by site engineer and branch manager.
- Delivery and Installation report accordingly.
- SOP for Cash refilling operation in accordance to RBI guideline for cassette swaping, manual EJ pull out, ATM Management Solution operation to update display screen or auto EJ download and basic end user level maintenance etc.
- One copy of the overview summary of the whole project, project completion report detailing site, equipment/rack layout, cabling diagram, earthing, network connectivity etc. to be submitted ITD, HO Bhubaneswar
- Two copies of acceptance test procedure document of all testing, installation, commissioning activities carried out including the final results to be submitted before the issue of acceptance certificate by the Bank, one to the CD location and one to the ITD.

All such documents supplied must be in English language.

4. TRAINING

- The Bidder shall provide the end user level training for a minimum of 2 and a maximum of 4 staffs identified by the Bank, at each ATM CD site, without any additional cost to the Bank.
- The scope of the training shall cover all aspects of the operating of the CD. The same shall also be incorporated in the training manual/document.
- The bidder shall complete the training immediately on installation of the CD.



5. SUPPORT

- A dedicated ticketing tool/ web portal should be made available to facilitate support to all type of issues, queries, change requests etc.
- Notification should be provided for all events through email and SMS. Bidder may utilize Email and SMS solution of Bank for delivery of notification.
- Escalation Matrix in accordance to SLA should be provided.

6. SUPPORT ENGINEER

Bidder should provide one on-site Technical Support Engineer under pay-roll of bidder to attend issues related to ATM CDs, monitoring tools and to coordinate with field engineers.

1. The engineer should be a graduate/Diploma in IT and should have minimum working experience of 2 years.
2. The engineer should have adequate knowledge and training for the make and model of ATM CDs proposed and should be fluent in computer operation.
3. Should have good communication skill, preferable in Odia.
4. The engineer should be engaged during the contract period for installation, takeover, first level troubleshooting and support.
5. The engineer shall be stationed at Bhubaneswar and should be physically present at Head Office of Bank during business hours.
6. The engineer should provide all support and ticket related activity with respective OEMs.

7. SPOC (Single Point of Contact)

Successful Bidder should engage an Account Manger as single point of contact (SPOC) for all sales and support related activity in addition to ATM Management Solution and Web portal for Complaint Management/ Ticketing tool. The SPOC should be resident within 1000 Kms from the Head Office of Odisha Gramya Bank. In case of escalation and as per requirement of Bank, the SPOC should be able to reach to Head Office of OGB for physical meetings.

8. Helpdesk and Incident Management

- a) Centralized Helpdesk with multiple communication lines as single point of contact for ATMS/ CRMs or any other related issues. Proactive problem resolutions round-the-clock and remote support to field operatives and Branches.
- b) The system should drive an automatic process (fault diagnosis, fault segregation, fault ticket generation, assigning owner to the ticket, and call to action, dispatches, progress monitoring, escalation and call closure) to record any type of fault without manual intervention.
- c) The Bidder should provide a dedicated help desk that function as the single point of contact for end-to-end resolution for ATMs automated on-line real-time fault detection & trouble ticketing.
- d) The Bidder should coordinate with ATMs vendor/OEM for all the activities under the scope of work of this RFP.
- e) The Bidder's Incident Management Services should also manage the coordination and follow up till resolution of incidents that require both single and multiple third parties.
- f) The Bidder shall provide ATMs Uptime/ downtime / SLA report within 24 hrs as desired by Bank as and when required.
- g) Any customization required for monitoring the performance of ATMs has to be done by the successful Bidder at his own cost.
- h) Detailed analysis report on performance, uptime and availability of ATMs to customers ATM wise /State wise/center wise etc. on monthly basis and/or as and when required.
- i) Monthly Reports on the Bidder's performance on call logging, call forwarding to the Third Party Vendor and escalations if required.
- j) The Bidder should provide monthly and daily detailed ATMs transaction report on ATMs performance.



k) Long pending issues and exceptional cases shall be reported in a separate format on daily basis and on weekly basis as the case may be.



Section 4 - Eligibility Criteria

4.1 Eligibility Criteria

The eligibility criteria to participate in bidding process are mentioned in Annexure V. Only those bidders, who satisfy all the eligibility criteria as mentioned herein Annexure V, may respond. Document in support of all eligibility criteria are required to be submitted along with the Technical Bid. Offers received from the bidders who do not fulfil any of the following eligibility criteria are liable to be rejected.

Bidder must comply with all above-mentioned criteria. Non-compliance of any of the criteria for the category bidder has selected, will entail rejection of the offer summarily. **Photocopies of relevant documents / certificates should be uploaded as proof in support of the claims made.** BANK reserves the right to verify /evaluate the claims made by the vendor independently. Any decision of BANK in this regard shall be final, conclusive and binding upon the bidder.

Any deliberate misrepresentation will entail rejection of the offer ab-initio.

NOTE:

1. Prime bidder / bidder must comply with all the above-mentioned criteria as specified above and more elaborately described in Annexures (Contents and format of Technical Bid). Non-compliance of any of the criteria can entail rejection of the offer
2. In case of business transfer where Bidder has acquired a Business from an entity ("Seller"), work experience credentials of the Seller in relation to the acquired Business may be considered.
3. In case of corporate acquisition, split of a company, certificate of incorporation, financial statements, credentials prior to such restructuring could be furnished
4. Branches mentioned are per Bank and not cumulative across Bank.
5. While submitting the bid, the Bidder is required to comply with inter alia the following CVC guidelines detailed in Circular No. 03/01/12 (No.12-02-6 CTE/SPI (I) 2 / 161730 dated 13.01.2012): 'Commission has decided that in all cases of procurement, the following guidelines may be followed:
 - a. In a RFP, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same RFP. The reference of 'item/product' in the CVC guidelines refer to 'the final solution that bidders will deliver to the customer'.
 - b. If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same RFP for the same item/product.
6. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made for each of the above-mentioned criteria and as and when the Bank decides, originals / certified copies should be shown for verification purpose. The Bank reserves the right to verify / evaluate the claims made by the bidder independently.
7. The final solution mentioned above refers to the solution based on the scope given in this RFP.
8. The decision of the bank shall be final and binding in this regard. Any deviations will be ground for disqualification.

4.2 Integrity Pact

All bidders should submit a signed Integrity Pact with Odisha Gramya Bank, on a stamp paper of ₹ 100/-. Bidder(s) without signed Integrity Pact will be disqualified to participate in the bidding. The Original copy of Integrity Pact should reach Head Office of Odisha Gramya Bank on or before last date of submission of bid.

Bidder should upload the scanned copy of signed Integrity Pact on e-procurement portal as part of Technical bid.

The Integrity Pact should be as per "**Annexure K - Integrity Pact**".

As per CVC Circular No 10/5/09 dated 18.05.2009 of Standard Operating Procedure (SOP) under clause No 2.02. "Integrity pact, in respect of a particular contract, would be operative from the stage of invitation of bids till the



final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings." Bidders may refer: <https://cvc.gov.in/sites/default/files/iembank25022015.pdf>



Section 5 - Instruction to Bidders

A. The Bidding Document

5.1 RFP

RFP shall mean Request for Proposal. Bid, Tender and RFP are used to mean the same.

The Bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding document. Submission of a bid not responsive to the Bidding Document in every respect will be at the Bidders risk and may result in the rejection of its bid without any further reference to the bidder.

5.2 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and OGB will in no case be responsible or liable for those costs.

5.3 Clarifications of Bidding Documents and Pre-bid Meeting

A prospective Bidder requiring any clarification of the Bidding Documents may notify OGB in writing at OGB's address or through email any time prior to the deadline for receiving such queries as mentioned in Section 1.

Bidders should submit the queries only in the format given below:

Sr. No.	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Additional Remarks (if any)

Replies to all the clarifications, modifications received through mail and email will be posted on OGB's website. Any modification to the bidding documents which may become necessary shall be made by OGB by issuing an Addendum.

5.4 Amendment of Bidding Documents

- At any time prior to the deadline for submission of bids, OGB may for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, amend the Bidding Documents.
- Amendments will be provided in the form of Addenda to the Bidding Documents, which will be posted in OGB's website. Addenda will be binding on Bidders. It will be assumed that the amendments contained in such Addenda had been taken into account by the Bidder in its bid.
- In order to afford Bidders reasonable time to take the amendment into account in preparing their bids, OGB may, at its discretion, extend the deadline for the submission of bids, in which case, the extended deadline will be posted on OGB's website.
- From the date of issue, the Addenda to the tender shall be deemed to form an integral part of the RFP.

B. Preparation of Bid

5.5 Bid Price

Prices would be exclusive of all taxes, duties levies, and fees whatsoever. The bidder shall meet the requirements of Goods & Services Tax (GST) as per Government of India.

5.6 Bid Cost and Exemptions

The Bidders can submit the bid response at e-procurement portal of OGB along with non-refundable amount of ₹ 11,800.00 (Rupees Eleven Thousand Eight Hundred only) including GST in form of Demand Draft drawn in favor of "Odisha Gramya Bank" payable at Bhubaneswar



The scanned copy of the Demand Draft to be uploaded in e-Procurement portal and the hard copy of the DD must reach at "Information Technology Department, 2nd Floor, Odisha Gramya Bank, Head Office, Gandamunda, Khandagiri, Bhubaneswar – 751030" before last date of submission of bid along with other documents.

*Exemption of Bid Cost will be allowed to bidder registered under MSME / NSIC / Udyog Aadhaar as Micro & Small Enterprises of service industry under category relevant to this RFP and on submission of photo copy of registration certification from relevant authority of Govt. of India. **Bidder should upload scanned copy of required valid certificate in Bank's e-Procurement portal and need not send any hardcopy.***

5.7 Earnest Money Deposit (EMD) and Exemptions

The Bidder is required to deposit ₹ 2,00,000/- (**Rupees Two Lakhs only**) in the form of Bank Guarantee issued by a scheduled commercial bank valid for 6 months, with a claim period of 3 months after the expiry of validity of the Bank Guarantee as per the statutory provisions in this regard, as per format in **Annexure B**.

No interest will be paid on the EMD.

The scanned copy of the Bank Guarantee to be uploaded in e-Procurement portal and the hard copy of the BG must reach at "Information Technology Department, 2nd Floor, Odisha Gramya Bank, Head Office, Gandamunda, Khandagiri, Bhubaneswar – 751030" before last date of submission of bid along with other documents.

*Exemption of EMD will be allowed to bidder registered under MSME / NSIC / Udyog Aadhaar as Micro & Small Enterprises of service industry under category relevant to this RFP and on submission of photo copy of registration certification from relevant authority of Govt. of India. **Bidder should upload scanned copy of required valid certificate in Bank's e-Procurement portal and need not send any hardcopy***

5.8 Return of EMD

The EMDs of successful Bidder/s shall be returned / refunded after furnishing Performance Bank Guarantee as required in this RFP.

EMDs furnished by all unsuccessful Bidders will be returned on the expiration of the bid validity / finalization of successful Bidder, whichever is earlier.

5.9 Forfeiture of EMD

The EMD made by the bidder will be forfeited if:

- Bidder withdraws its bid before opening of the bids.
- Bidder withdraws its bid after opening of the bids but before Notification of Award.
- Selected Bidder withdraws its bid / Proposal before furnishing Performance Bank Guarantee.
- Bidder violates any of the provisions of the RFP up to submission of Performance Bank Guarantee.
- Selected Bidder fails to accept the order within five days from the date of receipt of the order. However, OGB reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.
- Bidder fails to submit the Performance Bank Guarantee within stipulated period from the date of execution of the contract. In such instance, OGB at its discretion may cancel the order placed on the selected Bidder without giving any notice.

5.10 Period of Validity of Bids

Bids shall remain valid for a period of 180 days after the date of bid opening as mentioned in Section 1 or as may be extended from time to time. OGB reserves the right to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence.

5.11 Extension of Period of Validity



In exceptional circumstances, prior to expiry of the bid validity period, OGB may request the Bidders consent to an extension of the validity period. The request and response shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The EMD provided shall also be suitably extended. A Bidder may refuse the request without forfeiting the bid Security.

5.12 Format of Bid

Both Technical and Price Bid to be submitted in online mode. Document such as Demand Draft, Bank Guarantee, Power of Attorney and Integrity Pact must reach at OGB in original.

5.13 Signing of Bid

The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder.

All pages of the bid, except for printed instruction manuals and specification sheets shall be initialled by the person or persons signing the bid.

The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.

The bid shall be signed by a person or persons duly authorized to bind the bidder to the contract. Such authority shall be either in the form of a written and duly stamped Power of Attorney "**Annexure H**" or a Board Resolution duly certified by the Company Secretary, which should accompany the Bid.

C. Submission of Bid

5.14 Bid Submission modes

Bidder to follow following mode of submission of Bid.

1. Original copy of Demand Draft, Bank Guarantee towards EMD, Power of Attorney and Integrity Pact must be submitted in a closed envelopes with marked as **Request For Proposal (RFP) for Supply, Installation and AMC of ATM CD (Cash Dispenser) as a replacement of existing ATMs** and should reach on or before Head Office of Odisha Gramya Bank either by post or by courier or in hand on or before last date and time of submission of bid. Bank will not receive any document received after due date and time and bid submitted by said bidder will considered as invalid. Address of delivery:

General Manager, IT Department, 2nd Floor, Head Office of Odisha Gramya Bank, Gandamunda, Khandagiri, Bhubaneswar, Odisha – 751030.

2. Signed and scanned copy of all documents must be submitted as part of technical bid in e-procurement portal along with scanned copy of Demand Draft towards Bid Cost, Bank Guarantee towards EMD, Integrity Pact and Power of Attorney, on or before last date of submission of bid. Hardcopies of technical bid documents should not be sent to Head Office except for Demand Draft towards Bid Cost, Bank Guarantee towards EMD, Integrity Pact and Power of Attorney.
3. Commercial bids must be submitted as part of commercial bid in e-procurement portal only. No hardcopy of the same should be sent to Head Office. Scanned copy of commercial bid must not be uploaded in technical bid.

5.15 Bid contents

Technical Bid

Scanned copy of following signed documents should be uploaded in e-procurement portals:

1. Demand Draft towards Bid Cost.
2. Bid Earnest Money in the form of Bank Guarantee of amount as per format given in "Annexure B - Bid Security (Bank Guarantee)".
3. Filled and signed copy of "Annexure A – Covering Letter for EMD"
4. Filled and signed copy of "Annexure C - Bid Offer form (without price)"
5. Filled and signed copy of "Annexure D - Bidder Information"



6. Filled and signed copy of Declaration of “Annexure E - Clean Track Record”
7. Filled and signed copy of “Annexure F - Declaration of Acceptance of RFP Terms and Conditions”
8. Filled and signed copy of “Annexure G - Declaration of Acceptance of Scope of Work”
9. Scanned copy of “Power of Attorney” as per “Annexure H”.
10. Scanned copy of OEM/Manufacturer Authorization Letter as per “Annexure J” on OEM’s letter head.
11. Scanned copy of Integrity Pact as per “Annexure K”
12. Filled and signed copy of “Annexure L - Escalation Matrix”
13. Filled and signed copy of “Annexure M - Track Record for Past Experience”
14. Three years audited Balance Sheet and Profit and Loss Statements.
15. All other necessary supporting documents
16. Filled and signed copy of “Annexure N – Commercial Bid Form”.

Original copy of following documents should be submitted at OGB before scheduled date.

1. Demand Draft towards Bid Cost.
2. Bid Earnest Money in the form of Bank Guarantee of amount as per format given in “Annexure B - Bid Security (Bank Guarantee)”.
3. Power of Attorney as per Annexure H.
4. Integrity Pact as per Annexure K.

Commercial Bid

1. Commercial Bid – Annexure O (to be uploaded only)

5.16 Bid Submission

The Bidder should bear all the costs associated with the preparation and submission of their bid and OGB will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

The offers should be made strictly as per the formats enclosed.

No columns of the tender should be left blank. Offers with insufficient/inaccurate information and Offers which do not strictly comply with the stipulations given in this RFP, are liable for rejection.

5.17 Bid Currency

All prices shall be expressed in Indian Rupees (₹) only.

5.18 Bid Language

The bid shall be in English Language.

5.19 Rejection of Bid

The bid is liable to be rejected if the bid document:

1. Does not bear signature of authorized person.
2. Is received through Fax / E-mail.
3. Is received after expiry of the due date and time stipulated for Bid submission.
4. Is incomplete / incorrect.
5. Does not include requisite documents.
6. Is Conditional.
7. Does not conform to the terms and conditions stipulated in this Request for Proposal.
8. Is not submitted through OGB e-Procurement portal.

No bid shall be rejected at the time of bid opening, except for late bids and those that do not conform to bidding terms.

5.20 Deadline for Submission

The last date of submission of bids is given in Section 1. However the last date of submission may be amended by OGB and shall be notified through its website.



5.21 Extension of Deadline for submission of Bid

OGB may, at its discretion, extend this deadline for submission of bids by amending the bidding documents which will be intimated through OGB website, in which case all rights and obligations of OGB and Bidders will thereafter be subject to the deadline as extended.

5.22 Late Bid

Bids received after the scheduled time will not be accepted by the OGB under any circumstances. OGB will not be responsible for any delay due to postal service or any other means.

5.23 Modifications and Withdrawal of Bids

Bids once submitted will be treated, as final and no further correspondence will be entertained on this. No bid will be modified after the deadline for submission of bids.

5.24 Right to Reject, Accept/Cancel the bid

OGB reserves the right to accept or reject, in full or in part, any or all the offers without assigning any reason whatsoever.

OGB does not bind itself to accept the lowest or any tender and reserves the right to reject all or any bid or cancel the Tender without assigning any reason whatsoever. OGB also reserves the right to re-issue the Tender without the Bidders having the right to object to such re-issue.

5.25 RFP Abandonment

OGB may at its discretion abandon the process of the selection of bidder at any time before notification of award.

5.26 Bid Evaluation Process

The Bid Evaluation will be carried out in 2 stages:

Stage 1 – “Technical bid” i.e. Technical bid will be evaluated. Only those Bidders who have submitted all the required forms and papers and comply with the eligibility and technical criteria will be considered for further evaluation.

Stage 2 – “Commercial bid” of those Bidders who qualify the eligibility and technical criteria will be evaluated further for finalizing the L1 vendor for this contract. The Commercial bid submitted will be evaluated for the bidders qualify the eligibility and technical criteria.

5.27 Contacting OGB

From the time of bid opening to the time of Award of Contract, if any Bidder wishes to contact OGB for seeking any clarification in any matter related to the bid, they should do so in writing by seeking such clarification/s from an authorized person. Any attempt to contact OGB with a view to canvas for a bid or put any pressure on any official of the OGB may entail disqualification of the concerned Bidder and/or its Bid.



Section 6 - Bid Opening

6.1 Opening of Bids

Bids will be opened in 2 stages:

Stage 1 – “Technical bids” In the first stage the ‘Eligibility and Technical’ Bids will be opened.

Stage 2 – “Commercial bids” will be opened for technically qualified bidders for L1 price and selection of successful bidder for award of contract.

6.2 Opening of Eligibility and Technical Bids

OGB will open Eligibility bid and Technical bid in the presence of Bidder’s representative(s) who choose to be present on the date, time and address mentioned in Section 1 or as amended by OGB from time to time.

The representatives of the Bidders have to produce an authorization letter from the Bidder/ Identity card to represent them at the time of opening of the bids. Only one representative will be allowed to represent each Bidder. In case the Bidder’s representatives are not present at the time of opening of bids, the bids will still be opened at the scheduled time at the sole discretion of OGB.

The bidder’s representatives who are present shall sign the register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for OGB, the bids shall be opened at the appointed time and place on next working day.

The Bank will evaluate the bid submitted by the bidders under this RFP. If warranted, the Bank may engage the services of external consultants for evaluation of the bid. It is Bank’s discretion to decide at the relevant point of time.

The Eligibility and Technical Bid will be opened first for Technical Evaluation in the presence of bidders who choose to be present. The eligibility bid submitted by the bidder will be evaluated against the Eligibility criteria set forth in the RFP. The bidder needs to comply with all the eligibility criteria mentioned in the RFP to be evaluated for technical evaluation. Non-compliance to any of the mentioned criteria would result in outright rejection of the bidder’s proposal. The decision of Odisha Gramya Bank would be final and binding on all the bidders to this document.

Odisha Gramya Bank may accept or reject an offer without assigning any reason what so ever.

The bidder is required to comply with the technical specifications mentioned in Annexure – S & T of the RFP. Noncompliance to this may lead to disqualification of a bidder, which would be at the discretion of the Bank. Bank would use an internal scoring mechanism to score each of the RFP responses with appropriate apportionment of scores.

Technically responsive bidders will be finalised after evaluation of Eligibility Criteria and Technical specification.

6.3 Opening of Commercial Bids

Bank will intimate the date and time of opening of Commercial bids to the bidders satisfying eligibility criteria and Technical requirement of this RFP. Commercial bid will be opened for selection of L1 bidder.

The commercial evaluation will take into account on the following factors:

- Based on the correct value of the bid, the “Total Cost of Ownership” (‘TCO’) of commercial bid will be calculated.
- All evaluated bids will be compared among themselves to determine the lowest evaluated Bid.
- The Bidders will be categorized as L1, L2, L3 etc. on the basis of their TCO (In the ascending order, i.e. L1 being the Vendor with the lowest TCO, followed by L2 with the next lowest TCO).



The Bidder who is identified as L1 will be eligible for the award of contract. The Bank at its sole discretion may not go ahead with the award of contract the L1 bidder and cancel the tender.



Section 7 - Bid Evaluation

7.1 Preliminary Examination of Eligibility Bids

OGB will examine the bids to determine whether they are complete; whether required information have been provided as underlined in the bid document; whether the documents have been properly signed and whether bids are generally in order.

Eligibility and compliance to all the forms and Annexure would be the first level of evaluation. Only those Bids which comply to the eligibility criteria will be taken up for further technical evaluation.

OGB may waive any minor infirmity, non-conformity or irregularity in a bid that does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any Bidder.

If a Bid is not substantially responsive, it will be rejected by OGB and may not subsequently be made responsive by the Bidder by correction of the nonconformity. OGB's determination of bid responsiveness will be based on the content of the bid itself. OGB may interact with the Customer references submitted by Bidder, if required.

7.2 Evaluation of Technical Bids

The Technical Evaluation will be based on the following broad parameters:

- Compliance to Technical Specifications as specified in the RFP.
- OGB reserves the right to call for presentation and discussions on the approach of execution of project etc., from the short-listed Bidders based on the technical bids submitted by them to make an evaluation. Such presentations and minutes of meetings will become part of the technical bid.
- Review of written reply, if any, submitted in response to the clarification sought by OGB, if any.
- Submission of duly signed compliance statement as stipulated in Annexures. Details / Brochures containing details about the proposed solution are to be enclosed.
- To assist in the examination, evaluation and comparison of bids OGB may, at its discretion, ask any or all the Bidders for clarification and response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- OGB may interact with the Customer references submitted by bidder, if required. To assist in the examination, evaluation and comparison of bids OGB may, at its discretion, ask any or all the Bidders for clarification and response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

OGB reserves the right to shortlist bidders based on technical evaluation criteria.

7.3 Evaluation of Commercial Bids:

Commercial bids of only the technically qualified short-listed bidders will be opened for selection of L1 bidder.

7.4 Successful Evaluated bidder:

The bidders with lowest cumulative commercial bid quoted under "Total Cost of Ownership (TCO)" as per "Annexure O – Commercial Bid" in e-Procurement portal, identified will be declared as the successful bidder.

If the price quoted by L1 Bidder in any "Section" of "Annexure O – Commercial Bid" found to be more than 10% of other bidders, then Bank reserve its rights to further negotiate with L1 bidder for respective "Section". The outcome of negotiation will be mutually agreed between L1 bidder and Bank to arrive at final TCO.

7.5 Declaration of Results:



The Total Cost of Ownership (TCO) quoted by all Technically Qualified bidders will be shared on e-Procurement portal and will be visible to only Technically Qualified and Participating Bidders under “Result” Tab.



Section 8 - Terms and Conditions

8.1 Definitions

In the Contract, the following terms shall have the following meanings and shall be interpreted accordingly:

- a) "The Contract/Agreement" means the agreement to be entered into between the Bank and the Bidder as recorded in the Contract Form duly signed by the Parties, including all annexure, schedules, exhibits, supplements, appendices, amendments, revisions, notations and modifications thereof for supply and implementation of software and provide / carry out the Service(s) of Vendor, as indicated / spelt out in Scope of Work to be performed in compliance with the service level requirements and standard of performance
- b) "OGB" or "The Purchaser" means the Odisha Gramya Bank including its successors and assigns.
- c) "Bidder" or "Contractor" or "Vendor" means any person / persons / firm / company, etc., to whom work has been awarded and whose bid has been accepted by the Bank and shall include its authorized representatives and successors.
- d) "The Contract Price" means the price / compensation payable to the Vendor / Bidder under and in accordance with the Contract for the due performance and observance of its contractual obligations under and in accordance with the Contract.
- e) "Service(s)" means all the services as specified in Scope of Work to be performed in compliance with the service level requirements and standard of performance, which the Vendor / Bidder is required to provide and/or procure for the Purchaser / OGB under and in accordance with the Contract.
- f) "System" means Core Banking System – Finacle.
- g) "Acceptance of Bid" means the letter / fax or any memorandum communicating to the Bidder the acceptance of his Bid
- h) "Business Day" means any day that is not a Sunday or a public holiday (as per the official holidays observed by the Bank).
- i) "Confidential Information" means, (i) intellectual property information; (ii) technical or business information or material not covered in (i); (iii) proprietary or internal information related to the current, future and proposed products or services of the Parties including, financial information, process / flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Parties provide regarding third parties; (iv) information disclosed pursuant to this Contract and (v) all such other information which by its nature or the circumstances of its disclosure is confidential.
- j) "Commissioning" means the successful installation and acceptance of the service, including supply, configuration, installation, successful testing of all hardware and connectivity is executed to the satisfaction of the Purchaser.
- k) "Document" means any embodiment of any text or image howsoever recorded and includes any data, text, images, sound, voice, codes, computer programs, software and / or databases or microfilm or computer generated microfiche or similar device.



- l) "Effective Date" means the date on which this Contract is signed and executed by the Parties hereto. If this Contract is executed in parts, then the date on which the last of such Contracts is executed shall be construed to be the Effective Date.
- m) "Intellectual Property Rights" means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
- n) "Parties" means the Purchaser / OGB and the Bidder / Vendor and "Party" means either of the Parties.
- o) "Site" means the place in which the operations / Service(s) are to be carried out or places approved by the Purchaser for the purposes of the

8.2 Interpretation

In this Contract unless a contrary intention is evident:

- a) The clause headings are for convenient reference(s) only and do not form part of this Contract;
- b) Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
- c) Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;
- d) A word in the singular includes plural and a word in the plural includes singular;
- e) A word importing a gender includes any other gender;
- f) A reference to a person includes a partnership and a body corporate;
- g) A reference to legislation includes legislation repealing, replacing or amending that legislation;
- h) Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;
- i) Reasonability and materiality of "doubt" and "controversy" shall be at the discretion of OGB.
- j) The words not expressly defined herein shall have meanings ascribed to them in the General Clauses Act, 1897 and the Information Technology Act, 2000.

8.3 Notification of Award / Purchase Order

After selection of the L1 bidder, as given in Clause 7.4, and after obtaining internal approvals and prior to expiration of the period of Bid validity, OGB will send Notification of Award / Purchase Order to the selected Bidder.

Bank reserve its rights to place partial order to selected bidder after exclusion of particular "Section(s)", if the respective "Section" founds to be not reasonable as per market standard.

Once the selected Bidder accepts the Notification of Award the selected Bidder shall furnish the Performance Bank Guarantee to OGB, NDA and SLA within stipulated time period.

8.4 Term of the Order

The term of the Notification of Award / Purchase Order / Contract Period shall be for a period of 5 years from date of acceptance of work order, out of which 3 years warranty and 2 year AMC.

Bank may extend AMC for more 2 years at its sole discretion.

8.5 Acceptance Procedure



- Within 7 business days of receipt of Notification of Award/Purchase Order the successful Bidder shall send the acceptance.
- Bidder should prepare and submit agreed Scope of Work (SOW) document within 15 days of award of contract. The SOW should be agreed and signed between Bank and Selected Bidder.
- Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for the annulment of the award.
- Upon the successful Bidder accepting the Purchase Order and signing the contract, and NDA, OGB will promptly notify each unsuccessful Bidder and will discharge all remaining EMDs, if any.

8.6 Performance Bank Guarantee

- The vendor shall, **within 30 days** of receipt of Purchase Order, submit a Performance Guarantee in the form of Bank Guarantee (PBG) equal to 10% of total value of the Purchase order (exclusive of taxes), valid for **5 years**, with a claim period of **12 (Twelve)** months from the date of expiry of the validity period of the Bank Guarantee (BG), as per statutory provisions in force. In case the successful bidder does not submit the PBG, OGB shall withhold an amount equal to 10% of the invoice value from the payments due to the bidder. Format for Performance Bank Guarantee provided in "Annexure B".
- In case the delivery period is extended based on the conditions stipulated in this RFP, successful bidder shall ensure that the guarantee expiry date is also extended correspondingly.
- Failure of the successful bidder to comply with the requirement as stipulated above shall constitute sufficient grounds for the annulment of the award of contract and forfeiture of the earnest money deposit. In such an event the Bank will call for fresh bids and blacklist the bidder for a period of one year.
- In case Bank decided to extend the contract period after completion of 5 years contract period then: the successful bidder shall furnish a fresh Bank Guarantee (for AMC) for initial period of 24 months for an amount equal to 10% of the AMC Amount within 1 month of date of Order or Three month prior to expiry of initial Performance guarantee whichever is later.
- The above mentioned bank guarantees shall be issued by any scheduled commercial bank other than Odisha Gramya Bank is acceptable to us. Successful Bidder should inform the Guarantee Issuing Bank to forward the original guarantees directly to the Bank.
- Bank reserve its right to invoke the Bank Guarantee on the following grounds and as per terms and conditions stipulated in the Bank Guarantee:
 - Delay / non-delivery of ATMS/Any hardware as per the RFP beyond stipulated delivery schedule.
 - Penalty due to poor performance as per SLA.
 - Non-submission of guarantee (for performance) as stipulated.

8.7 Taxes and Duties

- All taxes, if any, shall be deducted at source as per then prevailing rates at the time of release of payments.
- Prices shall be exclusive of all taxes, duties. The bidder should meet the requirements of Goods & Services Tax (GST) of India.
- Billing address should be Head office of Odisha Gramya Bank, Bhubaneswar. GSTIN of Odisha Gramya bank is: **21AAAJ00221H1ZW**.
- Invoices should contain the GSTIN of Odisha Gramya Bank, GSTIN and PAN details of Vendor.
- Prices should be furnished item-wise with break-up of unit costs as per Commercial bid.
- Bidders to quote AMC charges separately as per Commercial bid. The L1 bidder will have to match the lowest price (line item wise) quoted for AMC/Parts/component by any of the technically qualified bidders whose commercial bids are opened. Bidder to quote most competitive prices for AMC.
- Prices should be quoted in Indian Rupees.



- h) A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- i) The prices for the hardware/equipment that the Bidder will supply shall be quoted in Indian Rupees. Any reference made to variation in pricing due to appreciation / depreciation of Indian rupees against any other currency is not acceptable.
- j) Bids (both technical as well as commercial bid) shall be valid for a period of 180 days from the last date for submission of bids. Bids submitted with a short validity period will be treated as non-responsive and will be rejected.
- k) Bids shall be submitted strictly as per the format given in the bid and any addition / deletion / change in the format will be summarily rejected.
- l) Bids without signature of authorized signatory of the bidder will be summarily rejected.

8.8 Pre-dispatch inspection, Delivery & Delays (if any)

- a) Bank reserves its right to ask the successful bidder to provide one full set of ATMS/ CDS (as per technical specification as provided in Annexure G of the RFP) for configuration & testing of the ATMS/ CDs at the Bank's Information Technology Department, Head Office, Bhubaneswar. Such systems should be provided within 7 (seven) business days from the date of request made by the Bank.
- b) The Successful Bidder should arrange for Pre-dispatch Inspection of the ATMS/ CDs to enable the Bank or its agents/ auditors entrusted with the job of verification of the ATMs/CDs, to inspect and get certified. Bank reserves the right to get other equipment like UPS & AC Units inspected on random basis. Pre-dispatch inspection of ATMS/ CDs will be done at factory or other locations within India / Abroad by a team of officers (maximum 3) from the Bank. The Successful Bidder shall assist the inspecting officials in the verification of the ATMs/CDs. In case any defect is found in the ATMS/ CDS, or if any discrepancy is found during such inspection, Bank shall not certify the ATMS/ CDs for dispatch. In such case, the successful bidder shall be liable for replacement of such defective parts and intimate the Bank for re-inspection of the ATMs/CDs. All costs related to pre-dispatch inspection, loading of software related to pre-dispatch, if any will be to the successful bidder's account. Successful bidder should provide prior intimation of at least 7 days period for such pre-dispatch inspection.
- c) The first lot of ATMS/ CDs (25 nos) should be delivered to various locations within 4 (Four) weeks from the date of acceptance of the Purchase Order (including pre-dispatch inspection process). Locations wherever the road permit is required and the total delivery period of the ATMS/ CDs at the specified location will be 5 (Five) weeks from the date of acceptance of the Purchase Order (Proof of document should be submitted along with the invoice). The address of location for delivery of ATMS/ CDs will be advised through Purchase Order. The bidder should take care of any permits (e.g. Road permit)/ Interstate /Intra-state transportation formalities during the transit of the Hardware. Bank will not be responsible for any delay in delivery due to such permits/formalities. UPS, AC, TIS Materials, Burglar alarm, Hooter and other materials as applicable should be delivered and installed within 4 (Four) weeks from the date of acceptance of purchase order.
- d) If, at any time during performance of the Contract, the Bidder or its subcontractor(s) should encounter conditions impeding timely delivery of the ATMS/ CDs and performance of Services, the Bidder shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Bidder's notice, the Bank shall evaluate the situation and may at its discretion extend the Bidder's time for performance against suitable extension of the performance guarantee for delivery.
- e) Delivery for the above purpose is deemed to be complete only when all the items specified in the Purchase Order are completely delivered and date of delivery is the date on which the last item is delivered. If this delivery schedule is not maintained, a penalty of one half percent (0.5%) of (CD cost) (location wise) for each week or part thereof of the delay subject to a maximum penalty not exceeding five percent (5%) of the ATMS/ CDs cost as applicable (location wise) will be levied from the expiry of



due date i.e. from 4 weeks (of acceptance of Purchase Order) (where road permit is not involved) / 5 weeks.

- f) Failure of the successful bidder to comply with the above delivery schedule, as stipulated in clause 8.8 (c), (d) & (e) shall constitute sufficient grounds for the annulment of the award of contract and invocation of bank guarantee (delivery). In such an event the Bank will call for fresh bids and blacklist the bidder for period of one year.

8.9 Project schedule (SLA for delivery, installation of new CDs and collection of old CDs)

All the delivery time will be calculated from the date of release of work order. The acceptance letter of the L1 bidder to which PO/WO is issued, should be submitted within 7 business days. ***In case L1 bidder fails to submit acceptance letter within due period, Bank reserves the right to reject the offer and issue PO/WO to L2 bidder or may extend for more 7 business days at its sole discretion on receipt of penalty of 0.5% of TCO.***

1. Pre-delivery Inspection

- a. Selected Bidder has to depute resources to visit the existing ATM sites of Bank to access the existing setup, pre-delivery inspection and share engineer report with complete check list, shortcomings (if any), prerequisites for installation of new ATM CDs.
- b. It will provide valuable time to Bank to arrange any necessary item/service beforehand, so that ATM CDs can be installed immediately after delivery.
- c. Bank requires Go-Live of at least 25 numbers of ATM CDs within 30 day of acceptance of PO.
- d. Bidder need to coordinate with local Branch Manager and Regional Office for scheduling any visit to the site beforehand. The scheduling as well as the duration of visit, Branch/Office work should not be hampered.

2. Collection of old ATM CDs

- a. Bidder has to do the de-installation / unmounting / de-grouting of existing ATM CDs with caution, so that no damage should be done to any of Bank property viz. network cable, electrical cabling, TIS, Notice board and other appliances present.
- b. It is recommended that Bidder should plan to complete the above removal and collection of existing old ATM CDs along with the Pre-Delivery Inspection visit.
- c. Visit schedule should be done in concurrence of local Branch/RO with prior confirmation from Head Office.
- d. Head Office will provide confirmation to Branch/RO to allow Engineer to site. Visiting Engineer must have proper ID card for identification during the visit.

3. Delivery and Installation of new ATM CDs

- a. All ATM CDs should be delivered at respective sites provided by Bank where existing ATM CDs to be replaced.
- b. Prior to delivery of new ATM CDs, old ATM CDs should be de-installed, ample time should be provided to Bank to arrange prerequisites / shortcomings (if any) reported by Field Engineer during Pre-delivery Inspection visit.
- c. Complete installation and Go-Live should be completed on the very same day or may be extended to next calendar day at max. Prior arrangement of all pre-requisite is the responsibility of the bidder, e.g. coordinating network team, switch vendor for respective configurations, local branch/RO for electrical, cash availability etc.
- d. For the first lot i.e. at least 25 ATM sites, selected by Bank should be delivered and Go-Live must be completed within 30 calendar days of acceptance of PO.
- e. For the second lot i.e. remaining 50 ATM CDs should be delivered, installed and Go-Live must be completed within next 45 calendar days.



Delivery for the above purpose is deemed to be complete only when all the items specified in the Purchase Order are completely delivered, installed and in working condition (except any reason / cause of delay is due to Bank). If this delivery schedule is not maintained, a penalty of one half percent (0.5%) of (CD cost) (location wise) for each week or part thereof of the delay subject to a maximum penalty not exceeding five percent (5 %) of the ATMS/ CDs cost as applicable (location wise) will be levied from the expiry of due date i.e. from 4 weeks (of acceptance of Purchase Order) (where road permit is not involved) / 5 weeks.

Any delay in completion of whole project (post 75 days since acceptance of PO) will attract 2% of the Total Annual Charges per week and Bank reserves right to cancel the order.

8.10 SLA for ATM CD Availability/Uptime:

The CD/CRMs will be considered "down" when it cannot dispense cash. "Percentage Downtime" shall mean the aggregate of downtime of the particular CD during a quarter expressed as a percentage of total available time in a quarter (actual number of days to be taken into account X 24 hours).

For example, if the aggregate downtime of a CD works out to 18 hours during a quarter, then the percentage downtime shall be calculated as follows:

$$(18 * 100) / (\text{No of days in quarter} * 24) = \% \text{ of down time.}$$

The downtime will be calculated on CD/CRM basis and on the entire network for the purpose of implementing penal provisions. "Down Time" shall mean the interval between the times of reporting of failure to the time of completion of repair. Down Time will have the exclusions detailed above.

All calls logged up to 5 PM has to be attended on the same day and calls logged after 5 PM should be attended within a period as per clause 8.1 and the below MTTR Table.

Type A: The Complaint which are critical in nature, which stops the ATM CD operation or compromises the security measures of ATM site.

Type B: The Complaint which doesn't stop the ATM operation, but may lead to stops of operation of ATM CD, if not attended within short period of time.

Type C: The complaint which is not ATM operation but affecting Brand image of the Bank.

Vendor will be liable to be penalized in case of downtime at following terms if the uptime is below 99%:

- a. More than 0.1 % to 0.2% downtime per month 1 % of the order value.
- b. More than 0.2 % to 0.3% downtime per month 2 % of the order value.
- c. More than 0.3 % to 0.4% downtime per month 3 % of the order value. And so on....
- d. If the uptime is recorded below 98 % then 10% of the invoice value payable after each quarter shall be deducted.

The response and resolution time [MTTR]

Description of Services	TYPE-A	Type-B	TYPE -C
Telephonic / email support	24 * 7 Support	24 * 7 Support	10 AM to 5 PM
Service Window -12 Hour Cycle	9 AM to 9 PM (All Days)	9 AM to 9 PM (All Days)	Business Days
Response Time	2 Hours	4 Hours	12 Hours
Resolution Time	4 Hours	6 Hours	24 Hours

The downtime will be computed from the time of ticketing of the relative fault at the vendor's Management Center or reported to the Management Center by the Bank, whichever is earlier.



Note: Spare Replacement - Bidder need to maintain sufficient spare at local level, to avoid undue delay in replacement of spare. Bank may provide maximum of 8 hours in addition to above mentioned MTTR for the replacement of spare. Penalty will be imposed after the exhaust of given service window i.e. (8 hours + MTTR applicable).

Penalty for Downtime

The table below specifies the end-to-end link uptime matrix along with Mean Time to Resolve (MTTR).

No	Office	City	Uptime
1	Bank's Administrative office, Primary Data Centre, and DR Centre	District Headquarters & Metros	98.5%
2	Branches/ Other locations	Tier 1 & 2 cities (Metro/State Capitals/District Headquarters) within 50 KMs radius	98%
3	Branches/ Other locations	Tier 3 cities& Rural (Bank's Rural branches and all other locations not covered under the above classifications)	97.5 %

Bidder shall ensure that the full configuration of the Equipment is available to Bank in proper working condition and ensure minimum uptime of 97.5%, and maximum downtime per instance for each CD/CRM should be less than four hours for metro/urban centers and six hours for other centers, counted by the Bank from the time the fault is reported failing which a penalty of Rs. 200/- (Rupees Two hundred only) per hour subject to a cap of Rs. 1000/- per day will be deducted by the Bank for the period in excess of 4/6 hours, from the Annual Maintenance Charges payable or Performance guarantee bond. The downtime will be computed from the time of ticketing of the relative fault at the vendor's Management Center or reported to the Management Center by the Bank, whichever is earlier.

Exclusions to Bidders liability for penalty

The following exclusions would be taken into account in computing penalty:

- A maximum of 3 hours for bimonthly Preventive Maintenance
- Actual Supervisory Time (which should be reasonable)
- Actual downtime on account of the Switch and network connectivity.
- Core Banking Solution host outages.
- Vandalism
- Non-availability of access to the CD/CRM.
- If a CD/CRM is shut down or is unavailable to the public during cash loading, pre-determined specific periods as announced by the Bank & for reasons not attributable to the bidder, such time period of unavailability will be excluded from the denominator while calculating the downtime percentage.

Bidder, in all such cases, shall inform the Bank regarding the same. **Product Upgrades**

At any time during term of the purchase order / performance of the RFP/Contract, should technological advances be introduced by the OEM/ Bidder for information technologies originally offered by the bidder in its bid and still to be delivered, the bidder shall be obliged to offer to OGB the latest version of the available technologies having equal or better performance or functionality without any extra charges.

During performance of the RFP/Contract, the Bidder shall offer to OGB all new versions, releases and updates of software, Firmware as well as related technical support within 45 days of their availability from the OEM free of cost, where ever applicable. Bidder need to have back to back subscription agreement with OEM to get updates on software, firmware or version update for OS and Tools.

All OS should be provided with software assurance (SA).



8.11 Payment Terms:

Payment will be released only after submission of Service Level Agreement (SLA) and Performance Guarantee as per **Clause 8.9, 8.10 and 8.11** in this RFP. Payments will be released after submission of correct invoice as per bank's requirement along with required documents. However, payment procedure will be followed as below:

Bank will release payment towards all line items of the PO under following categories only. If any of the line item of the proposal is not falling under following category, than that should be factor with the recurring cost and bank will consider such item as non-billable item, if demanded by bidder.

1. ATM CD

- 60% of the Invoice value of the ATMS/ CDs shall be made on Delivery of the ATMS/ CDs stipulated in the RFP. Payment shall be released by Head Office, Bhubaneswar on submission of proof of document such as delivery challan duly counter signed by Bank official, Tax Invoice. Penalty if any shall be deducted from the amount payable as per clause 1.4 (d) of this RFP. Payment shall be released within 60 working days from the date of submission of required documents in full.
- 40% of the invoice value of the ATMS/ CDs after successful installation, configuration and operationalization of the ATMS/ CDs as per Bank's requirement. Payment shall be released by on submission of proof of document such as installation cum warranty certificate along with ATMS/ CDs configuration report as per 1.5 (k) of the this RFP .Penalty if any shall be deducted from the amount payable as per clause 1.5 (g) of this RFP. Payment shall be released within 60 working days from the date of submission of required documents in full.
- In case installation of ATMS/ CDs is delayed due to Bank and the delay is more than 30 days, then 20 % of the invoice value of the ATMS/ CDs shall be paid on submission of Site is not Ready (SNR) certificate duly signed by bank officials from respective Branch / Regional Office / Other office locations and on submission of bank guarantee for 20 % of the Invoice value for a period of 3 months with a claim period of 45 Days.

2. Support staff

The payment against dedicated Support staff at head office shall be billed on quarterly basis and payment for the same will be released as quarterly arrear.

- 100% of the invoice value on charges for Centralized Electronic Journal (EJ) pulling, Software & Content distribution at ATMS/ CDS, Helpdesk and Incident Management and consumables if any shall be payable on monthly basis on submission of respective reports duly signed from the IT Department of the bank . Penalty if any shall be deducted from the amount payable as per responsibility for fault free operation of this RFP.

Service Provider should submit down call, SLA reports and other performance reports as required by Bank towards performance and incidents occurred during the previous quarter along with the invoice.

Penalties for downtime, if any, shall be calculated for every month and recovered from payments to be made at the end of that quarter as defined in **Clause 8.8, 8.9 and 8.10** of the RFP.

8.12 Warrantee and AMC:

- All Hardware/ATM CDs supplied by the bidder shall carry minimum 36 months on-site warranty covering total equipment from the date of Go Live post successful installation. The bidder shall



provide 24 months onsite comprehensive AMC post the warranty period. Warranty and AMC terms & conditions shall cover the total equipment, including spare replacements along with OS, system software etc. procured from the bidder, 24/7 Comprehensive Onsite Maintenance support. Warranty and AMC terms shall also cover the task of configuring/re-configuring operating system, other hardware/software resources, Operating System Hardening, Loading of the other system software procured either from the bidder or any other vendor, Hard Disk Configuration, Performance tuning, Loading & configuring operating system updates, integrating with the other hardware procured by the bank and any other tasks related to Hardware & System Software Management.

- In the case of authorized/ channel partners, Warranty and AMC shall also include the cost for the back to back arrangement with OEM for maintenance of spares, providing support services, updates, if any required. Terms of Service Level Agreement, if any, are to be specified.
- Besides general warranty support, critical support details should be furnished. The successful bidder shall be agreeable to enter in to Service Level Agreement with the Bank covering Warranty & AMC terms and conditions. Besides the above, the bidder shall extend the warranty terms & conditions, if any available by default or extended by OEM, with the product from OEM.
- List of spares with prices to be submitted by Bidder should be valid throughout the contract period.
- During the warranty/ AMC period selected bidder shall visit the branches on his own, once bimonthly for preventive maintenance support.
- During Warranty and AMC period all parts of Cash Dispensers (including all major components like Printers, Card readers, EMV Chip reader, VSS, PC and components, Mother Boards, Monitor, Pin Pad, vault lock etc. other than consumables like paper, ribbon, rollers) are to be covered. The Bidder shall submit the details of parts not covered during Warranty and AMC period, along with Bid documents, if any. Bank reserves right to disqualify such participation at its discretion.
- The bidder warrants that the Goods supplied under the Contract are new, unused and shall have no defect arising from manufacturing, design, materials or workmanship.
- The bidder has to submit the confirmation as per ANNEXURE – J Manufacturers' Authorization Form that for the subsequent AMC the bidder is taking the AMC support from the OEMs.
- Third party warranty certificate/s should be provided to the Bank. However, the responsibility of comprehensive Warranty/AMC period lies primarily with the ATM CDs bidder only.
- The Bidder will provide a Single point of contact with whom the bank will coordinate for the warranty/AMC. The bank may log a call with the bidder by phone, web portal, email or any other manner the bank desires.
- Bidder shall conduct preventive maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the Equipment and necessary repairing of the Equipment) at such intervals (minimum once in a bimonthly) as may be necessary from time to time to ensure that the equipment is in efficient running condition so as to ensure trouble free functioning.
- All engineering changes generally adopted hereafter by the Bidder for equipment similar to that covered by this agreement, shall be made to the equipment at no cost to the Bank.
- Qualified maintenance engineers totally familiar with the equipment shall perform all repairs and maintenance service described herein.
- The Bank shall maintain a register at its site in which, the Bank's operator/ supervisor shall record each event of failure and / or malfunction of the equipment. The bidder's engineer shall enter the details of the action taken in such register. Additionally every time a preventive or corrective maintenance is carried out, the bidder's engineer shall make, effect in duplicate, a field call report which shall be signed by him and thereafter countersigned by the Bank's official. The original of the field call report shall be handed over to the Bank's official.
- The bidder shall provide replacement equipment if any equipment is out of the premises for repairs.



The maintenance under warranty and AMC should be done with agreed downtime and should be done within SLA. The Warranty and AMC should cover (without any additional charges):

- 1) Periodic preventive maintenance
- 2) Replacement of damaged modules with genuine OEM spare.
- 3) Update and upgrade within scope of this RFP.

8.13 Confidentiality

The Bidder shall treat the details of the documents as secret and confidential. The Successful Bidder shall execute separate NDA on the lines of the draft provided in the **Annexure Q** hereof.

In the event of disclosure of Confidential Information to a third party in violation of the provisions of this Clause, the defaulting party shall use all reasonable endeavours to assist the supplying party in recovering and preventing such third party from using, selling or otherwise disseminating of such information.

The Parties obligations under this Section shall extend to the non-publicizing of any dispute arising out of this Agreement.

No media release/public announcement or any other reference to the RFP or any program there under shall be made without the written consent of the Bank, by photographic, electronic or other means is strictly prohibited.

The terms of this clause shall continue in full force and effect as perpetual from the date of disclosure of such Confidential Information.

In the event of termination of this Agreement, upon written request of the disclosing Party, the receiving Party shall immediately return the disclosing Party's Confidential Information, or at the disclosing Party's option destroy any remaining Confidential Information and certify that such destruction has taken place.

8.14 Amendments to the Agreement

Once contract agreement and AMC agreement are executed with the Bidder, no amendments or modifications of Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing.

Unless it is specifically mentioned in purchase order, in case of any dispute, the requirements stated in the RFP will be taken as the final requirement.

8.15 Indemnity

The bidder shall indemnify, protect and save OGB and hold OGB harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting from any act or omission or negligence or misconduct of the bidder and its employees and representatives, breach of the terms and conditions of the agreement or purchase order, false statement by the bidder, employment claims of employees of the bidder, third party claims arising due to infringement of intellectual property rights, death or personal injury attributable to acts or omission of bidder, violation of statutory and regulatory provisions including labour laws, laws related to information technology and intellectual property rights, breach of confidentiality obligations, breach of warranty.

Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages and compensation. Bidder shall indemnify OGB, provided OGB



promptly notifies the Bidder in writing of such claims and the Bidder shall have the right to undertake the sole defence and control of any such claim.

8.16 Bidder's Liability

The selected Bidder will be liable for all the deliverables.

The Bidder's aggregate liability in connection with obligations undertaken under the purchase order, regardless of the form or nature of the action giving rise to such liability (whether in contract, tort, indemnity or otherwise), shall be at actual and limited to the value of the contract/purchase order.

The Bidder's liability in case of claims against OGB resulting from wilful and gross misconduct, or gross negligence, fraud of the Bidder, its employees, contractors and subcontractors, from infringement of patents, trademarks, and copyrights or other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

In no event shall either party be liable for any indirect, incidental or consequential damages or lost profits or lost revenue, howsoever such liability may arise.

Losses means any claims.

8.17 Obligations of the Bidder

Standard of Performance: The Bidder shall perform the services and carry out their obligations with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment materials and methods. The Bidder shall always act in respect of any matter relating to this RFP or to the services as faithful advisor to OGB and shall at all times support and safeguard OGB's legitimate interests in any dealings with third parties.

Prohibition of Conflicting Activities: The Bidder shall not engage and shall cause their personnel not to engage in any business or professional activities that would come in conflict with the activities assigned to them under the contract.

8.18 Exit option and contract re-negotiation

- a) OGB reserves its right to cancel the order in the event of happening of one or more of the situations as mentioned in the "Order Cancellation" clause.
- b) OGB reserves its right to cancel the contract in the event of Amalgamation / Merger of Bank with other entity of bank leading to change of service integrator or service provider as per requirement of new entity post amalgamation / Merger. In such case Bank is not liable for any payment for undelivered portion of services due to termination of contract.
- c) Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder should continue to provide the facilities to OGB at the site.
- d) Reverse transition mechanism would be activated in the event of cancellation of the RFP/contract or exit by the parties prior to expiry of the RFP/contract. The Bidder should perform a reverse transition mechanism to OGB or its selected vendor. The reverse transition mechanism would facilitate an orderly transfer of services to OGB or to an alternative 3rd party / vendor nominated by OGB. Where OGB elects to transfer the responsibility for service delivery vendor(s), OGB will nominate a service provider who will be responsible for all dealings with the Bidder regarding the delivery of the reverse transition services.
- e) The reverse transition services to be provided by the Bidder shall include the following:
 1. The Bidder shall suitably and adequately train OGB or its designated team or new service provider for fully and effectively changeover of bank's CBS and allied services.
 2. Bidder shall provide adequate documentation thereof.



3. The Bidder shall jointly manage the Links with OGB or designated team for a reasonable period of time
- f) **Knowledge Transfer:** The Bidder shall provide such necessary information, documentation to OGB or its assignee, for the effective management and maintenance of the Deliverables under this RFP/contract. Bidder shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required for supporting the Services. Such documentation will be subject to the limitations imposed by bidder's Intellectual Property Rights of this RFP/Agreement.
- g) **Warranties:**
1. All the warranties held by or in the name of the bidder shall be assigned or transferred as-is, in the name of OGB. The bidder shall execute any and all such documents as may be necessary in this regard.
 2. The bidder shall provide all other services as may be agreed by the parties in connection with the reverse transition services. However, in case any other services, in addition to the above are needed, the same shall be scoped and priced.
 3. The bidder recognizes that considering the enormity of the assignment, the transition services listed herein are only indicative in nature and the bidder agrees to provide all assistance and services required for fully and effectively transitioning the services provided by the bidder under the scope, upon termination or expiration thereof, for any reason whatsoever.
- h) The rates for availing services during reverse transition period would be the same as payable during the RFP/contract period for the respective services, during which the existing Bidder would transfer all knowledge, know-how and other things necessary for OGB or new bidder to take over and continue to manage the services. The Bidder agrees that the reverse transition mechanism and support during reverse transition will not be compromised or affected for reasons whatsoever is for cancellation.
- i) OGB shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.
- j) OGB and the bidder shall together prepare the Reverse Transition Plan. However, OGB shall have the sole decision to ascertain whether such Plan has been complied with.
- k) The Bidder agrees that in the event of cancellation or exit or expiry of the RFP/contract it would extend all necessary support to OGB or its selected vendors as would be required

8.19 Extension of RFP/Contract

The bidder shall be required to consistently execute, in a successful and professional manner, the jobs assigned under this RFP/Contract, to the satisfaction of and as decided by OGB up to a contract period reckoned from the date of commencement of the services and may be extended for further period on satisfactory performance by bidder. However even in case, the bidder is not interested to extend the Contract for a further period, bidder shall be essentially required to execute the work at least for next 6 months period on the same rates and terms & conditions of the RFP/Contract.

OGB at its sole discretion may extend the contract up to a period of three (3) years from the date of completion of initial contract period with mutually agreed terms between the service provider(s) and bank.

8.20 Order Cancellation

OGB reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to OGB alone;



- i. Delay in delivery and services beyond the specified period as set out in the Purchase Order before acceptance of the product; or,
- ii. Serious discrepancy in the quality of service expected.
- iii. If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the bidder turns out to be incorrect and/or bidder conceals or suppresses material information.

In case of order cancellation, any payments made by OGB to the Bidder for the particular service would necessarily have to be returned to OGB with interest @ 10% per annum from the date of each such payment. Further the Bidder would also be required to compensate OGB for any direct loss incurred by OGB due to the cancellation of the Purchase Order and any additional expenditure to be incurred by OGB to appoint any other Bidder.

8.21 Termination of Contract

For Amalgamation / Merger of bank: Bank with written notice of 3 months to Bidder, may terminate the contract in whole or in part at any time for its convenience giving three months prior notice. The notice of termination may specify that the termination is for convenience the extent to which Bidder's performance under the contract is terminated and the date upon which such termination become effective. *OGB will release any payment applicable till date of termination for services taken, but will not release any payment request raised by vendor for termination for amalgamation or merger of bank as per instruction of GOI.*

For Insolvency: OGB at any time may terminate the contract by giving written notice to Bidder, if Bidder becomes bankrupt or insolvent. In this event, termination will be without compensation to Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to OGB.

For Non-Performance: OGB reserves its right to terminate the contract in the event of Bidder's repeated failures (more than 3 occasions in a calendar year in maintaining the service level as defined in the Contract).

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

- a) if the Bidder fails to deliver any or all of the ATMS/ CRMs within the period(s) specified in the Purchase Order, or within any extension thereof granted by the Bank
- b) if the Bidder fails to perform any other obligations(s) under the Contract.

In the event of the Bank terminating the Contract in whole or in part, the Bank may procure, upon such terms and in such manner, as it deems appropriate, ATMS/ CRMs and related services, similar to those undelivered, and the Bidder shall be liable to the Bank for any excess costs for such similar ATMS/ CRMs and related services. However, the Bidder shall continue performance of the Contract to the extent not terminated.

Notice: In the event of termination, OGB will issue notice to Vendor for a period of 90 days over e-mail / registered mail.

8.22 Effect of Termination

- The Bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.
- Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services.



- The Bidder agrees that after completion of the Term or upon earlier termination of the assignment the Bidder shall, if required by OGB, continue to provide facility to OGB at no less favorable terms than those contained in this RFP. In case OGB wants to continue with the Bidder's facility after the completion of this RFP/contract then the Bidder shall offer the same terms to OGB.
- OGB shall make such prorated payment for services rendered by the Bidder and accepted by OGB at the sole discretion of OGB in the event of termination, provided that the Bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the Bidder.
- OGB may make payments of undisputed amounts to the Bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.
- Upon cancellation of contract/completion of period of service, the Bidder should peacefully handover the legal possession of all the assets provided and obtain discharge from OGB. OGB also reserves the right to assign or allot or award the contract to any third party upon cancellation of the availed services.

8.23 Merger and Amalgamation

In the event of any merger or amalgamation:

- The vendor shall not assign to any one, in whole or in part, its obligations to perform under the RFP/contract, except with the Bank's written consent
- If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this Contract shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Bank and the Vendor under this RFP
- Bank at its sole discretion may terminate the contract with written notice of 3 months in advance in the event of Merger or Amalgamation of Bank of any such order to this effect issued by Govt. of India.

8.24 Force Majeure

If either party is prevented, restricted, delayed or interfered by reason of:

- a) Fire, explosion, cyclone, floods, droughts, earthquakes, epidemics;
- b) War, revolution, acts of public enemies, blockage or embargo, riots and civil commotion;
- c) Any law, order, proclamation, ordinance or requirements of any Government or authority or representative of any such Government, including restrictive trade practices or regulations;
- d) Strikes, shutdowns or labor disputes which are not instigated for the purpose of avoiding obligations herein;
- e) Any other circumstances beyond the control of the party affected; then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected used its best efforts to remove such cause of non-performances, and when removed the party shall continue performance with the utmost dispatch.

Each of the parties agrees to give written notice forthwith to the other upon becoming aware of an Event of Force Majeure, the said notice to contain details of the circumstances giving rise to the Event of Force Majeure. If the Event of Force Majeure shall continue for more than thirty (30) days either party shall be entitled to terminate the Agreement at any time thereafter without notice.



Notwithstanding the provisions of the RFP, the successful bidder or OGB shall not be liable for penalty or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the successful bidder and not involving OGB or the successful bidder's fault or negligence and not foreseeable. Such events may include, but not restricted to wars, revolutions, epidemics, natural disasters etc.

If force majeure situation arises, the successful bidder shall promptly notify OGB in writing of such condition and cause thereof. Unless otherwise directed by OGB in writing, the successful shall continue to perform its obligations under contract as far as possible.

Neither party shall have any liability to the other in respect of the termination of this Agreement as a result of an Event of Force Majeure.

8.25 Corrupt and Fraudulent Practices

- 1 As per Central Vigilance Commission (CVC) directives, it is required that Bidders/ Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:
- 2 "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND
- 3 "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- 4 The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 5 The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time, it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 6 The decision of Bank in determining the above aspects will be final and binding on the all the Bidders. No Bidder shall contact through any means of communication the Bank or any of its employees on any matter relating to its Bid, from the time of Bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Bank, it may do so in writing.
- 7 Any effort/attempt by a Bidder to influence the Bank in its decision on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid and/or blacklisting the Bidder. The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Bank directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on the case to case basis.
- 8 The selected Bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of vendor for the scope of work covered in this RFP.

8.26 Resolution of Disputes

OGB and bidder shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute or differences arising between them under or in connection with the RFP/Contract. If, however, the parties are not able to resolve them,

1. Such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. Where the value of the RFP/Contract is above Rs.1.00 Crore, the arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by OGB and the Bidder. The third Arbitrator shall be chosen by mutual discussion between OGB and the Bidder. Where the value of the RFP/contract is Rs.1.00



Crore and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by mutual consent between OGB and Bidder.

2. Arbitration proceedings shall be held at Bhubaneswar, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
3. The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself; and
4. Any appeal will be subject to the exclusive jurisdiction of courts at Bhubaneswar.

8.27 Compliance with Applicable Laws of India

The Bidder confirms to OGB that it complies with all Central, State, Municipal laws and local laws and rules and regulations and shall undertake to observe, adhere to, abide by, comply with and notify OGB about compliance with all laws in force including Information Technology Act 2000, or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and for all purposes of this RFP/Contract, and shall indemnify, keep indemnified, hold harmless, defend and protect OGB and its officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

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

8.28 Legal Compliances:

The Bidder confirms to OGB that its personnel/ employees/staff are covered under the provision of various Acts enacted for the protection and benefits of workmen /employees /staff or otherwise such as Employees State Insurance Act and Employees Provident Fund Miscellaneous Provision Act etc. and such other Acts like Profession Tax Act etc. as applicable and that Bidder is duly registered under the provisions of the said Acts and is complying with the provisions of the Acts.

The Bidder shall allow OGB as well as regulatory authorities to verify books in so far as they relate to compliance with the provisions of these Acts and shall provide on demand by OGB & regulatory authorities such documentary proof as may be necessary to confirm compliance in this regard. OGB shall not be responsible in any event to the employees of Bidder for any of their outstanding claims or liability in that regard. OGB shall not be responsible for any claim or demand made by such personnel for their dues outstanding against Bidder.

Both Bidder and OEM must comply to the Office Memorandum issued by Department of Expenditure under Ministry of Finance with F.No. 6/18/2019-PPD dated 23rd July 2020. Bidder and OEM(s) registered under Rule 144(xi) of the General Financial Rules (GFRs) should share the registration document upon demand by Technical Committee of Bank.



8.29 Intellectual Property Rights:

All rights, title and interest of OGB in and to the trade names, trademark, service marks, logos, products, copy rights and other intellectual property rights shall remain the exclusive property of OGB and Bidder shall not be entitled to use the same without the express prior written consent of OGB. Nothing in contract including any discoveries, improvements or inventions made upon with/by the use of the Bidder or its respectively employed resources pursuant to contract shall either vest or shall be construed so that to vest any proprietary rights to the Bidder. Notwithstanding, anything contained in Contract, this clause shall survive indefinitely, even after termination of this Purchase Order.

All copyrights and other intellectual property rights existing prior to the "Effective Date" will belong to the party that owned such rights immediately prior to the "Effective Date". All modifications and enhancements to, and derivative works from, pre-existing intellectual property rights will belong to the party that owned such pre-existing intellectual property rights

Neither party will gain by virtue of this Contract any rights of ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by the other.

8.30 Applicable Law and Jurisdiction

The Agreement shall be governed by and interpreted in accordance with the Indian Law. The jurisdiction and venue of any action with respect to the subject-matter of this Agreement shall be the Courts of Bhubaneswar in India and each of the parties hereto submits itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action.

8.31 No Damage of OGB Property

Bidder shall ensure that there is no loss or damage to the property of OGB while executing the RFP/Contract. In case, it is found that there is any such loss/damage due to direct negligence/non-performance of duty by any personnel, the amount of loss/damage so fixed by OGB shall be recovered from Bidder.

8.32 Fraudulent and Corrupt Practice

"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of RFP and includes collusive practice among Bidder's (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the OGB of the benefits of free and open competition.

"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official or an OGB official in the process of project execution.

OGB will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing the project.

8.33 Master Service Agreement and Invoice Raising Mechanism

Bidder needs to sign an agreement with OGB. Bidder needs to note that all invoices raised on Bank needs to be spilt as per **Clause 8.13**. However, for all coordination related to release of payments, penalty calculations and for any other clarification Bidder needs to liaise with OGB Head Office.

8.34 Governing Language

All correspondences and other documents pertaining to this Agreement shall be in English only.

8.35 Wage Payment to Resources

The successful bidder shall liable to pay, the monthly wages to his deployed support staff or engineers in accordance to applicable minimum wages Act. The monthly wages should be credited to the staffs or engineers account within 10 days of following month. If a bidder has not complied with the clause in last 3 years, than Bank may disqualify the bidder in technical bid. (A declaration should be submitted along with the technical bid)



8.36 Addresses for Notices

Following shall be address of OGB for notice purpose:

The General Manager,
Information Technology Department,
Head Office, Odisha Gramya Bank,
Gandamunda, Khandagiri,
Bhubaneswar,
Odisha – 751030

8.37 Merger and Amalgamation

In the event of any merger or amalgamation:

- The vendor shall not assign to any one, in whole or in part, its obligations to perform under the RFP/contract, except with the Bank's written consent
- If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP/Contract shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Bank and the Vendor under this RFP



Section 9 – Documents & Forms for Technical Bid

Annexure A – Covering Letter for EMD

To
The General Manager,
Information Technology Dept,
Odisha Gramya Bank, Head Office,
AT- Gandamunda, P.O. - Khandagiri
Bhubaneswar – 751030.

Subject: RFP No. _____ dated _____ REQUEST FOR
_____.

We have enclosed an EMD in the form of a Bank Guarantee No. _____ issued by the branch of the _____ Bank, for the sum of Rs. _____ (Rupees _____). This EMD is as required by clause 5.7 of the Instructions to Bidders of the above referred RFP.

Thanking you,
Yours faithfully,

(Signature of the Bidder)

Printed Name:

Designation:

Seal:

Date:

Business Address:

Note: The letter should be attached along with Bank Guarantee and should be uploaded and sent to Head Office along with Bank Guarantee.



Annexure B - Bid Security (Bank Guarantee)

[Name of the Bank, and Address of Issuing Branch or Office]

Odisha Gramya Bank: _____

Date: _____

BID GUARANTEE No.: _____

We have been informed that _____ (hereinafter called "the Bidder") has submitted to you its bid dated _____ (hereinafter called "the Bid") for the execution of _____ under RFP No. _____

Furthermore, we understand that, according to your conditions, bids must be supported by a bank guarantee.

At the request of the Bidder, we _____ hereby irrevocably undertake to pay you without any demur or protest, any sum or sums not exceeding in total an amount of Rs. _____ /-(Rupees _____ only) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) Has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by OGB during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire:

- (a) If the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or
- (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twelve months after the expiration of the Bidder's Bid. Consequently, any demand for payment under this guarantee must be received by us at the Office on or before that date.

[Signature]

Date (date should be one year from the date of expiry of this Bank Guarantee).

All claims under this Bank Guarantee will be payable at -----
----- (Bank & its Address).

{Signature of the Authorized representatives of the Bank}



**Annexure C - Bid Offer Form (without Price)
(Bidder's Letter Head)
OFFER LETTER**

Date:

To,
The General Manager,
Information Technology Dept,
Odisha Gramya Bank, Head Office,
AT- Gandamunda, P.O. – Khandagiri,
Bhubaneswar – 751030.

Dear Sir,

Subject: RFP No. _____ dated _____ REQUEST FOR PROPOSAL (RFP) FOR _____.

We have examined the above referred RFP document. As per the terms and conditions specified in the RFP document, and in accordance with the schedule of prices indicated in the commercial bid and made part of this offer.

We acknowledge having received the following addenda / corrigenda to the RFP document.

Addendum No. / Corrigendum No.	Dated

While submitting this bid, we certify that:

1. Prices have been quoted in INR and are exclusive of applicable Taxes.
2. The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP.
3. We have not induced nor attempted to induce any other bidder to submit or not submit a bid for restricting competition.
4. We agree that the rates / quotes, terms and conditions furnished in this RFP are for OGB and its Associates.

If our offer is accepted, we undertake, to start the assignment under the scope immediately after receipt of your order. We have taken note of Penalty clauses in the RFP and agree to abide by the same. We also note that OGB reserves the right to cancel the order and order cancellation clause as per terms and condition would be applicable.

We understand that for delays not attributable to us or on account of uncontrollable circumstances, penalties will not be levied and that the decision of OGB will be final and binding on us.

We agree to abide by this offer till 180 days from the last date stipulated by OGB for submission of bid, and our offer shall remain binding upon us and may be accepted by OGB any time before the expiry of that period.

Until a formal contract is prepared and executed with the selected bidder, this offer will be binding on us. We also certify that the information/data/particulars furnished in our bid are factually correct. We also accept that in the event of any information / data / particulars are found to be incorrect, OGB will have the right to disqualify /blacklist us and forfeit bid security.



We undertake to comply with the terms and conditions of the bid document. We understand that OGB may reject any or all of the offers without assigning any reason whatsoever.

As security (EMD) for the due performance and observance of the undertaking and obligation of the bid we submit herewith Bank Guarantee valid for ___days for an amount of Rs._____ (Rs. _____ only) payable at Bhubaneswar.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company/Firm:

Address



Annexure D - Bidder Information (To be filled in online Form)

Details of the Bidder				
1	Name of the Bidder (Prime)			
2	Address of the Bidder			
3	Constitution of the Company (Public Ltd/ Private Ltd)			
4	Details of Incorporation of the Company.	Date:		
		Ref#		
5	Valid Goods and Service Tax registration no. (Preferably for Odisha State Code:21)			
6	Permanent Account Number (PAN)			
7	Name & Designation of the contact person to whom all references shall be made regarding this tender			
8	Mobile number			
9	E-Mail of the contact person:			
10	Website			
Financial Details (as per audited Balance Sheets) (in Cr)				
	Year	2018-19 or 2019	2019-20 or 2020	2020-21 or 2021
11	Net worth			
12	Turn Over			
13	Profit After Tax			

Note: Bidder should attach the scanned copy of document as proof of details provided like GST Registration Certificate, PAN Card, Balance Sheet copies, Certificate of incorporation etc.



Annexure E - Declaration for Clean Track Record

To
The General Manager,
Information Technology Dept,
Odisha Gramya Bank, Head Office,
AT- Gandamunda, P.O. – Khandagiri,
Bhubaneswar – 751030.

Sir,
I have carefully gone through the Terms & Conditions contained in the RFP document for selection of vendor for **RFP No. _____ dated _____ REQUEST FOR PROPOSAL (RFP) FOR _____**. I hereby declare that my company has not been debarred/black listed by any Government / Semi Government / Private organizations in India / abroad. I further certify that I am competent officer and duly authorized by my company to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:



Annexure F - Declaration for Acceptance of RFP Terms and Conditions

Note: Bid proposals not conforming to all terms (as per RFP terms & conditions) mentioned below, will not be taken for further evaluation and may be treated that bid proposal as Technically non-responsive. Bank will not entertain any correspondence in this regard.

To
The General Manager,
Information Technology Dept,
Odisha Gramya Bank, Head Office,
AT- Gandamunda, P.O. – Khandagiri,
Bhubaneswar – 751030.

Dear Sir,
I have carefully gone through the Terms & Conditions contained in the RFP document for selection of vendor for
RFP No. _____ **dated** _____ **REQUEST FOR PROPOSAL (RFP) for** _____
_____.

Table 1:

S.No.	Description	Submitted Yes/No	Page No. of Bid Document	Deviations, if any
1	Eligibility Criteria			
2	Power of Attorney from the Company to the Employee participating in the Bid			
3	Bid Security			
4	Manufacturer’s Authorisation Form			
5	Letter of Authorisation to Bid			

Table 2:

S.No.	Description	Submitted Yes/No	Page No. of Bid Document	Deviations, if any
1	Performance Security			
2	Payment Terms			
3	Delivery Terms			
4	Liquidated damages			
5	Force majeure			
6	Indemnity			
7	Liability of the bidder			
8	Termination for default			
9	Negligence			
10	All other terms and conditions in RFP			

I declare that all the above terms and conditions and also other conditions of this RFP/Tender Document, except for the deviations mentioned above, are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)
Printed Name
Designation
Seal
Date:
Business Address:



Annexure G - Declaration for Acceptance of Scope of Work

Note: Bid proposals not conforming to all terms (as per RFP terms & conditions) mentioned below, will not be taken for further evaluation and may be treated that bid proposal as Technically non-responsive. Bank will not entertain any correspondence in this regard.

To
The General Manager,
Information Technology Dept,
Odisha Gramya Bank, Head Office,
AT- Gandamunda, P.O. – Khandagiri,
Bhubaneswar – 751030.

Sir,
I have carefully gone through the Scope of Work contained in the RFP document for selection of vendor for RFP No. _____ dated _____ REQUEST FOR PROPOSAL (RFP) for _____

S.No.	Description	Submitted Yes/No	Page No. of Bid Document	Deviations, if any
1	Scope of Work and SLA			

I declare that all the above terms and conditions and also other conditions of this RFP/Tender Document, except for the deviations mentioned above, are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

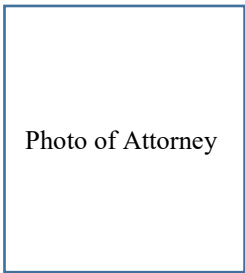
Business Address:



Annexure H - Format Power of Attorney

(On Stamp paper of relevant value)

Know all men by the present, we _____ (name of the company and address of the registered office) do hereby appoint and authorize _____ (full name and residential address) who is presently employed with us holding the position of _____ as our attorney, to do in our name and on our behalf, deed and things necessary in connection with or incidental to our proposal for **RFP No. _____ dated _____ REQUEST FOR PROPOSAL (RFP) FOR _____** in response to the RFP by OGB, including signing and submission of all the documents and providing information/responses to OGB in all the matter in connection with our bid. We hereby agree to ratify all deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.



Dated this _____ day of _____ 2021.

For _____.

Accepted

(Signature)

(Name Designation)

Date:

Business Address:



Annexure I - Undertaking of authenticity for hardware and software

**The General Manager,
IT Department,
Odisha Gramya Bank,
Head Office,
Gandamunda, Khandagiri
Bhubaneswar 751030**

Sub: Supply of ATM Cash Dispenser:

Ref: Your RFP reference No: RFP No. _____ dated _____

With reference to the ATM Sites being supplied/quoted to you in response to the above RFP, we hereby undertake that all the component/parts/assembly/software used in the ATM site under the above like Processor, Mother Board, Memory, Hard disk, Monitor, SMPS, ACs, UPS, CCTV and other hardware etc. 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.

We also undertake that in respect of licensed operating system if asked for by you in the RFP, the same shall be supplied along with the authorised license certificate (e.g. Product Keys on Certification of Authenticity in case of Microsoft Windows Operating System) and also that it shall be sourced from the authorised source (e.g. Authorised Microsoft Channel in case of Microsoft Operating System).

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, for the IT ATMS/CRMS /Software already billed, we agree to take back the ATM Sites without demur, if already supplied and return the money if any paid to us by you in this regard.

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

Authorized Signatory

Name and Designation

Office Seal

Place:

Date:



Annexure J - OEM / Manufacturer's Authorization Letter

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid]

Date:

To:

WHEREAS

We _____, are official manufacturers/OEM vendors of _____.
We _____ do hereby authorize M/S _____ to submit a bid the purpose of which is to provide the following Goods, manufactured by us _____, and to subsequently negotiate and sign the Contract.

We hereby extend our full onsite guarantee, onsite warranty and onsite AMC support as per Clauses of Contract for the goods and services offered for supply by the above firm against this RFP and we will provide service support for seven (7=3+2+2) years to the Bidder.

Authorized Signatory

Name and Designation

Office Seal

Place:

Date:



(On Stamp Paper of ₹ 100.00)

Annexure K - Integrity Pact

Preamble

This Agreement (hereinafter called the Integrity Pact) is made on this the _____ day of _____ (month) 20___, between,

on one hand, **Odisha Gramya Bank** acting through Shri _____, _____ (designation of the officer) of Odisha Gramya Bank, a Regional Rural Bank and an enterprise of the Government of India constituted under the Regional Rural Banks Act 1976 (21 of 1976) hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the First Part

And

M/s _____, a Company incorporated under the Companies Act, or a Partnership Firm registered under the Indian Partnership Act, 1932 or the Limited Liability Partnership Act, 2008 represented by Shri. _____, Chief Executive Officer/ all the Partners including the Managing Partner (hereinafter called the " BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure _____ (Name of the Stores/Equipment / Item / Services) and the BIDDER/Seller is desirous of offering / has offered the stores/Equipment / Item / Services and

WHEREAS the BIDDER is a private company/public company / Government undertaking / partnership / LLP / registered export agency and is the original manufacturer / Integrator / authorized / Government sponsored export entity of the stores / equipment / item or Service Provider in respect of services constituted in accordance with the relevant law in the matter and the buyer is a Regional Rural Bank and a Government Undertaking as such.

WHEREAS the BUYER has floated a tender / RFP (Tender / RFP No.: _____) hereinafter referred to as "Tender / LTE / RFP" and intends to award, under laid down organizational procedures, contract/s purchase order / work order for (name of contract/order) or items covered under the tender hereinafter referred to as the "Contract".

AND WHEREAS the BUYER values full compliance with all relevant laws of the land, rules, bye- laws, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS, in order to achieve these goals, the BUYER has appointed Independent External Monitors (IEM), to monitor the tender process and the execution of the Contract for compliance with the Principles as laid down in this Agreement.

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Pact or "Pact", the terms and conditions of which shall also be read as Integral part and parcel of the Tender documents and Contract between the parties.



NOW, THEREFORE in, consideration of mutual covenants contained in this Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings, the parties hereby agree as follows and this Pact witnesses as under:

The contract is to be entered into with a view to:-

Enabling the BUYER to procure the desired said stores/equipment/item/Services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any and all forms, by its officials by following transparent procedures.

The parties hereby agree hereto to enter into this Integrity Pact and agree as follows:

Article 1: Commitments of the BUYER

1.1 The BUYER undertakes that no official/ employee of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party whether or not related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same- information and will not provide any such information to any particular BIDDER which could afford an undue and unfair advantage to that particular BIDDER in comparison to other BIDDERS. The BUYER will ensure to provide level playing field to all BIDDERS alike.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted breach(es) or breaches per se of the above commitments as well as any substantial suspicion of such a breach.

1.4. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.

Article 2: Commitments of the BIDDER



2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

2.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement of any kind to any official(s)/employee(s)/persons related to such Official(s) / employees of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement of any kind to any official of the BUYER or otherwise in procuring the Contract or forbearing 'to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Bank for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Bank.

2.3 The BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

2.4 The BIDDER shall disclose the payments to be made by them- to agents/brokers or any other intermediary, in connection with this bid/contract.

2.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer / integrator / authorized / government sponsored export entity of the stores/equipment/item/Services and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

2.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers, or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

2.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.



2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care to avoid unauthorized disclosure of such information.

2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.11 The BIDDER undertakes not to instigate directly or indirectly any third person to commit any of the actions mentioned above.

2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the- BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined and prescribed under Section 6 of the Companies Act 1956 and as defined and prescribed under Section 2(77) of the Companies Act 2013 and the relevant Rules made there under.

2.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

Article 3: Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Article 2 above or in any other form such as to put his reliability or credibility in question, the BUYER is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process & exclude him from future business dealings as per the existing provisions of GFR, 2017, PC ACT 1988, etc. or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings" and any other Financial Rules/Guidelines applicable to the BUYER. Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annexure-"B".

Article 4: Compensation for Damages

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

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

Article 5 - Equal Treatment of all Bidders/Contractors/Subcontractors



- 5.1 Bidder(s) /Contractor(s) undertake(s) to demand from all subcontractors a signed commitment in conformity with this Integrity Pact, and to submit it to the BUYER before contract signing.
- 5.2 The Principal Contractor shall take the responsibility of the adoption of IP by the sub-contractors. It is to be ensured that all sub-contractors also sign the IP.
- 5.3 In case of a Joint Venture, all the partners of the Joint Venture should sign the Integrity pact.
- 5.4 The BUYER will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 5.5 The BUYER will disqualify those Bidders from the Tender process, who do not submit, the duly signed Pact, between the BUYER and the bidder, along with the Tender or violate its provisions at any stage of the Tender process.

Article 6: Previous Transgression

- 6.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other Company/ PSU/ Nationalized Bank/Regional Rural Bank in any country in respect of any corrupt practices envisaged hereunder or with any Nationalized Bank/Regional rural Bank/ Public Sector Enterprise in India or any "Government Department in India that could justify BIDDER's exclusion from the tender process.
- 6.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER is liable to be disqualified from the tender process or the contract, if already awarded, is liable to be terminated for such reason.
- 6.3 The imposition and duration of the exclusion of the BIDDER will be determined by the BUYER based on the severity of transgression.
- 6.4 The Bidder/Contractor acknowledges and undertakes to respect and uphold the BUYER's absolute right to resort to and impose such exclusion.
- 6.5 Apart from the above, the BUYER may take action for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the BUYER.
- 6.6 If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has implemented a suitable corruption prevention system, the BUYER may, at its own discretion, as per laid down organizational procedures, revoke the exclusion prematurely.

Article 7: Criminal charges against violation by Bidder(s) / Contractor(s) / Sub contractor(s)



If the BUYER acquires knowledge of conduct of a Bidder/Contractor, or of an employee or a representative or an associate of a Bidder/Contractor which constitutes corruption within the meaning of Prevention of Corruption Act, or if the BUYER has substantive suspicion in this regard, the BUYER will inform the same to the Chief Vigilance Officer.

Article 8: Earnest Money (Security Deposit)

8.1 While submitting commercial bid, the BIDDER shall deposit an amount of Rs..... (to be specified in NIT/LTE/RFP) as Earnest Money/security deposit with the BUYER through any of the following instruments:

- (i) Bank Draft or a Pay Order in favour of
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reason whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for payment.
- (iii) Any other mode or through any other instrument [to be specified in the NIT/LTE/RFP].

8.2 The Earnest Money/Security Deposit shall be valid up to the complete conclusion of the contractual obligations for the complete satisfaction of both the BIDDER and the BUYER or up to the warranty period, whichever is later.

8.3 In case of the successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

8.4 No interest shall be payable by the BUYER to the- BIDDER on Earnest Money/Security Deposit for the period of its currency.

Article 9: Sanction for Violations

9.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf [whether with or without the knowledge of the BIDDER] shall entitle the BUYER to take all or anyone of the following actions, wherever required;-

- i. To immediately call off the pre-contract negotiations/ proceedings with such Bidder without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER[s] would continue.
- ii. The Earnest Money Deposit [in pre-contract stage] and/or Security Deposit/Performance Bond [after the contract is signed] shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason there for.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.



- iv. To encash the advance bank guarantee and performance guarantee/ bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER along with interest.
- v. To cancel all or any other Contracts with the- BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money[s] due to the BIDDER.
- vi. To debar the- BIDDER from participating in future bidding processes of- the Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- vii. To recover all sums paid in violation of this Pact by BIDDER[s] to any middleman or agent or broker with a view to-securing the contract.
- viii. In cases where irrevocable Letters of Credit have been received in respect of any- contract signed by the BUYER with the BIDDER, the same shall not be opened.

9.2 The BUYER will be entitled to take all or any of the actions mentioned at paragraph 9.1[i] to [viii] of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf [whether with or without knowledge of the BIDDER], of an offence as defined in Chapter IX of Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 as amended from time to time or any other statute enacted for prevention of corruption.

9.3 The decision of the BUYER to the effect that a breach of the Provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor[s] appointed for the purposes of this Pact.

Article 10: Independent External Monitors

10.1 The BUYER has appointed Independent External Monitors [hereinafter referred to as monitors] for this Pact in consultation with the Central Vigilance Commission (CVC) Government of India.

10.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligation under this Pact.

10.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

10.4 Both the parties accept that the Monitors have the right to access all the document relating to the project/procurement, including minutes of meetings. The same is applicable to Subcontractors of the Bidder. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s) /Subcontractor(s) with confidentiality.

10.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non - binding recommendations.



10.6 The BIDDER accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to its project documentation. The same is applicable to Subcontractors also which the BIDDER shall note.

10.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

Note: However, the documents /records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.

10.8 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of contract, the matter should be examined by the Monitor, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

The advice of the Monitor is restricted to resolving issues raised by a bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders.

10.9 The Monitor is expected to submit a written report to the designated Authority of BUYER within 30 days from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

10.10 The Monitor would examine all complaints received by them and give their recommendations/views to the Chairman, Odisha Gramya Bank at the earliest. They may also send their report directly to the CVO in case of suspicion of serious irregularities requiring legal/administrative action. Only in case of very serious issue having a specific, verifiable vigilance angle, the matter should be reported directly to the Chief Vigilance Commission.

10.11 The word 'Monitor' would include both singular and plural.

10.12 In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation of the Monitor in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the Monitor, the organization may take further action as per the terms & conditions of the contract. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties.

Article 11: Facilitation of Investigation



In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Article 12: Law and Place of Jurisdiction

This Pact is subject to Indian Laws. The place of performance and jurisdiction is as notified by the BUYER.

Article 13: Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant laws in force relating to any civil or criminal proceedings.

Article 14: Validity

14.1 Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the BUYER and the BIDDER/Seller, till the completion of contract, including warranty period, whichever is later. After award of work, the Monitor shall look into any issue relating to execution of contract, if specifically raised before them. However, the Monitor may suggest systemic improvements to the management of the organization concerned, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.

In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

14.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

Article 15: Code of Conduct

Bidders are also advised to- have a Code of Conduct clearly rejecting the use of bribes and other unethical behavior and a compliance program for the implementation of the code of conduct throughout the company.

Article 16: Examination of Books of Accounts

In case of any allegation of, violation of any provisions of this Integrity Pact or Payment of commission, the Buyer or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide



necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

Article 17: Legal and Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Pact will have precedence over the Tender/Contract documents with regard to any of the provisions covered under this Pact.

Article 18: Other Provisions

This Pact is subject to Indian laws. The place of performance and jurisdiction is the Head Office/Head Quarters of the Division of the BUYER or as otherwise notified by the BUYER, who has floated the Tender.

18.1 Changes and supplements, if any, need to be necessarily made in writing and signed by the duly authorized representatives of the Bidder and the Buyer. It is clarified that there are no parallel/ Side agreements in this regard and that the present Agreement forms the full and complete agreement as regards the subject matter contained herein.

18.2 If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board resolution.

18.3 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

18.4 Any dispute or difference arising between the parties with regard to the terms of this Agreement/Pact", any action taken by the BUYER in accordance with this Agreement/Pact or interpretation thereof shall not be subject to arbitration.

18.5 The Integrity pact shall be deemed to form a part of contract and parties shall be bound by it's provision.

18.6 Issues like warranty/guarantee etc. should be outside the purview of Monitor.

BUYER	BIDDER
Name of the Officer	Name of the Officer



Designation Odisha Gramya Bank	Designation Bidder's Company Name
Witness 1. _ 2. _	Witness 1. _ 2. _



Annexure L- Escalation Matrix

dated _____ **REQUEST FOR PROPOSAL (RFP) FOR**

Ref: Your REQUEST FOR PROPOSAL (RFP) FOR _____

Name of the Company:

Delivery Related Issues:

Sl.No.	Name	Designation	Full Office Address	Phone No.	Mobile No.	Fax	Email address
1		First Level					
2		Second level contact					
3		Regional/Zonal Head					
4		Country Head (If response not received in One week)					

Service Related Issues:

Sl.No.	Name	Designation	Full Office Address	Phone No.	Mobile No.	Fax	Email address
1		First Level					
2		Second level contact					
3		Regional/Zonal Head					
4		Country Head (If response not received in One week)					



Annexure M - Track Record for Past Experience

_____ dated _____
REQUEST FOR PROPOSAL (RFP) FOR _____

Name of the Bidder _____

S.No.	Name of the Client/s	Contact Person's Name	Telephone No.	Address
1				
2				
3				
4				
5				

(Enclose necessary documentary proof)

Date:



Annexure N – Commercial Bid Form

(To be included in Commercial Bid Envelope)

To
The General Manager,
Head Office of
Odisha Gramya Bank,
Gandamunda, Khandagiri,
Bhubaneswar - 751030

Dear Sirs,

Re: _____ dated _____ REQUEST FOR PROPOSAL (RFP) FOR

Having examined the Bidding Documents placed along with RFP, we, the undersigned, offer to provide the required infrastructure, Solution and all services as contained in the RFP cited above, in conformity with the said Bidding documents for the sum of Rs.....(Rupees) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to provide _____ for the above purpose within the stipulated time schedule. We agree to abide by the Bid and the rates quoted therein for the orders awarded by OGB up to the period prescribed in the Bid which shall remain binding upon us. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

We have complied with all the terms and conditions of the RFP. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this..... Day of.....2021

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of



Section 10 - Format for Commercial Bid (Online mode only)

Annexure O - Commercial Bid (To be filled in online mode only)

Commercial - Part 1

1. Name of Bidder:
2. Address of Corporate Office:

TABLE I - COST OF ATM CDS:

Description	Make & Model	Unit Price[A]	Qty.[B]	Total Price [C=A x B]
ATM/ CD – as per Technical Specification in Annexure – S			75	

TABLE II - COST FOR Helpdesk, CONSUMABLES, EJ PULLING, NETWORK

Sl.	Item Description	Qty. [A]	Unit Cost/ Quarter [B]	Cost/Quarter [C=B x A]	Total Cost/Year [D=Cx4]	Total Cost- 5 years[Dx5=E]
1	Cost for ATM Management Solution (including Centralized Electronic Journal (EJ) pulling, Software & Content distribution at ATM premises etc. and others as per Annexure T). *	75				
2	Cost of support staff at Bank's premises for call Management.	1				
3	Cost of all the consumables.	75				
Total Cost Table-II((Column E)						

* **Bank reserves right to whether procure ATM Management Solution or not.**

TABLE III - COST FOR ANNUAL MAINTENANCE (This Includes AMC Cost of all the H/W and products and Software supplied and installed by the bidder)

Sl.	Description ,Make & Model:	Unit Price[A]	Qty.[B]	Total Price [C=AxB]
1	AMC Charges for 4th year			
2	AMC Charges for 5th year			
Total Cost Table-III(Column C)				

TABLE IV - Buyback price of ATM CDs (to be replaced)

Description, Make & Model:	Unit Price[A]	Qty.[B]	Total Price[C=AxB]
ATM/CD – Diebold D429		75	

TABLE V - TOTAL COST OF OWNERSHIP

Sl.	TOTAL COST OF OWNERSHIP	Ref	Total Cost in Rs)
1	COST OF ATM CDS.	TOTAL COST TABLE I	
2	COST FOR HELPDESK/CONSUMABLES/EJ PULLING	TOTAL COST TABLE II	
3	ANNUAL MAINTENANCE CONTRACT CHARGES	TOTAL COST TABLE III	
4	Buyback price of ATM CDs	TOTAL PRICE TABLE IV	
5	Total cost of project (TCO)		TABLE I +II +III - IV

NOTE:



- L1 will be determined based on the total price quoted by any of the technically shortlisted bidder, whose commercial bid is opened, under Table V Serial No.5 (Grand Total).
- The price quoted in table III over 4 years must be distributed so that the difference between each consecutive years should not be more than 10% than previous year price.
- Purchase price of the ATM CDs inclusive of the de-installation, de-grouting, pickup and transportation cost.
- Property of OGB should not be damaged during above process or bidder has to compensate any such damage as per terms and conditions of the RFP.
- 75 existing Diebold D429 ATM CDs will be sold AS-IS-WHERE-IS basis.
- The price mentioned in (D) will be considered as TCO for selection of L1 Bidder if and only if the price quoted in all line items are valid and numerical. In case of invalid value or quote in any field of Table# 1, the bid will be treated as invalid and may be rejected. In such case, Bank at its sole discretion may consider L2 bid for awarding contract.
- The price is exclusive of any applicable taxes and are in INR (₹).
- Bank has right to negotiate the price of components, parts, services quoted in Commercial Part – 2 to match the lowest price quoted by any of the bidders.
- Entering into AMC with the successful bidder shall be strictly as per terms and conditions defined in Clause 3, 8.9, 8.10, 8.11 & 8.12 of this RFP.
- Bank may place order for additional Currency Cassettes as per RBI recommendation on Cassette Swapping, as and when required throughout contract period, which will be delivered at respective site/branch/office within 3 weeks of placing such order or with ATM CD order whichever is earlier.

We certify that the 'items quoted above meets the Technical Specifications as per Annexure – S & T and prices quoted are all in compliance with the terms indicated in Scope of Work and terms of the RFP No _____ dated _____. We also confirm that we agree to all the terms and conditions mentioned in Annexure F & G of this RFP No _____ dated _____.

Authorized Signatory

Name and Designation

Office Seal

Place:

Date:



Commercial – Part 2

SI	Description of Item/Part/Spare/Component/Service	Specification	Unit Price in ₹
1	Access Electromagnetic Lock (AEL)		
2	Access Lock		
3	Access Lock Card Reader (ALCR)		
4	Access Lock Controller		
5	ATM Main Power Cable (AMPC)		
6	ATM MAIN POWER SUPPLY		
7	Bar Code Reader		
8	Barcode Reader (BR)		
9	Bezel Epp5		
10	Bunch Note Acceptor		
11	Burglar Alarm		
12	CCA 13 Port USB HUB		
13	CCA Power Manager		
14	CCTV Camera inbuilt		
15	Charges for Visit to ATM location by Technical Person per day.		
16	Chest		
17	Chest Door		
18	Chest Door Cutting Charges		
19	Chest Door handle		
20	Combination Lock with Key		
21	Cost of Biometric Upgradation (Hardware & Software)		
22	Cost of De-Grouting		
23	Cost of Grouting		
24	Currency Cassette (Complied as per RBI directive on Cassette Swapping)		
25	Currency Tray/Cassette adjustment for different denomination		
26	De-Grouting Cost		
27	DIP Smart Card Reader		
28	Dispenser PCB(Control)		
29	Dispenser Unit		
30	Divert/Reject Cassette		
31	Dome camera		
32	Double pick Module with Cassettes		
33	DVD Writer		
34	DVSS		
35	DVSS system with camera & Software integrated with Cd		
36	Electronic combination Lock		
37	Electronic combination Lock Cutting and Fixing, Charge		
38	Engineer Visit Charge		
39	Envelope Motorized dispenser		
40	EPP		
41	EPP or ATM key Board		
42	external DVSS		
43	External Monitor for CCTV		



SI	Description of Item/Part/Spare/Component/Service	Specification	Unit Price in ₹
44	Fascia Lock		
45	Fascia/Facia		
46	Finger Print Scanner		
47	Grouting Cost		
48	Hard Disk 1 TB 5600 rpm as per RFP		
49	SSD 500 GB		
50	Harness		
51	Harness Cable		
52	Harness Cable set-Lower		
53	Harness Cable set-Upper		
54	Hood door Lock and Keys		
55	Intercity: Shifting Cost of all the provided hardware and security system. This includes de-installation and re-installation cost.		
56	Journal printer		
57	Journal Printer Paper Cost for 1000m length.		
58	Keyboard with inbuilt Mouse/touchpad/track ball/joystick		
59	LCD/Led monitor(as per Vendor's specification)		
60	Lower Hood Fascia		
61	Main SMPS		
62	MAS Hamilton Lock with OTC mechanism		
63	Metal Function keypad(One Side) with button		
64	Monitor (15" or higher) with touch screen		
65	Monitor for the External Camera connected to DVSS		
66	Monitor Side Bezel		
67	Mother Board		
68	Mother board with Processer		
69	Operator Panel(OP)		
70	PC Core		
71	PC Core SMPS		
72	Picker Module		
73	Power Supply Unit		
74	Presenter		
75	Presenter CCA		
76	Presenter module		
77	Printer Head- journal printer		
78	Printer Head- Receipt printer		
79	8 GB DDR4 RAM as per the RFP		
80	Receipt printer		
81	Receipt Printer Paper Cost for 1000m length.		
82	Recycler Solution		
83	S&G Lock with OTC mechanism		
84	Shifting Cost-Intercity		
85	Shutter assembly		
86	Stacker Module		
87	TCM CCA		
88	Touch Screen		



SI	Description of Item/Part/Spare/Component/Service	Specification	Unit Price in ₹
89	Upper Hood Fascia		
90	USB External camera with cable		
91	Vandal Screen		
92	Vault breaking charges		
93	Vault Lock Battery		



Section 11 – Documents to be executed by selected bidder

Annexure P - Performance Bank Guarantee (BANK GUARANTEE)

Date

Beneficiary: ODISHA GRAMYA BANK
Odisha Gramya Bank, Head Office,
AT- Gandamunda, P.O. - Khandagiri
Bhubaneswar – 751030.

Performance Bank Guarantee No:

We have been informed that----- (hereinafter called “the Supplier”) has received the purchase order no. “-----” dated ----- issued by Odisha Gramya Bank (OGB), for ----- (hereinafter called “the Purchase Order”).

Furthermore, we understand that, according to the conditions of the Purchase order, a Performance Bank Guarantee is required to be submitted by the Supplier to OGB.

At the request of the Supplier, We ----- (name of the Bank, the details of its incorporation) having its registered office at ----- and, for the purposes of this Guarantee and place where claims are payable, acting through its --- branch presently situated at ----- (hereinafter referred to as "Bank" which term shall mean and include, unless repugnant to the context or meaning thereof, its successors and permitted assigns), hereby irrevocably undertake to pay you without any demur or objection any sum(s) not exceeding in total an amount of Rs.----- (in figures) (Rupees----- (in words)----- only) upon receipt by us of your first demand in writing declaring the Supplier to be in default under the purchase order, without caveat or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

Please note that you may, if you so require, independently seek confirmation with - (Bank Name & Issuing branch address) -----, that this Bank Guarantee has been duly and validly issued.

Notwithstanding anything contained in the foregoing:

The liability of ----- (Bank), under this Bank Guarantee is restricted to a maximum total amount of Rs. ----- (Amount in figures and words).

This bank guarantee is valid up to -----.

The liability of ----- (Bank), under this Bank Guarantee is finally discharged if no claim is made on behalf of OGB within twelve months from the date of the expiry of the validity period of this Bank Guarantee.

Our liability pursuant to this Bank Guarantee is conditional upon the receipt of a valid and duly executed written claim or demand, by ----- (Bank)----- (Address), delivered by hand, courier or registered post, or by fax prior to close of banking business hours on ----- (date should be one year from the date of expiry of guarantee) failing which all rights under this Bank Guarantee shall be forfeited and ----- (Bank), shall stand absolutely and unequivocally discharged of all of its obligations hereunder.

This Bank Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of Bhubaneswar shall have exclusive jurisdiction.

Kindly return the original of this Bank Guarantee to ----- (Bank & Its Address), upon



- a) its discharge by payment of claims aggregating to Rs. ----- (Amount in figures & words);
- b) Fulfillment of the purpose for which this Bank Guarantee was issued;
- c) Or, Claim Expiry



Annexure Q - Non-Disclosure Agreement

This Agreement is made and entered on this ----- day of -----, 201 (“Effective Date”) between **Odisha Gramya Bank**, a body corporate constituted under Regional Rural Bank Act- 1976, having its Administrative Office at **Gandamunda, Khandagiri, Bhubaneswar – 751030**, hereinafter called the (Hereinafter referred to as “**OGB**”, which expression shall mean and include unless repugnant to the context, its successors and permitted assigns) ;

AND

_____, a company registered in _____ and having its registered office at _____ (Hereinafter referred to as “-----”, which expression shall mean and include unless repugnant to the context, its successors and permitted assigns). The term “Disclosing Party” refers to the party disclosing the confidential information to the other party of this Agreement and the term “Receiving Party” means the party to this Agreement which is receiving the confidential information from the Disclosing Party.

OGB and ----- shall hereinafter be jointly referred to as the “Parties” and individually as a “Party”.

NOW THEREFORE

In consideration of the mutual protection of information herein by the parties hereto and such additional promises and understandings as are hereinafter set forth, the parties agree as follows:

Article 1: Purpose

The purpose of this Agreement is to maintain in confidence the various Confidential Information, which is provided between OGB and ----- to perform the considerations (hereinafter called “Purpose”) set forth in below:

(STATE THE PURPOSE)

Article 2: DEFINITION

For purposes of this Agreement, "Confidential Information" means the terms and conditions, and with respect to either party, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to the Purpose (including, but not limited to, information identified as being proprietary and/or confidential or pertaining to, pricing, marketing plans or strategy, volumes, services rendered, customers and suppliers lists, financial or technical or service matters or data, employee/agent/ consultant/officer/director related personal or sensitive data and any information which might reasonably be presumed to be proprietary or confidential in nature) excluding any such information which (i) is known to the public (through no act or omission of the Receiving Party in violation of this Agreement); (ii) is lawfully acquired by the Receiving Party from an independent source having no obligation to maintain the confidentiality of such information; (iii) was known to the Receiving Party prior to its disclosure under this Agreement; (iv) was or is independently developed by the Receiving Party without breach of this Agreement; or (v) is required to be disclosed by governmental or judicial order, in which case Receiving Party shall give the Disclosing Party prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable the Disclosing Party to seek a protective order or other appropriate remedy at Disclosing Party’s sole costs. Confidential Information disclosed orally shall only be considered Confidential Information if: (i) identified as confidential, proprietary or the like at the time of disclosure, and (ii) confirmed in writing within Seven (7) days of disclosure.

Article 3: NO LICENSES

This Agreement does not obligate either party to disclose any particular proprietary information; to purchase, sell, license, transfer, or otherwise dispose of any technology, services, or products; or to enter into any other form of business, contract or arrangement. Furthermore, nothing contained hereunder shall be construed as creating, conveying, transferring, granting or conferring by one party on the other party any rights, license or authority in or to the Confidential Information disclosed under this Agreement.

Article 4: DISCLOSURE

1. Receiving Party agrees and undertakes that it shall not, without first obtaining the written consent of the Disclosing Party, disclose or make available to any person, reproduce or transmit in any manner, or use (directly or indirectly) for its own benefit or the benefit of others, any Confidential Information save and except both parties may disclose any Confidential Information to their Affiliates, directors, officers, employees or advisors



of their own or of Affiliates on a "need to know" basis to enable them to evaluate such Confidential Information in connection with the negotiation of the possible business relationship; provided that such persons have been informed of, and agree to be bound by obligations which are at least as strict as the recipient's obligations hereunder. For the purpose of this Agreement, Affiliates shall mean, with respect to any party, any other person directly or indirectly Controlling, Controlled by, or under direct or indirect common Control with, such party. "Control", "Controlled" or "Controlling" shall mean, with respect to any person, any circumstance in which such person is controlled by another person by virtue of the latter person controlling the composition of the Board of Directors or owning the largest or controlling percentage of the voting securities of such person or by way of contractual relationship or otherwise.

2. The Receiving Party shall use the same degree of care and protection to protect the Confidential Information received by it from the Disclosing Party as it uses to protect its own Confidential Information of a like nature, and in no event such degree of care and protection shall be of less than a reasonable degree of care.
3. The Disclosing Party shall not be in any way responsible for any decisions or commitments made by Receiving Party in relying on the Disclosing Party's Confidential Information.

Article 5: RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

The parties agree that upon termination of this Agreement or at any time during its currency, at the request of the Disclosing Party, the Receiving Party shall promptly deliver to the Disclosing Party the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Receiving Party or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

Article 6: INDEPENDENT DEVELOPMENT AND RESIDUALS

Both parties acknowledge that the Confidential Information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the parties, which afford them certain competitive and strategic advantage. Accordingly, nothing in this Agreement will prohibit the Receiving Party from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development.

Article 7: INJUNCTIVE RELIEF

The parties hereto acknowledge and agree that in the event of a breach or threatened breach by the other of the provisions of this Agreement, the party not in breach will have no adequate remedy in money or damages and accordingly the party not in breach shall be entitled to injunctive relief against such breach or threatened breach by the party in breach.

Article 8: NON-WAIVER

No failure or delay by either party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise of enforcement of any other right, remedy or power.

Article 9: DISPUTE RESOLUTION

If any dispute arises between the parties hereto during the subsistence or thereafter, in connection with or arising out of this Agreement, the dispute shall be referred to arbitration under the Indian Arbitration and Conciliation Act, 1996 by a sole arbitrator mutually agreed upon. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators, one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. Arbitration shall be held in Bhubaneswar, India. The proceedings of arbitration shall be in the English language. The arbitrator's award shall be final and binding on the parties.

Article 10: GOVERNING LAW AND JURISDICTION

This Agreement shall be governed exclusively by the laws of India and jurisdiction shall be vested exclusively in the courts at Bhubaneswar in India.



Article 11: NON-ASSIGNMENT

This Agreement shall not be amended, modified, assigned or transferred by either party without the prior written consent of the other party.

Article 12: TERM

This Agreement shall remain valid from the effective date until the termination of this Agreement. The obligations of each Party hereunder will continue and be binding irrespective of whether the termination of this Agreement for a period of three (3) years after the termination of this Agreement.

Article 13: INTELLECTUAL PROPERTY RIGHTS

Neither Party will use or permit the use of the other Party’s names, logos, trademarks or other identifying data, or infringe Patent, Copyrights or otherwise discuss or make reference to such other Party in any notices to third Parties, any promotional or marketing material or in any press release or other public announcement or advertisement, however characterized, without such other Party’s prior written consent.

Article 14: GENERAL

1. Nothing in this Agreement is intended to confer any rights/remedies under or by reason of this Agreement on any third party.
2. This Agreement and the confidentiality obligations of the Parties under this Agreement supersedes all prior discussions and writings with respect to the Confidential Information and constitutes the entire Agreement between the parties with respect to the subject matter hereof. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement.
3. Any breach of any provision of this Agreement by a party hereto shall not affect the other party’s non-disclosure and non-use obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement by their duly authorized representatives as of the Effective Date written above.

ODISHA GRAMYA BANK	TYPE COMPANY NAME
By:	By:
Name:	Name:
Designation:	Designation:
Witness 1:	Witness 1:
Witness 2:	Witness 2:



Annexure R – Undertaking compliance of minimum wages

**The General Manager,
Information Technology Department,
Odisha Gramya Bank, Head Office,
Gandamunda, Khandagiri
Bhubaneswar – 751030**

Sir,

Sub: Confirmation for Government Rules relating to Minimum Wages:

We refer to your purchase order no. _____ Dated _____ / Service Level Agreement awarding contract for RFP no _____ dated _____.

In this regard we confirm that the employees engaged by our Company to carry out the services in your bank for the above said contract are paid minimum wages / salaries as stipulated in the Government (Central / State) Minimum Wages / Salaries act in force and complied in last 3 years. We also indemnify the Bank against any action / losses / damages that arise due to action initiated by Commissioner of Labour for non-compliance to the above criteria.

We further authorize the Bank to deduct from the amount payable to the Company under the contract or any other contract of the Company with the Bank if a penalty is imposed by Labour Commissioner towards non-compliance to the “Minimum Wages / Salary stipulated by government in the Act by your company.

Authorized Signatory Name and Designation Office Seal

Place:

Date:



Section 12 – Other Important Annexures

Annexure S – Technical Specification of ATM CDs

Sl.	FEATURE	SPECIFICATIONS / CONFIGURATION	Complied Yes/No	Comments, if any
1	MODEL	Lobby MODEL CD compatible with any regulated Power Supply (Conventional UPS or Solar UPS). System should work on 230V 25 Hz Single Phase supply. Please mention Make & Model of CD. (Please indicate the tolerance level). Should be mechanically and electrically capable of functioning 24x365 basis. Should enable voice using software of Bank's choice and should support for audio.		
2	PROCESSOR	11th generation Intel Core i3 processor or higher, any other equivalent with minimum clock speed 2.9 GHz with 3 MB cache or higher. Vendor to guarantee maintenance of the processor throughout the expected life of 7 years of the ATM.		
3	MEMORY	RAM 8 GB DDR3 or Higher (Upgradable to 16 GB). Minimum of 4 MB Cache or above.		
4	Storage	2 x 1 TB 5400 RPM SATA/eSATA HDD or higher		
5	INTERNAL DVD WRITER (R/W)	Internal SATA DVD Writer 16x or higher speed with controller Card.		
6	Key Board & Mouse	Full QWERTY Key board & Optical Mouse inside ATM CD cabinet – if they are need for admin functions of Cash Dispenser.		
7	Sensors	The CD must have necessary sensors to monitor Temperature Status, Vibration Status, Tilt status and Chest open status for sending Signal / Messages to Switch/Monitoring application.		
8	OPERATING SYSTEM & CONTROLLING SOFTWARE	<ul style="list-style-type: none"> • Bidder has to provide any licensed, secure Operating System with GUI. Bidder need to provide the license, product update, security patched and version upgrades, if any, without any additional cost. • Bidder should take care of the support of the OS during the contract period. Necessary OEM certificate should be provided along with the Technical Bid. • The bidder should ensure that all necessary update, patch and upgrade will be installed on time with minimal downtime, there should be no disruptions of service and there should not be any performance related issues faced. • The ATM CD shall have any Licensed Operating System having OEM support for at least 5 years. On withdrawal of support by the OEM during the contract period, the bidder shall upgrade the OS and hardware as required with the latest supported, tested and certified version of OS without any additional cost to Bank. • Compatible with FIS IST Switch version 7.5 or above. • Compatible with underlying networking Technologies like RF, VSAT, Leased Line, CDMA, ISDN etc. • Reversal Message of Transactions. • Multilingual Software for Customer display to support at least Hindi, Odia and English. • Remote login facility for such utilities like Remote load of screens, to shutdown / start cash dispenser to make cash dispenser clear fitness etc. • Trace features (provide log file for all messages received and sent by Cash Dispenser. Especially in networked conditions, log should provide information from where the message is received and to which the message sent i.e. Source and Destination Machines should be identifiable through the logs) • Following software reqd. <ol style="list-style-type: none"> 1. Remote Key Distribution 2. Software distribution capability. 		



9	Required Ports and cards	<ul style="list-style-type: none"> • At least 100 Mbps Ethernet Controller or higher. • At least one serial port and one parallel port each. • Minimum 4 USB (USB Port for copying EJ files) with at least 2 on the front side. • Mechanism for Battery Backup for BIOS must be there. 		
10	Cash Loading facility	<ul style="list-style-type: none"> • Operator Panel / consumer screen for updating the cash counter, FLM activities etc. • ATM should have supervisory Menu which provides an interface for day to day operations. Such interface should be accessible using existing modules on the ATM without connecting external input devices like keyboard and mouse. • In case such interface requires external input devices like keyboard and mouse, vendor to provide the same for each machine. Inbuilt keyboard and mouse is preferable. 		
11.1	KEY PAD	<p>Rugged spill proof Triple DES compliant 16 key (or more) Alphanumeric keypad with secured. Encrypting key board with polycarbonate / stainless steel (EPP pin pads) keys.</p> <p>Should comply with latest PCI-PTS, PCI 3.0 of above standards and 3DES double length keys for protecting the PIN data. Bidder to provide certificate of compliance for PCI EPP.</p> <p>On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank.</p>		
11.2		<p>Privacy in operation of keyboard with key guard. CD should have Pin Pad Shield covering all three sides to avoid shoulder surfing or capture by the external camera.</p> <p>Metallic stainless steel/Polycarbonate PIN Pad CDs must have latest PCI compliant Encrypting Pin Pad (EPP) and 3 DES double length keys for protecting the PIN data. All the materials used in the EPP must be pest resistant. Any damage caused by the pest will be considered within warranty and will be replaced free of cost.</p>		
11.3		<p>PIN PAD with support for remote key management and should be Braille enabled. (Should have capability of remote key management in case the Bank requires activating the same in future.)</p>		
11.4		<p>There should be provision for Pin shield or recessed pin pad for pin security. PIN Pads shall be covered to prevent PIN disclosure via shoulder surfing. EPP should be designed so as to prevent overlaying of fake pin pad. Forcible removal of EPP should bring the machine down resulting in loss of data stored in the EPP, so as to prevent compromise even with high end decryption. Please provide details of the technology / solution.</p>		
12.1	Customer Interface:	<p>15" LCD Display with Touch Screen and with 8 functional display keys (FDKs) with privacy filter and Trilingual (English, Hindi and Odia) Screen support.</p>		
12.2		<p>Display touch screen must be resistance to Indian weather, vandal proof and pertain to Indian usability condition.</p>		
12.3		<ul style="list-style-type: none"> • ATMs to be enabled with Voice Guidance with Text-to-Speech (TTS) fully fledged voice guidance solution for the customer with necessary and voice files in the Indian accent in Odia, Hindi & English along with necessary hardware including internal speakers and head phone jack. • Successful Bidder to ensure that all ATMs provided by them should provide the voice guidance for visually impaired persons with necessary software/ utility/ voice files/requisite hardware like internal speaker and ear phone jack slot etc.; which should be able to guide the visually impaired cardholder with full-fledged voice guidance so that he/she should be able to do all types of transactions. This should be in line with IBA/Govt of India guidelines for enabling visually impaired persons to transact at ATMs. ATM should have support for Text to Speech or any inbuilt feature through which visually impaired is guided for all ATM transactions which a normal person does at ATMs. The visually impaired person should be able to hear account balance and should also be able to do cash withdrawals for any amount, apart from other The Voice 		



		guidance solution should be enabled and be activated with insertion of earphone jack into the given slot by the cardholder.		
12.4		ATM must have Braille decals on customer interface modules like card entry slot, cash exit slot, receipt slot, audio jack etc. in order to ensure ease of access for visually challenge person.		
12.5		Should be capable of supporting Multilingual (at least English, Hindi and Odia mandatorily) screen along with commonly available picture formats (MPEG, GIF, PCX, JPEG, BMP etc.) and video files(incl. MP4)		
12.6		ADA & AFA compliant and suitable for wheel chair base operation for physically.		
12.7		ATM should be fitted with a Rear view mirror so that customers are able to see what is happening behind him while he/she enters PIN (shoulder surfing).		
12.8		ATM machine should come with good quality customized sticker (at the top area the ATM machine in Bank colours with logo (approx. 2 inch wide and 5-6 inches long) Exact design would be mutually discussed and decided by the Bank with successful bidders.		
13.1	Card Reader	Hybrid Dip Smart Card Reader: Smart Card Reader with media entry indicator having capability to read magnetic stripe & smart card chip (EMV v 4.3 or higher standard compliant) with EMVCo Level 1 & 2 approved terminal resident application. Vendor to submit requisite EMV certificate. On expiry of certificate, it should be replaced with valid certificate at no additional cost to Bank.		
13.2		Capability to read magnetic track 1 and 2.		
13.3		Software / license for using smartcard functionality on ATM and for using EMV Chip cards. CD should be ready for using the new EMV Chip Cards i.e. EMV Chip Card Reader enabled.		
13.4		ATM should have capability for transactions of all types of cards like MasterCard, Maestro, Visa, AMEX, RuPay, Discover and all other types of Cards currently being used. Should provide necessary certificates/approvals from VISA, Master Card, Amex, Union Pay, RuPay, Discover including TQM(IFM) certificates. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank.		
13.5		<ul style="list-style-type: none"> • ATM should have capability for upgradation at a future date for enabling transactions through Contact less cards or NFC cards which only needed to be waved close to the reader and enter PIN to operate, so that it act as deterrent against any kind of skimming here data from the card is copied and misused. • ATM should also have capability to integrate QR code scanner ready for future requirements of scanning QR code from mobile phones by simply attaching a reader. 		
13.6		Dip Smart Card Reader with anti-skimming device installed and integrated with the card reader of the CD. Details of the anti-skimming technology / device to be enclosed. Bank is looking for a comprehensive skimming protection solution which achieves the following:-i) Senses unauthorized attachment of any device on the card reader module,ii) Sends the signal to switch and further to the Remote Online Monitoring Solution of the switching vendor and ATM Management Solution by the bidder,iii) 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. XFS needs to send out error status so that the SNMP/MVS can pick it up and notify the monitoring system.		
13.7		Communication link between the card reader and system should be encrypted by latest encryption standards. (This is between the Card Reader and the CD)		



14.1	Receipt Printer Specification	Receipt printer 40 column Graphics Thermal Printer with dual mode printing for trouble free receipt/journal printing. Form width 54 mm or higher. The Printer must be able to cut the paper and push the receipt out of slot provided on the ATM fascia. Capable of auto paper loading and cutting.		
14.2		Printer should print customer/journal slip in Odia, Hindi and English. Bidder needs to ensure that the printer driver/firmware support English and regional Indian type fonts/specification including Unicode (at least Hindi and Odia).		
14.3		Low media warning for all items viz bills, printer roll, consumer printer etc.		
15.1	Electronic Journal	Electronic journal to be written on CD hard disk and replicated on the second hard disk which records images. The solution should include an EJ viewer.		
15.2		Must support centralised EJ pulling i.e. Remote Retrieval of Journal particulars electronically (EJ pulling) to any vendor of bank's choice along with own ATM Management Solution.		
15.3		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.		
16	Journal Printer Specification	40 column or higher Thermal/Dot Matrix printer for trouble free journal printing and capable of auto paper loading. Form width 54 mm or higher.		
17.1	Cash Dispenser Module	4 Pick Module (2 x Double Pick Module) with 4 currency cassettes configuration and 1 (one) removable divert/purge BIN (cassette) with lock & key / latches capable of shutting automatically when removed from the ATM.		
17.2		Friction Pick / Vacuum technology presenting mechanism with capability to retract and purge facility for left over notes by the customer. (Cash retraction must be disabled by default. However, the ATMs should be capable to be enabled for cash retraction if so desired by the Bank in future without any additional cost).		
17.3		Capable of handling old/soiled/mutilated currency and Capable of diverting non-ATM fit note to purge bin.		
17.4		Minimum capacity of cassette should be 2500 notes. Currency cassettes to support all denominations.		
17.5		Minimum of dispensing/sacking speed of 5 notes per second. Indication for proper insertion of currency cassette.		
17.6		Minimum Currency dispensing capacity of 40 currency note per transaction.		
17.7		Capable of Multi currency dispensing. All cassettes to be capable of dispensing all prevalent currency notes like ₹ 20, ₹ 50, ₹ 100, ₹ 200, ₹ 500 and ₹ 2000 notes or any other legal tender announced by RBI/Govt. of India.		
17.8		Each Cassette should have capability to hold notes of any denominations/size. All cassette should be adjustable to hold and dispense the currency notes if dimension of currency notes are changed without any additional component requirement.		
17.9		Encrypted communication and trust relation should be established between PC core and dispenser.		
17.10		Cassettes must be sufficiently secure and lockable in compliant to RBI directive on Swapping approach.		
18.1	CURRENCY CHEST	The external body should be in steel and Currency Chest which is either UL (Underwriters Laboratory Inc. USA) 291 Level 1 or higher standards certified or the CEN 5 or higher certified (Valid Certificate issued in favour of the Bidder by these agencies to be provided by the Bidder as part of the Bid document) Resistance to Fire/Water/Temperature. Provision for external Alarm system.		



18.2		S&G / KABA (or an equivalent make, of high international repute) , Centrally / Remote controllable Dual Combination Electronic Lock of 6+6 digits (with an facility of One Time Combination (OTC) and code generation wherever / whenever required) and audit trail capabilities (without any hardware change) of reputed companies required to open the safe. (Locking Mechanism to comply with Standards like UL 437 VDS Class etc.) (Mention Model).		
18.3		All factory settings, including password for dual combination electronic lock should be changed at the time of handing over the machine and the same should be mentioned in the Installation Report. This will be a pre-requisite for release of payment.		
18.4		Alarm sensors for temperature status, seismic vibration status and chest open status while sending signal/messages to Switch/Management Centre		
18.5		Terminal should be able to change automatically to Supervisory /Maintenance/Out-Of-Service mode, in following cases when: (a) when cabinet/Hood Door is opened (b) Chest/Safe door is opened.		
18.6		Terminal should be able to change automatically to In-Service/Transaction mode, after Chest door and Hood door is locked.		
19.1	Security	Basic alarm sensors with dual combination lock to monitor the following and sending signals/ messages to Switch/ Management Centre. <ul style="list-style-type: none"> • Chest door status • Thermal status • Vibration status • Gyro/Tilt status (ATM should have alarm system with sensors capable of monitoring the above status and having capability to send signals/messages/ alerts in case of Chest Door Open status/thermal status/vibration/fire/hammering/tilting of CD machine).		
19.2		Capable of Remote Key Management - Triple DES/RSA, Certificate or Signature-based. Triple DES chip with encryption / verification / validation software. Should support AES without any additional hardware. Apart from Triple DES encrypted communication EPP, communication from all other devices/ components of ATM should also be encrypted triple DES enabled.		
19.3		ATM should be pre-installed with white listing application solutions. All bidders must provide White listing solution with following features- 1)The solution must ensure that only "white listed" applications run on the ATM 2)The solution must prevent the execution of any non-white listed files on the machine. All CDs should be adequately hardened. No malware including viruses, worms & Trojans enter the machine and affect the CD and the network		
19.4		Card reader should have a integrated comprehensive Anti-Skimming system/device with following capabilities/ features: 1)Sense any foreign material/device/attachment in surround of the card reader and send message/signal to switch and to the Remote ATM Monitoring Solution (ESQ) deployed by the Bank which takes feed from Switch 2)Should be able to send signal to Switch to put ATM out of service and block the card reader from accepting any more card insertions 3)Block the card reader entry to the card reader slot when such suspicious activity happens 4)It should also have the provision to sense any suspicious anti-cloning activity attempted through insertion of wire or similar mechanism in the ATM machine (Bidder to submit complete details of Anti-Skimming Device).		



19.5		Application should be PCI PA- DSS compliant as on date of supply of CD. Vendor to submit PA - DSS Compliance certificate and link to PCI website.		
19.6		Implement security measures such as BIOS password, disabling USB ports, disabling auto-run facility, applying the latest patches of operating system and other software, terminal security solution, time-based admin access, etc.		
19.7		Implement anti-skimming and whitelisting solution.		
20	CD CABINET	Should hold all the hardware for making above specified activities like processors/Ports/Network Interface Cards etc.		
21	POWER	Power and telecommunications cabling carrying data or supporting CD services should be protected from interception or damage. CD vendors should follow stringent guidelines and best industry practices to protect the systems from unauthorized access and wire-tapping.		
24.1	Additional Security features:	OEM Vendor to provide following services at no additional cost to the bank: point's nos. 24.1 to 24.16.		
24.2		ATM should have dynamic windows password ATM Windows OS should be configured to work in a locked down / restricted mode (with non admin rights).		
24.3		The Windows admin password must be replaced with new one at an interval as defined (say every 2 Hrs).		
24.4		There should be a tracking/database maintained for the Password issued to every ATM and retained for minimum of 12 months.		
24.5		The password must meet the minimum length and upper case and lower case as per security policy defined.		
24.6		The authorized service engineer should retrieve the password from a central helpdesk via email or telephone or SMS on registered email address or mobile number at central help desk of the OEM.		
24.7		ATM should have Unique Key per Terminal (UKPT) for both the keys. (UKPT, a key management scheme where each ATM needs to have a unique key for encrypting data, needs to be implemented on all ATMs.)		
24.8		All keys should be TDES double length keys to secure critical data during transmission and storage.		
24.9		Communication security like SSL/TLS to be used to protect data transmission between ATM & ATM switch: ATM Application should provide a secure communication (SSL / TLS to the host / ATM switch such that the data flowing between ATM & Switch remain secure). Necessary SSL/TLS at the ATM level will be vendor responsibility and back-end switch level will be Banks responsibility. ATM application should also be capable to support MACing.		
24.10		OS hardening is required for protection against unauthorized booting from alternative media & an access to ATM hard disk.		
24.11		Operating System (OS) should be parameterized to log critical changes and incidents and should be monitored on regular basis.		
24.12		ATM machine should come with a pre-installed GPS Tracking System to identify ATM location in case of theft etc. (Bidder to suggest its proposed working and roll out in its technical bid).		
24.13		ATM PC Core and Dispenser should have strong encryption.		
24.14		ATM should have the provision to change the default BIOS password to Banks own Password.		
24.15		Cash dispenser security should be set to physical (level 3) authentication level to thwart any Black Box type of attacks.		
24.16		Should be able to prevent booting from a removable media (including disabling auto play).		
25.01	DIGITAL VIDEO SURVEILLANCE SYSTEM	The Digital Video Surveillance System which shall be the integral part of the CD and shall have the following features :		



25.2	ATM should be integrated with a digital video surveillance system with a primary motion sensitive camera (Portrait, face camera) and should be capable to capture image of the customer approaching and performing transactions at the ATM from both internal and external cameras. Cameras should be positioned to capture image even in extreme low / difficult light conditions which ensures that ensures clear image of the persons entering ATM room.		
25.3	The Camera shall be pilfering proof. Pilfer proof camera with a minimum resolution of 640X480. The image quality should be good and clear enough to assist in establishing identity.		
25.04	Separate Hard Disk for DVR recording (1TB) and above.		
25.05	The system shall capture the image of the Cardholder while doing the transaction and the image shall have the clarity to identify the cardholder.		
25.06	The system shall be capable of motion activation. Support motion detection recording: Video Surveillance System should be able to start recording/capturing images immediately in the event of any movement/motion taking place in the ATM room, apart from normal recording at the time of transactions.		
25.07	Solution must be able to capture & stamp the date, time and transaction information on the video / images.		
25.08	The System should be able to store the images in a digital format for minimum 12 months at an average of 400 transactions per day. The bidder will be responsible for maintenance activities and image retrieval. The backups should be taken during preventive maintenance and supervised by the bidder. The media for backup will be provided by the bank.		
25.09	The system should provide the necessary interface to view the stored images on hard disk or external media.		
25.1	The system shall take care of extreme high/low light conditions.		
25.11	Solution must be able to capture & stamp the transaction information (card number masked to comply with PCI-DSS) on the images.		
25.12	The system shall provide search facility for locating and retrieving an image or event by date and time, card number, transaction number and CDID. The ATM Management 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.		
25.13	The hardware shall be integrated within the CD.		
25.14	The solution must not degrade the performance of CD e.g. speed of normal transaction.		
25.15	The image / video data stored on hard disk should be taken as backup during preventive maintenance on media provided by the Bank and handed over to the concerned branch.		
25.16	There should not be any loss of data due to space constraint. The data backup is to be monitored to ensure that there will not be overwriting after the specified minimum period.		
25.17	At no point of time cameras should focus on CD key pad (mask must be implemented on the key pad area) and the camera images shall have timestamp by default.		
25.18	The solution must not degrade the performance of ATM, e.g. Speed of normal transaction. The solution's health must be capable of monitoring from the ATM Switch of the Bank.		
25.19	The system shall have at least one camera installed Inside the CD and must be capable of integrating minimum four (4) external cameras. Make and model of the DVSS system should be clearly mentioned in the bid offer document.		



26.1	Biometric / Fingerprint Scanner	STQC certified finger print scanner for biometric enabled payment system in the fascia.		
26.2		CD configuration as above along with scanner and thumb / finger print scanning software. CDs should have functionality required for illiterate persons.		
26.3		Trilingual screen support and capable of Voice Guidance. The CD will be connected to the Switch. The switch will identify whether transaction is PIN based or Biometric.		
26.4		ATM to support card based (PIN based) transactions and Bio-Metric (multiple finger minutiae) transaction functionality that is compatible with AEPS & Aadhaar (UIDAI compliant).		
26.5		Secure Biometric scanner that supplies the finger print data to the ATM switch in 800 byte ANSI- INCITS 378-2004 templates in Hex. The Biometric Scanner should be of good quality capable of accepting finger scans in one go and should be STQC certified and compatible with AEPS & Aadhaar specifications		
27	FUNCTIONS (minimum at least)	Interbank operations : Cash withdrawal with facility to select denomination, Balance inquiry, PIN Change, Mini Statement, Fund Transfer (IMPS) Intra Bank Operations: Cash Withdrawal with facility to select denomination, Balance inquiry, Cheque book request, Statement Request, PIN Change and Reset , Mini Statement, Fund Transfer (card to card, to account number), Card Management (Temp blocking, permanent blocking/hot listing, Limit change, enable/disable, add-on card request etc.), Mobile number update etc. Enable linking for 4 accounts like SB, CA, OD, etc. Any other functionality decided by the Bank.		
28	ENVIRONMENTAL REQUIREMENTS	Operating temperature : 0 to +50 Degree Celsius (without Air Conditioner) Storage : -10 to 50 Degrees Celsius Relative Humidity : 5% to 95% (without Air Conditioner)		
29	Rear View Mirror	Rear View Mirrors should allow CD users to see what is happening behind him/her when they enter PIN to prevent shoulder surfing. All CDs should have rear mirrors covering majority area of the CD site, so that shutter can't be closed by unauthorized person.		
30	Shutter	Top locking provision of the shutter should be there so that shutter can't be closed by unauthorized person.		
31	Guidelines and configuration	(i) Implementation of latest directions/ guidelines/ best practices of latest RBI/ Govt/ IBA should be followed considering date of publishing of RFP as cut-off date. (ii) The CD should be enabled with Voice Guidance (Hindi, Odia and English) feature capable of guiding visually challenged as per IBA guidelines. (iii) No additional charges shall be paid for EMV testing, Green pin, card security, card management (limit, feature enable/disable etc.). All ATMs should be EMV card compliant along with, Green pin, card security, card management (limit, feature enable/disable etc.). (iv) All ATM should comply with control measures for ATMs prescribed by RBI vide circular RBI/ 2017-18/206 DBS(CO).CSTIE/BC.5/31.01.015/2017-18 dated 21 June 2018. (v) No additional charges shall be paid for Cassette Swap testing. All ATMs should be compliant to RBI Guideline for Cassette swap.		
32.1	Communication & Connectivity	Machine should have capability to connect to any type of Ethernet network switch (Presently Bank has FIS 7.5 Switch.) Should have Network Interface Card 10/100 Mbps. Should connect to the existing Switches using NDC or DDC device handler.		
32.2		ATM must support TCP/IP, SSL, TLS 1.2 or higher, DNS, MACing.		



32.3		Should support IPv4 addressing and be IPv6 ready. Ability to perform IPv4-IPv6 integration, if required at no additional cost to bank.		
32.4		Ability to support multiple NIC to enable multiple connections.		
33	Others	<p>Able to perform a self-test/ diagnostic test at the time of logout from the maintenance Module. Able to provide help in graphical mode to load consumables in the ATM, like printer stationery Able to provide RP/JP low messages to our Switch/ Management Centre.</p> <p>ATM model should be certified for Switch.(Bidder to provide requisite certificate).</p> <p>Vendor should provide a module for central downloading of Low/High level ATM screens, patches etc.</p> <p>Ability to view the number of notes dispensed / left in each cassette without making ATM out of service from a remote location.</p> <p>ATM should have low Power consumption in operation as well as in idle condition.</p> <p>ATM should be enabled for centrally downloading of distribution etc.</p> <p>Grouting of the ATM should be done as per the Industry Best standard and RBI guidelines.</p>		

- Bidder has to provide any licensed, secure Operating System with GUI. Bidder need to provide the license, product update, security patched and version upgrades, if any without any additional cost.
- Bidder should take care of the support of the OS during the contract period. Necessary OEM certificate should be provided along with the Technical Bid.
- Furthermore the bidder should ensure that all update, patch and upgrade will be installed on time with minimal downtime, there should be no disruptions of service and there should not be any performance related issues faced.
- Furthermore, if the bidder is proposing Windows OS then minimum version should be Windows 10 or high. The Bidder should ensure that the proposed OS should have support and maintenance period of no less than 7 years from the date of Issue of Purchas order.
- Compatible with FIS IST Switch version 7.5 or above.
- Compatible with underlying networking Technologies like RF, VSAT, Leased Line, CDMA, ISDN etc.
- Reversal Message of Transactions.
- Multilingual Software for Customer display to support at least Hindi, Odia and English.
- Remote Retrieval of Journal particulars electronically (EJ pulling) to any vendor of bank's choice along with own ATM Management Solution.
- Remote login facility for such utilities like Remote load of screens, to shutdown / start cash dispenser to make cash dispenser clear fitness etc.
- Trace features (provide log file for all messages received and sent by Cash Dispenser. Especially in networked conditions, log should provide information from where the message is received and to which the message sent. i.e. Source and Destination Machines should be identifiable through the logs)
- Following software reqd.
 1. Remote Key Distribution
 2. Software distribution capability.
- 100/10000 Mbps Ethernet Controller
- At least one serial port and one parallel port each
- Minimum 4 USB (USB Port for copying EJ files) with at least 2 on the front side.
- Mechanism for Battery Backup for BIOS must be there.
- Operator Panel / consumer screen for updating the cash counter, FLM activities etc.



- ATM should have supervisory Menu which provides an interface for day to day operations. Such interface should be accessible using existing modules on the ATM without connecting external input devices like keyboard and mouse.
- In case such interface requires external input devices like keyboard and mouse, vendor to provide the same for each machine. Inbuilt keyboard and mouse is preferable.
- ATMs to be enabled with Voice Guidance with Text-to-Speech fully fledged voice guidance solution for the with necessary and voice files and hardware including internal speakers and head phone jack.
- Successful Bidder to ensure that all ATMs provided by them should provide the voice guidance for visually impaired persons with necessary software/ utility/ voice files/requisite hardware like internal speaker and ear phone jack slot etc.; which should be able to guide the visually impaired cardholder with full-fledged voice guidance so that he/she should be able to do all types of transactions. This should be in line with IBA/Govt of India guidelines for enabling visually impaired persons to transact at ATMs. ATM should have support for Text to Speech or any inbuilt feature through which visually impaired is guided for all ATM transactions which a normal person does at ATMs. The visually impaired person should be able to hear account balance and should also be able to do cash withdrawals for any amount, apart from other The Voice guidance solution should be enabled and be activated with insertion of earphone jack into the given slot by the cardholder.
- ATM should have capability for upgradation at a future date for enabling transactions through Contact less cards or NFC cards which only needed to be waved close to the reader and enter PIN to operate, so that it act as deterrent against any kind of skimming here data from the card is copied and misused.
- ATM should also have capability to integrate QR code scanner ready for future requirements of scanning QR code from mobile phones by simply attaching a reader.



Annexure T – ATM Management Solution

Bank requires a complete ATM Management Solution to manage all ATM CDs, monitor system status, configure without manual interventions with below major points.

- i. Centralized data pulling
 - a) Electronic Journal (EJ) pulling
 - b) Image/Video pulling captured by internal and linked external cameras
 - c) System log backup
 - d) Event capture & Notification
- ii. Monitoring System health
- iii. User level configuration

This is a part of the Scope of Work.

1. Centralized data pulling

Electronic Journal Pulling

- i) The bidder has to provide the facility to extract the electronic journals for all the transactions in the ATM Sites to a centralized location server and should provide EJ viewing facility to the Bank.
- ii) Should have EJ archival and retrieval facility along with built-in EJ viewer with search & print facility.
- iii) The bidder to ensure that the success rate of EJ pulling is at least 95% on each end of transaction basis and 100% on T + 1 hour basis.
- iv) The EJ must be in the specified format as per agreed by Bank and may be encrypted with private key if required by Bank.
- v) Messages transferred to be encrypted with time stamp to prevent unauthorized access.
- vi) The EJ format must be consistent for all transaction (both success and failed) and should be easy to import to Microsoft Excel and any SQL RDBMS.
- vii) The ATM Management Solution must ensure pulling Electronic Journals from ATM Sites and archival of the same at least for a period of 6 months or as decided by the Bank. The Bidder has to provide the Electronic journals to Bank's reconciliation team on T+1 basis at the desired location as decided by Bank.
- viii) Solution offered by the bidder, should be compatible & capable of working on third party software for EJ pulling services i.e. EJ Tranxite agent, IQSD, Radia, SDMS, InfoBase etc. and / or any other agent that the successful Bidder may deploy and in no way should hamper the functionality of the ATMs/CDs.
- ix) In case of malfunctioning of software/hardware, bidder shall make necessary arrangement to copy data on daily basis to a remote folder and provide the same as and when required. If the ATMS/ CDs disconnects or EJ Pulling software needs to be re-installed, bidder shall be responsible to rectify the issues within 8 Hours of raising the call and Bank will not be responsible for the same.
- x) MIS Reports may be made available as per customization required by bank.
- xi) Capable of resuming job automatically in case of communication failure.
- xii) Should automatically register ATMs that come live on the network
- xiii) Should maintain Audit Trail to track all activities.

Image/Video pulling captured by internal and linked external cameras

- i) The bidder has to provide the facility to retrieve the image/video captured by internal and linked external cameras for all the transactions in the ATM Sites to a centralized location server and should provide image/video viewing and downloading facility to the Bank.
- ii) Images/Videos should be available at server preferably near real time but not delayed more than 6 hours.
- iii) The ATM Management Solution must ensure pulling images/videos from ATM Sites and archival of the same at least for a period of 6 months or as decided by the Bank.



System log backup

- i) The bidder has to provide the facility to retrieve system logs of ATM CDs to a centralized location server and should provide viewing and downloading facility to the Bank for audit/analysis.
- ii) Monitoring reports, configuration changes should also be tracked and recorded for audit purpose.
- iii) The ATM Management Solution must ensure archival of the same at least for a period of 6 months or as decided by the Bank.
- iv) Should maintain Audit Trail to track all activities

Event capture & Notification

- i) The bidder has to provide the facility to trigger different activities on specific events.
- ii) Some of Events may be as under
 - (1) Low media warning for all consumable items e.g. notes/bills, printer paper roll etc.
 - (2) Computer start, shut down, reboot, crash, major OS change e.g. upgrade, patch update etc.
 - (3) Network link failure, link restore, packet drop
 - (4) Threats like Fire, vibration, tilt etc.
- iii) Some of action may be as under
 - (1) Notification over email, SMS and IVR call.
 - (2) Video capture.
 - (3) Ring alarm/siren.
- iv) Should maintain Audit Trail to track all activities

2. Monitoring System health

- a) System Status of all ATM CDs must be monitored by the ATM Management Solution on real time basis.
- b) Dashboard interface should be made available for Bank staff to get immediate status of ATM CDs.
- c) All critical parameters and performance metrics of the ATM CDs should be monitored including (but not limited to) below.
 - a. Processor utilization
 - b. Processor Temp
 - c. Network utilization
 - d. Disk/IO parameters
 - e. Antivirus status
 - f. List of hardware and software installed
 - g. Bandwidth utilization
- d) ATM CDs should be compatible with the monitoring tool (Manage Engine) of Bank/vendor of Bank to be integrated.
- e) Bank may provide standard online switch feed for monitoring the health status of ATM Sites deployed by the Bank. Bidder should develop web based application or any other interface for monitoring ATM Sites without any additional cost to the bank and also share the monitoring tool with the Bank. This is purely under Bank's discretion to avail such facility.
- f) Should maintain Audit Trail to track all activities.
- g) Remotely poll devices at intervals that detect problems immediately after occurrence.
- h) Detect events that exceed set thresholds
- i) Browser-based solution to enable branches to log incidents and track resolutions.
- j) Automatic escalation tools and procedures.
- k) Customized report options.
- l) Display the client version running on terminals, version-wise with drill down capability up-to record level.
- m) Display the count and list of terminals whose policies are not updated (agewise).



- n) Display the # of threats/violations identified and stopped during vulnerability scans (virus/malware/firewall).
- o) Display the # of threats/violations identified and stopped during vulnerability scans (virus/malware/firewall).
- p) Display the # of attempted execution/installation of unauthorized software and hardware components.
- q) Display the status of hard disk encryptions (aligned, warnings, violations) of the security policies, vendor-wise.
- r) Display the # of scan failures reported from terminals.
- s) Display the # of white-listed applications, OEM vendor-wise.
- t) Display the # of USB/ports blocked or un-blocked OEM vendor-wise.
- u) Display the availability factor of the ATMs with drill-down capabilities
- v) (Overall, Circle-wise, Network-wise, AO Wise, Region-wise, Branch-wise, ATM-wise).
- w)

3. User level configuration

- a) Interface should be provided to Admin users of Bank to update Display Screens as required remotely on all ATM CDs.
- b) Screen distribution should be platform independent – should support windows 10 or any other higher Operating Systems installed on ATMS/ CDs deployed / to be deployed by the Bank.
- c) The solution should support PCX, GIF, MPEG, FLC, FLI and other image, audio, video file formats.
- d) Solution offered should be capable of distributing screens, audio files, antivirus software and patches at specified ATMS/ CDSs across India and also should be capable of roll back if brought to the previous state. All necessary hardware, software etc. required for this purpose (if not installed on any of the ATMS/ CDSs) shall be provided by the Bidder without additional cost to Bank.



Annexure U - Details of support infrastructure available with bidder

However, Bidder's representative and local office at Bhubaneswar will be the contact point for the Bank. The Bidder is responsible for managing the activities of its personnel or the Personnel of its franchisees and will be accountable for both.

PLEASE REFER TO ELIGIBILITY CRITERIA

S No:	Name of Regional Office Location	Contact details with names , address , contact Number, e- mail ID etc.	Specify whether direct service centres or exclusive franchisee service centres or authorized service centres	Number of Service Engineers Attached for ATM CDs
1.	Angul			
2.	Balasore			
3.	Bhadrak			
4.	Cuttack			
5.	Dhenkanal			
6.	Jajpur			
7.	Jagatsinghpur			
8.	Kendrapada			
9.	Bhubaneswar			
10.	Keonjhar			
11.	Khurda			
12.	Mayurbhanj			
13.	Nayagarh			
14.	Puri			

We hereby certify that the details of direct service centers or exclusive franchisee service centers or authorized service centers mentioned above are of our own.

Authorized Signatory

Name and Designation

Office Seal

Place:

Date:



Annexure V – Eligibility Criteria

The General Manager
Odisha Gramya Bank
IT Department,
Gandamunda, Khandagiri,
Bhubaneswar – 751030.

SUB: Your RFP No. _____ dated _____
for _____.

We have carefully gone through the contents of the above referred RFP and furnish the following information relating to Eligibility Criteria as stipulated in the RFP.

Sl. No.	Eligibility Criteria	Supporting Documents	Documentary proof Submitted (YES /NO)
1	<p>The bidder is registered as a company in India as per Companies Act, 1956/Registered Partnership Firm (operating in the line of business) and should have been in operation for a period of at least 5 years as on date of RFP.</p> <p>In case the Bidding Company is the result of a merger / acquisition, at least one of the merging companies should have been in operation for at least 5 years as on date of submission of the bid.</p> <p>In case the Bidding Company is the result of a demerger / hiving off, at least one of the demerged company or resulting company should have been in operation for at least 5 years as on the date of submission of bid.</p>	<p>The Certificate of Incorporation issued by the Registrar of Companies along with copies of Memorandum and Articles of Association/ partnership deed (in case of Partnership Firm) are to be uploaded along with technical bid. (Documentary proof should be attached).</p>	



Sl. No.	Eligibility Criteria	Supporting Documents	Documentary proof Submitted (YES /NO)
2	<p>The Bidder should have a minimum turnover of ₹ 50 Crores per annum in each of the last three financial years In India (not inclusive of the turnover of associate companies).</p> <p>In case the Bidding Company is the result of a merger / acquisition, due consideration shall be given to the past financial results of the merging entity for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of OGB will be treated as final and no further correspondence will be entertained on this.</p> <p>In case the Bidding Company is the result of a demerger / hiving off, due consideration shall be given to the past financial results of the demerged company for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of OGB will be treated as final and no further correspondence will be entertained on this.</p>	<p>Audited Financial statements for the financial year 2019-20, 2020-21 and 2021-22 AND CA Certificate indicating the sales Turnover for the previous financial years mentioned above.</p>	



Sl. No.	Eligibility Criteria	Supporting Documents	Documentary proof Submitted (YES /NO)
3	<p>The bidder should have positive net worth for at least one year out of past three financial years i.e. 2019-20, 2020-21 and 2021-22 or calendar years 2020, 2021, 2022.</p> <p>In case the Bidding Company is the result of a merger / acquisition, due consideration shall be given to the past financial results of the merging entity for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of OGB will be treated as final and no further correspondence will be entertained on this.</p> <p>In case the Bidding Company is the result of a demerger / hiving off, due consideration shall be given to the past financial results of the demerged company for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of OGB will be treated as final and no further correspondence will be entertained on this.</p>	<p>The relevant documents including Balance Sheet/Profit and Loss Account/Certificate from Statutory Auditors certifying the financials are to be submitted as part of the proposal</p>	
4	<p>ISO/TL Certificate: The Bidder should have required level of ISO 9001:2008, ISO 14001:2004 and ISO 27001 certification related to ATM Manufacturing & Services, Customer services and Security.</p> <p>Latest Valid ISO Certificate of the Manufacturing / Assembly / integration facilities should be submitted.</p>	<p>Bidder should upload a copy of relevant ISO certificate need to be produced along with the Technical bid</p>	



Sl. No.	Eligibility Criteria	Supporting Documents	Documentary proof Submitted (YES /NO)
5	<p>The Bidder should be original equipment manufacturer (OEM) for ATMs/CDs or premium partner / authorized reseller of the ATMs/ CDs in India. The Bidder must be in position to provide support / maintenance / upgradation during the period of contract with the Bank.</p> <p>Bidder, be it OEM or premium partner / authorized reseller, to submit a letter of authorization / Manufacturer Authorization Form (MAF) as per format provided in Annexure E of this RFP.</p> <p>Either OEM of ATMS/ CDs or only one of its premium partner / authorized reseller in India shall participate in this RFP.</p>	<p>Bidder should upload the scanned copy of OEM authorization letter or MAF or agreement.</p>	
6	<p>The bidder should have supplied and installed at least 400 Nos. of ATM/CDS each in at least two Public/Private sector Banks in India, in the last 3 financial years 2013-14, 2014-15 and 2015-16 other than Odisha Gramya Bank. Satisfactory Certificate from the client from each bank as per format provided in Annexure H along with documentary proof should be submitted along with the technical bid.</p>	<p>The Bidder should upload the copy of referenced Purchase Order / Work Order (including Referee names and contact details) and performance certificate from existing customer(s) on letter head of customer or e-mail testimonial from existing customer(s).</p>	
7	<p>Bidder cannot sub-contract the any of project activities to any other company or firm. Wherever specific skill set is required during the implementation and support period, the portion of the activity can be carried out through third party vendor within the obligation of Bidder.</p>	<p>Self-declaration in bidder's letterhead to be submitted with list of activities to be sub-contracted with vendor's name.</p>	
8	<p>The bidder must have presence with direct service centres or exclusive franchisee service centres or authorized service centres in our regional office locations. These locations should be staffed with support personnel with experience in service support of ATMS/ CDS/peripherals / equipment proposed to be procured under this bid. Bidder to provide a list of service center/franchises with full details with address and contact of service engineers as in Annexure U of the RFP along with the technical bid.</p>	<p>(Documentary proof should be attached). Undertaking letter is to be submitted for providing the service within the Service level mentioned in the RFP. Bidders not having support infrastructure for the ATM CDs are not eligible.</p>	
9	<p>The proposed make and model of Cash Dispenser should have capability to work with FIS IST 7.5 Switch version or Higher as on the date of submitting the bid. Bank may seek confirmation from such banks / switch vendors.</p>	<p>Undertaking letter / Confirmation letter from the participating Bidder with details of banks in India and FIS IST switch version or equivalent switch version.</p>	



Sl. No.	Eligibility Criteria	Supporting Documents	Documentary proof Submitted (YES /NO)
10	The bidder should submit a certificate issued by their company secretary or equivalent authorised signatory, certifying that all the components/parts/assembly/software quoted/used in the ATMS/ CDs and any other equipment were original/new components/parts/assembly/software, and that not refurbished/ duplicate/second hand components/parts/assembly/software were being used or would be used.	Bidder to submit the certificate as per format provided in Annexure - I of the RFP along with the technical bid. (Documentary proof should be attached)	
11	The bidder should submit a letter of undertaking stating to agree to abide by all the terms and conditions stipulated by the Bank in the RFP including all annexures, addendum and corrigendum for the supply and installation of ATMS/ CRMs at its Branches and other offices located across the command area of bank based on the requirements, specifications, terms and conditions laid down in this Request for Proposal (RFP).	Bidder to submit the letter as per format provided in Annexure F & Annexure G of the RFP along with the technical bid. (Documentary proof should be attached).	
12	The bidder must comply with government's rules and regulations like minimum wages act, Provident fund and ESIC facility standard.	Proof of compliance and labour license needs to be submitted along with the quotation	
13	The bidder should not have been blacklisted or de-empanelled due to unsatisfactory service, by Odisha Gramya Bank or in any Head Government / PSU / Banking / Insurance company / RBI / IBA in India within last one year as on date of the RFP.	Bidder to upload the Self Declaration certificate as per format provided in "Annexure E - Declaration for Clean Track Record" of the RFP along with the technical bid. (Documentary proof should be attached).	
14	Bidder should have either owned or subcontracted service / support infrastructure at Odisha, Chennai and Hyderabad and should be able to provide efficient and effective support.	Self- Declaration on Bidder's letter head	
15	The bidder should submit a duly signed Integrity Pact in original	The Integrity Pact is to be executed in non-judicial stamp paper of worth ₹ 100/- in conformity to CVC format as per "Annexure K – Integrity Pact"	
16	The bidder should bid directly. The bidder should not bid through third party or any other agency	Bidder should upload a self-declaration on bidder's letter head.	



Sl. No.	Eligibility Criteria	Supporting Documents	Documentary proof Submitted (YES /NO)
17	The proposed make and model of Cash Dispenser should have capability to work with FIS IST 7.5 Switch version or Higher as on the date of submitting the bid. Also the same should be compatible with any of switch vendors working with NPCI, so that in case of change in switch, the ATM CDs will be full compatible and all functionalities will work. Bank may seek confirmation from such banks / switch vendors.	Undertaking letter / Confirmation letter from the participating Bidder with details of banks in India and FIS IST switch version or equivalent switch version. Bidder also need to undertake that the supplied ATM CDs will also be compatible with all reputed ATM switch vendor working in line with NPCI, so that in case of change in switch, the ATM CDs will be full compatible and all functionalities will work.	
18	Bidder should not have any instance of undue delay in payment of salaries to their engineers or staff in last 3 years. (This is to ensure less iteration within the bidder's company and to ensure long-term engagement of an engineer in Bank's project).	Bidder should upload a self-declaration on bidder's letter head.	