

Request for Proposal

**Supply, Installation, Configuration and Maintenance/
Technical Support of Micro ATM Devices & Micro
ATM solution in OPEX/HOSTED model**

RFP No.: JKGB/IT/RFP/2018-4162

Dated: 15-11-2018

Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. 'Bank' means 'J&K Grameen Bank'.
2. Recipient, Respondent, Vendor, Bidder, Company means the respondent to the RFP document.
3. RFP means the Request For Proposal document
4. OEMs means "Original Equipment Manufacturers"
5. Bidder, Bank shall be individually referred to as 'Party' and collectively as 'Parties'
6. Tender means RFP response documents prepared by the bidder and submitted to J&K Grameen Bank.
7. Micro ATM Solution/Centralized Server/Aggregator refers to as Solution offered by vendor in OPEX/HOSTED model.
8. Micro ATM/Handheld device/POS refer to as physical AEPS enabled Micro ATM Machine will be purchased by bank.
9. UIDAI refers to Unique Identification Authority of India
10. NPCI refers to National Payments Corporation of India
11. RBI refers to The Reserve Bank of India
12. STQC refers to Standardization Testing and Quality Certification
13. SLA refers to Service Level Agreement
14. EMD refers to Earnest Money Deposit
15. BG refers to Bank Guarantee
16. PBG refers to Performance Bank Guarantee
17. M/s FIS (Fidelity Information System) refers to Bank's ATM Switch Vendor.
18. CBS refers to Core Banking Solution i.e. FINACLE provided by M/s Infosys.
19. BIS refers to Bureau of Indian Standards.
20. IBA refers to Indian Banks' Association

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1. Introduction

1.1 Introduction

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling J&K Grameen Bank ("the Bank") to select a vendor for Supply, Installation, Configuration and Maintenance/Technical Support of Micro ATM Devices and Micro ATM solution in hosted model for Business Correspondents of the bank in J & K state.

The RFP document is not recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful vendor as identified by the Bank, after completion of the selection process as detailed in this document.

The Bank has 217 branch offices across the length and breadth of the J & K state. The products and services offered by the Bank include demand deposits, time deposits, working capital finance, term lending, trade finance, retail loans, government business, Bancassurance business, mutual funds and other services like Lockers. All the branches and offices of the Bank are computerized and Core Banking solution has been implemented in all the branches. Core Banking solution has been provided by M/s Infosys. Bank's ATM Switching Services are being provided by M/s Fis Global Pvt. Ltd. in hosted model.

1.2 Information Provided

The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.

1.3 For Respondent Only

The RFP document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent") i.e. Government Organization / Public Sector Undertakings (PSU) / Limited Company or a partnership firm and no other person or organization.

1.4 Confidentiality

The RFP document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to the Bank. The Bank may update or revise the RFP document or any part of it. The Recipient accepts that any such revised or amended document will be subject to the same confidentiality undertaking.

The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with the Bank or any of its customers or suppliers without the prior written consent of the Bank.

1.5 Costs Borne by Respondents

All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Recipient / Respondent.

1.6 No Legal Relationship

No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.

1.7 Recipient Obligation to Inform Itself

The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

1.8 Evaluation of Offers

Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of vendor, not limited to those selection criteria set out in this RFP document.

The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

1.9 Errors and Omissions

Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than last date of receiving clarifications.

1.10 Standards

All standards to be followed will adhere to Bureau of Indian Standards (BIS) specifications or other acceptable standards.

1.11 Acceptance of Terms

A Recipient will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document.

2. RFP TERMS

J&K Grameen Bank (JKGB) hereinafter referred to as "the Bank", was established on 30th June 2009 after amalgamation of two erstwhile RRBs viz. JRB and KRB in accordance with GOI Notification dated 30th June 2009 issued under sub-section (1) of section 23A of the RRB Act, 1976 (21 of 1976). The Bank is being sponsored by J&K Bank Ltd.

Detailed information of J&K Grameen bank is available at Banks website www.jkgb.in.

2.1 AUTHORIZATION TO BID

The proposal/bid being submitted would be binding on the bidder. As such it is necessary that authorized personnel of the firm or organization sign the BID. The designated personnel should be authorized by a senior official of the Organization having authority. The letter should also indicate the complete name and designation of the designated personnel.

2.2 INSTRUCTION TO BIDDERS:

For purposes of the RFP, J&K Grameen Bank will be referenced to as "Bank" through-out this RFP document.

TWO BID SYSTEM OFFER

Two copies of the offers (both Technical & commercial) must be submitted at the same time, giving full particulars in TWO SEPARATE sealed envelopes at the Bank's address given below, on or before **1700 hours Dec 15, 2018:**

**Office of the General Manager,
J&K Grameen Bank,
Head Office, Narwal
Jammu- 180 006 (India)**

Offers received after the last date and time specified for such receipt will be rejected. All envelopes should be securely sealed and stamped.

All the SEPARATE sealed envelopes containing offers must be submitted to the Bank directly as under:

Envelope-T: Technical [Original] & Technical [Duplicate]

Envelope-C: Commercial [Original] & Commercial [Duplicate]

Each of the above set of offer must be labelled with the following information:

Type of Offer: (Technical or Commercial)

Copy: (Original or Duplicate)

RFP Reference Number:

Due Date:

Name of the Bidder:

The Duplicate Offer must be identical in all respects to the Original offer submitted to the Bank, and must contain all the above information specified.

ENVELOPE- T (Technical Offer): [2 Copies i.e., Original and Duplicate]

The Technical offer (T.O) should be complete in all respects and contain all information asked for, **except prices**. The Technical Offer should not contain any price information. The Technical offer should be submitted in 2 copies in a closed envelope to the Bank (marked as original and duplicate). The T.O. should be complete to indicate that all products and services asked for are quoted and all terms adhered to.

EMD in the form of BG should be kept in original in Technical Offer being submitted to the Bank.

The EMD submitted by the unsuccessful Bidders will be returned soon after the completion of the process but not later than sixty (60) days after the expiration of the period of Bid validity. The EMD of the successful Bidder will be returned after successful installation of the device mentioned in the Purchase Order.

ENVELOPE-C (Commercial Offer): [2 Copies – i.e., Original and Duplicate]

The Commercial Offer (C.O) should give all relevant price information and should not contradict the Technical Offer in any manner. The Commercial offer should be submitted in 2 copies in a closed envelope to the Bank (marked as Original and duplicate).

Technical and Commercial Offers must be submitted separately, in different envelopes. It may be noted that if any envelope is found to contain both technical and commercial offers, such offer will be rejected.

2.3 FORMAT FOR TECHNICAL OFFER:

The Technical Offer should be made in an organized, structured and neat manner along with Brochures/leaflets etc., should not be submitted in loose form and should also be mandatorily paginated.

The suggested format for submission of Technical Offer is as follows:

- i. Index
- ii. Tender Fee
- iii. Earnest Money Deposit (EMD)
- iv. Covering letter. This should be as per **Annexure 2**.
- v. A statement that the Bidder is agreeable to the Service Level agreement as detailed in the RFP as **Annexure 1**.
- vi. Details of the Bidder, as per **Annexure 5**.
- vii. Technical Proposal and capabilities Write-ups.
- viii. Bidder's Certificate of incorporation.
- ix. Bidder's Financial Details (Balance Sheets & Profit and Loss account etc. For FY 2015-16, 2016-17, 2017-18,)
- x. At least one of the following accreditations /certifications which is valid as on the date of issue of this RFP: ISO9001:2008, ISO27001, SEI CMMi Level3.
- xi. Self-Declaration letter by duly authorized Bidder signatory stating non-blacklisting by any Government of PSU enterprise.
- xii. Authorization/ Partner letters from OEM for Micro ATM device.
- xiii. Documentary evidence of having executed supply, installation and maintenance of Micro ATM devices in the last 3 years in India. Bidder should submit proof of implementation along with Purchase Orders (without commercials) or letter from user organization mentioning successful implementation and maintenance of the device.

2.4 FORMAT FOR COMMERCIAL OFFER:

The Commercial offer must not contradict the Technical Offer in any manner. The suggested format for submission of Commercial Offer is as follows:

- i. Index
- ii. Item wise commercial summary of the device(s) and the solution.
- iii. All the sheets should be properly paginated.

- iv. The quoted prices shall be all inclusive but exclusive of GST. There will be no price escalation for the total period for which commercials have been quoted. The commercial should not contain anything other than pricing part.

2.5 OPENING OF OFFERS:

Offers received within the prescribed closing date and time will be opened in the presence of Bidder representatives who choose to attend the opening of the Offer on the date and time specified below:

RFP Reference No.	RFP No. JKGB/IT/RFP/2018-4162
Date of tender publication/uploading	Nov 15 ,2018
Tender Fee	INR 5,000/- Only
EMD (Earnest Money Deposit)	INR 5,00,000/- Only
Last Date for Pre Bid clarifications/meeting	Nov 30, 2018 upto 5:00PM at Head Office Jammu
Last Date & Time for Receipt of Technical & Commercial Offers	Dec 15, 2018 upto 5:00PM at Head office Jammu
Date & Time of Opening of Technical Offer	Dec 21,2018 at 5:00PM at Head office Jammu
Date & Time of Opening of Commercial Offer	Shall be communicated separately
Address of Communication	Office of General Manager, J&K Grameen Bank Head office, Narwal Jammu- 180 006
Email ID	microatm.it@jkgb.in
Web Site Details	www.jkgb.in

Note: The Bidder representatives present shall sign a register of attendance at the time of opening of commercial offers.

2.6 TENDER DOCUMENT AND FEE

This document can be downloaded from Bank's website <http://www.jkgb.in>. In that event, the bidders should pay the cost of the tender document by means of DD drawn on any scheduled Bank in favor of J&K Grameen Bank, payable at Jammu and enclose the same to Technical Bid of this tender.

2.7 OFFER VALIDITY PERIOD

The Offer should hold good for a period of three months from the date of submission.

2.8 PROPOSAL OWNERSHIP:

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

2.9 MODIFICATION & WITHDRAWAL OF OFFERS:

Bidders are not allowed to modify their offers once submitted. However, the Bidders are allowed to withdraw their offers any time before the last date and time specified for receipt of offers. No offer can be withdrawn by a BIDDER after the closing date and time for submission of offers.

2.10 PRELIMINARY SCRUTINY:

Offers from Bidder not meeting the eligibility and technical criteria will be rejected. The Bank will scrutinize the offers received to determine whether they are complete and as per RFP requirements, whether technical documentation as asked for and required to evaluate the offer has been submitted, whether the documents have been properly signed and whether items are offered as per the RFP requirements.

2.11 CLARIFICATION OF OFFERS:

To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all Bidder for clarifications on the offer made by them. The request for such clarifications and the Bidder response will necessarily be in writing.

2.12 NO COMMITMENT TO ACCEPT ANY OFFER:

The Bank shall be under no obligation to accept any Offer received in response to this RFP and reserves its right to reject all offers including incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of purchase as and when need is felt. The Bank will not be obliged to meet and have discussions with any BIDDER or to entertain any representations.

2.13 BID DOCUMENTATION:

Technical information in the form of Brochures/Manuals/CD etc. must be submitted in support of the Offer made.

2.14 ERASURES OR ALTERATIONS:

The Offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled in.

2.15 NEGOTIATIONS:

It is absolutely essential for the bidder to quote the lowest price at the time of making the offer in their own interest, as the Bank will not enter into any price negotiations, except with the lowest bidder whose Offer is found to be technically in line with the RFP specifications.

Authorized Representatives of Company:

Bank will only discuss the solution with company staff. The Bidder authorized representatives shall mean their staff. In no circumstances any intermediary (which includes Liaising Agents, marketing agents, commission agents etc.) should be involved during the course of project. No subletting of the contract by OEM or System Integrator will be allowed under any circumstances.

Partnership / Collaboration / Subcontracting

The bidder is fully responsible for deliverables for the project irrespective of their constitution and arrangements with OEMs. No subcontracting, partnership, collaboration shall be allowed.

2.16 SHORT-LISTING OF BIDDER:

The Bank will prepare a short-list of technically qualifying bidders and the commercial offers of only those Bidders will be opened. The date and time of opening of Commercial Offers of the Bidders whose Offer is technically in line with the RFP requirements have been provided in the RFP.

2.17 LIABILITIES TO J&K GRAMEEN BANK:

This RFP is not an offer by the Bank, but an invitation for bidder responses. No contractual obligation on behalf of the Bank, whatsoever, shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officers of the Bank and the bidder.

2.18 PROPOSAL PROCESS MANAGEMENT:

The Bank reserves the right to accept or reject any/all proposal/ to revise the RFP, to request one or more re-submissions or clarifications from one or more bidder, or to cancel the process in part or whole. No bidder is obligated to respond to or to continue to respond to the RFP. Additionally, the Bank reserves the right to alter the requirements, in part or whole, during the RFP process. Each party shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFP and contract negotiation processes.

2.19 CONFIDENTIALITY PROVISION:

The information provided by the Bank herein and all other information provided by bidder in connection with the services offered to be provided by the bidder pursuant to this RFP, are to be treated by bidder as strictly confidential and proprietary. Such materials are to be used solely for the purpose of responding to this request. Access shall not be granted to third parties except upon prior consent of Bank and upon the written agreement of the intended recipient to treat the same as confidential. Bank may request at any time that any of Bank's material be returned or destroyed.

2.20 EARNEST MONEY DEPOSIT (EMD):

Bidders are required to give EMD by way of Bank Guarantee valid for 180 days from the due date of the RFP for **Rs.5,00,000/- (Rupees Five lakhs only)** as Earnest Money Deposit (EMD) along with their Offer. Offers made without EMD will be summarily rejected. The format for the Bank Guarantee is attached to this RFP document as Annexure 3. If the successful Bidder fails to provide the devices and solution ordered within the stipulated time schedule or by the date extended by the Bank, the same shall be treated as a breach of contract. In such case, the Bank may invoke the Bank Guarantee/ EMD without any notice.

2.21 PERFORMANCE BANK GUARANTEE:

The successful Bidder is required to submit a PBG (performance Bank guarantee) for an amount of 20% of the Purchase Order value valid for the period of warranty of the device and solution (whichever is later). The format for the Performance Bank Guarantee is attached to this RFP document as Annexure 4.

2.22 SERVICE LEVEL AGREEMENT

The Service Level Agreement is enclosed as **Annexure 1**.

2.23 Eligibility of the Bidder

1. The Bidder submitting the offers should be a Registered Company in India under the Companies Act, 1956 having minimum net sales turnover of Rs.1.00 crores per year in the last three financial years i.e 2015-2016, 2016-2017 and 2017-2018. This must be the individual Company's turnover and not that of any group of Companies. Copy of the certificate of incorporation should be enclosed as documentary proof.
2. The Bidder Company should have made profits in the last three financial years i.e. 2015-2016, 2016-2017 and 2017-2018. A copy of last three financial years' relevant audited balance sheets should be submitted with the offer.
3. The original manufacturer (OEM) should have ISO 9000 / ISO 9001 certification for Design & manufacturing of MicroATM device. Necessary certificate should be enclosed.

4. The Bidder should have a minimum One Year of Business Experience of supply & maintenance of MicroATM enabled with Secured Biometric Scanner/readers enabled with mag-strip and chip Card readers in India. The bidder should have supplied such MicroATMs in at least One (1) Bank in India during last 1 year and such MicroATMs should successfully operate from last 3 months. (Copy / copies of purchase order and reference letters to be enclosed).
5. Bidder should have own / franchisee support service centres with requisite technical support & technical personal to provide prompt and efficient services. This should in particular be available at the rural / semi-urban areas, villages, blocks, districts, cities, zones identified by Bank where the Bidder is required to implement the proposed solution. The bidder should submit list of such support centres across India covering the locations.
6. Bidder must comply with guidelines issued by RBI, IBA and UIDAI for the Financial Inclusion Project etc.
7. The Bidder should not have been blacklisted by any government organization / banks. Self-declaration to that effect should be submitted along with the technical bid.

3. Project Details

3.1 Introduction and Project Overview

The J&K Grameen Bank is floating the RFP to select a vendor for Supply, Installation, Configuration and Maintenance/Technical Support of Micro ATM Devices and Micro ATM solution in OPEX model at BC points in J & K state.

3.2 PURPOSE OF THIS RFP

The purpose of this RFP is to invite bids for selecting a Bidder for Supply, Installation, Configuration, integration and Maintenance/Technical Support of Micro ATM Devices with following features:

- Micro-ATM standards version 1.5.1 or above (whichever is latest) of RBI, IBA and UIDAI in hosted model (OPEX model).
- Fingerprint, Photograph, demographic data, Mag-strip card, smart card data capturing facility.
- Capable of Connecting to the solution of bidder through SIM card using GSM/CDMA or Internet data or through PSTN or through TCP/IP OR Wi-Fi.
- STQC certified.
- Provided with Magnetic strip swipe / EMV card reader.
- PINPAD.

- Inbuilt Keyboard.
- Printer.

Bank intends to extend banking services to the un-banked areas through FI Project. The Bank desires to implement the project through a proven and upgradeable technology. The proposed solution shall include technological solution, technical services and facilities management.

The Bank invites complete and technically competitive bids from reputed Bidders for providing Micro-ATM devices along with the solution to integrate with bank's CBS and/or bank's switch. The project shall include supply, commissioning, installation, up gradation, customization, maintenance and management of the entire implementation through the entire period of contract which will be for a period of 5 years.

The Proposed solution shall be compliant with the current Micro-ATM standards and guidelines issued by Government / UIDAI / RBI / IBA / IDRTB authorities and/or other statutory authorities from time to time with regard to FI & micro ATMs and shall be capable of upgradation as and when required to meet the statutory and regulatory compliance requirements.

3.3 PROJECT SCOPE

Bank will award the contract to the successful Bidder and the Bidder should deliver the product with the following scope:

- Supply, Installation, Configuration and Maintenance of Micro ATM machines as per technical specifications (Annexure 07(C)). Micro ATM devices shall be purchased by the bank whereas end to end solution must be OPEX based & will be hosted, managed by bidder.
- Bidder should implement the end-to-end Solution in OPEX model. He should integrate the micro ATM solution with Bank's Core Banking Solution (CBS), Bank's ATM Switch and any other services (if required) as well as with NPCI / UIDAI and/or any other Govt. organization as required by Bank at their own cost. He should also extend necessary compatibility support in the Micro ATM solution for any version upgradation of the above entities.
- Bidder to ensure that the Micro ATM devices should be compatible with the ATM switch (with FIS in case of JKGB) of Bank and get certified from M/s FIS bidder at their own cost.
- Bidder has to ensure that the standard of Micro ATM devices should be 1.5.1 or above (whichever is Latest version) compliant as per IBA guidelines.
- Bidder has to provide necessary SDK software technical details related to Micro ATM device. Bidder is responsible for any customization required in the application.
- Bidder will bring in all the required technology and infrastructure, including software, personnel, technical services; maintenance, provide training and operational support for the end-to-end infrastructure supporting the bank.

- Technology standards will have to meet specific minimum requirements of State Government, GOI, recommendations of RBI etc, if any.
- Bidder shall abide by the checks and controls specified by the Bank.
- Bidder shall assist the Bank in identifying potential risks in the devices, remedy of any of the identified risks, develop strategies to measure, monitor and mitigate those risks and implement new controls.
- Bidder shall cooperate with the Bank's internal audit teams and third-party external auditors for conducting periodical audit and shall also assist in strengthening of processes by attending to audit points.
- Bidder will be responsible to deliver Micro ATM devices to the locations specified by the Bank. Bank will not bear the cost of delivery of Micro ATM machines and other components.
- All the related activities related to maintenance (like software updates) of the Micro ATM machines will be done by Bidder himself.
- In addition to security features deployed in the technology, Bidder's operational procedures should ensure protection of the bank from business risk (from system error, human error, negligence and mismanagement) and fraud risk (loss to earnings or capital due to intentional deception by employees, customers, agents, external entities, etc).
- Bidder will take due care of the support infrastructure so as not to cause disruptions to services to the customers. The Bidder should either repair defective Micro ATM machines or any part or replace within 48 hours from the day he receives such Micro ATM machine. The Bidder has to maintain a buffer stock of 10% of the total purchased Micro ATM machine free of cost at bank's head office / Regional Office so that replacement of the defective Micro ATM machines can be done immediately to meet the emergent requirements in the field and to continue the bank's business.
- All the Micro ATM devices or any other part lost during transport, having technical or manufacturing defect will be replaced free of cost.
- The pre-configuration testing of Micro ATM machine has to be done at the Head Office of J&K Grameen Bank or any other place as specified by the Bank. The UAT sign off documentation will be done at bank's specified location.
- Bidder has to maintain patches and upgrades for Micro ATM application at centralized location so that the same can be pushed to the Micro ATM devices over air through remote terminal management. All the updates in future will be done free of cost during warranty period and after warranty in AMC/ ATS period, at mutual agreed cost and a re-testing of the solution should be done before implementation
- The Bidder also has to provide the adequate number of connectors/convector and extension cables for the devices.

- In the event of exit of the Bidder from the project, all the records & confidential information as would be required by the bank shall be handed over to the bank in form (as prescribed by the Bank at the time of exit)
- Bidder needs to conform the guidelines of the bank, Reserve Bank of India, UIDAI, IBA, NPCI, State and Central Governments, legal provisions etc and also to ensure future guidelines.
- Proposed solution should be capable of handling Inter-Bank on-line transactions using Aadhaar enabled transactions and RuPay card transactions along with Account opening. The solution should be capable of meeting to NPCI/UIDAI standards for PIN based RuPay card specification, and NPCI/UIDAI standards for Aadhaar Enabled Payment System (AEPS).
- Bidder should undertake to provide maintenance support both during warranty and post warranty period.
- Bidder should provide the admin panel to the bank for extracting various MIS reports, managing Micro-ATM devices, BCs operations/administration/access control etc.
- Micro ATM machines should be all-in-one integrated device (STQC Certified Biometric Scanner + Extractor (STQC Certified) + Magstripe reader + EMV compliance)
- The MICRO ATM software should be on a scalable architecture.
- Bidder should be ready to do any/required customization of the Micro-ATM application and any other application inclusive of reports / Dashboard / MIS during warranty period without any cost and after warranty in AMC/ ATS period, at mutual agreed cost and a re-testing of the solution should be done before implementation.
- Reconciliation reports for day to day reconciliation of interbank transactions as required by Bank should be made available by bidder as part of solution.
- The bidder has to provide complete Solution Architecture & its functionality documents for the proposed end-to-end Micro ATM Solution including hardware specifications, software applications details, and process flows(detailed) for each & every activity along with flow diagrams. Also, Industry standard complete project documentation should be provided.
- Bidder should ensure functioning of all application software and related features across Micro ATM devices. Go live date will be deemed as the date when implementation of Micro ATM solution has been completed and integration of end to end solution with Bank's Core Banking Solution (CBS), ATM Switch, if required as well as with NPCI/UIDAI and/or any other Govt. organization as required by Bank.
- Micro ATM application installed on the micro ATM devices is used by Business correspondents of the bank to provide financial inclusion services to customers. Following are the major type of transactions that should be performed by the application :-

- i. **AEPS Transactions** through this the Terminal should perform AEPS which allows online financial inclusion transaction at POS (Micro ATM) through the user of any bank using the Aadhaar authentication. The Micro ATM should be capable of performing the following banking transactions: -
 - Cash deposit
 - Cash withdrawal
 - Balance enquiry
 - Fund Transfer
 - Mini Statement
- ii. **Card Transactions**
 - Cash withdrawal
 - Balance enquiry
 - Cash deposit (only ONUS)
 - Mini-statement
- iii. **EKYC account opening**

Following are the transactions that are required to be performed on micro ATM devices to enable it to perform above transactions.

- Beginning of Day to be taken automatically from CBS
- End of Day to be taken automatically from CBS
- Operator Login (through Aadhaar authentication) (optional)
- There will be an acceptance test by the Bank or its nominated consultants after installation of the Device. In case of discrepancy in Device supplied, the Bank reserves the right to cancel the entire purchase order and the vendor should take back their equipment at their costs and risks. The test will be arranged by the vendor at the sites in the presence of the officials of the Bank and / or its consultants. The warranty for the Micro ATM Device (provided by the Vendor pursuant to this Tender and subsequent Agreement) will commence after acceptance testing.
- There will be an acceptance test by the Bank or its nominated consultants after installation of the Device. In case of discrepancy in Device supplied, the Bank reserves the right to cancel the entire purchase order and the vendor should take back their equipment at their costs and risks. The test will be arranged by the vendor at the sites in the presence of the officials

of the Bank and / or its consultants. The warranty for the Micro ATM Device (provided by the Vendor pursuant to this Tender and subsequent Agreement) will commence after acceptance testing.

- The selected bidder should implement the project within six (6) months after placement of purchase order for the solution.
- The selected bidder should deliver/install the devices within one (1) month after placement of purchase order for the Micro ATM devices.

Proof of Concept (POC) for all Micro ATM Device Implementation

Vendors as part of technical evaluation have to demonstrate Proof of Concept (POC) of their product. POC will be based on the following conditions:

1. All and any cost associated with demonstrating the POC (including provision of Servers, technical resources, travel cost, boarding cost etc) will be to the account of the vendor and bank will not bear any cost.
2. Bank reserve its right to extend / shorten the period of POC where needed.
3. The POC would be done to check whether the quoted model meets the technical specifications as mentioned in Annexure 07(C). Further the following parameters will be also verified:
 - a. Stability of RuPay Card, Aadhaar based transaction KIOSK & POS transaction with Bank's ATM switch.
 - b. Compatibility of the device(s) with Bank's ATM switch.
4. The Micro ATM Device(s) must be successfully integrated with bank's ATM switch for smooth functionality of the device(s).
5. Any vendor who is not complying with the above POC will be technically disqualified.
6. Vendors who have failed in the POC will automatically stand disqualified technically.

4. Terms and conditions

4.1 General

4.1.1 General Terms

The Bank expects the vendor to adhere to the terms of this tender document and would not accept any deviations to the same.

- The Bank expects that the vendor appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.
- Unless agreed to specifically by the Bank in writing for any changes to the tender document issued the vendor responses would not be incorporated automatically in the tender document.
- Unless expressly overridden by the specific agreement to be entered into between the Bank and the vendor, the tender document shall be the governing document for arrangement between the Bank and the vendor.

4.1.2 Rules for Responding to this RFP

- All responses received after the due date / time would be considered late and would be liable to be rejected.
- All responses should be in English language. All responses by the vendor to this tender document shall be binding on such vendor for a period of 180 days after opening of the commercial bids
- All responses including commercial and technical bids would be deemed to be irrevocable offers/proposals from the vendors and may be accepted by the Bank to form part of final contract between the Bank and the selected vendor. Vendors are requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected.
- The technical and commercial bid, submitted cannot be withdrawn / modified after the last date for submission of the bids unless specifically permitted by the Bank. In case, due to unavoidable circumstances, the Bank does not award the contract within six months from the last date of the submission of the commercial bids, and there is a possibility to award the same within a short duration, the vendor would have the choice to maintain the EMD or bank guarantee in lieu of EMD with the Bank or to withdraw the bid and obtain the security provided.
- Either the Indian agent on behalf of the principal/ OEM or Principal/ OEM itself can bid but both cannot bid simultaneously for the same product in this tender. If an agent submits bid on behalf of the Principal/ OEM, the same agent cannot submit a bid on behalf of another Principal/ OEM in this tender for the same items/ product.
- The vendor may modify or withdraw its offer after submission, provided that, the Bank, prior to the closing date and time, and receives a written notice of the modification or withdrawal prescribed for submission of offers. No offer can be modified or withdrawn

by the vendor subsequent to the closing date and time for submission of the offers.

- The vendor is required to quote for all the components/ products mentioned in the “Project scope” and all other requirements of this RFP. In case the vendor does not quote for any of the components/products, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
- In case of discrepancy in soft copy and hard copy of the bids, the vendors agree that Bank can consider hard copy as final and it will be binding on the vendor. The Bank in this case may also reject the offer outright.
- Based on the Bank’s requirements as listed in this document, the vendor should identify the best-suited product that would meet the Bank’s requirements and quote for the same. In case the vendor quotes more than one model and they have not specified which particular model quoted by them needs to be considered, then the response would be considered as improper and the whole tender submitted by the vendor is liable to be rejected. The vendor is expected to provide the best option and quote for the same.
- Vendor must furnish requirements as per the formats provided in the RFP document.
- In the event the vendor has not quoted for any mandatory items as required by the Bank and forming a part of the tender document circulated to the Vendor’s and responded to by the vendor, the same will be deemed to be provided by the vendor at no extra cost to the Bank.
- The Bank is not responsible for any assumptions or judgments made by the vendor for proposing and implementing the item / service / AMC. The Bank’s interpretation will be final.
- The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the Vendor and responded by the vendors have been quoted for by the vendor, and there will be no extra cost associated with the same in case the vendor has not quoted for the same.
- All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the vendor to the Bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding, lodging, demonstration/presentation of project etc. will be payable by the Bank. The vendor cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.
- The vendor at no point in time can excuse themselves from any claims by the Bank

whatsoever for their deviations in confirming to the terms and conditions, payments schedules time frame for item / service / AMC etc. as mentioned in the tender document circulated by the Bank. Vendor shall be fully responsible for deviations to the terms & conditions etc. as proposed in the tender document.

- If related parties (as defined below) submit more than one bid then both /all bids submitted by related parties are liable to be rejected at any stage at Bank's discretion:
 - Bids submitted by holding company and its subsidiary
 - Bids submitted by two or more companies having common director/s
 - Bids submitted by two or more partnership firms / LLPs having common partners
 - Bids submitted by two or more companies in the same group of promoters/management
 - Any other bid in the sole discretion of the Bank is in the nature of multiple bids.

4.1.3 Price Bids

- The vendor is requested to quote in Indian Rupee (INR). Bids in currencies other than INR would not be considered. The date for opening of price bids would be communicated separately to the successful Vendors post the completion of the technical evaluation
- The prices and other terms offered by vendors must be firm for an acceptance period of 180 days from the opening of the commercial bid.
- The prices quoted by the vendor shall be all inclusive, that is, inclusive of taxes, duties; levies etc. except GST and Octroi / entry tax (wherever applicable) will be paid extra. Octroi /entry tax will be paid on actual on production of original receipt. The prices quoted will also include transportation to respective sites, and insurance till acceptance of the equipments by the Bank. Any delay in installation of the Micro ATMs for whatsoever reason 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 Micro ATM and other infrastructure by the Bank. Though the equipment would be at Bank premises, or any location identified by Bank, vendor shall be responsible for the installation, implementation and acceptance testing and the ownership would not have transferred to Bank at this stage. Hence the vendor will bear the risk of loss if any, till the ownership has passed to Bank. The vendor will insure the equipment till acceptance testing, and final acceptance by Bank. There will be no price escalation for during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- In case of any variation (upward or down ward) in Government levies / taxes / cess / excise / custom duty etc. which has been included as part of the price will be borne by the Vendor. Variation would also include the introduction of any new tax / cess/ excise, etc

provided that the benefit or burden of other taxes quoted separately as part of the commercial bid like GST and any taxes introduced instead of GST and levies associated to GST or any new taxes (other than excise, custom duties, other duties and associated government levies) introduced after the submission of vendor's proposal shall be passed on or adjusted to the Bank. Local entry tax and octroi will be paid on actuals based on receipt provided. If the Vendor makes any conditional or vague offers, without conforming to these guidelines, the Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly. Local entry taxes / octroi whichever is applicable, if any, will be paid by the Bank on production of relative invoices / payment receipts / documents. Necessary documentary evidence should be produced for having paid the customs / excise duty, sales tax, if applicable, and or other applicable levies.

- If any Tax authorities of any state, including, Local authorities like Corporation, Municipality etc. or any Government authority or Statutory or autonomous or such other authority imposes any tax, charge or levy or any cess / charge other than GST & entry tax or octroi and if the Bank has to pay the same for any of the items or supplies made here under by the Vendor, for any reason including the delay or failure or inability of the Vendor to make payment for the same, the Bank has to be reimbursed such amounts paid, on being intimated to the Vendor along with the documentary evidence. If the Vendor does not reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Vendor from the Bank along with the interest calculated at commercial rate.
- Terms of payment as indicated in the Purchase Contract that will be issued by the Bank on the selected Vendor will be final and binding on the vendor and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the vendor should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the vendor". Vendor should ensure that the project should not suffer for any reason.
- The Bank will consider the Total Cost of Ownership (TCO) over a course of the procurement process. However, the additional requirements desired by the Bank in next 6 months from the date of purchase order, over and above the quantity mentioned in this RFP the rates will remain valid.
- The Price offer shall be on a fixed price basis and should be inclusive of all taxes, duties, levies etc. except GST & Octroi /entry tax (wherever applicable) will be paid extra. Octroi /entry tax will be paid at actuals on production of original receipt. There will be no price

escalation in the prices once the prices are fixed and agreed to by the Bank and the vendors during the course of the procurement process and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected. The Vendor is expected to provide a breakup of the taxes indicated in the commercial bid format. The Vendor is expected to provide the tax types and tax percentage in both the commercial and masked bids (without amounts being submitted in the technical response).

- Normalization of bids: The Bank will go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that vendors are more or less on the same technical ground. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the technically short-listed vendors to resubmit the technical bids once again for scrutiny. The Bank can repeat this normalization process at every stage of technical submission or till the Bank is satisfied. The vendors agree that they have no reservation or objection to the normalization process and all the technically short listed vendors will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The vendors, by submitting the response to this RFP, agree to the process and conditions of the normalization process.
- The Price offer shall be on a fixed price basis. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be liable to be rejected. The rate quoted by the vendor should necessarily include the following:
 1. Minimum of three-year comprehensive Product warranty covering all parts, service visits and two years' service warranty. The Warranty should include all costs that the original manufacturer would charge the vendor and also include repair and maintenance of all HW parts other than on account of replacement due to abnormal site conditions of Force Majeure.
 2. Yearly preventive maintenance (if required) in consultation with the Banks team of all the equipments needs to be conducted which should interalia include cleaning of inside and outside of all equipments during warranty period. Preventive Maintenance will include replacement of worn-out parts etc. Vendor will have to maintain HW after the warranty period, for a minimum period of 2 years. In case equipment is taken away for repairs, the Vendor shall provide a standby equipment (of equivalent configuration), so that the work of the Bank is not affected. The Vendor shall give an undertaking that sufficient quantity of spares will be kept as stock during the warranty period at their support office across the J&K State. The Vendor shall give an undertaking that sufficient quantity of spares will be kept as

stock during the warranty period at their support office across the J&K State.

3. Transportation, forwarding and freight charges of all equipment to the site;

- The Vendor must provide and quote for the product and services as desired by the Bank as mentioned in this RFP. Any products / services not proposed to be provided by the Vendor will result in the proposal being incomplete, which may lead to disqualification of the Vendor.
- End of Sales / End of support: The Vendor has to ensure that any equipment supplied as part of this RFP should not have either reached or announced end of sales on the date of such supply or end of support for at least 5 year from the date of issue of purchase order. In the event if any equipment supplied by the vendor reaches end of support, within the contract period from the date of supply, the vendor has to replace the equipment at no additional cost to the Bank.

4.2 Others

- The product will be deemed accepted only after all the items are in place and in working condition as per Bank's requirement.
- Responses to this RFP should not be construed as an obligation on the part of the Bank to award a purchase order for any services or combination of services. Failure of the Bank to select a vendor shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
- By submitting a proposal, the vendor agrees to promptly contract with the Bank for any work awarded to the vendor. Failure on the part of the awarded vendor to execute a valid contract with the Bank will relieve the Bank of any obligation to the vendor, and a different vendor may be selected based on the selection process.
- The terms and conditions as specified in the RFP and addendums (if any) thereafter are final and binding on the vendors. In the event the vendor is not willing to accept the terms and conditions of the Bank, the vendor may be disqualified. Any additional or different terms and conditions proposed by the vendor would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing
- The vendor must strictly adhere to the delivery dates or lead times identified in their proposal. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the Vendor's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this tender document) due to the Vendor's inability to meet the established delivery dates or any other reasons attributing to the vendor then, that vendor will be responsible for any re-

procurement costs suffered by the Bank. The liability in such an event could be limited to the differential excess amount spent by the Bank for procuring similar deliverables and products.

- The vendor shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. The vendor represents that the product to be supplied in response to this RFP shall meet the proposed vendor's requirement. If any products, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or products and are required for proper performance or provision of the deliverables or products in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or products, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the vendor at no additional cost to the Bank. The vendor also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the vendor of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the vendor to fulfill all the terms and conditions of this RFP. The modifications, which are accepted by the Bank, shall form a part of the final contract.
- The Vendor shall represent that the product provided and/or use of the same by the Bank shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority. The Vendor further represents that the documentation to be provided to the Bank shall contain a complete and accurate description of the product and services (as applicable), and shall be prepared and maintained in accordance with the highest industry standards. The Vendor represents and agrees to obtain and maintain validity throughout the specified term, of all appropriate registrations permissions and approvals, which are statutorily required to be obtained by the vendor for performance of the obligations of the vendor. The vendor further agrees to inform and assist the Bank for procuring any registrations, permissions, certifications or approvals, which may at any time during the assignment Period, be statutorily required to be obtained by the Bank for availing products from the vendor.
- All terms and conditions, payments schedules, time frame for expected product levels as per this tender will remain unchanged unless explicitly communicated by the Bank in writing to the vendor. The Bank shall not be responsible for any judgments made by the vendor with respect to any aspect of the product or Service. The vendor shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected product levels etc. as mentioned in this tender document.

- The Bank and the vendor covenants and represents to the other Party the following:
 - a. It is duly incorporated, validly existing and in good standing under as per the laws of the state in which such Party is incorporated.
 - b. It has the corporate power and authority to enter into Agreements and perform its obligations there under. The execution, delivery and performance of terms and conditions under Agreements by such Party and the performance of its obligations there under are duly authorized and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.
- The vendor shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time.
- It would be the responsibility of the vendor to arrange / obtain necessary road permits or any other document for delivery of the material till Bank's premises. The vendor shall arrange road permit for locations applicable at no extra cost to the Bank.
- The Bank would not assume any expenses incurred by the vendor in preparation of the response to this RFP and also would not return the bid documents to the Vendors
- The Bank will not bear any costs incurred by the vendor for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.

4.3 Other RFP Requirements

- This tender document may undergo change by either additions or deletions or modifications before the actual award of the contract by the Bank. The Bank also reserves the right to change any terms and conditions including eligibility criteria of the tender document and its subsequent addendums as it deems necessary at its sole discretion. The Bank will inform all vendors about changes, if any.
- The Bank may revise any part of the tender document, by providing a written addendum at stage till the award of the contract. The Bank reserves the right to issue revisions to this tender document at any time before the award date. The addendums, if any, shall be published on Bank's website only.
- The Bank reserves the right to extend the dates for submission of responses to this document.
- Vendors shall have the opportunity to clarify doubts pertaining to the tender document in order to clarify any issues they may have, prior to finalizing their responses. All questions are to be submitted to RFP Coordinator mentioned in

- “[A] Important Dates – RFP Coordinator”, and should be received by the nominated point of contact in writing through email before the scheduled date as indicated in the schedule of timeframe. Responses to inquiries and any other corrections and amendments will be informed through electronic mail; the preference for distribution would be with the Bank. The vendor, who posed the question, will remain anonymous.
- Preliminary Scrutiny – The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all vendors and the Bank reserves the right for such waivers and the Bank’s decision in the matter will be final.
- Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all vendors for clarification of their offer. The Bank has the right to disqualify the vendor whose clarification is found not suitable to the proposed project.
- No Commitment to Accept Lowest bid or Any Tender – The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of purchase. The Bank will not be obliged to meet and have discussions with any Vendor, and / or to listen to any representations unless there is change in the terms and conditions of purchase
- Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.
- Price Discussion – It is absolutely essential for the Vendors to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage the successful vendor in discussions on the prices quoted.
- Right to Alter– The Bank reserves the right to alter the requirements specified in the Tender. The Bank will inform all Vendors about changes, if any. The Vendor agrees that the Bank has no limit on the additions or deletions on the items for the period of the contract. Further the Vendor agrees that the prices quoted by the Vendor would be

proportionately adjusted with such additions or deletions in quantities

- Details of Sub-contracts, as applicable – If required by the Bank, VENDOR's should provide complete details of any subcontractor/s used for the purpose of this engagement. It is clarified that notwithstanding the use of sub-contractors by the vendor, the vendor shall be solely responsible for performance of all obligations under the tender document irrespective of the failure or inability of the subcontractor chosen by the vendor to perform its obligations. The vendor shall also have the responsibility for payment of all dues and contributions, as applicable, towards statutory benefits for its employees and sub-contractors.
- If the Bank is not satisfied with the technical specifications as specified in the tender document and observes major deviations, the technical bids of such vendors will not be short-listed for further evaluation. No further discussions shall be entertained with such vendors in respect of the subject technical bid.
- There will be an acceptance test by the Bank or its nominated consultants after installation of the Device. In case of discrepancy in Device supplied, the Bank reserves the right to cancel the entire purchase order and the vendor should take back their equipment at their costs and risks. The test will be arranged by the vendor at the sites in the presence of the officials of the Bank and / or its consultants. The warranty for the Micro ATM Device (provided by the Vendor pursuant to this Tender and subsequent Agreement) will commence after acceptance testing.
- The vendor getting the contract shall install the Micro ATM Device supplied by the vendor, at locations designated by the Bank.
- Vendor should ensure that the Micro ATM Device delivered to the Bank including all components and attachments are brand new.
- Vendor shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc or such other statutory infringements under any laws including the Copyright Act, 1987 or Data Protection Act 2010 in respect of Device supplied by them to the Bank from whatsoever source, provided the Bank notifies the Vendor in writing as soon as practicable when the Bank becomes aware of the claim. However, (i) the Vendor has sole control of the defense and all related settlement negotiations (ii) the Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above and (iii) the Bank does not make any statements or comments or representations about the claim without the prior written consent of the Vendor, except where the Bank is required by any authority/regulator to make a comment/statement/representation. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential

and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities due to the failure of the vendor to perform its obligations

- Manufacturer's Authorization Form (Annexure 9) – The Vendor should furnish a letter from original equipment manufacturer authorizing the Vendor to quote for OEM's product in response to the RFP from the Bank. The said letter should also offer to extend the required warranty from the OEM in respect of the items stipulated in the RFP.
- Undertaking on Information Security (Annexure 10) - The Vendor should furnish a letter both from the original equipment manufacturer (wherever applicable) and also from the Vendor's end providing an undertaking on Information Security of Authenticity for the product supplied. This undertaking from both OEM and the vendor is on Information security as per regulatory requirement.
- The Vendor shall perform its obligations under this Tender as an independent contractor, and may engage subcontractors to perform any of the Deliverables or Products with prior permission from the Bank. Neither this Tender nor the Vendor's performance of obligations under this Tender shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Vendor or its employees, subcontractor; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.
- The Vendor shall solely be responsible for all payments (including any statutory payments) to its employees and / or sub contractors and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Vendor alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of products; and the Vendor will make all required payments and deposits of taxes in a timely manner

4.4 Terms of Reference

Delivery of Micro ATM devices

Biometric Micro ATM device should be delivered within 6 weeks for non road permit area and 8 weeks for Road Permit area from the date of purchase order.

Vendor will have to pay liquidated damages (LD) to J&K Grameen Bank @ 1% of the order value

inclusive of all taxes, duties, levies etc., per week or part thereof, for late delivery beyond due date of delivery, to a maximum of 5%. If delay exceeds two weeks from due date of delivery, J&K Grameen Bank reserves the right to cancel the entire order. Vendor will be responsible for ensuring proper packing, delivery and receipt of the Micro ATM Device at the site(s). Sealed packs will be opened in the presence of J&K Grameen Bank officials.

All necessary accessories as part of the Micro ATM Device should be delivered together with the hardware. If LD exceeds the maximum of 5%, Bank may de-list the Bidder from participating any of our banks tender in future for a period of two years. Any component has not been delivered or if delivered is not operational, will be deemed / treated as non-delivery thereby excluding the Bank from all payment obligations under the terms of this contract. Partial delivery of products is not acceptable and payment would be released as per terms only after full delivery and installation.

Pre-shipment Inspections

The Bank reserves the right, but not any obligation, to undertake a pre-shipment inspection of the complete central system in a factory test environment. For this purpose, the Bank's personnel may have to visit the factory site and the expenditure for the same will be borne by Bank.

Installation of devices:

Installation at our sites, including unpacking of cartons / boxes, will be the responsibility of the Vendor. Vendor will have to install the device and hand it over to Bank for acceptance testing within 10 working days of the Bank from the date of receipt of the device at our office/site.

Vendor will have to pay liquidated damages to Bank @ 1% of the contract value per day or part thereof subject to maximum of 5%, for delay in installation, if the delay is caused owing to reasons attributable to the Vendor.

Bank reserves the right to shift part or the entire order setup to new location/s and warranty / AMC will continue to be in force at the new location.

Replacement of Device:

If Micro ATM Device is required as replacement for existing equipment, Vendor will be responsible for providing at no extra cost to Bank from the old setup to the new one. Necessary hardware accessories (USB cable etc) as required for installation of the Device have to be supplied by the Vendor, at no extra cost to Bank.

Affixing Asset Tags on the Device:

It will be the responsibility of the successful Vendor to affix the Asset tags on each Micro ATM Device being supplied to Bank and also share the details with the Bank team. The Asset Tags so

printed by the successful Vendor must have the company's logo of the Vendor along with other details like call logging no., mail id etc.. The asset tag details for the Micro ATM Device would be mutually decided by the Bank and the successful Vendor. Complete asset inventory including replacement of Micro ATM Device on account of failure is the responsibility of the vendor and the details of the inventory to be mutually decided by the Bank and the successful vendor.

Warranty

The entire HW covering all components will remain under comprehensive maintenance warranty for a period of three years. The product support during warranty period shall be for all HW and accessories supplied. Vendor will have to provide a post-installation warranty as per the terms mentioned below:

- Comprehensive Warranty for 36 Months from the date of installation.
- Vendor will have to upgrade the OS (in case of requirement) during warranty period at no cost to Bank. Patch updation, security patch updates etc to be done (as and when required) preferably quarterly / half yearly in coordination with the banks team.
- In event of any equipment / part is replaced or any defect in respect of any equipment / part is corrected for more than one instance of any quarter during the base warranty period of 3 years, where the period of warranty remained is less than twelve month of the comprehensive warranty, the warranty in respect of the entire hardware equipment for which the equipment / part is replaced / defect is corrected, will be extended for an additional period of twelve months from the date of such replacement/ correction of defects.
- In case of significant failures of specific component, entire HW has to be replaced with new ones in proactive manner. The proactive action has to be taken immediately without affecting the banks day to day functioning and in a mutually convenient time. The proactive action plan is required to be submitted well in advance. The principal Vendor is required to ensure that this kind of situation never arises.

OEM / Undertaking Letter

The successful Vendor has to submit the following documents within two weeks from the date of issuance of the Purchased order

I. OEM Letter (As per Annexure 9)

- a) A letter addressed to our office i.e. mentioning model / product proposed in this RFP is covered under 5 Yrs (3 Yrs Wty + 2 Yrs AMC) comprehensive support from the date of installation of product.
- b) In case the successful Vendor is not ready to provide the support during the warranty

/ AMC period, support will be provided by OEM either directly or through alternate sources for the remaining period of warranty / AMC of the product without any additional cost to the Bank.

II. Undertaking of Authenticity for Micro ATM Device supplied

- a) Undertaking on Information Security of Authenticity for Micro ATM Device supplied (As per Annexure 10)

Annual Maintenance Contract (AMC) after expiry of warranty period

The Vendor will enter into an AMC agreement with the bank at the discretion of the Bank, after the expiry of warranty period to support the Hardware & Software supplied for a minimum period of – 2- (two) years at the rate quoted in “Commercial Proposal”. The AMC (after the warranty period) to be quoted by the Vendor in the commercial proposal is negotiable on the base price of Micro ATM Machine.

4.5 Payment Terms

Bank will place the orders and delivery will be at our sites as per the orders placed. The successful Vendor shall make necessary arrangements for processing the purchase orders, including Road Permit if any & etc.

The Vendor must accept the payment terms proposed by the Bank. The commercial bid submitted by the Vendors must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the vendor, in case of delays or defaults on the part of the vendor. Such withholding of payment shall not amount to a default on the part of the Bank. If any of the items / activities as mentioned in the price bid is not taken up by the bank during the course of the assignment, the bank will not pay the professional fees quoted by the vendor in the price bid against such activity / item.

The payment will be released as follows:

For Micro ATM Devices

a) Delivery, Installation and configuration of Micro ATM Machine

- i. 70% of the total cost on delivery of HW plus 100% of GST & Octroi / entry tax (wherever applicable) at actuals. The required documents to be provided along with original invoice:
 - a) Original delivery Challans dully stamped and signed by the Bank Official.
 - b) Original receipt of Octroi / entry tax etc wherever applicable.
- ii. 30% of total cost after one month of successful installation, Configuration and satisfactory functioning of the hardware and applicable Service Tax (if any).

b) AMC / ATS /Support Chargesafter expiry of warranty– Payable quarterly in advance against

receipt of satisfactory servicereport of previous quarter from the Bank's Project / Operation Manager.

For Micro ATM Solution (OPEX model)

- i. 30% payment to be done on placement of order, post signing of SLA and on furnishing of a performance bank guarantee from any Nationalized or Scheduled Commercial Bank for 20% cost of the Purchase Order placed by the Bank for the period of warranty. In case the bank Guarantee is not submitted the 20% payment shall be released after completion of the warranty period.
- ii. 30% due upon completion of UAT including certification (if any) required for implementation of solution.
- iii. 40% due upon implementation of applications in production environment & integration of at least 20 Micro ATM devices i.e. on successful installation, configuration, operationalization, submission of installation report signed by the concerned Bank official.

There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the vendor. But any benefit arising out of any subsequent reduction in the prices due to reduction in duty & taxes after the prices are fixed and before the delivery should be passed on to the Bank.

The Bank will pay invoices within a period of 30 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected vendor within 20 days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 20 days from the date the dispute stands resolved.

The invoices for claiming the payment should be submitted along with the following documents:

- Original delivery challans / duly signed original IRs by the branch officials and engineers of the successful Vendor (as the case may be).
- Confirmation letter from OEM mentioning the serial number of the product and that the Micro ATM Device supplied is under three years back to back warranty.

5. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) (“Losses”) suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

Annexure 1

Service Level Agreement

This **Service Level Agreement (SLA)** herein after referred to as “**Agreement**” is made between “**M/S _____**”, a Company incorporated under the Indian Companies Act 1956 with its registered office at _____ hereinafter referred to as the “**Company**” which Expression shall, be deemed to mean and include the representatives, successors in interest, nominees, administrators and assignees etc. of the **ONE PART AND “The J&K Grameen Bank”**, a Regional Rural Bank created by amalgamation of Jammu Rural Bank and Kamraz Rural Bank by Government of India while exercising power conferred by Sub-Section (1) of section 23(A) of the Regional Rural Bank's Act, 1976 vide notification dated 30th June 2009, issued by Ministry of Finance, Department & Financial Services, carrying on Banking Business, having its Head Office at Narwal, Jammu, Pin-180006, Jammu and Kashmir, hereinafter referred to as the “**Bank**” which expression shall be deemed to mean and include the representatives, successors in interest, nominees, administrators and assignees etc. of the **OTHER PART**.

The Bank and the Company are hereinafter collectively referred to as “**Parties**” and individually as a “**Party**”.

1. Definitions

Definitions of the terms used in the SLA to be mentioned like Device, Software Maintenance, Hardware maintenance, preventive maintenance, Response Time, Repair Time, Down Time, %age Down Time etc. in line with the desired objectives of the Bank.

1.1. Contract Documents.

The Agreement shall consist of this Service Level Agreement including all attachments stated herein & appended to this Agreement and made part hereof. This Agreement shall be interpreted wherever possible to avoid any conflict between the Sections hereof and the Attachments. The Attachments are:

Annexure A: Non Disclosure Agreement

2. Scope

- Supply, Installation, Configuration and Maintenance of Micro ATM machines as per technical specifications (Annexure 07(C)). MicroATM devices shall be purchased by the bank whereas end to end solution must be OPEX based & will be hosted, managed by bidder.
- Bidder should implement the end-to-end Solution in OPEX model. He should integrate the micro ATM solution with Bank's Core Banking Solution (CBS), Bank's ATM Switch and any other services (if required) as well as with NPCI / UIDAI and/or any other Govt. organization

as required by Bank at their own cost. He should also extend necessary compatibility support in the Micro ATM solution for any version upgradation of the above entities.

- Bidder to ensure that the Micro ATM devices should be compatible with the ATM switch (with FIS in case of JKGB) of Bank and get certified from M/s FIS bidder at their own cost.
- Bidder has to ensure that the standard of Micro ATM devices should be 1.5.1 or above (whichever is Latest version) compliant as per IBA guidelines.
- Bidder has to provide necessary SDK software technical details related to Micro ATM device. Bidder is responsible for any customization required in the application.
- Bidder will bring in all the required technology and infrastructure, including software, personnel, technical services; maintenance, provide training and operational support for the end-to-end infrastructure supporting the bank.
- Technology standards will have to meet specific minimum requirements of State Government, GOI, recommendations of RBI etc, if any.
- Bidder shall abide by the checks and controls specified by the Bank.
- Bidder shall assist the Bank in identifying potential risks in the devices, remedy of any of the identified risks, develop strategies to measure, monitor and mitigate those risks and implement new controls.
- Bidder shall cooperate with the Bank's internal audit teams and third-party external auditors for conducting periodical audit and shall also assist in strengthening of processes by attending to audit points.
- Bidder will be responsible to deliver Micro ATM devices to the locations specified by the Bank. Bank will not bear the cost of delivery of Micro ATM machines and other components.
- All the related activities related to maintenance of the Micro ATM machines will be done by Bidder himself.
- In addition to security features deployed in the technology, Bidder's operational procedures should ensure protection of the bank from business risk (from system error, human error, negligence and mismanagement) and fraud risk (loss to earnings or capital due to intentional deception by employees, customers, agents, external entities, etc).
- Bidder will take due care of the support infrastructure so as not to cause disruptions to services to the customers. The Bidder should either repair defective Micro ATM machines or any part or replace within 48 hours from the day he receives such Micro ATM machine. The Bidder has to maintain a buffer stock of 10% of the total purchased Micro ATM machine free of cost at bank's head office / Regional Office so that replacement of the defective Micro ATM machines can be done immediately to meet the emergent requirements in the field and to continue the bank's business.

- All the Micro ATM devices or any other part lost during transport, having technical or manufacturing defect will be replaced free of cost.
- The pre-configuration testing of Micro ATM machine has to be done at the Head Office of J&K Grameen Bank or any other place as specified by the Bank. The UAT sign off documentation will be done at bank's specified location.
- Bidder has to maintain patches and upgrades for Micro ATM application at centralized location so that the same can be pushed to the Micro ATM devices over air through remote terminal management. All the updates in future will be done free of cost during warranty period and after warranty in AMC/ ATS period, at mutual agreed cost and a re-testing of the solution should be done before implementation
- The Bidder also has to provide the adequate number of connectors/convector and extension cables for the devices.
- In the event of exit of the Bidder from the project, all the records & confidential information as would be required by the bank shall be handed over to the bank in form (as prescribed by the Bank at the time of exit)
- Bidder needs to conform the guidelines of the bank, Reserve Bank of India, UIDAI, IBA, NPCI, State and Central Governments, legal provisions etc and also to ensure future guidelines like implementation of Virtual IDs.
- Proposed solution should be capable of handling Inter-Bank on-line transactions using Aadhaar enabled transactions and RuPay card transactions along with Account opening. The solution should be capable of meeting to NPCI/UIDAI standards for PIN based RuPay card specification, and NPCI/ UIDAI standards for Aadhaar Enabled Payment System (AEPS).
- Bidder should undertake to provide maintenance support both during warranty and post warranty period.
- Bidder should provide the admin panel to the bank for extracting various MIS reports, managing Micro ATM devices, BCs operations/administration/access control etc.
- Micro-ATM machines should be all-in-one integrated device (STQC Certified Biometric Scanner + Extractor (STQC Certified) + Magstripe reader + EMV compliance)
- The MICRO ATM software should be on a scalable architecture.
- Bidder should be ready to do any/required customization of the Micro-ATM application and any other application inclusive of reports / Dashboard / MIS during warranty period without any cost and after warranty in AMC/ ATS period, at mutual agreed cost and a re-testing of the solution should be done before implementation.
- Reconciliation reports for day to day reconciliation of interbank transactions as required by Bank, should be made available by bidder as part of solution.

- The bidder has to provide complete Solution Architecture & its functionality documents for the proposed end-to-end Micro ATM Solution including hardware specifications, software applications details, and process flows(detailed) for each & every activity along with flow diagrams. Also, Industry standard complete project documentation should be provided.
- Bidder should ensure functioning of all application software and related features across Micro ATM devices. Go live date will be deemed as the date when implementation of Micro ATM solution has been completed and integration of end to end solution with Bank's Core Banking Solution (CBS), ATM Switch, if required as well as with NPCI/UIDAI and/or any other Govt. organization as required by Bank.
- Micro ATM application installed on the micro ATM devices is used by Business correspondents of the bank to provide financial inclusion services to customers. Following are the major type of transactions that should be performed by the application :-
 - i. **AEPS Transactions** through this the Terminal should perform AEPS which allows online financial inclusion transaction at POS (Micro ATM) through the user of any bank using the Aadhaar authentication. The Micro ATM should be capable of performing the following banking transactions: -
 - Cash deposit
 - Cash withdrawal
 - Balance enquiry
 - Fund Transfer
 - Mini Statement
 - ii. **Card Transactions**
 - Cash withdrawal
 - Balance enquiry
 - Cash deposit (only ONUS)
 - Mini-statement
 - iii. **EKYC account opening**

Following are the transactions that are required to be performed on micro ATM devices to enable it to perform above transactions.

- Beginning of Day to be taken automatically from CBS
 - End of Day to be taken automatically from CBS
 - Operator Login (through Aadhaar authentication) (optional)
- There will be an acceptance test by the Bank or its nominated consultants after installation of the Device. In case of discrepancy in Device supplied, the Bank reserves the right to cancel the entire purchase order and the vendor should take back their equipment at their costs and risks. The test will be arranged by the vendor at the sites in

the presence of the officials of the Bank and / or its consultants. The warranty for the Micro ATM Device (provided by the Vendor pursuant to this Tender and subsequent Agreement) will commence after acceptance testing.

- There will be an acceptance test by the Bank or its nominated consultants after installation of the Device. In case of discrepancy in Device supplied, the Bank reserves the right to cancel the entire purchase order and the vendor should take back their equipment at their costs and risks. The test will be arranged by the vendor at the sites in the presence of the officials of the Bank and / or its consultants. The warranty for the Micro ATM Device (provided by the Vendor pursuant to this Tender and subsequent Agreement) will commence after acceptance testing.
- The selected bidder should implement the project within six (6) months after placement of purchase order for the solution
- The selected bidder should deliver/install the devices within one (1) after placement of purchase order for the Micro ATM devices.

3. Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components. This section lists the minimum service level required to be maintained by the Company on award of the contract.

3.1 “Response Time” shall mean the interval from receipt of first information from Bank to the company, or to the local contact person of the Company by way of any means of communication informing them of the malfunction in system to the time Company Engineer attends the problem.

3.2 “Restoration Time” shall mean the period of time from the problem occurrence to the time in which the service returns to operational status. This may include temporary problem circumvention / workaround and does not necessarily include root cause removal.

3.3 “Resolution Time” shall mean the period of time from the problem occurrence to the time in which the root cause of the problem is removed and a permanent fix has been applied to avoid problem reoccurrence.

3.4 “Down Time” shall mean the period when the system is not available due to a problem in the system and shall be the interval between the time of reporting of failure to the time of completion of repair. Down Time is the sum of response time and restoration time with the following exclusions:

3.4.1.1 Period when Bank denies access to the Spare Device sent by the Company or

3.4.1.2 Period when Bank denies access to the Company's Engineer for carrying out repair activities.

3.5 Call Response/Resolution and uptime commitments

Service/Type	Level
Service Window	24x7
Response Time	Within 1 hr.
Resolution Time	Within 3hrs.
Uptime Commitment	99.90%

3.6 Percentage downtime

Shall mean the aggregate of downtime of the device during the quarter expressed as a percentage of total available time in a quarter i.e. 90 * 24 hours. Thus, if the aggregate downtime of the application works out to 21.6 hours during a quarter then the percentage downtime shall be calculated as follows:

$$\frac{21.6 \times 100}{90 * 24} = 1.0\%$$

(Considering days in a quarter as 90)

3.7 Penalty

In case the uptime falls below the levels as tabulated below, Bank shall impose a penalty in the form of Warranty extension for the specific device as per details below:

For Micro-ATM device

Uptime(%)	Penalty
>=99.5 and < 99.9	3 month warranty extension for the device
>=98.5 and < 99.5	6 month warranty extension for the device
>=97 and < 98.5	12 month warranty extension for the device
<97	18 month warranty extension for the device

For Solution

Downtime (Hours per month)	Penalty
----------------------------	---------

Less than 1 hour	NIL
1 to 4 hours	100 free transaction per month
5 to 8 hours	500 free transaction per month
8 to 12 hours	800 free transaction per month
More than 12 hours	100 free transactions per hour

Notwithstanding the above the Bank reserves the right to invoke the Performance Bank Guarantee or deduct 20% payment of the Purchase Order value in case the downtime exceeds 3% in case of device and more than 12 hours in case of solution or in case there are three (3) or more number of violations per quarter for the device/solution.

The vendor must strictly adhere to the delivery dates or lead times identified in their proposal. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the Vendor's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this tender document) due to the Vendor's inability to meet the established delivery dates or any other reasons attributing to the vendor then, that vendor will be responsible for any re-procurement costs suffered by the Bank. The liability in such an event could be limited to the differential excess amount spent by the Bank for procuring similar deliverables and products.

4. PAYMENT TERMS

The payment will be released as follows:

For Micro ATM Devices

a) Delivery, Installation and configuration of Micro ATM Machine

- i. 70% of the total cost on delivery of HW plus 100% of GST & Octroi / entry tax (wherever applicable) at actuals. The required documents to be provided along with original invoice:
 - Original delivery Challans dully stamped and signed by the Bank Official.
 - Original receipt of Octroi / entry tax etc wherever applicable.
- ii. 30% of total cost after one month of successful installation, Configuration and satisfactory functioning of the hardware and applicable Service Tax (if any).

b) AMC / ATS /Support Charges after expiry of warranty–

Payable quarterly in advance against receipt of satisfactory servicereport of previous quarter from the Bank's Project / Operation Manager.

For Micro ATM Solution (OPEX model)

- i. 30% payment to be done on placement of order, post signing of SLA and on furnishing of a performance bank guarantee from any Nationalized or Scheduled Commercial Bank for 20% cost of the Purchase Order placed by the Bank for the period of warranty. In case the bank Guarantee is not submitted the 20% payment shall be released after completion of the warranty period.
- ii. 30% due upon completion of UAT including certification (if any) required for implementation of solution.
- iii. 40% due upon implementation of applications in production environment & integration of at least 20 Micro ATM devices i.e. on successful installation, configuration, operationalization, submission of installation report signed by the concerned Bank official.

5. Partnership / Collaboration / Subcontracting

The bidder is fully responsible for deliverables for the project irrespective of their constitution and arrangements with OEMs. No subcontracting, partnership, collaboration shall be allowed.

6. SENSITIVE INFORMATION

Any information considered sensitive must be protected by the Company from unauthorized disclosure, modification or access.

Types of sensitive information that will be found on BANK systems the Company may support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.

The Company agrees to sign a Non Disclosure Agreement with the Bank as per the Bank format (Annexure "A")

7. GENERAL

This document together with any attachment signed by both the parties shall constitute the entire binding contract between Company and Bank for the provision of maintenance services in respect of the device covered hereunder. This Contract shall be governed in all respects by Indian Law read with the local laws of J&K State and shall be deemed to have been concluded at Jammu and the Court of Jammu will have exclusive Jurisdiction in all matters of dispute subject to Clause 14 below.

8. CONFIDENTIALITY

Company understands and agrees that all materials and information marked and identified by BANK as 'Confidential' are valuable assets of BANK and are to be considered BANK's proprietary

information and property. Company will treat all confidential materials and information provided by BANK with the highest degree of care necessary to ensure that unauthorized disclosure does not occur. Company will not use or disclose any materials or information provided by BANK without BANK's prior written approval.

Company shall not be liable for disclosure or use of any materials or information provided by BANK or developed by Company which is:

- a. Possessed by Company prior to receipt from BANK, other than through prior disclosure by BANK, as documented by Company's written records;
- b. Published or available to the general public otherwise than through a breach of Confidentiality;
- c. Obtained by Company from a third party with a valid right to make such disclosure, provided that said third party is not under a confidentiality obligation to BANK;
- d. Developed independently by the Company.

In the event that Company is required by judicial or administrative process to disclose any information or materials required to be held confidential hereunder, Company shall promptly notify BANK and allow BANK a reasonable time to oppose such process before making disclosure.

Company understands and agrees that any use or dissemination of information in violation of this Confidentiality Clause will cause BANK irreparable harm, may leave BANK with no adequate remedy at law and as such the Bank is entitled to proper indemnification for the loss caused by the Company, if quantified. Further the BANK is entitled to seek injunctive relief.

Nothing herein shall be construed as granting to either party any right or license under any copyrights, inventions, or patents now or hereafter owned or controlled by the other party.

The requirements of use and confidentiality set forth herein shall survive the expiration, termination or cancellation of this order.

Nothing contained in this contract shall limit the Company from providing similar services to any third parties or reusing the skills, know-how, and experience gained by the employees in providing the services contemplated under this contract. The confidentiality obligations shall survive for a period of one year post the termination/expiration of the Agreement.

9. INDEMNITY

The Company hereby indemnifies, protects and saves Bank and holds Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including attorney fees), relating to or resulting directly or indirectly from (i) an act of omission

or commission of the Company, its employees, its agents, or employees of its sub-contractors in the performance of the services provided by this Agreement, (ii) breach of any of the terms of this Agreement or breach of any representation or warranty or false statement or false representation or inaccurate statement or assurance or covenant by the Company, (iii) bonafide use of the deliverables and or services provided by the Company, (iv) misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project, (v) claims made by the employees, sub-contractor, sub-contractors employees, who are deployed by the Company, under this contract, (vi) breach of confidentiality obligations of the Company, (vii) gross negligence or gross misconduct solely attributable to the Company or by any agency, contractor, subcontractor or any of their employees by the Company for the purpose of any or all of the obligations under this agreement. The Company shall further indemnify Bank against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on BANK for malfunctioning of the device or software or deliverables at all points of time, provided however, (i) BANK notifies the Company in writing immediately on being aware of such claim, (ii) the Company has sole control of its defense and all related settlement negotiations. Company shall be responsible for any loss of data, loss of life, etc., due to acts of Company representatives, and not just arising out of gross negligence or misconduct etc., as such liabilities pose significant risk. The Company shall indemnify BANK (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

1. Non-compliance of the Company with Laws / Governmental Requirements.
2. Intellectual Property infringement or misappropriation.
3. Negligence and misconduct of the Company, its employees, sub-contractor and agents.
4. Breach of any terms of Agreement, Representation or Warranty.
5. Act of omission or commission in performance of service.
6. Loss of data.

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

The Company shall indemnify, protect and save BANK against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act 2000 in respect of all the hardware, software and network device or other systems supplied by

them to BANK from whatsoever source, provided BANK notifies the Company in writing as soon as practicable when BANK becomes aware of the claim however, (i) the Company has sole control of its defense and all related settlement negotiations (ii) BANK provides the Company with the assistance, information and authority reasonably necessary to perform the above and (iii) BANK does not make any statements or comments or representations about the claim without the prior written consent of the Company, except where BANK is required by any court/ authority/ regulator to make a comment / statement/representation/pleading. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages and compensations. However indemnity would cover damages, loss or liabilities suffered by BANK arising out of claims made by its customers and/or regulatory authorities.

10. TERMINATION OF CONTRACT:

For Convenience:

BANK by written notice sent to the Company may terminate the contract in whole or in part at any time for its convenience giving three (3) months prior notice. The notice of termination shall specify that the termination is for convenience stipulating the extent to which performance of the Company under the contract is terminated and the date upon which such termination become effective.

For Insolvency:

BANK may at any time terminate the contract by giving written notice to the Company, if the Company becomes bankrupt or insolvent.

For Non-performance

BANK reserves its right to terminate the contract in the event the Company repeatedly fails to maintain the service levels prescribed by BANK in scope of work.

In the event of termination, termination will be without compensation to the Company provided that such termination will not prejudice or affect any right of action of remedy which has accrued or will accrue thereafter to BANK.

11. RELOCATION and SHIFTING

The relocation / Shifting, if any required, of all the quoted components shall be done by the Bank at its own cost and responsibility. The quoted components shall continue to remain within the scope of warranty for the transit period.

12. FORCE MAJEURE:

The Company or BANK 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 an event of Force Majeure. For purposes of this clause, “Force Majeure” means an event beyond the control of the Company and not involving BANK or Company’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 Company shall promptly notify BANK in writing of such condition and cause thereof. Unless otherwise directed by BANK in writing, the Company shall continue to perform its obligations under contract as far as possible.

13. Limitation of Liability

a) Notwithstanding anything contained herein, neither Party shall be liable for any indirect, special, punitive, consequential or incidental damages (including, without limitation, loss of use, data, revenue, profits, business) under this agreement and the aggregate liability of bidder, under this agreement shall not exceed more than the total contract value.

b) Except as provided in this agreement there are no other express or implied warranties, representations, undertakings or conditions.

14. RESOLUTION OF DISPUTES:

“In the event of disputes, differences, claims and questions between the Parties hereto arising out of this Agreement or in any way relating hereto or any term, condition or provision herein mentioned or the construction or interpretation thereof or otherwise in relation hereto, the Parties shall first endeavour to settle such differences, disputes, claims or questions by friendly consultation and failing such settlement, the same shall be referred to the arbitration of two arbitrators, one to be appointed by each Party and such arbitrators shall appoint an umpire before commencing the arbitration proceedings. The arbitration shall be held in accordance with the Jammu and Kashmir Arbitration and Conciliation Act, 1997 or any statutory modification or re-enactment thereof for the time being in force and shall be held in Jammu and conducted in English language.

The Court in Jammu alone shall have jurisdiction over such arbitration proceedings. The award of the Arbitration shall be final, conclusive and binding upon the Parties hereto as an award of Jammu and Kashmir Arbitration and Conciliation Act, 1997 or any statutory modification or re-enactment thereof for the time being in force. Such award may be filed in any competent Court in Jammu.

Each Party will bear the expenses/costs incurred by it in appointing the Arbitrator. However, the cost of appointing the Umpire shall be borne equally by both the Parties.”

15. APPLICABLE LAWS:

The Contract shall be interpreted in accordance with the laws of the Union of India read with local laws of the state of Jammu & Kashmir and the Company shall agree to submit to the courts under whose exclusive jurisdiction the Registered Office of BANK falls.

16. GOVERNING LAWS:

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India read with Local Laws of J&K State.

17. ADDRESS OF NOTICES:

Following shall be address of BANK for notice purpose:

General Manager,
J&K Grameen Bank,
Head Office, Narwal, Jammu- 180 006 (India)

Following shall be address of Company for notice purpose:

.....
.....
.....

18. Nothing contained in this Agreement shall be deemed or constructed as creating a joint venture or partnership between the Company and the Bank.

19. This Agreement may be modified or amended solely in writing as signed by both Parties.

20. The invalidity or unenforceability for any reason of any covenant of this Agreement shall not prejudice or affect the validity or enforceability of its other covenants. The invalid or unenforceable provision will be replaced by a mutually acceptable provision, which being valid and enforceable comes closest to the intention and economic positions of the Parties underlying the invalid or unenforceable provision.

This Agreement has been signed in duplicate at on, each of which shall be deemed to be an original.



RFP No: JKGB/IT/RFP/2018-4162

IT DEPARTMENT

HEAD OFFICE, NARWAL, JAMMU – 180006

EMAIL: MICROATM.IT@JKGB.IN

Dated: 15-11-2018

Agreed and signed on behalf of
Company's Authorized Signatory

Name.....
Designation.....
Place.....
Date.....

Witness (1):

Name.....
Designation.....
Place.....
Date.....

Witness (2):

Name.....
Designation.....
Place.....
Date.....

Agreed and signed on behalf

J&K Grameen Bank
(Authorized Signatory)

Name.....
Designation.....
Place.....
Date.....

Witness (1):

Name.....
Designation.....
Place.....
Date.....

Witness (2):

Name.....
Designation.....
Place.....
Date.....

Annexure “A” Mutual Nondisclosure Agreement

THIS MUTUAL NONDISCLOSURE AGREEMENT (the “Agreement”) is made and entered into as of (DD/MM/YYYY) by and between _____, a company incorporated under the laws of India , having its registered address at _____ (the “Company”) and J & K Grameen Bank(the “Recipient”).

1. **Purpose** J&K Grameen Bank has engaged or wishes to engage the company for undertaking the project vide Purchase Order No:.....and each party may disclose or may come to know during the course of the project certain confidential technical and business information which the disclosing party desires the receiving party to treat as confidential.

2. **“Confidential Information”** means any information disclosed or acquired by other party during the course of the projects, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, technical data, trade secrets, know-how, research, product plans, services, customers, markets, software, inventions, processes, designs, drawings, marketing plans, financial condition and the Company’s plant and device), which is designated as “Confidential,” “Proprietary” or some similar designation. Information communicated orally shall be considered Confidential Information if such information is confirmed in writing as being Confidential Information within a reasonable time after the initial disclosure. Confidential Information may also include information disclosed to a disclosing party by third parties. Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing part as shown by the receiving party’s files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party’s obligations of confidentiality; (v) is independently developed by the receiving party without use of or reference to the disclosing party’s Confidential Information, as shown by documents and other competent evidence in the receiving party’s possession; or (vi) is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

3. **Non-use and Non-disclosure.** Each party agrees not to use any Confidential Information of the other party for any purpose except to evaluate and engage in discussions concerning a potential business relationship between the parties. Each party agrees not to disclose any Confidential Information of the other party to third parties or to such party’s employees, except to those employees of the receiving party who are required to have the information in order to evaluate

or engage in discussions concerning the contemplated business relationship. Neither party shall reverse engineer, disassemble, or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information and which are provided to the party hereunder.

4. Maintenance of Confidentiality. Each party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Each party shall take at least those measures that it takes to protect its own most highly confidential information and shall ensure that its employees who have access to Confidential Information of the other party have signed a non-use and non-disclosures agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. Neither party shall make any copies of the Confidential Information of the other party unless the same are previously approved in writing by the other party. Each party shall reproduce the other party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original. Each party shall immediately notify the other party in the event of any unauthorized use or disclosure of the Confidential Information.

5. No Obligation. Nothing herein shall obligate either party to proceed with any transaction between them and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity. This Agreement does not constitute a joint venture or other such business agreement.

6. No Warranty. All Confidential Information is provided "AS IS." Each party makes no warranties, expressed, implied or otherwise, regarding its accuracy, completeness or performance.

7. Return of Materials. All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either party to the other party, and all copies thereof which are in the possession of the other party, shall be and remain the property of the disclosing party and shall be promptly returned to the disclosing party upon the disclosing party's written request.

8. No License. Nothing in this Agreement is intended to grant any rights to either party under any patent, mask work right or copyright of the other party, nor shall this Agreement grant any party any rights in or to the Confidential Information of the other party except as expressly set forth herein.

9. Term. The Obligations of each receiving party hereunder shall survive for a period of _____ from the date hereof.

10. Adherence. The content of the agreement is subject to adherence audit by J&K Grameen Bank. It shall be the responsibility of the Company to fully cooperate and make available the requisite resources/evidences as mandated by J&K Grameen Bank Supplier Security policy.

11. Remedies. Each party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.

12. Arbitration, Governing Law & Jurisdiction

a. In the event of disputes, differences, claims and questions between the Parties hereto arising out of this Agreement or in any way relating hereto or any term, condition or provision herein mentioned or the construction or interpretation thereof or otherwise in relation hereto, the Parties shall first endeavour to settle such differences, disputes, claims or questions by friendly consultation and failing such settlement, the same shall be referred to the arbitration of two arbitrators, one to be appointed by each Party and such arbitrators shall appoint an umpire before commencing the arbitration proceedings. The arbitration shall be held in accordance with the Jammu and Kashmir Arbitration and Conciliation Act, 1997 or any statutory modification or re-enactment thereof for the time being in force.

b. The Courts in Jammu alone shall have jurisdiction over such arbitration proceedings.

c. The award of the Arbitration shall be final, conclusive and binding upon the Parties hereto as an award of Jammu and Kashmir Arbitration and Conciliation Act, 1997 or any statutory modification or re-enactment thereof for the time being in force. Such award shall be filed in any competent Court in Jammu.

d. Each Party will bear the expenses/costs incurred by it in appointing the Arbitrator. However, the cost of appointing the Umpire shall be borne equally by both the Parties.”

e. This Agreement is construed and shall be governed in accordance with the laws of India read with the local laws of the State of Jammu and Kashmir.”

13. Miscellaneous. This Agreement shall bind and injure to the benefit of the parties hereto and their successors and assigns. This document contains the entire Agreement between the parties with respect to the subject matter hereof, and neither party shall have any obligation, express or implied by law, with respect to trade secret or propriety information of the other party except as set forth herein. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision.

Any provision of this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and signed, in the case of amendment by each Party, or in the case of a waiver, by the party against whom the waiver is to be effective”.

The undersigned represent that they have the authority to enter into this Agreement on behalf of the person, entity or corporation listed above their names.



RFP No: JKGB/IT/RFP/2018-4162

IT DEPARTMENT

HEAD OFFICE, NARWAL, JAMMU – 180006

EMAIL: MICROATM.IT@JKGB.IN

Dated: 15-11-2018

COMPANY NAME

By:

(Signature)

Name:

Title:

Address:

Company Seal

RECIPIENT

By:

(Signature)

Name:

Title:

Address:

Company Seal

ANNEXURE 2 – COVERING LETTER FORMAT:

Offer Reference No.: _____

Office of General Manager,
J&K Grameen Bank
Head Office, Narwal
Jammu-180 006 (India)

RFP Reference No. JKGB/IT/RFP/2018-4162

Dated:-15-11-2018

Having examined the RFP document including all Annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer for Supply, installation and maintenance of servers at Bank's Data Center and Disaster Recovery Site in conformity with the said RFP in accordance with the Schedule of Prices indicated in the commercial offer and made part of this offer.

If our offer is accepted, we undertake to provide the services as specified in the scope and service level agreement of the RFP. We agree to abide by this offer for **three(3) months** from the date of submission and our offer shall remain binding upon us and may be accepted by the Bank any time before the expiration of that period.

Until a formal contract is prepared and executed, this offer, together with the Bank's written acceptance thereof and the Bank's notification of award, shall constitute a binding contract between us.

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

Dated this _____ day of _____ 2018

Signature: _____

(in the Capacity of:) _____

Duly authorized to sign the offer for and on behalf of

Name:

Contact No:

Email id



RFP No: JKGB/IT/RFP/2018-4162

IT DEPARTMENT

HEAD OFFICE, NARWAL, JAMMU – 180006

EMAIL: MICROATM.IT@JKGB.IN

Dated: 15-11-2018

ANNEXURE 3 - BANK GUARANTEE:

Offer Reference No.: _____

Bank

Guarantee

No:.....

Dated:.....

Bank:.....

General Manager,
J&K Grameen Bank
Head Office, Narwal
Jammu-180 006 (India)

WHEREAS.....(Company Name) registered under the Indian Companies Act 1956 and having its Registered Office at India (hereinafter referred to as “the BIDDER”) proposes to RFP and offer in response to RFP No. **JKGB/IT/RFP/2018 Dated Nov 15, 2018** for Supply, installation and maintenance of servers at Bank’s Data Center and Disaster Recovery Site (hereinafter called the “RFP”) AND

WHEREAS, in terms of the conditions as stipulated in the RFP, the BIDDER is required to furnish a Bank Guarantee in lieu of the Earnest Money Deposit (EMD), issued by a scheduled commercial bank in India in your favour to secure the order under this RFP Document (which guarantee is hereinafter called as “BANK GUARANTEE”) AND WHEREAS the BIDDER has approached us, for providing the BANK GUARANTEE.

AND WHEREAS at the request of the BIDDER and in consideration of the proposed RFP to you, WE,having Branch Office/Unit amongst others at....., India and registered office/Headquarter at..... have agreed to issue the BANK GUARANTEE.

THEREFORE, WE,, through our local office at India furnish you the Bank GUARANTEE in manner hereinafter contained and agree with you as follows:

1. We....., undertake to pay the amounts due and payable under this Guaranteewithout any demur, merely on demand from you and undertake to indemnify you and keep youindemnified from time to time to the extent of Rs.....(Rupeesonly) an amount equivalent to the EMD against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the BIDDER of any of the terms and conditions contained in the RFP and in the event of the BIDDER commits default or defaults in carrying out any of the work or discharging

any obligation in relation thereto under the RFP or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs.....(Rupees..... only) as may be claimed by you on account of breach on the part of the BIDDER of their obligations in terms of the RFP. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this guarantee.

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the BIDDER has committed any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee but will pay the same forthwith on your demand without any protest or demur.

3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the BIDDER after expiry of the relative guarantee period of the RFP and after the BIDDER had discharged all his obligations under the RFP and produced a certificate of due completion of work under the said RFP and submitted a “ No Demand Certificate “ provided always that the guarantee shall in no event remain in force after the day ofwithout prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

4. Should it be necessary to extend Bank Guarantee on account of any reason whatsoever, we undertake to extend the period of Bank Guarantee on your request under intimation to the BIDDER till such time as may be required by you. Your decision in this respect shall be final and binding on us.

5. You will have the fullest liberty without affecting Bank Guarantee from time to time to vary any of the terms and conditions of the RFP or extend the time of performance of the RFP or to postpone any time or from time to time any of your rights or powers against the BIDDER and either to enforce or forbear to enforce any of the terms and conditions of the said RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the BIDDER or any other forbearance, act or omission on your part or any indulgence by you to the BIDDER or by any variation or modification of the RFP or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs.....(Rupees.....only) as aforesaid or extend the period of the guarantee beyond the said day of unless expressly agreed to by us in writing.

6. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the BIDDER or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the BIDDER.

7. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the BIDDER hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.

8. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the BIDDER from time to time arising out of or in relation to the said RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.

9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.

10. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees here before given to you by us (whether jointly with others or alone) and that Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

11. The Bank Guarantee shall not be affected by any change in the constitution of the BIDDER or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

12. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.

13. We undertake to pay to you any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

14. Notwithstanding anything contained herein above;

i) our liability under this Guarantee shall not exceed Rs.....(Rupees.....only) ;

ii) this Bank Guarantee shall be valid up to and including the date ; and

iii) we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.



IT DEPARTMENT

HEAD OFFICE, NARWAL, JAMMU – 180006

EMAIL: MICROATM.IT@JKGB.IN

RFP No: JKGB/IT/RFP/2018-4162

Dated: 15-11-2018

15. We have the power to issue this Bank Guarantee in your favor under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

For and on behalf of BANK
Authorized Signatory
Seal & Address

Annexure 4- PERFORMANCE BANK GUARANTEE:

Bank _____ Guarantee _____
 No:.....
 Dated:.....
 Bank:.....

General Manager,
 J&K Grameen Bank
 Head Office, Narwal
 Jammu-180 006 (India)

WHEREAS(Company Name) registered under the Indian Companies Act 1956 and having its Registered Office at, hereinafter referred to as the BIDDER has undertaken Supply, installation and maintenance of servers at Bank's Data Center and Disaster Recovery Site in terms of the Purchase Order bearing No. dated, hereinafter referred to as "the CONTRACT.

AND WHEREAS in terms of the Conditions stipulated in the said Contract, the BIDDER is required to furnish, performance Bank Guarantee issued by a Scheduled Commercial Bank in your favor to secure due and satisfactory compliance of the obligations of the BIDDER in accordance with the Contract ;

THEREFORE, WE,(Name of the Bank) furnish you this Performance Guarantee in the manner hereinafter contained and agree with you as follows:

1. We,Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand, which has to be served on us before the expiry of this guarantee, time being essence of the contract, from you stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by you by reason of breach by the said Bidder of any of the terms and conditions contained in the Contract or by reason of the Bidder's failure to perform the said contract. Any such demand made on us within the time stipulated above shall be conclusive as regards the amount due and payable by us under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding (Rupees ----- Only).

2. We undertake to pay to you any money so demanded notwithstanding any dispute/s raised by the Bidder in any suit or proceeding before any Court or Tribunal relating thereto, our liability under these presents being absolute and unequivocal. The payment so made by us under this

guarantee shall be a valid discharge of our liability for payment thereunder and the Bidder shall have no claim against us for making such payment.

3. We further agree that, if demand, as stated above, is made on us within the stipulated period, the guarantee herein contained shall remain in full force and effect and that it shall continue to be enforceable till all your dues under or by virtue of the said contract have been fully paid and your claims satisfied or discharged or till you certify that the terms and conditions of the said contract have been fully and properly carried out by the said Bidder and accordingly discharge this guarantee. Provided, however, serving of a written claim / demand in terms hereof on us for payment under this guarantee on or before the stipulated period, time being the essence of contract, shall be a condition precedent for accrual of our liability / your rights under this guarantee.

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

5. This Guarantee will not be discharged due to the change in the constitution of our Bank or the Bidder.

6. We further agree and undertake unconditionally to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the BIDDER.

7. We lastly undertake not to revoke this guarantee during its currency except with your written Consent.

NOTWITHSTANDING anything contained herein above;

(i) Our liability under this Guarantee shall not exceed `.....(Rupees.....only) ;

(ii) This Guarantee shall be valid up to and including the(mention date); and

(iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.

Dated the ----- day of -----20----

For ----- BANK

Authorized Signatory



IT DEPARTMENT

HEAD OFFICE, NARWAL, JAMMU – 180006

EMAIL: MICROATM.IT@JKGB.IN

RFP No: JKGB/IT/RFP/2018-4162

Dated: 15-11-2018

ANNEXURE 5 – DETAILS OF BIDDER:

Details filled in this form must be accompanied by sufficient documentary evidence, in order to facilitate the Bank to verify the correctness of the information.

S.No	ITEM	DETAILS
1	Name of the Company	
2.	Postal Address	
3.	Telephone / Mobile / Fax Numbers	
4.	Name & Designation of the Person Authorized to make commitments to the Bank	
5.	Email Address	
6.	Year of Commencement of Business	
7.	Sales Tax Registration No	
8.	Income Tax PAN No	
9.	Service Tax Registration No	
10.	Web Site address of the Company	

Dated this _____ day of _____ 2018

Signature: _____

(in the Capacity of:) _____

Duly authorized to sign the offer for and on behalf of

Name:

Contact No:

Email id

ANNEXURE 6: Commercial Bid Format

S.No.	HW Particulars	Qty	Unit Rate	Amt	AMC (%)	AMC Amt (2 Yrs)	Total
1	Micro ATM Device	200		0.00		0.00	0.00
2	Implementation and Integration Cost	200		0.00		0.00	0.00
3	Any other cost	x		0.00		0.00	0.00
Total Cost of Ownership for 5 Yrs (i.e. 3 yrs Wty & 2 Yrs AMC)							0.00

PI Note

- The Quantity mentioned here is approximate and Bank reserves the right to alter the quantity as per its requirement. In the case of additional requirements desired by the Bank in next 6 months from the date of purchase order, over and above the quantity mentioned in this RFP the rates will remain valid.
- For each of the above items provided the bidder is required to provide the cost for every line item where the bidder has considered the cost in BOM.
- The bidder needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the bidder would need to provide the same without any charge. Bidder should make no changes to the quantity.
- If the cost for any line item is indicated as zero then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
- All Deliverables to be supplied as per RFP requirements provided in the tender.
- The Service Charges need to include all services and other requirement as mentioned in the RFP.
- The bidder has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations.
- The AMC (after the warranty period) to be quoted by the bidder in the commercial proposal is negotiable on the base price of Micro ATM Machine.

Terms & Conditions:

- All the commercial value should be quoted in Indian Rupees.
- The prices quoted by the bidder shall be all exclusive of GST but Octroi /entry tax (wherever applicable) will be paid extra. Octroi / entry tax will be paid on actual on production of original



IT DEPARTMENT

HEAD OFFICE, NARWAL, JAMMU – 180006

EMAIL: MICROATM.IT@JKGB.IN

RFP No: JKGB/IT/RFP/2018-4162

Dated: 15-11-2018

receipt

- Bank will deduct applicable TDS, if any, as per the law of the land.
- Further, we confirm that we will abide by all the terms and conditions mentioned in the Request for Proposal document.

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

ANNEXURE 07: Evaluation Matrix**7(A): Technical Score Evaluation:**

S. No.	Criteria	% of Marks	Max. Marks
1	Size of the Company: The bidder's average annual turnover in the last three consecutive financial years i.e. 2015–16, 2016–17 and 2017–18.		10
	: 5 Crores to 50 Crores	50%	
	: More than 50 Crores	100%	
2	Service Capability: The bidder must have at least 50 sites providing technical support engineers, trained to support the POS supplied under this RFP as on the date of publication of this RFP. In case the technical support is outsourced, the details of the personnel deployed by the outsourced agency and its personnel has to be submitted		10
	: 10 locations	50%	
	: 11 to 50 locations	75%	
	: More than 50 locations	100%	
3	Bidder's Experience: The biometric component used in an integrated device / proposed separately must have supply antecedents' in the in the Indian Market. The said supplies should have been to the tune of a minimum 5,000 in the last 3 years.		10
	: Manufacturing & supply of 1000 to 4999 devices	50%	
	: Manufacturing & supply of more than 5000 devices	100%	
4	Technical capability: The device should be an integrated POS (single form factor) – Pin pad/MSR/EMV/Biometry/SIM/Screen all in a single integrated device.		40
	: Yes	100%	
	: No	0%	
5	Technical capability: The biometric module of the device should be capable of Firm Ware Level Encryption		10
	: Yes	100%	
	: No	0%	
6	POS' experience in the EMV/Rupay transaction: The manufacturer's similar POS device should have been supplied in the Merchant business of Indian Banks for carrying out Magstripe+Pin, EMV & Rupay based transaction & should be in operation for minimum last 3 financial years		20
	: Yes	100%	
	: No	0%	
Total Marks			100

7(B): Commercial Evaluation:

Overall Evaluation Marks: The combined marks of both the technical and financial proposals as per Weightage stated will determine the final, overall attained marks. Based on the total marks obtained, the following is the methodology for calculating the total marks.

$$S = (C_{\text{low}} / C) * 0.3 + (T / T_{\text{high}}) * 0.7$$

$$\text{Final Marks (F)} = 100 * S$$

C_{low}: Lowest Price quoted

C: Bid Price as quoted by the bidder

T_{high}: Highest Technical Score Obtained

T Technical: Technical Score obtained by the bidder

The Bidder scoring the maximum final Marks (F) shall be declared as the successful Bidder.

7(C) Technical Capability:

Technical Criteria Compliance for Supply, Installation, configuration and maintenance of Micro ATM Machines is as per following table. (For readily available each Specification / feature of Micro ATMs Device be allotted 1 mark otherwise no marks shall be allotted)

- A. **Hardware Specifications for Micro ATM machines** (Micro ATMs may be all-in-one integrated devices, or mobiles / PCs / tablets with accessories)

Component	Required Specifications / Features	Complied (Y / N)	Remarks
Dimensions	200mm x 80mm 56mm / 25mm		
Weight	400g(battery included)		
Operating Temp.	-20°C ~ 60°C		
Storage Temp.	-40°C ~ 80°C		
Relative Humidity	10%--90%(no condensation)		
Crash-proof	Passed 1-meter falling test		
Tumble Test	Tumbles 500 times		
Industrial-grade	N/A		
Anti-static	±8KV contact discharge ; ±15KV air discharge		
CPU	Qualcomm MSM8212/8916 quad-core 1.2GHz		
Operating system	Android 4.4/5.1		
Memory	ROM 8GB Emmc RAM 1GB DDR2 Support 32 GB external memory card at most		
Touch Screen	5.5 inches WVGA IPS Capacitive touch screen		
Keypad	1 physical keys 3 touch key		
Battery	7.4V 2000mAh		
Bar Codes Scanning	N/A		

Camera	5M(main camera),		
Printer	2 inches line thermal printer;2 inches high pressure 7.4V line thermal printer ; Paper width is 58mm/print width is 48mm ; the range of inside diameter is 8-13mm/ outer diameter is 40mm at least		
Fingerprint	Dermalog LF1 optical fingerprint sensor/ Cross match TCS1CT		
Navigation	GPS, support AGPS		
Indicator Light	System indicator light 、 POS indicator light		
Audio system	Built-in speaker, microphone, vibrator		
Sensor	Gravity sensor		
Sound Wave Payment	Support		
Magnetic Strip Card Reader	Support track 1/2/3, bi-directional swipingsupport ISO7811、 7812		
IC Card Reader	1 SD for usersupport 1.8V/3V/5V cardsupport ISO7816、 PBOC & EMV		
Non-contact Card Reader	13.56MHz, ISO/IEC 14443 Type A/B, support qPBOC		
SAM Card Reader	1 PSAM SD, support ISO7816		
Pin Pad	Password keyword inside(external interface reserved)		
Network Type	LTE/WCDMA/GSM/CDMA		
Network Spectrum	TDD-LTE : Band38/Band39/Band40/Band41 FDD-LTE Band1/Band3/Band7 GSM 850/900/1800/1900 WCDMA Band1/Band2/Band5/Band8 TD-SCDMA Band34/Band39 CDMA 800		
WLAN	802.11 b/g/ n inner antenna		
WPAN	Bluetooth V4.0 + EDR		
External Interface			
USB Interface	Micro USB2.0		
Charge Jack	DC JACK/USB		
Power Supply Jack	Pogo Pin, 10V--1A		
Communication Interface	USB、 RS232		
Development Environment			
System Environment	Android4.4/5.1 SP-UI		
Development Environment	SP-SDK		
Management Software	SP-PC management suite/MDM		

B. Biometric scanner specifications

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

Component	Required Specifications / Features	Complied (Y / N)	Remarks
Device Performance			
Interface	USB 2.0 Full speed		
Operating Systems	Windows 7 & Android, Linux optional		
Fingerprint Reader Performance			
Sensor Resolution	508 DPI		
Platen Area	18.7 Z 13.4 mm		
Active Platen Area	18 x 12.8 mm		
Image Size	256 x 360		
Grayscale	256 levels		
Surface Coating	High-durability top surface 9H Hardness		
Mechanical			
Size (LxWxH)	61 x 40 x 13.13 mm (2.4 x 1.58 0.52 in)		
Weight	50 gms		
Operating Condition			
Humidity	10-90% relative humidity (non-condensing)		
Temperature	0° - 45° C		
Storage Condition			
Humidity	Max 85% relative humidity (non-condensing)		
Temperature	- 20° - 60° C		
ESD Resistance			

Power Requirements			
Voltage	5V		
Power Consumption	<120mA		

- C. Micro ATM machines should be delivered with Case bag with necessary literature and technical specifications.**

ANNEXURE 8: Conformity with Hardcopy Letter

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

To

General Manager,
J&K Grameen Bank
Head Office, Narwal
Jammu-180 006 (India)

Sir,

Sub: RFP for Supply, Implement, configuration & Maintain of Micro ATM Machine in OPEX model

Further to our proposal dated, in response to the Request for Proposal (Bank's tender No. hereinafter referred to as "**RFP**") issued by The J & K Grameen Bank Limited. ("**Bank**") we hereby covenant, warrant and confirm as follows:

The soft-copies of the proposal submitted by us in response to the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal submitted by us, in all respects.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

ANNEXURE 9: Manufacturer Authorization Form

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

To

General Manager,
J&K Grameen Bank
Head Office, Narwal
Jammu-180 006 (India)

Sir,

We (Name of the Manufacturer) who are established and reputable manufacturers of

having factories at,, and do hereby authorize M/s (who is the vendor submitting its bid pursuant to the Request for Proposal issued by the Bank) to submit a Bid and negotiate and conclude a contract with you for supply of devices manufactured by us against the Request for Proposal received from your Bank by the Bidder and we have duly authorised the Bidder for this purpose.

The model(s) / product(s) proposed in this rate contract is covered under 5 Yrs (3 Yrs Wty + 2 Yrs AMC) onsite comprehensive support from the date of installation of product.

We hereby extend our guarantee and warranty during this 5 year period as per terms and conditions of the RFP and the contract for the device and services offered for supply against this RFP by the above-mentioned Bidder, and hereby undertake to perform the obligations as set out in the RFP in respect of such devices and services.

We assure you that in the event of M/s not being able to fulfill its obligation as M/s vendor in respect of the warranty and AMC terms defined in the RFP, (OEM Name) would continue to meet these either directly or through alternate arrangements without any additional cost to the Bank.

Yours Faithfully

Authorised Signatory

(Name:

Phone No.

Fax

E_mail

)

ANNEXURE 10: Undertaking of Information Security

(This letter should be on the letterhead of the bidder as well as the OEM/ Manufacturer duly signed by an authorized signatory on Information security as per regulatory requirement)

To

General Manager,
J&K Grameen Bank
Head Office, Narwal
Jammu-180 006 (India)

Sir,

Sub: RFP for Supply, Implement, configuration & Maintenance of Micro ATM Machine in OPEX model

We hereby undertake that the proposed hardware / software to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done)

Yours faithfully,

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #