

The Tripura State Cooperative Bank Ltd.

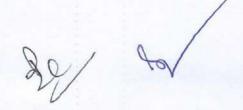
HEAD OFFICE:: AGARTALA

Request for Proposal (RFP) For Procurement of 12 nos. of ATM (Cash
Dispenser Machines) (includes OTC Lock
Management Solution - OLMS) along with
Terminal Management & Monitoring Solution
(TMMS).

RFP No. TSCB/HO/IT/ATM/TENDER/2025-26/01, Date:10.10.2025



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DISCLAIMER

The information in this Request for Proposal (RFP) Document, or any subsequent information provided to Bidders, whether verbally or in writing by Tripura State Cooperative Bank Ltd (the Bank) or its representatives, is subject to the terms and conditions outlined in this RFP and any additional conditions specified. This RFP is not an agreement or offer but an invitation from the Bank to eligible parties to submit Proposals. Its purpose is to provide Bidders with information to prepare their Proposals, though it may not include all details each Bidder might need. The RFP may not suit all recipients, and the Bank, its employees, or advisors cannot account for every party's investment objectives, financial situation, or specific needs.

The Bank, its employees, and advisors make no representations or warranties and bear no liability under any law, regulation, or tort for any loss, damage, cost, or expense arising from the RFP's content, accuracy, completeness, or reliability, or from participation in the bidding process. The Bank also assumes no liability, including for negligence, related to any Bidder's reliance on the RFP's statements.

Bidders must thoroughly review all instructions, forms, terms, and specifications in the RFP. Failure to provide all required information or submitting a non-responsive Bid may lead to rejection at the Bidder's risk. The Bank reserves the right, at its sole discretion, to update, amend, or supplement the RFP's information without obligation.



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Notification

Mode of Bid Submission	Physical Bids		
Procuring Authority	The Managing Director,		
1 Tocuring / Yautority	Tripura State Cooperative Bank Ltd.		
Bid Amount (Estimated Procurement Cost)	Rs. 45.00 Lakhs (plus applicable Taxes)		
Bid Security/EMD and Mode of Payment	Bid Security- 2% of Estimated Procurement Cost. The above payment of Bid Security has to be deposited through Demand Draft in favor of "Tripura State Co-operative Bank Ltd. payable at Agartala".		
	Bid Security may be paid through Bank Guarantee of a scheduled bank also.		
	In favour of "Tripura State Co-operative Bank Ltd", payable at Agartala"		
Bid Document/Processing Fee	Bid Document fee is Rs.5000/- The above payment of Bid Document fee has to be deposited through Demand Draft in favour of "Tripura State Co-operative Bank Ltd., payable at Agartala". Scanned copy of the demand draft receipt has to be submitted.		
Bid Start date	10.10.2025		
Last date for submission of pre- bid queries through email	24.10.2025, 5.00 pm		
	28.10.2025, 5.00 pm		
Last Date of submission of Bid	20.11.2025, 3.00 pm		
Opening of Technical bid	20.11.2025, 3.30 pm		
Opening of commercial bid	26.11.2025, 3.30 pm		

The Tripura State Cooperative Bank Ltd.

Head Office: 1st Floor, Cooperative Bank Building, Post Office Chowmuhani, Agartala, West Tripura, Tripura-799001,
e-mail: it.dept@tscb.co.in/it.tscbl@gmail.com



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bbreviations and Defi Authorized Signatory	The bidder's representative/ officer vested (explicitly, implicitly,		
	or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/authority having the Power of Attorney (POA) from the competent authority of the respective Bidding firm.		
BG	Bank Guarantee.		
Bid	A formal offer made in pursuance of an invitation (RFP) by a procuring entity and includes any Bid, proposal or quotation in electronic format.		
Bidder	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procuring entity.		
Bidding Document	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and include the invitation to bid-RFP.		
BoM	Bill of Material		
Competent Authority An authority or officer to whom the relevant administ financial powers have been delegated for taking decimatter relating to procurement. MD, TSCB in this document.			
Contract/ Procurement Contract	A contract entered into between the procuring entity and successful bidder concerning the subject matter of procurement.		
Contract/Agreement	"The Contract" and "The Agreement" both mean the agreements mentioned in this RFP to be executed between the Successful bidder and TSCB. Indicative Service Level Agreement with all the terms and conditions, scope of work, functional details etc. will be sent to the selected vendor in due course after completion of the selection process.		
ATM	Automated Teller Machines/Cash Dispenser		
DVSS	Digital Video Surveillance System of ATM & CR		
Day	A calendar day as per RBI.		
DCCB	District Central Co-operative Bank		
TMMS	Terminal Management & Monitoring Solution		
OLMS	OTC Lock Management Software		
MFK	Multi-Function Kiosk		
OTC	One Time Digital Combination Lock including required Keys		
LD	Liquidated Damages		
LoI	Letter of Intent		
NIT	Notice Inviting Tender		
OEM	Original Equipment Manufacturer		
PBG	Performance Bank Guarantee		
EJ	Electronic Journal		
FLM	First Line Maintenance		
FOB	Free on Board or Freight on Board		

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	(TMMS).		
FIU	Financial Intelligence Unit – India		
Col/CoP	Govt. of India/ Govt. of Tripura		
GoI/GoR NABARD	Development		
	Reserve Bank of India		
RBI	Information and Communication Technology		
ICT	Invitation for Bids (A document published by the procuring entity		
IFB	invitation for Bids (A document published by the producing inviting Bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bid and request for proposal)		
INR	Indian Rupee		
IT	Information Technology		
ITB	Instruction to Bidders		
NCB	National Competitive Biding		
NIB	Notice Inviting Bid		
Notification	A notification published in the Official Gazette		
PAN	Permanent Account Number		
PC	Procurement Committee		
PQ	Pre-Qualification		
Procurement Process	The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be		
Procurement/ Public Procurement	The acquisition by purchase, lease, license or otherwise of works goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through ar agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration and "procure" or "procured" shall be construed accordingly		
Project Site	Wherever applicable, means the designated place or places		
PSD/SD	Performance Security Deposit/ Security Deposit		
Purchaser/ Biding Authority/ Procuring Entity	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer. TSCB in this RFP document		
TSCB	Tripura State Co-operative Bank Ltd		
Service Provider	The Service Provider" means the successful Bidder.		
SLA	Service Level Agreement		
SLM	Second Line Maintenance		
Switch	Bank's ATM Switch/ Bank's FIS Switch		
State Government	Government of Tripura (GoT)		
STQC	Standardization Testing and Quality Certification, Govt. of India		
GST	Goods & Service Tax		
TIN	Tax Identification Number		
TPA	Third Party Auditors		
WO/PO	Work Order/ Purchase Order		





1. INVITATION FOR BID (IFB) & NOTICE INVITING TENDER (NIT)

TSCB/HO/IT/ATM/TENDER/2025-26/01, Date:10.10.2025

Name and Address of procuring entity	The TSCB Ltd., 1st Floor, Head Office, Post Office Chowmuhani, Agartala, Tripura-799001
Name and address of Procurement Officer	General Manager (Administration) The TSCB Ltd., 1st Floor, Head Office, Post Office Chowmuhani, Agartala, Tripura-799001
Subject matter of procurement	Supply, Installation, Testing, Commissioning & Maintenance of ATM (Cash Dispenser) Machine along with ATM Terminal Management & Monitoring Software (TMMS) Tool & OTC Lock Management Software (OLMS) Tool.
Bid procedure	Two Part Open Competitive Bidding: Technical Bid & Financial Bid.
Bid evaluation criteria (Selection method)	Technically Qualified bidder shall be selected on Lowest Cost Based Selection (LCBS) i.e. L1 bidder.
Website for downloading Bidding Document, Corrigendum's Addendums etc.	https://www.tscb.bank.in/
Date/ Time/ Place of opening Technical Bid	The TSCB Ltd., 1st Floor, Head Office, Post Office Chowmuhani, Agartala, Tripura-799001.
Bid Validity	90 days from Bid Closing/Submission Date.

The Tripura State Co-operative Bank Ltd. Agartala (Tripura)





Part- I: INTRODUCTION & MINIMUM ELIGIBILITY CRITERIA

INTRODUCTION

The Tripura State Cooperative Bank Limited (TSCB), established on January 21, 1957 is a premier cooperative bank head quartered in Agartala, Tripura. Registered under the Tripura Cooperative Societies Act, 1974 and governed by the Banking Regulation Act, 1949 and having its registered office at 1st Floor of Cooperative Bank Building, Head Office, Post Office Chowmuhani, Agartala, Tripura-799001, hereinafter called "the Bank" & "TSCB" is the Apex Cooperative Bank of the Tripura State having 66 Branches. Now, the Bank has planned to procure 12 new ATMs (Cash Dispensers) Machines for TSCB's 12 Branches. All the Branches of the Coop Banks are CBS enabled through Kiya.ai (OMNI Enterprise 3.0) as a Core Banking Solution and ATM Switch of Kiya.AI on OpEx Model. The Banks issues RuPay Classic and Platinum enabled Debit Cards to its valued customers.

OBJECTIVE OVERVIEW

Bank is planning to revamp/expand its ATM network by installing more Automated Teller Machines (Cash Dispensers) at on-site locations of TSCB at designated 12 Branches.

Against the above backdrop, TSCB invites Request for Proposal (RFP) from the prospective bidders having proven past experience and competence in the field of Supply, Installation, Testing, Commissioning & Maintenance of 12 (twelve) ATM (Cash Dispenser) Machine along with ATM Terminal Management & Monitoring Software (TMMS) Tool & OTC Lock Management Software (OLMS) Tool. The list of TSCB Branch locations (ANNEXURE-XVIII) for deployment of ATM machines.

Bidder should offer the Models of ATM Machines as per the Technical Specifications (or higher) provided in the RFP document which shall be supported for a period of at least 7 years after Installation, Testing, Commissioning.

MINIMUM QUALIFICATION/ELIGIBILITY CRITERIA

Only those Bidders, who fulfill the following all eligibilities criteria, are eligible to respond to this RFP. Offers received from the bidders who do not fulfill any of the following eligibility criteria are liable to be rejected.

S. No.	Basic Requirement	Specific Requirement	Documents Required	Compliance YES/NO
1.	Legal Entity	The Bidder should be a registered corporate in India registered under the Companies Act,1956/2013 or Indian Partnership Act	certificates. *Copy of Certificates of	

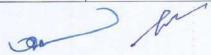


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		1932 or Limited Liability Partnership Act 2008 or Government Organization/Public Sector Undertaking/Private Sector Enterprise or a limited Company under Indian Laws in existence/registered at least 7 years as on RFP issuance date.	*Copies of Memorandum of Association *Copies of Articles of Association *PAN, TAN, GSTIN Certificate and any other tax related document if applicable is required to be submitted along with the eligibility bid.	
2.	Certificate of originality	The bidder should be either Original Equipment Manufacturer (OEM) of ATM Machines or their Authorized representative/ partner in India.	OEM MAF (Manufacturer Authorization Form) as per enclosed format.	
3.	Financial: Turnover from IT/ ITeS	Average Annual Turnover of the bidder from IT/ IteS (as per the last published audited accounts) during last three financial years i.e. from 2022-23, 2023-24 & 2024-25 (Audited/ Unaudited-certified by CA) should be at least Rs. 10.00 Crore.	Audited Statement of P&L & Balance Sheet, CA certificates of three years i.e. 2022-23, 2023-24 & 2024-25 (Audited/ Unaudited-certified by CA) CA Certificate should be duly signed and sealed with CA registration number.	
4.	Financial: Net Worth	The net worth of the bidder for the last three years, including as on 31/03/2025, should be Positive.	CA Certified Net Worth Certificate with CA"s Registration Number & Seal.	
5.	Technical Capability (i)	The bidder should be either Original Equipment Manufacturer (OEM) of ATM Machines or their authorized representative in India. The Bidder should have executed the total order for at least 50 ATMs in any Public Sector/ Private Sector/ Co-operative Banks in Tripura during the last seven year collectively as on bid submission date.	Price masked copies of supply order & Project completion / Phase completion report.	

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6.	Technical Capability(ii)	Proposed make & model of ATM Machines to be supplied under this RFP must be installed either by bidder or OEM (through any Vendor) and should be in working condition as on bid submission date (at least 300 number) in any Public Sector/ Private Sector/ Cooperative Banks in India. The proposed ATM Machines must not be declared end of support for next 7 years.	Price masked copy of PO/SLA along with Completion Certificates /Installation Reports/ Project sign-offs, including names of clients with phone and E-mail IDs etc. where service are provided.	
7.	Service Center	Bidder should have its Service Centre/s (owned/through partner) operational in Tripura and must be providing services of ATM Machines. Bidder should have centralized complaint monitoring system in place with toll free number, email for call logging.	List/Address of Service Center/s in Tripura along with toll free number, email & escalation matrix for call logging.	
8.	Debarred or Black-Listed	Bidder should not have been debarred / blacklisted by any Bank or RBI or any other regulatory authority or Financial Institutions in India as on date of RFP submission.	Annexure-xv is to be submitted.	





9.	Compliance Certificates to be submitted as per regulatory guidelines from RBI/NPCI	 UL(Underwriter Laboratory Inc. USA) 291 Level 1 Certification for ATM Currency Chest. EMV (Europay, MasterCard and Visa) Certificate for Card Reader – L1 & L2 approvals for 7 years validity with latest kernel and upgrades. ISO-9000/14000 Certificate. EPP – PCI PA DSS Certificate ATM should have BIS certification 	Self-attested copies of these certificates are to be submitted.	
10.	Undertaking	Bidder: - a) Should not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons; b) Should not have, and their directors and officers should not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings; c) Should not have a conflict of interest in the procurement in question as specified in the bidding document.	A Self Certified letter as per Annexure-X: Self Declaration	

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d) Should comply with the code of integrity as specified in the bidding	
document.	

Note:

In this tender process authorized representative / distributor / dealer in India on behalf of Principal OEM (Original Equipment Manufacturer) or Principal OEM itself can bid but both cannot bid simultaneously. In such case OEM bid will only be accepted. If an agent / distributor submits bid on behalf of the Principal OEM, the same agent / distributor shall not submit a bid on behalf of another Principal OEM in the same tender for the same item or product.

The service provider must comply with all above-mentioned criteria. Non- compliance of any of the criteria will entail rejection of the offer summarily. Documentary Evidence for compliance to each of the eligibility criteria must be enclosed along with the bid together with references. Undertaking for subsequent submission of any of the required document will not be entertained under any circumstances. However, TSCB reserves the right to seek clarifications on the already submitted documents. Non-compliance of any of the criteria will entail rejection of the offer summarily. Any decision of TSCB in this regard shall be final, conclusive and binding upon the service provider.

- 1.2 In addition to the provisions regarding the qualifications of the bidders as set out in (1) above: -
- 1.3 The procuring entity shall disqualify a bidder as per the terms given in Instructions to Bidder (ITB).
- 1.4 The procuring entity may require a bidder, who was pre-qualified, to demonstrate its qualifications again in accordance with the same criteria detailed in this bidding document. The procuring entity shall disqualify any bidder that fails to demonstrate its qualifications, if requested to do so.



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Part-II SCOPE OF WORK

A: ATM (Cash Dispenser) Machines.

- 2.1 Supply, Installation, Testing, Commissioning & Maintenance of 12 (twelve)
 ATM (Cash Dispenser) Machine along with ATM Terminal Management &
 Monitoring Software (TMMS) Tool & OTC Lock Management Software (OLMS)
 Tool having minimum Technical Specifications/Features as defined in respective
 Annexure-II & III.
- 2.2 The selected vendor shall have to necessarily install ATM Machines with good quality grouting of endpoints, Drilling 12"14" holes in the existing flooring using concrete drill bits and hammering metal sleeves in these holes. Repositioning the ATM Machines over the existing markings. Putting in anchor fasteners min 10"" long and min 12mm thick anchor fasteners with Y shaped at the bottom of the fastener (For hold strong the anchor fasteners with base), preferably of Fischer make. Applying resin adhesive (Araldite) over the finished bolt positions for improved bonding & Repairing broke tiles, if any".
- 2.3 The selected vendor shall connect & configure the ATM Machines with Bank's network and integrate with Terminal Management & Monitoring Solution (TMMS) & OTC Lock Management Solution (OLMS) Tool to be installed in Bank's DC/DR.
- 2.4 The selected vendor shall integrate the ATM Machines with the Bank's ATM/ATM Switch (Kiya AI or any other compatible switch Bank may decide in future) and Certification with NPCI without any additional cost to the Bank in coordination with respective stakeholders. It is the responsibility of the selected vendor to obtain necessary integration certification from Bank's ATM Switch vendor & NPCI. However, the certification fees to NPCI (if applicable) shall be paid by the Bank.
- 2.5 The ATM Machines should be able to accept/dispense all the denominations issued by RBI and as & when required by the Bank. The Cassettes configurations may be changed as per Bank's requirement. The Cassettes are to be compatible for calibration/recalibration as per size of currency notes. The Cassettes configuration/re-configuration and calibration/recalibration would be done by the selected vendor at no extra cost to the Bank during Warranty and the AMC Period. The selected vendor shall ensure that the ATM Machines shall be calibrated/recalibrated and configured to dispense/accept correct denomination of Currency / Bank notes.
- 2.6 The selected vendor shall update the software/solution to support all new variants of currency notes as well as new denominations, discontinuation of paper currency, if any, without any extra cost to the Bank during the period of Warranty and AMC.
- 2.7 The selected vendor shall ensure that only licensed copies of software & hardware shall be supplied and installed in the ATM Machines. The selected vendor shall grant an irrevocable perpetual unlimited license to the Bank to use the software in the provided hardware or machines. Further, all software supplied shall be of latest version and shall be provided to the Bank.
- 2.8 During the Warranty and AMC period, the selected vendor shall extend the On Site Service Support. The scope of Warranty and AMC shall include fixing the ATM Machines problems, up-gradation, supply, installation and implementation of upgraded versions of software (updates /upgrades) rectification of bugs/defects (if any), quarterly Preventive Maintenance of Hardware/Software, reinstallation & reconfiguration of firmware/software, whenever required at no extra cost to the Bank. The Preventive Maintenance shall be done by the

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selected vendor on quarterly basis and it should be done in first month of each quarter of the year.

2.9 The ATM Machines should include all features including Braille keyboards, FDKs that supports visually, physically handicapped persons suitable for visually challenged persons (with audio support) in English, Hindi and Bengali. The ATM Machines should have Voice Guidance flow enabled for the visually challenged along with Text to Speech, web extension services, EPP/functional keys based voice guidance support with internal speakers & audio jack. The selected vendor shall provide end to end solution and implementation, including server/ ATM switch application component (without any additional cost to the Bank) suitable for visually challenged persons (with audio support). The selected vendor shall also participate in the testing and end to end implementation and rollout of above features without any additional cost to the Bank.

2.10 The OTC locks & its required Keys shall be integral part of the ATM Machines supplied by respective selected vendors and the OTC Management Software Tool is provided by either of the selected vendor. However the respective selected vendor of the ATM Machines should arrange for change of password & replacement of lock or break opening of lock of ATM Machines without any additional cost to bank on account of any reason thereof except the lock is damaged in vandalism/the ATM attempt or in case of password lost/forgot by Bank

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2.11 In Case the Bank does not have any deployed existing ATM from the selected vendor he selected vendor(s) shall provide one ATM of same configuration / features (as per technical specification agreed in the bidding process) as a test bed to the Bank within 2 weeks for UAT/testing purpose. The same will have to be shifted, installed & configured by the vendor concerned (without any extra cost to the Bank) at Branches" locations/addresses advised by the Bank. The UAT & Preproduction test (including certification with NPCI, if required) has to be completed within 12 weeks of acceptance of purchase order including integration with the Bank's ATM Switch & CBS. The ATM switch compliance certificate has to be obtained from Bank's ATM switch vendor currently Kiya. Ai. The UAT & Preproduction tests signoff has to be done with Bank with reference to the scope.

2.12 The selected vendor(s) shall submit the relevant test certificate/guarantee certificate/PCI Compliance Certificates/licenses/regulatory requirement certificates etc. along with the

supplies, installation, commissioning and acceptance, as applicable to the Bank.

2.13 The selected vendor shall perform all the requisites at the time of end-to-end installation testing/commissioning the ATM Machines and obtain confirmation of satisfactory

completion from the Bank officials.

2.14 Service like DNS setting, IP address changes, changing currency cassettes configuration, cassettes calibration, changing combination lock setting or any other activities which cannot be performed by Centralized solutions, selected vendor shall provide/facilitate the same during the Warranty & AMC period without any extra cost to the Bank. Most of the times the activities may be scheduled during the PM visit or any other service call by the selected Vendor if the said requirement is not an urgent one, however in case of urgency the selected vendor must align the service engineer for these activities without any extra cost to the Bank.

2.15 The selected vendor(s) shall ensure minimum uptime of 98% for the ATM Machines (calculated on quarterly basis) throughout the period of Warranty & AMC. For calculation

purpose of uptime, the Bank will consider business hours 24 x 7x 365 basis.

2.16 The ATM Machines downtime report should be collected from the respective locations (including CBS, ATM switch or Terminal Management Solutions or any other mode that Bank decides) duly certified by Bank's officials. In case of any disputes in downtime, it should be resolved amicably/mutually agreed upon. However, the successful bidder shall

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submit the necessary proof that the failures are not on account of hardware & software of the ATM Machines and its related equipment.

- 2.17 Service Support is defined specifically as helpdesk, update/enhancement, upgrade, technical guidance, technical consultancy, enablement of features and functionality, problem solving and troubleshooting, providing technical solution, rectification of bugs, enabling features of the software already provided, providing additional user controlled reports, Changes in configuration & settings, device configuration, enabling parameterized features, future product information, migration, manpower resource allotment for preplanned activity, coordination for changes in structure, etc. without any additional cost to the Bank.
- 2.18 The selected vendor shall provide all the Firmware/Software updates as and when they are released for the ATM Machines, supplied and duly tested with ATM Switch and applied at all the ATM Machines. No charges shall be payable by the Bank for installation/reinstallation of any software / agent / patches / upgrade whatsoever, which may normally be applied during the quarterly preventive maintenance visits, if there is no urgency.
- 2.19 The selected vendor is bound to perform all hardware spares replacement in order to maintain the required uptime during the on-site comprehensive Warranty & AMC period covering all parts (except consumables viz. Cartridges, Ribbons, Paper Rolls only- All other items should be covered under Warranty & AMC & shall be delivered without additional cost to the Bank) & labour from the date of commissioning & acceptance of the systems at the respective locations.
- 2.20 The Bidders have to give/furnish an undertaking as a part of this contract to provide technical consultancy and guidance for successful operation of the ATM Machines and its expansion in future by the Bank during the Warranty and AMC period. The said undertaking letter shall be submitted along with the bid otherwise, the bid is liable for rejection.
- 2.21 The Hard Disk (of ATM Machines) should be able to store the EJ, Machine Logs/Machine Cameras/DVSS/ Images data for a period of at least 120 days. The Machine Cameras/DVSS image data should be retrievable remotely to address any dispute or as a response to police / regulatory authorities. The successful bidder will be responsible for providing EJ/Machine Logs/Image data (if otherwise not obtainable) as required by the Bank by retrieving from the machine physically within T+1 day of request by the Bank, without any additional cost to the Bank.
- 2.22 During Comprehensive Onsite Warranty and Comprehensive AMC period, the Bank will not pay any charges for Engineer's visit to the ATM sites and will not any part replacement cost during Warranty/AMC Period except if the ATMs part is physically damaged by miscreant, Fire and Natural Calamities. The Bank will not pay any charges for the parts damaged due to earthing/electrical issues, if the engineer fails to provide reports confirming that parts got damaged due to earthing/electrical issues with the approval of the respective Branches.
- 2.23 The selected vendor shall provide centralized complaint booking/logging facility to the Bank. The online dash board portal, if available, shall be provided to the Bank. The method of booking complaints shall be E-mail, Toll-free no, online web portal etc. Escalation matrix should be provided for all kinds of support & resolving of the issues.
- 2.24 The selected vendor shall provide/nominate dedicated Project Manager/Coordinator to act as SPOC for all activities starting from implementation to supervision of activities post implementation including the comprehensive Warranty & AMC period.
- 2.25 As & when custodian Branches raise complaints regarding ATM functioning and if the selected vendor provides phone guidance to the Branch for rectifying the issue & resultantly any spare including consumables or software gets damaged, then it will be the responsibility

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of the selected vendor to replace or reinstall the requisite spare/software on urgent basis without any additional cost to the bank.

- **2.26 Spare Parts:** The selected vendor shall always make available the spare parts, components etc. for the ATM Machines for a minimum period of 7 years.
- 2.27 Consumables: The Bank shall consider the following as consumables viz., Cartridges, Ribbons, Paper Rolls only. All other parts/spares shall be covered under Warranty & AMC and shall be delivered/replaced/installed by the selected vendor without any additional cost to the Bank.
- 2.28 Multi-vendor software compatibility: The selected vendor shall agree that the Bank reserves the right to bring in Multi-vendor software, hardware and if such a solution is contracted with a third party other than the selected vendor for ATM Machines, the selected vendor agrees to cooperate with the Bank without any extra cost the Bank.
- 2.29 The selected vendor shall be responsible for loading the Bank's approved software agent or Terminal Management & Monitoring Solution (TMMS) for EJ/Image pulling & Screen Content distribution and must coordinate with EJ/Image & Screen Content vendor to ensure that EJ pulling/Monitoring services are not disrupted. If the EJ agent is found to be disabled / disconnected (if it falls under the preview of OEM due to its action or inaction), the selected vendor shall restore it with no extra cost to Bank. EJ agent found disabled or disconnected has to be restored by selected vendor on or before T+1 basis of receiving intimation from Bank or its representative. If the selected vendor is not able to rectify / resolve the disabled or disconnected sites for EJ pulling on or before T+1 basis of receiving intimation from Bank or its representative, a penalty will be levied as mentioned under penalty & liquidity damage clause. Further, in case of any penalty (ombudsman award etc.) imposed on the bank due to non-availability of EJ due to disconnection, the Bank will recover the amount from selected vendor claimed by the cardholder. EJ agent shall be provided by the selected vendor for TMMS. The EFT selected vendor will help the Bank representative/vendor handling the EJ software for screen content distribution as & when required. Selected bidder is liable for penalty if he fails to connect the EJ on or before T+2 basis of receiving intimation from Bank or its representative.
- 2.30 The selected vendor must ensure before delivery that operating system is encrypted and hardened to block the unwanted/malicious services which are not welcome. The selected vendor has to provide comprehensive white listing solution to prevent the machine from any cyber-attack, intrusion, virus, worm, malware, Trojan any other malicious software or similar vulnerability known as on date as well as any future emergence. The selected vendor to ensure timely updation of TSS to safeguard the machine and its OS from any of above vulnerabilities without any extra cost to the Bank. The selected vendor to ensure implementation of only essential services and the security to the satisfaction of Bank's IT Security team. In case of any deviation / vulnerability, selected vendor to revert back to system hardening, post blocking as specified by Bank at no extra cost to the Bank within shortest possible time. The ATM Machines should be pre-installed with TSS Solution ported with latest patches. The TSS Patches, updates & enhancement are to be updated during PM activities/ auto updation on daily basis. If any loss to the Bank occurs due to not fulfilling the essential requirement of TSS norms, then the selected vendor undertakes to pay the amount of loss occurred to Bank along with penalty if any levied, within 7 days of
 - pay the amount of loss occurred to Bank along with penalty if any levied, within 7 days of incident happened or bill raised by Bank whichever is earlier.
- 2.31 The selected vendor to ensure that the admin access to the OS is controlled by dynamic password.
- 2.32 The selected vendor to ensure that customer data are saved in the machines as per the format/controls specified by the regulators/the Bank.

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- 2.33 The ATM Machines must be full EMV compliant as per & as on norms specified by the regulators at the time of installation. Further, The ATM Machines should be Biometric and Contactless enabled/ready and as & when required by the Bank in future, the selected vendor shall extend such support to the Bank for implementation of the Biometric & Contactless Access without any extra cost to the Bank. The selected vendor should supply necessary hardware & software and integrate with the bank ATM switch for Biometric or Contactless without any additional cost to the Bank.
- 2.34 The ATM Machines should be & remain Pests, Rats, Rodent etc. proof starting from the date of delivery till the life cycle (Warranty & AMC period) of the Machines. During the preventive maintenance reporting, vendor shall submit the certificate along with the images that rats or cobwebs or mesh is/are not present in the Machines. In case of any damage due Pests, Rats, Rodent etc., the selected vendor shall replace the damaged part/parts during the lifecycle of ATM Machines. The Bank will not accept any claim for replacement of any part/parts damaged by Pests, Rats, Rodent etc.
- 2.35 The selected vendor should provide all necessary training (including user & operational manual in both hard copy & PDF format) to Branch officials / custodian at the time of installation of Machines. if reasonably required, similar training should be provided on repeat occasions (may be during PM/complain visits) to the Branch official / custodian; without any extra cost to the Bank throughout the Warranty & AMC period.
- 2.36 The selected vendor is required to submit one set of OEM"s complete technical documentation in PDF as well as hard copies.
- 2.37 The selected vendor has to ensure that the ATM Machines delivered to the Bank are brand new (not refurbished), including all components and for confirmation, the selected vendor shall provide a letter/declaration to the Bank, signed by designated authorized signatory. The successful bidder should also ensure that all the software/updates supplied by the vendor are licensed and legally purchased.
- 2.38 The selected vendor must warrant all machines/equipment, accessories, spare parts etc., against any manufacturing defects throughout lifecycle (Warranty & AMC period) of the ATM Machines During the Warranty & AMC period the selected vendor shall maintain the equipment and repair / replace all the defective components at the installed site, at no additional charge to the Bank.
- 2.39 Bank will provide design screen for the ATM Machines. However if any new screen required, the same is to be provided by the selected vendor to the Bank.
- 2.40 The selected vendor shall ensure that date-time-stamp print of the Machine Cameras/DVSS image recording should exactly tally with ATM transaction date-timestamp printed in EJ. The selected vendor to ensure that Machine Cameras/DVSS images and Video are provided within 24 hours from the logging of the call (if not accessible otherwise) from Manage Services vendor/the Bank.
- 2.41 The selected vendor must ensure before delivery that ATM Machines will only boot from the primary HDD and nothing else. After the Machines made live and after all necessary services are started including EJ, Image & Screen Content distribution etc., it has to be ensured that all USB Ports/ unused ports are disabled. The permission to enable should be given to Branch authorized officers only. After this configuration changes, protect this configuration with the BIOS (non-generic) password, which will be managed by the selected vendor. The password should be given to custodian Branches in the sealed envelope.
- 2.42 The selected vendor should allow Bank Officials to change/set the BIOS and OS passwords for each ATM Machines & guide the custodian Branch to keep it sealed & protected for future use.

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- 2.43 The selected vendor shall provide all the software and other utilities including support required for facilitating integration, interface with Bank's existing Alarm Systems, e-Surveillance System, Multi-Vendor Software etc. for ATM Machines.
- 2.44 In the event of OEM ceasing support to the existing operating system, the selected vendor shall upgrade and install the latest higher version of operating system and all application software supporting the operating software for satisfactory function of ATM Machines without any extra cost to Bank and the selected vendor shall also upgrade hardware required to support the higher version of operating system at no extra cost to Bank throughout comprehensive Warranty & AMC period of the Machines.
- 2.45 The selected vendor shall provide/deliver 5 rolls of Receipt/EJ paper of 400 meters for each ATM Machines. The paper quality of each thermal printer paper should ensure print retention for up to six months. The selected vendor should also to provide the Receipt/EJ (as & when required) rolls for the future requirement of the Bank on payment basis.
- B: Terminal Management & Monitoring Solution (TMMS) Tool & OTC Lock Management Solution (OLMS part of ATM Machines).
- 2.46 Supply, Installation, Testing, Commissioning & Maintenance of Terminal Management & Monitoring Solution (TMMS) & OTC Lock Management Solution (OLMS part of ATM Machines) including required (bundled with) Computer/Server Hardware & OS Software for DC location having minimum Technical Specifications/Features as defined in respective Annexure IV & V.
- 2.47 The selected vendor shall have to necessarily install, test, commission & maintain the TMMS & OLMS application software tools on the designated hardware at Bank's DC & DR sites (as server application) and on the designated ATM/CR/MFK Machines (as client/agent tools) of the Bank for the period of on-site comprehensive Warranty and ATS/AMC of the application software tool complying all security parameters.
- 2.48 The selected vendor shall ensure that the TMMS & OLMS software solution should support the existing as well as new ATM/CR/MFK terminals/machines that the Bank may deploy subsequently in future.
- 2.49 The selected vendor shall grant the irrevocable perpetual unlimited licenses to the Bank to use the software application tools (TMMS & OLMS) & installed in the provided hardware or machines at Bank's DC & DR sites of the Bank. Further, all software supplied shall be of latest version and shall be provided to the Bank.
- 2.50 The selected vendor shall provide the perpetual unlimited licenses (TMMS & OLMS) so as that the Bank may connect any number of ATM/CR/MFK Terminals to manage, monitor and do OTC lock management i.e. the offer for TMMS & OLMS software tools shall be for unlimited terminal management and the Bank can add or update or remove the terminals to be managed/monitored as & when the Bank so desires.
- 2.51 The on-site comprehensive warranty of the TMMS & OLMS application software tools shall start from the date, the selected vendor(s) have successfully installed, tested, commissioned the Management tools & all the available terminals (ATM/CR/MFK) are connected with respective application software tool.
- 2.52 During on-site comprehensive Warranty and ATS/AMC period, the selected vendor shall extend the On Site Service Support. The scope of Warranty and ATS/AMC shall include fixing the software bug problems, up-gradation, supply, installation and implementation of upgraded versions of software/patches (updates /upgrades) rectification of bugs/defects (if any), reinstallation & reconfiguration of firmware/software of the TMMS & OLMS, whenever required at no extra cost to the Bank.

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- 2.53 The selected vendor is bound to perform all preventive maintenance, bug fixing & patch up gradation in order to maintain the required uptime during the on-site comprehensive Warranty & ATS/AMC period of the TMMS & OLMS software tools.
- 2.54 The selected vendor(s) shall ensure minimum uptime of 98% for the TMMS & OLMS software tools (calculated on quarterly basis excluding Bank's h/w failure time). For calculation purpose of uptime, the Bank will consider business hours 24 x 7x 365 basis.
- 2.55 The selected vendor(s) shall submit the relevant test certificate/guarantee certificate/PCI Compliance Certificates/licenses/regulatory requirement certificates etc. along with the supplies, installation, commissioning and acceptance of TMMS & OLMS software tools, as applicable to the Bank.
- 2.56 The selected vendor should provide all necessary training (including any user & operational manual in both hard copy & PDF format) to Branch officials / custodian and HO central IT team for administration of the TMMS & OLMS after successful installation of the applications. If reasonably required, similar training should be provided on repeat occasions (may be during PM/complain visits) to the designated officer/staff; without any extra cost to the Bank throughout the Warranty & ATS/AMC period.
- 2.57 The selected vendor shall provide/nominate dedicated Project Manager/Coordinator to act as SPOC for all activities starting from implementation to supervision of activities post implementation including the comprehensive Warranty & AMC period.
- 2.58 The selected vendor for OLMS shall supply of Operator Keys for OTC operation need to be handed over to the designated ATM/CR custodian without any extra cost the Bank.
- 2.59 The selected vendor for OLMS shall need to ensure that Operator Key(s) should be made available to custodian within 48 hours in case of its Loss or Physical Damage of the Key and the Bank shall bear the cost of the same.
- 2.60 The selected vendor for OLMS shall configure and activate lock to operate in OTC mode and shall provide necessary training to designated ATM/CR custodians & Head office Employees as & when required throughout during on-site comprehensive Warranty & AMC period. Operator Keys / User ID-password for OTC operation need to be handed over to designated ATM/CR custodians.
- 2.61 The selected vendor for OLMS shall configure the OTC Lock Management Services (OLMS), i.e. generation, sending and validation of the OTC pass code to make OTC locks operational and accordingly shall provide necessary training to the designated officer/staff/custodian of the Bank. The selected vendor will ensure that OTC pass-code should be valid for the time (in minutes) the Bank decides & notifies. If any validation request comes after decided/notified time (in minutes) of generation of OTC pass-code then same should be rejected during validation.
- 2.62 The selected vendor for OLMS shall provide physical keys required for activation of the locks, opening / closure of the locks and management of combination pass-codes as & when required by the Bank's custodian.
- 2.63 The selected vendor for OLMS shall enable the operator key and advise respective custodian (i.e. Bank official) to set the pass-code. In case of transfer of employee/forgot password by employee/ Technical glitch/ Disposal of machine/shifting of machine, the selected vendor will ensure the resetting of password as default with the help of respective key (For Ex: Reset the password to default by red key) within 48 hours from call logged by the Bank.
- 2.64 The selected vendor(s) must integrate all the System & other components supplied by them to make the system integrated and fully functional. In case of any problem it will be selected vendor(s)"s responsibility to locate the exact nature of the problem/fault(s) and rectify the same to the complete satisfaction to the Bank. The selected vendor(s) must also take necessary steps to install all the System components supplied by them. Moreover, any

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- relevant Software patches that are required to be applied to the software System to make it compatible with the Banks hardware must be identified and installed from time to time during the on-site comprehensive warranty & ATS/AMC period.
- 2.65 In case there is any interface to Bank's ATM switch, it is selected vendor(s)"s responsibility to cooperate with the ATM switch vendor of Bank and to ensure that the installation is successful. Bank will not make any payment for providing the interface of ATM switch to the ATM vendor. Further in future, if Bank opts for any other ATM switch the selected vendor(s)"s shall support/ facilitate bank in interface as well as installation and migration without any cost extra to the Bank.

C: SECOND LINE MAINTENANCE (SLM)

- 2.66 The selected vendor shall compulsory perform preventive maintenance (PM) activity during on-site comprehensive Warranty and AMC period. Preventive maintenance activity should be completed in every quarter (i.e. in the first week of first month of each quarter) and report should be submitted to the Branch custodian officials. Preventive maintenance activity including but not limited to physical verification, device configuration verification, device health check-up, cleaning of devices, fine-tuning the configuration, security checkup, verification of bugs/patches, taking backup of Machine Cameras/DVSS (on media provided by the Bank) and handing over to Branch/custodian etc. During Preventive maintenance, the engineer should also check the earthing parameters at the site and inform the Branch/custodian in case of any issue. Preventive Maintenance includes full and thorough check-up of the machine to identify faults, vital parts and EJ connection as well as Machine Cameras/DVSS availability and resolve the same if any. Preventive maintenance needs to be scheduled at a time convenient to the Vendor and the Bank Branch/custodian. The selected vendor is required to share the quarterly schedule of
 - Preventive Maintenance (ATM ID-wise) with Bank's Head Office. The selected vendor should submit hardcopy/scanned copy of the PM report (duly signed & stamped by bank officials of custodian Branch).
 - 2.67 The selected vendor is responsible for implementation of Hardware Level Configurationally changes, wherever required /necessitated throughout during Warranty & AMC period.
- 2.68 The selected vendor to ensure supply and installation of original (OEM make only) spare parts, wherever required, to take care of breakdowns and natural wear and tear or aging of the ATM Machines during Warranty & AMC period without any extra cost to Bank.
- 2.69 The selected vendor shall have to keep updating the security protocols and take all the necessary measures for developing suitable security and related action in order to ensure that Machines" operations are run flawlessly and without any security threat Physical or Logical.
- 2.70 Cash reconciliation will be done by the Bank Officials/representatives. In case of any dispute occurs, the selected vendor based on the call log by the Bank or its representatives, shall to provide necessary support for identification of the entry & smooth reconciliation without any extra cost to the Bank during the period of Warranty & AMC.
- 2.71 It is the responsibility of the selected vendor(s) to change/upgrade/customize the infrastructure supplied by them during the Warranty & AMC period for ensuring the compliance of statutory/regulatory bodies like RBI, IBA, NPCI and VISA/MasterCard requirements at no additional cost to the Bank.

D: COMPLIANCE TO REGULATORY GUIDELINES

2.72 All Regulatory/Statutory/NPCI/RBI/UIDAI etc. guidelines, Industry regulations and audit compliance published before bid submission date required to be complied by the selected

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vendor without any additional cost to the Bank. However, if there is any additional hardware/software changes required for compliance of

Regulatory/Statutory/NPCI/RBI/UIDAI etc. guidelines published after bid submission date, same will be completed by selected vendor on mutually agreed rates. Testing & commissioning cost of the same has to be borne by the selected vendor for both hardware and software. Bank may also procure the necessary compatible software which the bidder has to install at no additional cost to the Bank.

- 2.73 In future, Bank may carry out design modification and/or application addition to the Bank's network, including modification for the security policy implementation. Accordingly, the selected vendor should carry out necessary configuration changes in ATM Machines as advised by the Bank from time to time (during Warranty & AMC period) without any extra cost to the Bank.
- 2.74 The selected vendor is to ensure implementation of mandatory physical security requirements mentioned in ATM security guidelines issued by RBI/NPCI.
- 2.75 Any other RBI/NPCI/Regulatory guidelines governing to ATM Machines operations are to be adhered by the selected vendors.



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Part-III INSTRUCTION TO BIDDERS (ITB)

3.1 LAW GOVERNING THE PROCUREMENT PROCESS

The Law relating to procurement "The DFPRT ACT2018, and DFPRT Rules 2019" [hereinafter called the Act and Rules] under the said Act, have come into force which are available on the website of State Public Procurement Portal https://tripura.gov.in. Therefore, the bidders are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the Bidding process. If there is any discrepancy between the provisions of the Act and the Rules shall prevail.

3.2 POWER OF ATTORNEY/ AUTHORIZATION LETTER OR RESOLUTION COPY

In case of company, Board Resolution in favor of Authorized Person and Power of Attorney / Authorization letter (from authorized person executed on stamp paper of appropriate value), in case the authorized person delegates authority to another person of the company to sign the Bid documents, is to be submitted with bid documents.

3.3 BIDDING DOCUMENT

The Bidder is expected to examine all the instructions, forms, terms and conditions in the Bidding Document. Failure to furnish all information required by the Bidding Document or submission of a bid not substantially responsive to the Bidding Document in every respect will be at the Bidders" risk and may result in the rejection of its bid without any further reference to the bidder. Bidder should strictly submit the bid as per RFP failing which bid will be rejected as non-responsive.

3.4 AMENDMENT OF THE BIDDING DOCUMENT

At any time prior to the last Date and Time for submission of bids, the Bank may, for any reason, modify the Bidding Documents through amendments at the sole discretion of the Bank. All amendments shall be uploaded on the Bank's websites (www.tscb.bank.in) and will be binding on all who are interested in bidding.

In order to provide prospective Bidders a reasonable time to take the amendment if any, into account in preparing their bid, the Bank may, at its discretion, extend the deadline for submission of bids.

3.5 COST OF BIDDING

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

3.6 LANGUAGE OF BIDS

The bids prepared by the bidder(s) and all correspondence and document relating to the bids exchanged by the bidder and TSCB, shall be written in English.

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3.7 AUTHENTICATION OF OVERWRITING

Any inter-lineation, erasures, or overwriting shall be valid only if the person(s) signing the bid initial(s) them.

3.8 PERIOD OF VALIDITY OF BIDS

Bid shall remain valid for **90 days** from last date of submission of bid prescribed by Bank. A bid valid for shorter period is liable to be rejected by Bank. The bidders may be required to give consent for the extension of the period of validity of the bid, if so desired by Bank in writing. Refusal of such consent would not forfeit the Bid Security/EMD and granting of request will not allow the bidder to revise/ modify his bid.

3.9 LATE BIDS

Any bid received by the Bank after the deadline for submission of bid will be rejected.

3.10 BID CURRENCY

The Prices in the bid document shall be expressed in Indian Rupees (INR) only.

3.11 BID SECURITY/EMD

Bidders are required to submit the Bid Security/EMD valid for 240 days from the last date of submission of Bids in the form of NATM-RTGS/Pay Order/ Demand Draft/ Bank Guarantee (BG) of a Scheduled Bank favoring "The Tripura State Co-operative Bank Ltd.", payable at Agartala.

Bid Security/EMD should be submitted along with the hard copy of the Bid Document in a separate envelope duly super scribing as "Bid Security/EMD for Request for Proposal (RFP) For Procurement of ATM (Cash Dispenser) Machines (includes OTC Lock Management Solution - OLMS) along with Terminal Management & Monitoring Solution (TMMS)".

The Bid Earnest Money Deposit/Bid Security will be forfeited in case of:

- · Withdrawal of the bid by a bidder after opening of the bid.
- · Successful bidder not accepting the purchase order.
- · Withdrawal/back out from the commitments by the successful bidder.

Release of Bid Security/Earnest Money Deposit:

- In case of unsuccessful bids, the Bid Security/EMD will be returned to the unsuccessful bidder after completion of the process.
- The Bid Security/EMD of the selected vendor will be returned after submission of Performance Bank Guarantee (PBG) by the selected vendor as per requirement of this RFP document.

3.13 BIDDING PROCESS (TWO STAGES)

For the purpose of the present job, a two-stage-bidding process will be followed. The response to the present tender will be submitted in two parts:

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Technical bid (Part-I) & Financial bid (Part-II)

The bidders will have to submit the Technical and Financial bids duly encrypted with different passwords via mail. The Technical bid along with the supporting documents (duly signed at every page by authorized person) will have to be submitted in physical form also. Each eligibility criteria and respective supporting document must be indexed and flagged for easy reference.

a) Technical bid (Part-l)

The bidder will have to submit the technical supporting document in sealed envelopes, duly super scribing "Request for Proposal (RFP) For Procurement of ATM (Cash Dispenser) Machines (includes OTC Lock Management Solution - OLMS) along with Terminal Management & Monitoring Solution (TMMS)."

Technical supporting document will also contain all the documents (including All Annexures) as per RFP document. All the annexure should be duly signed by authorized signatory and sealed.

TECHNICAL SUPPORTING DOCUMENTS will NOT contain any pricing or financial information at all. Technical supporting documents with any financial information will be rejected.

In the first stage, only TECHNICAL BIDs will be opened and evaluated. Only those bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be short-listed for next stage of evaluation.

The bid shall contain no interlineations, erasures or over writing except as necessary to correct errors made by the Bidder, in which case such corrections shall be duly confirmed under signature/initials of the person(s) signing the bid.

b) Financial bid (Part-ll)

Under the second stage, the FINANCIAL BID of only those bidders, whose technical bids are responsive, will be opened. Only the technically eligible bidders after receiving intimation of their eligibility acceptance will share the password for the encrypted financial bid during the financial bid opening meeting.

Financial bids should be submitted only through mail i.e. it.dept@tscb.co.in/it.tscbl@gmail.com and signed using Digital Certificate by the Bidder to bind the bidder to the contract.

Financial bids shall be uploaded online as per following details:

Sr#	Document type	Online Upload format	
1	Financial Bid – Format in xls/xlsx	As per BOQ (.XLS/.XLSX) format available on e-Procurement portal (ANNEXURE- XIII)	

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3.14 Pre-Bid Meeting & Pre-Bid Queries

The Bidders are required to submit pre-bid queries (if there is any), within the stipulated timelines as given in the General Tender Details, through email (In excel format only) it.dept@tscb.co.in/it.tscbl@gmail.com.

S. No.	RFP Page No.	RFP Clause Name & No.	RFP Clause Contents	Bidder's Query/Suggestion/Remarks

The queries submitted under pre-bid queries must be submitted in the above-mentioned mail ids mentioned above, will only be discussed in the pre-Bid meeting and their subsequent websites will be uploaded/published on Bank's responses ">https://www.tscb.bank.in/>">.

The Bidders are required to go through the RFP and any subsequent Corrigendum's/clarifications meticulously and submit their queries timely to avoid any last minute issues.

3.15 SUBMISSION OF BIDS

The Bidders are required to strictly submit their bids in encrypted form at mail id it.dept@tscb.co.in/it.tscbl@gmail.com. The RFP document and further corrigendum, if any can also be downloaded from bank's website https://www.tscb.bank.in/. The Bids received after closing of the bid in the mail will be summarily rejected without any reason. The financial bid should be submitted through mail only.

All the documents uploaded should be digitally signed with the DSC of authorized signatory who has been authorized by the bidder firm to sign the bid.

All the documents uploaded should be signed and sealed on each and every page. The bidder should ensure that all the required documents, as mentioned in this bidding document, are submitted along with the Bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format/contents may lead to the rejections of the Bid submitted by the bidder

All the technical supporting documents should be submitted manually or reach via registered courier service before the final date & time of bid submission at the following address -

The Managing Director, Tripura State Cooperative Bank Ltd, 1st Floor of Cooperative, Head Office, Post Office Chowmuhani, Agartala,

Tripura-799001

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The hard copy of the technical bid to be submitted should contain all the required Annexures in original. The Bidder to ensure submission of the bid strictly as per the requirement of the RFP. Kindly do not submit any extra documents/certificates, which are not required.

3.16 DEADLINE FOR SUBMISSION OF BIDS

The Bids must be submitted not later than the specified date and time mentioned in the Bid Document. If specified date of submission of bids being declared a holiday for the Bank, the bids will be opened on the specified time in the next working day. The Bank may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of the Bank and bidders, previously subject to the deadline, will thereafter be subject to the deadline extended. All the correspondence should be addressed to Bank at the following address.

The Managing Director, Tripura State Cooperative Bank Ltd, 1st Floor of Cooperative, Head Office, Post Office Chowmuhani, Agartala, Tripura-799001

3.17 MODIFICATION AND WITHDRAWAL

The Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will allow to be modified after the submission of bid. The Bids withdrawn shall not be opened and processes further. The bidder shall not be allowed to withdraw the bid, if bidder happens to be successful bidder.

3.18 CONTACTING THE BANK

Any effort by a bidder to influence the Bank in evaluation of the bid, bid comparison or contract award decision may result in the rejection of the Bidders' bid. Bank's decision will be final and without prejudice and will be binding on all parties.

No bidder or person participating in a procurement process shall act in contravention of the code of integrity as per relevant Act/Law and prescribed by the Government of Tripura.

3.19 TERMS AND CONDITIONS OF THE BIDDING FIRMS

The bidding firms are not allowed to impose their own terms and conditions to the bid and if submitted will not be considered as forming part of their bids. The Bidder has to strictly comply with the terms and conditions mentioned in the RFP.

3.20 NO SUBCONTRACTING

Joint venture, consortium or associations of companies is not allowed to bid. The bidding firms are not allowed to subcontract any of its duties or obligations under the contract/agreement with the Bank.

3.21 LOCAL CIRCUMSTANCES

The bidders must acquaint themselves with the local conditions/circumstances and factors, which may have any effect on the performance of the contract and / or the cost and any correspondence in this regard, shall not be entertained.

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3.22 BANK'S RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS

The Bank reserves the right to accept or reject any bid and annul the bidding process or even reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or without any obligation to inform the affected bidder or bidders about the grounds for the Bank's action. The bank reserves the right to accept or reject any technology proposed by the bidder.

3.23 ALTERNATIVE/ MULTIPLE BIDS

Alternative/ Multiple Bids shall not be considered at all and liable to be rejected in all.

3.24 OPENING OF BIDS

All the bids will be opened at the date, time and locations mentioned in RFP (as per tender schedule). The technical bids will be opened in the presence of representatives of the bidders who choose to attend.

The bid opening process may be joined online by the bidders. A Conference link will be share upon request.

The bidders names, modifications, bid withdrawal and the presence or absence of requisite Bid Security/EMD and such other details, as Bank at their discretion, may consider appropriate will be announced at the bid opening.

The Bank shall conduct a preliminary scrutiny of the opened Technical Bids to assess the prima-facie responsiveness as per Terms & Conditions of this RFP.

3.25 CLARIFICATIONS OF BIDS

To assist in the examination, evaluation and comparison of the bids the Bank may, at its discretion, ask the bidder for clarification and response shall be submitted in writing, duly signed & stamped by the authorized signatory and no change in the price or substance of the bid shall be sought, offered or permitted. The clarification and response received from bidder will subsequently be part of bid submitted by that bidder.

3.26 PRELIMINARY ANALYSIS

The Bank will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required information has been provided as underlined in the bid document, whether the documents have been properly signed, and whether bids are generally in order.

Arithmetical errors shall be rectified as follows:

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- If there is any discrepancy in total amount and multiplication of unit rate and Multiplication factor, unit rates will prevail and the total amount shall be recalculated on the basis of Unit rate and multiplication factor.
- If there is any discrepancy between words and figures, the amount in the words will prevail.

The bid determined as not substantially responsive will be liable for rejection by the Bank and may not be made responsive by the bidder by correction of the non-conformity. The decision of the Bank in this regard will be final.

The Bank may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

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3.27 REVELATION OF PRICES

The prices in any form or by any reasons should not be disclosed in the technical or other parts of the bid except in the commercial bid. Failure to do so will make the bid liable to be rejected.

3.28 CONTACTING BANK OR PUTTING OUTSIDE INFLUENCE

The Bidders are forbidden to contact Bank or its employees on any matter relating to this bid from the time of submission of commercial bid to the time the contract is awarded. Any effort on the part of the bidder to influence bid evaluation process, or contract award decision may result in the rejection of the bid.

3.29 EVALUATION AND AWARD CRITERIA

After opening of the Technical bids, all the documents and annexures (except commercial documents/offer) will be evaluated first by the Bank.

A) First Stage: (Technical Evaluation)

- a. The Bid document must be submitted in a single bound file (loose pages will not be accepted). All the pages of the Bid Document must be serially numbered as published by the Bank and must be signed in Full signature by the authorized signatory and stamped by Bidder's Official seal. All Annexures must be on the letterhead of the Bidder, except those, which are to be provided by OEM/CA/third party. All documents, addressed to the Bank, should be submitted in Original. (Photocopies will not be accepted).
- b. All third party documents must be signed by their authorized signatory and his/her designation, Official E-mail ID and Mobile no. should also be evident. The Bidder is also required to substantiate whether the person signing the document is authorized to do so on behalf of his company. Inability of the Bidder to prove the validity/authenticity of any document may make the bid liable for rejection.
- c. The Technical bid will be opened on the stipulated Date & Time & in presence of authorized representative of all the bidders (both physically in person or online through conference)(if they choose to be present) who have submitted technical bid successfully (both online & in physical File) within the stipulated timelines set by the Bank.
- d. First of all, the Bid Document/Processing Fee and Bid Security/EMD of all the bidders will be verified. If any Bid Document/Processing Fee and Bid Security/EMD are not found in order, that bidder(s) will be declared ineligible for further participating in the tender process.
- e. After that, the technical bids will be evaluated based on the eligibility criteria defined in the RFP/Bid document. The Bids complying with all the eligibility criteria and confirming compliance to all the Terms & Conditions of RFP/Bid document would be further evaluated on technical parameters.
- f. The Bidders satisfying the technical requirements as determined by the Bank and accepting the Terms and Conditions of this (RFP/Bid) document shall be short-listed for further process. The determination will take into account the bidders financial, technical and support capabilities as per RFP, based on an examination of documentary evidence submitted by bidders.
- g. The Bank reserves the right to accept or reject any product/ item/ technology/ module/ functionality proposed by the bidder without assigning any reason thereof. The Bank also reserves the right to reject any Bid, in case any of the Technical Specification as per

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Annexure II, III, IV & V are not in compliance to Bank's requirement. The decision of the Bank in this regard shall be final and binding on all the bidders.

B) Second Stage: (Opening of Financial Bid)

- a. The Financial Bids of only those bidders, whose technical bids have been shortlisted, will be opened online. The Bank reserves the right to accept or reject any technology proposed by the bidder without assigning any reason thereof. The decision of the Bank in this regard shall be final and binding on all the bidders.
- b. The financial bids shall be opened in the presence of shortlisted bidders, if they choose to be present physically or through conference. The intimation of time and place of opening of commercial bids will be informed separately to the shortlisted bidders only. If the shortlisted bidders or their duly authorized representatives are not present, the commercial bids will be opened in their absence. No information regarding the Commercial opening will be provided later to the bidders who did not attend the commercial opening, neither telephonically or through email.
- c. After opening of commercial bids as above, commercial evaluation & verification of the bids will be done by the Bank. Any arithmetic errors will be rectified as per clause 3.26-Preliminary Analysis.

C) Selection Method: (Prices are considered before applicable GST)

There may be separate L1 vendor(s) for ATM Machines (includes OLMS) and TMMS but preference will be given to the single vendor if the prices of other item (TMMS) supplied by the other vendor are equal (or met) to the prices offered by the vendor who is offering for both the items i.e. ATM Machines and TMMS.

- For OLMS application, the bidding offer is the part of ATM Machines bid i.e. the separate offer only for OLMS application will not be accepted by the Bank.
- For supply, integration & maintenance of TMMS application, the L1 vendor will be decided as per the lowest offer received from the bidder and that may be the bidder who is offering/bidding for ATM Machines.

The selection process shall be based on the Total Project Cost to the Bank <u>inclusive all taxes excluding GST</u>, if there is a single bidder offering/bidding for all the items (i.e. ATM Machines and TMMS), the preference shall be given to such bidder provided that Total Project Cost offered by such bidder is less than or equal to the Total Project Cost of Items offered by the different i.e. two or more bidders. In this regard, Bank shall not accept any dispute and all participating bidders have to abide by Bank's decision.

D) Except in the case of procurement by method of single source or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted. Negotiations may, however, be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.

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E) Lack of Competition

- a. A situation may arise where, if after evaluation of Bids, it may end-up with one responsive Bid only. In such situation, the Bank considering all aspects of tender process as per the applicable rules, may consider the single responsive bid provided that:
 - i. The Bid is technically qualified;
 - ii. The price quoted by the bidder is assessed to be reasonable;
 - iii. The Bid is unconditional and complete in all respects;
 - iv. There are no obvious indicators of cartelization amongst bidders; and
 - The bidder is qualified as per the provisions of pre-qualification/ eligibility criteria
 of the bidding document.
- b. The decision of the Bank in this regard shall be final and binding on all the bidders.
- F) A Bid shall be treated as successful only after the competent authority of the Bank has approved the procurement in terms of the Bidding process.
- G) The Bank shall award the contract to the vendor(s) whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the Bidding document.
- H) Within the bid validity period, the Bank shall inform the successful bidder, in writing, that its Bid has been accepted.

3.30 RIGHT TO VARY QUANTITY

If the Bank does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.

Repeat work/supply orders for extra items or additional quantities may be placed on the rates and conditions given in the contract with due approval from competent authority of the Bank. Delivery or completion period may also be proportionately increased.

3.31 CONFIDENTIALITY

"Confidential Information" mean all information which is material to the business operations of either party or its affiliated companies, in any form including, but not limited to, proprietary information and trade secrets, whether or not protected under any patent, copy right or other intellectual property laws, in any oral, photographic or electronic form, whether contained on computer hard disks or floppy diskettes or otherwise without any limitation whatsoever. All and every information received by the parties and marked confidential hereto shall be assumed to be confidential information unless otherwise provided. It is further agreed that the information relating to the Bank and its customers is deemed confidential whether marked confidential or not. This clause shall survive even after the expiry / termination of the agreement.

All information relating to the accounts of the Bank's customers shall be confidential information, whether labeled as such or otherwise.

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All information relating to the infrastructure and Applications (including designs and processes) shall be deemed to be Confidential Information whether labeled as such or not. The vendors" personnel/resources responsible for the project are expected to take care that their representatives, where necessary, have executed a Non-Disclosure Agreement similar to the provisions of the Non-Disclosure Agreement signed between the Bank and the vendor.

Each party agrees that it will not disclose any Confidential Information received from the other to any third parties under any circumstances without the prior written consent of the other party unless such disclosure of Confidential Information is required by law, legal process or any order of any government authority. The vendor(s) in this connection agrees to abide by the laws especially applicable to confidentiality of information relating to customers of Bank and the Bank per-se, even when the disclosure is required under the law. In such event, the Party must notify the other Party that such disclosure has been made in accordance with law, legal process or order of a government authority.

Each party, including its personnel, shall use the Confidential Information only for the purposes of achieving objectives set out in the Agreement. Use of the Confidential Information for any other purpose shall constitute breach of trust of the same.

The vendor shall ensure to filter all phishing / spamming / overflow attacks in order to ensure availability and integrity on continuous basis. The vendor shall also implement any enhanced solutions mandated by security requirements for any / all types of Software / support.

The security aspect of the solution / software will be comprehensively reviewed periodically by the Bank, and the vendor shall carryout modifications / updates based on the security review recommendations on case-to-case basis without any cost to Bank.

3.32 FORCE MAJEURE

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

- Acts of God, natural calamities, including but not limited to floods, droughts, earthquakes and epidemics;
- Acts of any country, domestic or foreign, including but not limited to war, declared or undeclared priorities, quarantines, embargoes;
- 3. Acts of public enemy, accidents and disruptions including but not limited to fires, explosions, breakdowns of essential machinery or equipment;
- Transportation delay due to force majeure or accidents;
- Strikes, lockouts and sabotages;
- Riots and civil commotions;
- Lockdown imposed by Govt, Pandemic declared by Govt and Quarantine restriction imposed by the govt. etc.
- 8. Provided that the bidder/vendor shall notify the Bank in writing of such causes within ten days from the occurrence of such a cause.
- 9. Unless otherwise directed by the Bank in writing, the bidder/vendor shall to the extent possible mitigate the consequences of the force majeure event and make all necessary alternative arrangements to perform their obligations and accordingly continue to perform its obligations under the contract as far as possible, and shall seek all means for

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- performance of all the obligations, not prevented by the Force Majeure event. It is further clarified that the act of force majeure will not cover any instance of commercial hardship.
- 10. Provided further that in case of delay in Services/Supplies, which shall be solely decided by the Bank, the Bank shall not be held liable for non-performance of its obligations under the contract and the Bank shall have the right to terminate this contract without giving any further notice to the bidder/vendor.
- 11. Further, Bank also reserves the right to assign the work to other L2/L3 bidders or/and service providers without any consequences and claims.

3.33 NON DISCLOSURE

By virtue of Contract, as and when it is entered into between the Bank and the selected vendor, and its implementation thereof, the selected vendor may have access to the confidential information and data of the Bank and its customers. The selected vendor will enter into a Non-Disclosure Agreement (indicative NDA as Annexure-XVII) to maintain the secrecy of Bank's data including following:-

- That the selected vendor will treat the confidential information as confidential and shall
 not disclose to any third party. The selected vendor will also agree that its employees,
 agents, sub-contractors shall maintain confidentiality of the confidential information.
- 2. That the selected vendor will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without consent of the Bank.
- That the selected vendor will also agree to protect the confidential information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance.
- 4. That, without limitation of the foregoing, the selected vendor shall use reasonable efforts to advise the Bank immediately in the event when the selected vendor learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the selected vendor, and will reasonably cooperate in seeking injunctive relieve against any such person.
- 5. That the successful bidder will strictly maintain the secrecy of Bank"s data at all level.
- This clause will remain valid even after the termination or expiry of the contractual obligation of the selected vendor.

3.34 CANCELLATION OF BID/ BIDDING PROCESS

The Bank reserves the right to accept or reject any bid and annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for its action.

3.35 DELAYS IN THE SUPPLIER'S PERFORMANCE

Performance of the Services shall be made by the selected vendor/supplier in accordance with the time schedule specified by the Bank. Any delay in performing the obligation by the selected vendor/supplier will result in imposition of liquidated damages and/or termination of contract for default. The Bank may consider exempting this clause in case of Force Majeure.

3.36 GOVERNING LAW AND DISPUTES

Legal Jurisdiction: All disputes are subject to Agartala Jurisdiction only.

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All disputes or differences whatsoever arising between the vendor & the Bank out of or in relation to the construction, meaning and operation or effect of this Tender Document or breach thereof shall be settled amicably. In case of failure to resolve the disputes or differences between the vendor & the Bank amicably, the matter may be referred to the Registrar, Cooperative Societies, Tripura, Agartala for arbitration under the Tripura Co-operative Societies Act, 1974 and its amendments thereto. The award made in pursuance thereof shall be binding on the vendor & the Bank. Any appeal will be subject to the exclusive jurisdiction of courts at Agartala, Tripura only.

The vendor shall continue to work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued or until the decision to contrary of the arbitrator or the umpire, as the case may be, has been obtained by vendor.

The venue of the arbitration shall be Agartala, Tripura only.

3.37 PATENTS RIGHTS

The bidder shall indemnify the Bank against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods, or any part thereof in India.

The bidder shall, at their own expense, defend and indemnify the Bank against all third party claims or infringement of intellectual Property Rights, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India.

The bidder shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the supplier shall be fully responsible for, including all expenses, court, and legal fees.

The Bank will give notice to the bidder of any such claim without delay, provide reasonable assistance to the bidder in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

The bidder shall grant to the Bank a fully paid-up, irrevocable, non-exclusive license throughout the territory of India to access and use services (and other software items) provided by the supplier, including-all inventions, designs and marks embodied therein in perpetuity.

3.38 INDEMNITY

The bidder/vendor assumes responsibility for and shall indemnify and keep the Bank harmless at all times from all liabilities, claims, costs, expenses, taxes (except GST) and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the bidder's/vendor"s obligation, negligence or/and misconduct under these general conditions or for which the bidder/vendor has assumed responsibilities under the purchase/supply/installation/maintenance contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed/hired/deployed/services utilized by the bidder/vendor or bidders/vendors in connection with the performance of any

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system covered by the purchase/supply/installation/maintenance contract/SLA of this RFP. The bidder/vendor shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the purchase contract and to protect the Bank during the contract period with AMC. Where any patent, trade mark, registered design, copyrights and/ or intellectual property rights vest in a third party, the bidder/vendor shall be liable for settling with such third party and paying any license fee, royalty and/ or compensation thereon.

In the event of any third party raising claim or bringing action against the Bank including but not limited to action for injunction in connection with any rights affecting the machines/software supplied by the bidder/vendor covered under the purchase/supply/installation/maintenance contract or the use thereof, the bidder/vendor agrees and undertakes to compensate/defend and / or to assist the Bank in defending at the bidder's/vendor's cost against such third party's claim and / or actions and against any law suits of any kind initiated against the Bank. The selected vendor will also assume full responsibility of any loss or damage caused due to any of their onsite engineer/representative.

The Bank shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party services and the bidder/vendor shall compensate the Bank for any such financial loss arising out of such claim/litigation.

3.39 INTELLECTUAL PROPERTY RIGHTS

The bidder/vendor warrant that in the course of providing the services, they shall not infringe upon any third party Patent, Copyright, Design, Trademark, or any other Intellectual Property Rights for system hardware/software and application software. The bidder/vendor shall indemnify and at all times keep the Bank fully indemnified and hold harmless against any and all losses, damages, costs and expenses including Attorney's fees, which may be incurred as a result of any claim or action associated with such infringement, provided however, the Bank agrees to give prompt notice to the bidder/vendor of any such claim or action, gives complete authority and freedom to the bidder/vendor in defending and/or settling such claim and gives all reasonable assistance to the bidder/vendor in doing so. The remedy available to the Bank under this clause will survive termination of the Purchase Order such that in the event of violation of IPR claim by any third party after the expiry of the contract between Bank and the bidder/vendor, the indemnity clause listed herein will be valid and applicable beyond the contract period.

3.40 NON-EXCLUSIVITY

Notwithstanding anything contained in the agreement between bidder/vendor & the Bank, the arrangement hereby agreed between the parties, shall be on a non-exclusive basis. The Bank reserves its right to appoint/engage one or more vendor/service provider(s) to provide like services concurrently or otherwise during the currency of said agreement.



and for

Part-IV TERMS AND CONDITIONS (T&C)

2.1 ACCEPTANCE OF ORDER (WORK ORDER PLACEMENT)

The Work Order(s) will be placed by the TSCB. The selected vendor shall have to accept and acknowledge work orders within 7 days from the date of work order placement. The Bank have right to cancel the orders and invoke the Bid Security/forfeit the EMD of the vendor or Performance Bank Guarantee, if the same is not accepted within a period of 7 days from the date of work order, otherwise it will be considered as accepted.

2.2 SIGNING OF CONTRACT

The selected vendor shall mandatorily enter into a Service Level Agreement (SLA), Non Disclosure Agreement (NDA) with respective Bank on non-judicial stamp (to be purchased from Tripura only) of specified value at vendor's cost and submit the Performance Bank Guarantee within 30 calendar days from the date of Letter of Intent/Work Order given by the Bank. The letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid. If the SLA/NDA are not signed and PBG is not submitted within the given period (45 Calendar days) Bid Security clause will be invoked & Bid Security/EMD will be forfeited after a grace period of 15 calendar days.

The selected vendor(s) has (ve) to accept all terms and conditions of the Bank and should not impose any of its own conditions upon the Bank. A bidder who does not accept any or all conditions of the Bank shall be disqualified from the selection process at any stage as deemed fit by the Bank.

2.3 PERFORMANCE SECURITY

The selected vendor(s) has/have to submit the Performance Bank Guarantee, detailed as under:

- The selected vendor(s) will have to submit Performance Bank Guarantee to the Bank within one month of LOI/Work Order amounting to 5% of total cost of the Work Order i.e. Purchase Cost of the respective item/items as per SLA & valid for 36 months.
- Performance Bank Guarantee furnished above shall remain valid for a period as above for fulfilling all contractual obligations of the vendor, including warranty obligations and defect liability period.
- On increase of number of ATM or AR machines beyond the initial Purchase Order, a fresh PBG required to be submitted to the Bank for valid for a period as above for fulfilling all contractual obligations of the vendor, including warranty obligations and defect liability period.
- 4. Before expiry of the above mentioned PBG submitted for total cost of purchase order, the selected vendor has to submit fresh Performance Bank Guarantee (PBG2) covering 10% amount of AMC/ATS for 4 year of respective hardware/software product valid for 48 months and minimum claim period of 3 months of total number of ATM Machines & OLMS, TMMS software tools ordered through this RFP to L1 vendor(s) respectively. This PBG2 should be submitted before expiry of the existing PBG submitted for original work order, failing which the Bank will invoke existing PBG submitted against original work order to L1 vendor(s). In case the successful bidder fails to submit the renewed PBG2, the

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Bank shall have full right to invoke the existing PBG. The selected vendor will continue submit the PBG2 on same terms & condition for remaining period of contract including AMC & ATS.

- 5. The Performance Bank Guarantee should be issued by any Scheduled Bank other than The Tripura State Cooperative Bank Ltd.
- 6. The Performance Bank Guarantee will be furnished for due performance of the complete Solution provided by the respective vendor(s).
- 7. In case selected vendor submits any false information or declaration letter during the Tender process or period of the contract, the Bank shall invoke the EMD/Performance Bank Guarantee submitted by the vendor to recover penalty/damages. In case successful bidder fails to perform the contract, Bank shall invoke the Performance Bank Guarantee to recover penalty/damages.
- 8. No interest on Performance Bank Guarantee will be paid by the Bank.

2.4 NOT ACCEPTANCE/ NON EXECUTION OF WORK ORDER

In case the vendor shortlisted through this RFP process (herein called "selected vendor" or "vendor") refuses to accept / execute the work order, the Bank reserves the right to place the order to other successful bidders in its sole discretion. The Bank is having all the rights to recover the penalty amount from PBG as well as any amount payable, expenses, costs etc from such selected vendor who refused to accept/executed the work order. The Bank also reserves the right to blacklist/debar the said selected vendor in such eventuality without giving any notice thereof in this regard for a period of further three years from the date of blacklisting/debarment.

2.5 SCOPE OF SUPPLY

Subject to the provisions in the bidding (this) document and the contract, the goods and related software/services to be supplied shall be as specified in the bidding (this) document.

Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related software/services as if such items were expressly mentioned in the Contract.

The bidders/vendor(s) shall not quote software/solutions that is/are likely to be declared as End of Sale/Service/Support for a period of 7 Years from the last date of bid submission. OEMs are required to mention this in the MAF for all the quoted software. If any of the software is found to be declared as End of Sale/Service/Support, then the selected vendor shall replace all such software with the latest ones having equivalent or higher specifications without any extra cost to the Bank.

All solutions shall be Ipv6 enabled and compliant.

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2.6 DELIVERY & INSTALLATION

The selected vendor(s) shall provide one ATM Machine of same configuration / features (as per technical specification agreed in the bidding process) as a test bed to the Bank at designated place decided by the Bank within 2 weeks for UAT/testing purpose.

After successful UAT & Preproduction test with Bank's ATM Switch & CBS (including certification with NPCI, if required) as per the respective Scope of Work mentioned herein, the supply, installation (including grouting) & commissioning of the rest of the products/items is completed with 3 weeks at designated locations/Branches of the Bank.

The date on which the complete products/items are delivered will be taken as the date of delivery. In case of part delivery of the products the date of last items (at last location) delivered will be taken as the date of delivery.

The vendors need to maintain detailed status of PO, Delivery, Installation, payment, Warranty Status, AMC/ATS Status and Call status for each hardware/software at their level. The Bank may ask for the same for verifications purpose.

The selected vendor(s) for ATM (includes OLMS) and TMMS application software tools, is/are required to install, test & commission the respective applications as & when necessitated by the Bank as per respective Scope of Work mentioned herein.

The Bank will be free to shift the place of installation of the products within the same city/town/district/division. The selected vendor shall provide all assistance, except transportation, in shifting of the equipment, if any.

2.7 INSURANCE

The hardware/equipment to be supplied under the contract shall be fully insured till installation & commissioning of the respective equipment by the selected vendor against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and installation. The selected vendor shall, however, arrange for a minimum insurance of 30 days after delivery, in case installation is delayed due to the Vendor. The Bank will not be responsible for any loss to vendor on account of non-insurance to any equipment or services till 30 days after delivery. All expenses towards insurance shall be borne by the selected vendor.

2.8 WARRANTY

The products i.e. ATM Machines and Software products supplied shall be under a comprehensive onsite Warranty of **36 months** from the date of successful installation & commissioning in the Bank's office/Branch locations. During the period of Warranty, the selected vendor shall in addition to attending our calls for repairs/maintenance, conduct quarterly preventive maintenance and no charges shall be payable for the supplied & installed products including parts replaced or requiring replacement.

The selected vendor shall warrant that the products supplied under the contract are of the most recent version and they incorporate all recent improvements in design and/or features. The selected vendor shall further warrant from design or from any act or omission of the vendor that may develop under normal use of the supplied products in the conditions prevailing in India.

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The selected vendor should undertake to provide maintenance support to the equipment and arrange for spare parts for a minimum period of 7 years from the date of installation. Annual Maintenance Contract has to be entered into separately with the Bank, as per terms & conditions for this purpose. The selected vendor should undertake to guarantee minimum uptime of 98% and should execute Service Level Agreement for the same. The selected vendor should execute AMC/ATS Agreement (after completion of Warranty period) with the Bank as per terms & Conditions without any exception.

The selected vendor must provide comprehensive onsite Warranty of three (3) years from the date of installation as per respective Scope of Work. The Installation will also include integration with Bank's CBS & ATM Switch including testing/integration with NPCI. The Warranty will cover shall be provided as per respective Scope of Work mentioned herein. The selected vendor has to rectify the defects / replace the defective parts and equipment wherever required free of cost during the Warranty period.

During the Warranty period the Bank will not pay any charges for Engineer's visit to Branches/Bank offices and any part replacement cost during Warranty Period except the machine part is physically damaged by miscreant or due to any natural calamities as Fire/Flood etc.

The selected vendor will have to maintain the availability of spare parts of ATM machine at all locations of Tripura State for a minimum period of seven (7) years from the date of installation & commissioning of system. If the selected vendor is not able to maintain the equipment for seven (7) years, they shall have to replace the equipment (i.e. ATM Machines) with new one for the remaining period at their own cost.

During warranty period, selected vendor shall guarantee an uptime of 98% for the entire/core solution proposed. The vendor shall in addition, comply with the performance specified under the contract. If for reasons attributable to the vendor, these guarantees are not attained, in whole or in part, the supplier shall, make such changes, modifications, and/or additions to the Products or any part thereof as may be necessary in order to attain the Contractual guarantees specified in the Contract, at its own cost and expense, and to carry out further performance test.

The Bank shall promptly notify the selected vendor in writing of any claim arising under the Warranty. Upon receipt of such notice the vendor shall, with all reasonable speed repair or replace the defective products or parts thereof without any cost to the Bank.

If the vendor having notified, fails to remedy the defects(s) within the specified period, the Bank may proceed to take such remedial action as may be necessary, at the vendor's risk and expenses and without prejudice to any other rights, which the Bank may have against the vendor under the contracts.

The selected vendor shall provide free maintenance services during the period of Warranty. After Warranty period vendor will do Annual Maintenance of the entire system for a minimum period of 4 year. Professionally qualified personnel who have expertise in the solution supplied by the vendor will provide these services. During the maintenance period, also the selected vendor will have to guarantee an uptime 98% to the entire solution on Quarterly basis. The

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maximum response time for maintenance complaint from the site of install shall not exceed 24 hour including of travelling time.

If a Product does not materially conform to its Warranty and the Bank gives the vendor, notice during the Warranty period, vendor will at its discretion correct, repair, replace the Product, or if applicable re-perform the Service, at no extra cost to the Bank. If vendor is unable to do so within a reasonable time and the Bank request a refund in writing within 30 days after Banks initial notice, the vendor will refund the purchase price of the nonconforming Product. The vendor may require return of nonconforming Products prior to issuing a refund. The Bank may also Blacklist the vendor and invoke the Bid Security/EMD and Bank guarantee of vendor who is unable to provide the product as per RFP specification and participate in RFP.

Warranty should cover the following activities:

- The selected vendor shall be fully responsible for the Warranty for all equipment's, accessories, spare parts, software products etc. against any defects/bugs arising from design, material, manufacturing, workmanship or any act or omission of the manufacturer and/or any defect/bug that may develop under normal use of supplied products during Warranty period.
- 2. The selected vendor should attend the call & arrange the visit of engineer to the concerned site within 24 hours of receipt of complaint (including travelling time). In case any hardware fault is there, part(s) should be replaced within 24 hours of attending the call.
- Warranty would cover free updates / maintenance patches / bug fixes / kernel upgrade (available from the original software vendor) for system/application software & firmware patches / bug fixes/ for hardware.
- 4. The selected vendor will obtain written acknowledgement from the Bank after completion of Warranty period for successful sign off Warranty period year on year basis.
- In case of repetitive hardware/software failure (two or three times in a quarter), it shall be replaced/reinstalled/reconfigured by equivalent new system by the vendor at no extra cost to the Bank.
- The selected vendor should provide onsite Preventive Maintenance (PM) every quarter as per respective Scope of Work during the contract period.
- 7. Deployment of all third party software and its patches will be the responsibility of the selected vendor. The vendor is responsible for development, UAT & Pilot testing & deployment of patches related to upgrade & updates for Information Security, Application software, OS (Operating System), TSS for pushing the patches centrally (without any cost to the Bank) and in case centrally pushing does not happen (for all set of machines or for some specific machines or software products), the vendor will develop, perform UAT & Pilot testing, deploy these patches by field visit without any cost to the Bank. The vendor is responsible for development & deployment of all these patches during the contract period without any cost to the Bank. If build is required to be created due to upgradation/replacement of any patch or application, then vendor will deploy the build in machines without any cost to the Bank.

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2.9 PREVENTIVE MAINTENANCE

Preventive maintenance activity needs to be carried by selected vendor on quarterly basis (under Warranty/AMC/ATS obligations) for smooth functioning of the products supplied. The Bank may also fix certain activities for preventive maintenance such as:

- · Network IP/Port change requirement.
- · Connection of EJ agent and Terminal Security Software.
- · Push screen manually.
- Any other maintenance activity / requirement of the Bank shall be covered under preventive maintenance activity.

2.10 UPGRADES AND UPDATES

The selected vendor shall be required to provide all future updates and upgrades for the proposed Solution & software provided free of cost during contract period as soon as possible but not later than 30 days of Update/upgrade available for the procured solution. If however, the upgrades/updates is not available then the support for the implemented Solution & software should be available during Warranty & AMC/ATS contract period.

The solution (software or hardware or both) provided by the successful vendor should not be declared end of sale within 7 years of sign off the project. If at all, the solution (software or hardware or both) is declared end of sale within 7 years of sign off, the successful bidder has to provide the upgraded version (software or hardware or both) free of cost, to the Bank.

2.11 COMPREHENSIVE ANNUAL MAINTENANCE SERVICES

After the expiry of initial Comprehensive Warranty Service Period of 3 (Three) years, Second Line Maintenance (Annual Maintenance & Technical Support Contract) for a period of 4 (Four) years shall be effective. The payment for this service would be made on quarterly basis. Invoices shall be raised within seven days after completion of quarter. The AMC/ATS prices are exclusive of Tax, which will be paid at, actual by the Bank. The AMC/ATS services are to be provided on a 24x7x365 basis.

The AMC/ATS rate would be applicable for 24x7x365 support and response time should not be more than 24 hrs. (including travelling time).

During the period of AMC/ATS, the vendor shall in addition to attending to Bank's calls for repair/maintenance, conduct quarterly Preventive Maintenance and no charges shall be paid for Hardware/Software Products including parts replaced or requiring replacement. The AMC/ATS would cover free updates / maintenance patches / bug fixes / kernel upgrade (available from the OEM) for system software & firmware patches / bug fixes/for hardware etc.

The AMC/ATS period shall cover free supply and replacement of all spares, components, devices as well as labor excluding consumable items mentioned herein as per Scope of Work.

All other parts will repaired/replaced and restore it to good operating condition without any cost to Bank except part is damaged due to reasons as flood, earthquake, natural calamities and vandalism cases, miscreant handling, fire, the ATM, burglary.

The quoted AMC/ATS rate would be applicable for 24x7x365 support. During the support period (Comprehensive Warranty and AMC/ATS, if desired), the vendor shall ensure that

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services of professionally qualified personnel are available for providing on-site maintenance of the product and its components as per the Bank's requirements. Maintenance shall include, among other things, day to day maintenance of the Products as per the Bank's requirement, reloading of firmware/software, compliance to security requirements like TSS etc. when required or in the event of system crash/malfunctioning, arranging and configuring facility as per the requirements of the Bank, fine tuning, system monitoring, log maintenance, etc. In case of failure of product (hardware, software or any of its components), the vendor shall ensure that product is made operational to the full satisfaction of the Bank within the given timelines. The selected vendor shall provide Preventive Maintenance schedules as per periodicity, which shall be specified in advance.

The vendor is responsible for development & deployment of patches related to upgrade & updates for Information Security, Application software, OS (Operating System), TSS application for pushing the patches centrally (without any cost to the Bank) and in case centrally pushing does not happen (for all set of machines or for some specific machines), The vendor will deploy these patches by field visit without any cost to the Bank. The vendor is responsible for development & deployment of all these patches during the contract period without any cost to the Bank. If build is required to be created due to up gradation/replacement of any patch or application then the vendor will develop, perform UAT & Pilot testing and deploy the build in the machines or software products without any cost to the Bank.

2.12 ONSITE TECHNICAL SUPPORT

The Vendor(s) shall provide one official from its technical team with company provided Laptop at TSCB Head Office to provide onsite assistance to the Bank staff during the testing & implementation phase of the project (until complete sign off of the project) in resolving any issues being faced in testing & implementation of supplied Products i.e. ATM Machines & Software Solutions, at no Extra Cost to the Bank. This resource shall act as Project Manager and SPOC for scheduling, implementation, rollout & management of the project during the testing & implementation phase of the project.

After successful testing & implementation of the project, the vendor(s) shall nominate (along with complete escalation matrix) one official from its technical team to provide assistance to the Bank staff during the comprehensive Warranty & AMC/ATS period in resolving any issues being faced in day to day working of supplied Products i.e. ATM Machines & Software Solutions, at no Extra Cost to the Bank.

2.13 TRAINING

The selected vendor shall impart free of cost complete administration/hands-on training for day-to-day operations / maintenance of offered solutions/products as per Scope of Work mentioned herein.

2.14 TAXES

The rates quoted in Performa for Commercial Offer should be inclusive of all taxes except GST. However, GST shall be paid to the vendor on actual basis at the rate applicable. The rate of applicable GST should be informed and charged separately in the respective Invoices generated for Supply/Maintenance (Warranty/AMC/ATS) of the products/solutions.

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The TDS etc., if applicable, shall be deducted at source/ paid by concerning banks (TSCB & all DCCBs) as per prevailing rates.

2.15 SYSTEM UPTIME

The selected vendor has to guarantee minimum uptime of 98% during Warranty/AMC/ATS service period. For calculation purpose of uptime, the Bank will consider business hours 24x7x365 basis. For this purpose total elapsed time will be between receiving the break down message (over telephone or otherwise) and making the system functional excluding traveling time will be treated as down time.

2.16 OBTAINING REQUISITE FORMS, ROAD PERMIT ETC

Obtaining of the Road permits, approvals, other statutory forms etc. will be the sole responsibility of selected vendor. The selected vendor shall pay all the costs involved in the performance of its responsibilities. However, the Bank will sign the necessary forms/declarations, if so required to fulfill the supplies and for this purpose, the vendor will provide the necessary documents i.e. Performa invoice etc.

2.17 PAYMENT MILE STONES

All payments shall be released by the Head Office of the respective Bank after successful installation, testing & commissioning of all the functionalities of products/solutions supplied, as per following conditions:

- a) Invoices shall be issued by the selected bidder addressed to The Managing Director, TSCB. The vendor needs to submit the original invoices (in two copies) in specified format along with RTGS Bank account details (imprinted on Invoice itself) of the vendor as per following schedule of payment to be released by the respective Bank.
- b) 90% of total work order/purchase order value shall be released as the initial project payment after successful installation, testing & commissioning of all the functionalities of products/solutions supplied by the vendor. The vendor shall submit the related installation & commissioning reports and Bank sign off documents as per Scope of the Work along with according Invoice of 90% amount payable.
- c) The remaining 10% of total work order/purchase order value shall be released at the end of 1 year from the date of successful installation of the final ATM.
- d) The payments shall be made only for the services provided by the vendor as mentioned in the scope of work. The payment shall be inclusive all taxes excluding GST, which shall be paid as per applicable rates or on producing original invoices. The rate of applicable GST should be informed and charged separately in the invoices generated. In case the Service Provider is enjoying any Tax exemption for any particular component or components, the vendor shall submit the relevant certificates/documents issued by such regulatory authority in India for availing the said Tax exemption. If the tax exemption ceases during the tenure of the contract, Bank shall not pay the exempted tax component, which is levied due to cessation of exemption.
- e) The Payment will be made after deducting TDS as per Income Tax Rules, GST TDS as applicable and any other Govt. dues/taxes, which may be levied in future.
- f) All expenses, duties, stamp duty, taxes (including GST), other charges / expenses if any, which may be levied in connection with execution of the Contract shall be borne by the selected vendor only.
- g) All payments shall be made in Indian Rupees only. The Payment will be release on pro rata basis.

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- h) The Bank may withhold payment of any amount that it disputes in good faith for the services rendered, related to erroneous invoice and may set-off penalty amount which service provider owes the Bank under the SLA obligations.
- The payments will be released only after submission of PBG and signing of SLA and NDA by selected vendor.

2.18 PENALTY

- a) Due to Late Delivery: The products/solutions are to be delivered within stipulated time from the date of work order & as per Scope of Work:-
 - Penalty at the rate of 1% of invoice amount per week of order amount of undelivered items will be charged for late delivery with a maximum cap of 10%. For this purpose, the period will commence from the date of work order (Less delivery period).
 - 2. The Bank reserves the right to cancel the work order in case complete delivery/services are not affected within the stipulated time.
 - 3. If the selected vendor is not able to provide 90% of products/solutions ordered in a month under mentioned delivery period ordered by the Bank, then Bank may transfer the orders to other successful bidder (either L2 or L3) or may cancel the remaining order applicable to the vendor under contract period and invoke the Bank Guarantee or/and Forfeit the EMD/Bid Security.

b) Due to delay in installation

The selected vendor shall be responsible for installation & commissioning at the specified Bank site as given in work order/purchase order from the date of delivery. The Penalty will be charged @ 1% of invoice amount of total cost of order value per week for delay in installation & commissioning, with maximum cap of 5%, which will be over & above the late delivery charges/penalty.

c) Penalty for system up time

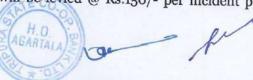
The selected vendor has to guarantee minimum uptime of 98% on Quarterly basis during comprehensive Warranty & AMC/ATS period. For this purpose total elapsed time between receiving the breakdown message (over telephone or otherwise) and making the system functional or providing standby machine/component, will be treated as down time. It will be calculated on Monthly basis. Bank will charge penalty in case of not meeting the uptime requirements as under:

- 1. During the Warranty period, for every fall of 1% up time, charges will be deducted @ 1% of the cost of the system/solution subject to maximum 10%. Such deduction shall be applicable on AMC/ATS amount of machine, whenever starts. If vendor is not able to maintain the required uptime in a three consecutive months for all the products/solutions supplied under this RFP, then Bank may invoke the Bank Guarantee or/and Bid Security/EMD. However, downtime which is not attributed to OEM shall be excluded during the count the actual uptime like downtime due to switch, network, power, machines under supervisory mode.
- 2. In case of AMC/ATS, charges will be deducted @ 10% of the AMC amount subject to a maximum of 50% of AMC amount of the system for the quarter.

d) Penalty for Spare Part Replacement

For spare parts / accessories ordered by the Bank, if any, impacting the operation of Machines/products, the response & resolution time will be 24hours and for all other items, which do not impact the operations of the Machines/products, two working days. Penalties will be levied @ Rs.150/- per incident per day subject to maximum of Rs.

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10,000/- for incidents which affect the working/operations of the ATM during warranty and maximum 10% of the AMC/ATS amount of the particular machine/product during AMC/ATS period. The penalties will be recovered from any payment due to the vendor under any contract with the Bank or AMC/ATS payment due/will due to machines/products/solutions whenever AMC/ATS starts.

e) Recovery of Penalty

During Warranty Period: Amount of penalty will be recovered from the vendor, on demand from the Bank. The vendor will have to undertake to pay the penalty amount as prescribed by the Bank or agree to deduct the same from the 5% of amount held as security during warranty period or from the AMC/ATS payment whenever AMC/ATS starts. The vendor will show the penalty in Warranty/AMC/ATS invoice. The Bank also reserves the right to invoke the Performance Bank Guarantee for recovering the penalty amount.

During AMC/ATS Period: Amount of penalty as per above clauses will be recovered/adjusted while making payment of the AMC/ATS for the equipment covered under the AMC/ATS contract. In case of non-renewal of AMC/ATS, the vendor will submit an unconditional undertaking to pay the pending penalty amount or damages immediately after demand from the Bank. The Penalty may also be recovered from any payment due to the vendor or any future payment.

The balance of penalty, if any, shall be demanded from the vendor and when recovery is not possible, the Bank shall take recourse to law in force.

f) Not Acceptance/ Non Execution of Order

In case the vendor refuses to accept / execute the work order, the Bank will procure the same from the respective OEM as per terms & conditions and rate accepted by OEM. The vendor has to bear the different cost of the items/products/solutions (the Bank is having all the rights to recover the difference/ penalty amount from PBG as well as any amount payable to the vendor).

If required, the Bank may also take action against the vendor and blacklist them without any correspondence in this regard.

g) Penalty for non-deployment or delay in deployment of On-site FM (Facility Management during Installation, Testing & Commissioning phase) support resource for TSS (Terminal Security Solution) and offsite SPOC resource after successful commissioning & during Warranty, AMC/ATS period.

The vendor needs to ensure deployment of on-site resource and SPOC within 15 days from the date of work order for carrying out the installation, testing & commissioning work. If vendor fails to deploy the resource and SPOC to the Bank within the timeline, then Bank shall impose penalty of Rs.10,000/week.

Further, the vendor needs to ensure that off-site FM (Facility Management) support resource shall be available for the Bank for all 365 days during the Warranty & AMC/ATS period as per the timing given by the Bank. If resource is not available and vendor does

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not arrange alternate resource, then the Bank shall impose penalty of Rs. 5000/week for hardship caused to the Bank due to support resource.

2.19 LIQUIDATED DAMAGES

The Bank will consider the inability of the vendor to deliver or install the equipment within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of the vendor. The liquidation damages represent an estimate of the loss or damage that the Bank may have suffered due to delay in performance of the obligations (relating to Supply, Installation, Commissioning, Operationalization, Implementation, comprehensive Warranty, Maintenance (AMC/ATS) etc.) by the vendor.

If the vendor fails to deliver any or all of the products/solutions or perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 10% of the complete contract amount. The Bank may also consider termination of the contract.

The vendor should adhere to laws of the land and rules, regulations and guidelines issued by the various regulatory, statutory and Government authorities as required from time to time during the course of the contract. The Bank reserves the right to ascertain information from the Banks and other institutions to which the vendor has rendered its services for execution of similar projects. Such feedbacks from high-ranking officials would also form part of vendor selection and any strong adverse comment/action about products or services or solutions would make the vendor ineligible for further assessment/processing. If the selected vendor fails to complete the due performance of the contract in accordance to the terms and conditions, the Bank reserves the right either to terminate the contract or to accept performance already made by the selected vendor after imposing Penalty on Selected Vendor.

In case of termination of the contract due to breach committed by the Successful Vendor, the Bank reserves the right to recover an amount equal to 10% of the Contract value as Liquidated Damages.

Both Penalty and Liquidated Damages are independent of each other and are applicable separately and concurrently. The penalty is for delay/lack of performance and not for termination, whereas the liquidated damages may be applicable on the event of termination on default.

The vendor shall perform its obligations under the agreement entered into with the Bank, in a professional manner. If any act or failure by the vendor under the agreement results in failure or inoperability of systems/products/solutions and if the Bank has to take corrective actions, to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures. If the vendor fails to complete the due performance of the contract in document, the Bank reserves the right either to terminate the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated damages for non-performance.

Any financial loss to the Bank on account of fraud/data breach/loss/damage, third party claims of infringement of patent, trademark or industrial design, etc. taking place due to selected vendor, its employees or due to selected vendor's negligence shall be recoverable

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from the vendor along with the damages, if any, with regard to Bank's reputation and goodwill. Decision of the Bank in this regard shall be final and binding on the vendor.

Regulatory Compliance: The selected vendor shall be held liable for any non-compliance or delay in compliance to Regulatory/Statutory guidelines. Any new advisory/guidelines issued by regulatory authorities like RBI, NPCI, GOI etc. need to be implemented free of cost. Any penalty imposed by the Regulator on Bank will be the responsibility and liability of the selected vendor and the bank shall be compensated for the same.

2.20 EXACT ITEMS AS PER CONFIGURATION

The vendor shall ensure that products/solutions supplied to the Bank are exactly as per specifications indicated in the work order & this RFP and they shall be fully responsible for these in case of any dispute arising at any stage.

2.21 ADDITIONAL REQUIREMENT FOR INSTALLATION

Additional requirements of installation such as power distribution points from mains power supply, any civil works for conducting etc., suitable well-ventilated space for ATM Machines shall be assessed by vendor and these requirements have to be intimated to the Bank within 2 weeks of date of work order. The vendor shall guide/assist the Bank in finalizing such requirements as considered necessary for installation of products/solutions.

2.22 USER MANUALS

The selected vendor would provide complete user manuals and block schematic diagram of ATM Machines/Product/Solutions supplied under the contract along with detailed electrical circuit diagram/wiring (wherever necessary) details along with the list of components etc.

2.23 ALTERNATE ARRANGEMENT

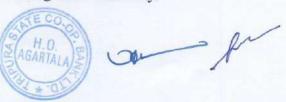
The selected vendor would provide replacement for ATM Machines, if the machine installed in the Bank's office(s)/centers is to be taken to their workshop for any repairs etc.

2.24 LIMITATION OF LIABILITY The vendor's aggregate liability under the contract shall be limited to a maximum of the contract value.

In the following circumstances, limitation of liability shall not apply and the vendor shall be liable for amount of cost, damages, compensation, penalty etc. suffered by the bank:

- Breach of the confidentiality provisions.
- 2. Liability for an infringement of a third party's IPR by the vendor.
- Employment liabilities for vendor's staff relating to the period of their employment with in contractual period while working with the Bank.
- Any other liability that cannot be capped or excluded as a matter of applicable law and imposed by the statutory authority/ government bodies/ court tribunals etc.
- 5. Liability of the vendor in case of gross negligence or willful misconduct attributable to the vendor while providing services under the contract.
- Liability of the vendor in case of fraudulent acts or willful misrepresentation attributable to the vendor regarding the services provided under the contract.
- 7. This limit shall not apply to third party claims.
 - a. IP Infringement indemnity.

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b. Bodily injury (including Death) and damage to real property caused by successful vendor/s' gross negligence. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by the Bank on the selected vendor that gave rise to the claim, under this RFP/Tender.

2.25 INFORMATION SECURITY

The vendor upon selection will comply with all the present and future provisions of the Information Security Policy/Guidelines of RBI, NPCI, Respective Govt. Agencies and the Bank and provide such regulatory requirements during the contract period. The Solution may be audited by the Regulatory Authority and any observation pointed out by such authority has to be complied by the vendor within the timelines stipulated by the regulatory agencies. The offered products/solutions shall be subjected to Bank's audit through off-site and on-site scrutiny at any time during the contract period. The auditors may be internal/external. The vendor should provide solution and implementation for all the audit points raised by Bank's internal/external team during the contract period, within the stipulated timelines.

2.26 NO RIGHT TO SET OFF

In case the vendor has any other business relationship with the Bank, no right of set-off, counter-claim and cross-claim and or otherwise will be available under this RFP/contract to the vendor for any payments receivable under and in accordance with that business.

2.27 PUBLICITY

Any publicity relating to the work/works to be carried out in the Bank towards this project is strictly prohibited. No information of any nature related to this project shall be disclosed to any third party unless otherwise necessary prior permission of the Bank.

2.28 TERMINATION OF CONTRACT

1. Termination for Default

The quality of products/solutions supplied by the vendor will be reviewed and if the services/products/solutions are not found satisfactory, the Bank reserves the right to terminate the contract by giving 30 days" notice to the vendor. The decision of the Bank regarding quality of products/solutions shall be final and binding on the vendor.

Further, the Bank shall have the right to terminate/cancel the contract with the selected vendor at any time during the contract period, by giving a written notice of 30 days, for any valid reason, including but not limited to the following:

- a. Excessive delay in execution of order placed by the Bank.
- b. Discrepancies / deviations in the agreed products/solutions.
- c. Violation of terms & conditions stipulated in this RFP/Work order or Breach of the SLA/Contract.
- d. If the vendor fails to execute the work or any part thereof in accordance with the SLA/contract.
- e. If abandonment of the work or any part thereof by the vendor.
- f. If the progress made by the vendor is found to be unsatisfactory.
- g. Failure to deposit the performance bank guarantee asked for under the SLA/contract.
- h. If the vendor fails to deliver any or all of the products/services at the nominated site within the time-period(s) specified in the contract.

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- i. In the event of commencement of liquidation or winding-up (whether voluntary or Compulsory) of the vendor or appointment of a receiver or manager of any of the vendor's assets and/or insolvency of the vendor.
- j. If the vendor assigns or attempts to assign his interest or any part thereof in the Contract without written, express permission of the Bank.
- k. If required, the Bank may also take action against the vendor and blacklist them without any correspondence in this regard.
- After giving notice to terminate the contract the vendor must continue to extend his services till an alternative vendor is found.
- m. In case of termination due to reasons attributable to the vendor as decided by the Bank, the Bank reserves the right to allot the remaining work to another vendor of its choice on such terms and conditions as it may deem fit. Any financial liability including costs, charges, expenses which the Bank incurs on this account, shall be payable by the vendor whose services are terminated.

In case of termination of contract for the reasons that the products/services of selected vendor are not found satisfactory, the Bank shall be free to Blacklist the vendor thereby debarring them from participating in future Bids/Tender processes and to invoke the Performance Bank Guarantee(s)/Security(s)/EMD given by the vendor.

Upon expiry / Termination of the contract, the selected vendor will be responsible to provide a smooth transition plan including all efforts for transfer/assignment of service contracts for uninterrupted continuation of services contemplated under the contract.

Immediately upon the date of expiry or Termination of the contract, the Bank shall have no further obligation to pay any amount for any periods commencing on or after such date.

The Bank reserves the right to recover any dues payable by the selected vendor from any amount outstanding to the credit of the vendor, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/work order.

2. Termination for Insolvency

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

3. Termination for Convenience

The Bank, by written notice of not less than 30 (Thirty) days sent to the vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the vendor under the Contract is terminated, and the date upon which such termination becomes effective.

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2.29 PRINCIPAL TO PRINCIPAL RELATIONSHIP

The employees engaged by the selected vendor shall be deemed to be the employees of vendor only, and the Bank shall not be connected with the employment or the terms and conditions thereof in any way. The vendor alone would comply with the statutory obligations and Labour Regulations/ Rules in this regard. None of the provisions of the contract shall be deemed to constitute a partnership/Joint Venture between the parties hereto, and neither party shall have authority to bind the other except as specifically provided for hereunder. Neither party hereto is the agent of the other nor there is, no master-servant relationship between the parties. The relationship is on principal-to-principal basis.

The selected vendor shall be responsible for payments of all statutory dues with respect to each of its personnel/employees engaged by it to render services under the contract with respect to the applicable Labour laws. No dues/contributions under any future law/-labour legislations, as applicable, are payable by the Bank with respect to the vendor sersonnel/employees. The vendor will have no claims whatsoever against the Bank with respect to payment of statutory dues/contributions to personnel/employees of under applicable labour legislations.

2.30 FAL CLAUSE

If the selected vendor reduces its price or sells or even offers to sell the contracted products/solutions at a price lower than the rate contracted price with the Bank, to any bank or organization during the contract period, the contract price will automatically be reduce with effect from the date from which such sale or offer of sale was made by the vendor to the others.

2.31 COMPLIANCE OF ALL REGULATORY REQUIREMENT LIKE RBI, NPCI, NABARD ETC DURING THE CONTRACT PERIOD.

It is the responsibility of the vendor to change/upgrade/customize the products/solutions at all levels (like software, hardware supplied to the Bank, Infrastructure/Software Solutions at Management Centre, ATM site etc.) for ensuring the compliance to statutory, RBI, NPCI, NABARD and VISA/MasterCard etc. requirements to the Bank. The Bank reserves the right to close the products/solutions at its discretion for non-compliance of regulatory guidelines.

The vendor should comply all the formats of reports, reconciliation certificate, Electronic Journal, Receipts etc. as required by Bank, RBI, NPCI, Govt. etc. at no extra cost to the Bank.

2.32 INDEMNIFICATION

- 1. The selected vendor assumes responsibility for and shall indemnify and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the vendor's obligations under the SLA or otherwise for which the vendor has assumed responsibilities including those imposed under the SLA, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed/hired/deployed/services utilized by the vendor in connection with the performance/discharge of its obligations under the SLA. The vendor shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the terms of the SLA and to protect the Bank during the tenure of the SLA.
- The selected vendor further agrees that it shall, at its own expense, defend or cause to be defended or, at its option, settle any claim or action brought against the Bank by a third party alleging that the use of the Licensed Material by the Bank infringes any Intellectual

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property Rights of that third party. Subject to the other conditions of this section, the vendor shall pay any compromise, settlement or judgment entered against the Bank with respect to any claim and fully indemnifies the Bank in respect of all costs and expenses relating to the claim provided that the Bank notifies the vendor in writing of the claim immediately on becoming aware of it.

- No settlement of claim shall be deemed to be an admission of any liability by the Bank for the infringement alleged.
- 4. If any Licensed Material becomes the subject of any claim or if a court judgment is made that any Licensed Material does infringe, or if the use of licensing of any part of any Licensed Material is restricted, the vendor at its option and expense shall:
 - a. obtain for the Bank the right to continue to use the Licensed Material;
 - b. replace or modify the Licensed Material so that it becomes non-infringing;
 - c. if none of the above (a) or (b) is possible, return the entire consideration received from the Bank for the Licensed Material on a pro rata basis.
- 5. The terms of this clause shall survive the termination of the SLA.



ANNEXURE- I: BILL OF MATERIAL (BoM)

S. N.	Item	Tentative Qty. (A)
1	ATM (Cash Dispenser/ Withdrawal Machine) Machine (with 3 years comprehensive warranty) as per the technical & functional specifications given at Annexure-II along with 4 additional Cassettes per ATM/CD Machine as per RBI guideline (RBI/2017-18/162 DCM (Plg.) No. 3641/10.25.007/2017-18 April 12, 2018) and bundled with OTC Lock Management Solution (OLMS) including Computer/Server Hardware & supported OS Software for DC (with 3 years comprehensive warranty) as per the technical & functional specifications given at Annexure-IV. — ATM & OLMS as Perpetual unlimited License	12
2	Terminal Management & Monitoring Application Solution/Software (TMMS) Tool including & bundled with Computer/Server Hardware & supported OS Software for DC (with 3 years comprehensive warranty) as per the technical & functional specifications given at Annexure-V - For Perpetual unlimited License	1
3	Comprehensive AMC of ATM (Cash Dispenser/ Withdrawal Machine) Machines for consecutive 4 years after expiry of comprehensive warranty period of 3 years. (12 ATM x 4 years AMC)	12
4	Comprehensive AMC/ATS of OTC Lock Management Application Solution/Software (OLMS) Tool including & bundled with Computer/Server Hardware & supported OS Software for consecutive 4 years after expiry of comprehensive warranty period of 3 years For Perpetual unlimited License	1
5	Comprehensive AMC/ATS of Terminal Management & Monitoring Application Solution/Software (TMMS) Tool including & bundled with Computer/Server Hardware & supported OS Software for consecutive 4 years after expiry of comprehensive warranty period of 3 years - For Perpetual unlimited License	1



Request for Proposal (RFP) For Procurement of ATM (Cash Dispenser) Machines (includes OTC Lock Management Solution - OLMS) along with Terminal Management & Monitoring Solution (TMMS).

TECHNICAL BID Format :-(ANNEXURE-II to ANNEXURE-V)



ANNEXURE-II

1. TECHNICAL SPECIFICATIONS OF ATM (CASH DISPENSER/ WITHDRAWAL MACHINE) MACHINE.

SL No	Technical Specification	Complied (Yes/No)
1.	PC-CORE:- Processor Features	
1.1	12th Generation Intel® Core™ i5 Processor or higher with minimum 3.3 GHz or above with minimum 12 MB cache or above	
1.2	16 GB DDR4/DDR5 RAM or higher with scope to increase capacity whenever required Up to 16GB	
1.3	1xTB or higher SSD / e-SATA HDD (for OS) 1xTB or higher SSD/e-SATA HDD (for camera image (Pin Hole +Cash Slot+ DVSS) and video) (Two individual 1TB SSD/ e-SATA HDD required out of which One should be Surveillance Rated and shall be configured for storage of images).	
1.4	3 or more USB ports in front for front access ATMs	
1.5	Hard disk encryption	
1.6	OS Hardening (with local firewall) guidelines issued by the OS supplier and the Bank"s IS Policy should be strictly followed	
1.7	101 keys Keyboard	
2.	Device Software	ing and in
2.1	Software with CEN XFS 3.10 or above compliant and cross vendor support, documentation, and terminal diagnostics/ utilities and capable of running Multi-Vendor Software without any hardware changes. Testing, installation and operationalization of same without any additional cost to the Bank.	
2.2	Capable of supporting any Endpoint Protection/Whitelisting solution procured by Bank with a view to prevent malware including viruses, worms and Trojans should enter and affect the system.	
2.3	Application interface facilitating admin, reconciliation and MIS function	
2.4	Microsoft Windows 10 / Linux / Compatible OS or above with latest service pack. In case OS Provider/OEM declares end of support for supplied OS, the bidder has to replace the same with a supported OS including the supported hardware changes and upgrade to other supported OS platform (without any extra cost to the Bank).	
2.5	OS Hardening (with Firewall). CASH DISPENSER adequately guidelines issued by the OS supplier and the Bank's IS Policy should be strictly followed.	
2.6	The password must meet the minimum length and upper case and lower case as per security policy defined by bank.	
2.7	Software with drivers (including for XFS devices), API documentation, and terminal diagnostics/utilities. OEM/Service provider is required to provide latest OS and Cen XFS application version to support Regulatory requirement or Bank's need to support MVS and EPS applications during the contract period	

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	rency Chest Chest OTC lock like S&G / MAS Hamilton (DORMAKABA) / all	
3.1	Equivalent etc. dual electronic combination lock of 6+6 digits with capability for onetime combination (OTC) and audit trail without any hardware change. Passwords to be changed at the time of installation of ATM and certified to this effect in the ATM Installation Certificate. Further the dual electronic digital OTC lock with code generation and audit trail capability provided by the bidder must comply with RBI/2018-19/214 DCM (Plg.) No. 2968/10.25.007/2018-19 dated	
3.2	Alarm sensors for temperature status, seismic or vibration status and chest open status while sending signal/messages to Switch/Management Centre	
3.3	Terminal should be able to change automatically to Supervisory/Maintenance/Out-Of- Service mode & also capture the same in EJ, in following cases when: (a) when cabinet/Hood Door is opened (b) Chest/Safe door is opened. The Terminal should not dispense / initiate dispensation process when in Supervisory /Maintenance/Out-Of-Service mode except when required for Testing / fault resolution by Engineer.	
3.4	Terminal should be able to change automatically to In- Service/Transaction mode, after Chest door and Hood door is locked.	
3.5	CEN 1 / UL 291 Level 1/CENL Certified Secure Chest or higher (Certificate issued in favour of the Bidder by these agencies to be provided by the Bidder as part of the Bid document)	
4. Dis	spenser	
4.1	Dispense minimum 40 currency notes per transaction.	
4.2	Dispense used notes	
4.3	Capable to retract notes but this functionality should be in disabled mode	
4.4	Indication (visible & audible) of proper insertion of all cassettes.	
4.5	2 x Double Pick Module and 4 +4 cassettes with common unique lock & key for Cassette set of each ATM. All cassettes including purge bin should be lockable and latch able. (As per RBI guideline for cassette swaps in ATMS RBI Circular RBI/2017-18/ DCM (Plg.) No.3641/10.25.007/201/2017-18 dated 12th April 2018)	
4.6	Reject BIN or Divert cassette bin with lock and key with capacity to hold minimum 300 notes or above	
4.7	Each Cassette should hold minimum of 2500 currency notes.	
4.8	Capable of Multi currency dispensing	
4.9	Capable of dispensing all denominations Rs.50, Rs.100, Rs. 200/-, Rs.500/-, Rs.2000, as well as new denominations, if any, issued subsequently without any extra cost to the Bank. All cassettes should be adjustable to hold and dispense the currency notes if dimensions of currency notes are changed without any additional component	

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4.10

requirement.



4.11	Machines should not dispense soiled, mutilated notes	
4.12	Encrypted communication and trust relation should be established between PC core and dispenser.	
4.13	Should not have any hardware module sensors which could be accessible by any end consumer either during idle state or during transaction processing	
4.14	Multi-media dispenser with bunch presenter	
4.15	Friction / Vacuum pick technology	
5. Dip	Card Reader (Hybrid)	
5.1	Smart Card, Chip Card EMVCo Version 4.0 or later, as certified, with supporting EMVCo L1 LOA. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank. In case of certification, bidder to provide support without any cost to the Bank.	
5.2	EMVCo Level 2 approved terminal application/kernel. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank. In case of certification, bidder to provide support without any cost to the Bank.	
5-3	Should provide necessary certificates/approvals from VISA, Master Card, Amex, Union Pay, Rupay, and Discover including TQM (IFM) certificates. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank.	
5•4	Card reader should be compatible to work with any valid EMVCo certified EMV Kernels.	
5.5	ATM should be ready for using the new EMV Chip Cards i.e. EMV Chip Card Reader enabled.	
5.6	Dip Smart Card Reader with anti-skimming device and anti-shimming device installed and integrated with the card reader of the ATM. Details of the anti- skimming technology / device to be enclosed. The bank is looking for a comprehensive skimming protection solution which achieves the following:- i) Senses unauthorized attachment of any device on the card reader module ii) Sends the signal to switch and further to the Remote ATM Management Centre of the bidder and Online Monitoring Solution of the Bank, iii) Capable of enabling the switch to put the machine Out-Of-Service as well as block the card reader from accepting any more card insertions. XFS needs to send out error status so that the SNMP/MVS can pick it up and notify the monitoring system. iv) Should be equipped with solution/device for protecting from Deep insert skimming and shimming.	
5.7	Communication link between the card reader and system should be encrypted by latest encryption standards. (This is between the Card Reader and the ATM)	
5.8	Card reader should be capable of disabling reading the magstripe as and when required by the Bank. If physical visit is required for disablement, bidder to arrange the same at no additional cost to the Bank	

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5.9	Capable to read magnetic tracks 1 & 2	
5.10	Dip Smart Card Reader with capability to read track 1& 2	
5.11	Smart card/chip card EMV Version 4.0,Level 2 approved terminal resident application	
5.12	Software, firmware, license for using Smart card, Chip card & magnetic strip on ATM.	
5.13	ATM must also have biometric authentication capability with finger – print reader as per Aadhaar specifications and same is required from the initial stage. The Device must STQC / UIDAI Certified and Equipped with RD Services	
5.14	Secure Biometric scanner that supplies the finger print data to the ATM switch in 800 byte ANSI-INCITS 378-2004 templates in Hex. The Biometric Scanner should be of good quality capable of accepting finger scans in one go and should be STQC certified and compatible with AEPS & Aadhar specifications	
6. Cus	tomer Interface	
6.1	Size: 15" minimum LCD/ LED or higher touch screen with standard bright and full screen display	
6.2	Touch screen Type: IP65 Rating(Optional)/Capacitive/Infrared with or without FDK. Touch Screen (with support for visually handicapped through Function Keys/EPP wherever required).Braille stickers and text speech device on all devices as per requirement to support the visually challenged	
6.3	Vandal screen with Privacy filter. Resistance to Indian weather, vandal proof and pertinent to and Indian usability condition	
6.4	Rugged spill proof Triple DES enabled keyboard with polycarbonate tactile/stainless Steel EPP pin pad. EPP Keypads to be PCI-PTS compliant with sealed metal keypad. PIN Pads shall be covered to prevent PIN disclosure via shoulder surfing. EPP should be designed so as to prevent overlaying of fake pin pad. Forcible removal of EPP should bring the machine down resulting in loss of data stored in the EPP, so as to prevent compromise even with high-end decryption. Please provide details of the technology / solution. Should accompany with PCI certificate. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank. EPP Pin Pad Should be with Braille Embossing.	
5.5	ATM should be capable for providing virtual keyboard for entering Aadhaar/Debit Card	
5.6	All devices to have features as per requirements to support the visually challenged. All ATMs to meet the requirement of "Talking ATMs" (needs to ensure that Braille supported all keys(Pin Pad, Function Keys, Locations of key devices, Audio jack) are present on the ATM. Software can support with voice guidance/headphone audio from the MVS software standpoint.	
•7	Trilingual Screen Support (English, Hindi, Regional Language), in static graphics(PCX, JPEG, etc) and video files(incl. MP4), GIF etc.	E T AR
.8	Terminal should be capable to display graphic screen and video files in commonly available picture formats (MPEG, MP4, PCX, JPEG, BMP etc.).	
.9	Provide Text-to-Speech (TTS) support in English, Hindi	
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6.10	Terminal should be capable to integrate with custom/3rd party Textto- Speech (TTS) software.	
6.11	Terminal should report status whether headphone is present/ not present in headphone jack to the monitoring system so that either speaker or jack remain functional.	

	speaker or jack remain functional.	
6.12	Voice guidance support with internal speakers & headphone jack 5 (hardware as well as software both to be provided with ATM/CD). Capable of voice guidance to the customer and digitalized wave files in the Indian accent for the same in Hindi & English with third language as regional language to be provided by the vendor. There should be support for text to speech for full-fledged voice	
	guidance solution implementation without any extra cost to the Bank.	
6.13	Braille stickers on all devices as per requirements to support visually challenged	
6.14	Adherence to Persons with Disability standards compliance – give details; Access For All (AFA) compliant and suitable for wheel chair based operation for physically challenged	
6.15	ATM should have PIN pad shield covering all three sides to avoid shoulder surfing and capture by the external cameras	
6.16	ATM should have Rear View Mirrors covering major area of the site which allow users to see what is happening behind to avoid shoulder surfing	
6.17	MPEG - 4 full motion video support, and support for common video codecs.	
7. Inte	grated ATM Surveillance Solution	
7.1	The resolution of the camera should be sufficient enough to capture the quality image of the object for clear identification	
7.2	Solution must provide an interface to browse, search and archive the stored images on hard disk or external media.	
7.3	Solution must be able to capture & stamp the transaction information (card number masked to comply with PCI-DSS) on the images and videos.	
7.4	The solution must have a search facility to locate an image/event by date & time, card no., transaction reference no. and ATM/CD ID.	
7.5	The image surveillance solution must not degrade the performance of ATM/CD, e.g. speed of normal transaction. The solution should be able to pull the required images from the Central Location and share the same over e-mail with Bank officials, as and when required.	
7.6	The image surveillance hardware should be integrated within the ATM.	
7.7	ATM must be capable of performing under extreme conditions. Temperature: o degree Celsius to +50 degree Celsius (Without Air Conditioner) Humidity: 5 to 95 % (Without Air Conditioner)	
7.8	Solution should be able to integrate with any Multi- Vendor ATM Software available with Bank to facilitate the pulling of images centrally.	
7.9	Cash Exit shutter Camera	
8. DES	S Chip / Security	
8.1	Capable of Supporting Remote key Management – Triple DES /RSA with encryption / verification / validation software chip, Certificate or Signature based.	

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8.2	Triple DES chip with encryption/ verification/ validation software. Should support AES without any additional hardware	
o. Cor	nnectivity	
9.1	Should have Network Interface Card(NIC) 10/100/1000 Mbps	
9.2	Should be capable of connecting to the existing ATM Switch (IST), using existing device handlers at no additional cost to the Bank. The applicant, if selected, must provide switch certification, only from IST Switch for the present, at the time of submitting the response to RFP, failing which the Bank reserves the right to disqualify the applicant from further procurement process.	

9.3	Must support TCP/IP, TLS1.3 & above (degradable to TLS 1.2), UDP and shall provide required software, if any. If Up-gradation required, Bidder need to provide on FOC basis to Bank. Bank will confirm only	
	switch support. All support like License cost, implementation or field rollout will be under scope of Bidder only.	
9.4	Should be capable of connecting to the Bank's ATM Switch—IST — using existing device handlers at no additional cost to the Bank	
9.5	Should support IPv4 addressing and be ready for IPv6 ready (DUAL STACK)/IPv6 native. Ability to perform IPv4-IPv6 integration, if required at no additional cost to Bank.	
9.6	Ability to support multiple NIC to enable multiple connections.	
9.7	ATM should be preloaded with CEN XFS 3.10 or higher compliant layer	
2-1	and should be capable of running multi-vendor software without any	
	hardware / operating system changes. If XFS need to upgrade for	
	support any Banks software/any other outsource software, same need	
	to upgrade by Bidder only on FOC basis. Bank will bear only License	
	Cost, if any.	
9.8	Software required for connecting the ATM to Bank's own Network shall be provided by the Bidder	
9.9	Bidder to provide utility for converting the files, containing transaction details, into ASCII format	
10. Re	ceipt Printer	
10.1	Machine should print customer slip in HINDI and English and regional languages. (Needs to ensure that the printer driver/firmware supports	
	multiple font printing for English and Hindi. However language other than English may be printed as image base printing)	
10.2	Printer driver/firmware needs to support Hindi, English and regional Indian type fonts/specification.	
10.3	Minimum 40 column Graphic Thermal Receipt printer with dual mode printing	
11. Ele	ctronic Journal(EJ)	
11.1	Support centralized EJ Pulling	
11.2	EJ should be non-editable with encryption or with checksum or any other solution to prove the authenticity of EJ before a third party such as the Regulator (RBI), Courts, Banking Ombudsman, Police Authorities etc.	

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11.3	Bidder will provide its own monitoring software/third party software/agent for EJ Pulling & Software/Content Distribution/Screen pushing for ATM. Successful Bidder will ensure to include these software/agent & screens in their customized build (i.e. compatible with bank's Switch) at no extra cost. If Bank gives, any other MSP/own EJ agent with machine software will be tested, customized in build & deployed at terminal without any cost to the Bank. ATM should be capable of supporting a third party software agent such as SDMS (Scientific Data Management System)/ Info-base / Radia, etc. In case any modification required in software due to any compatibility issue, Bidder will provide such support without any cost to Bank.	
11.4	Electronic journal to be written on ATM hard disk and replicated on the second hard disk, which records images. The solution should include an EJ viewer.	

12.1	Capable of supporting any Multi Vendors Software Application procured/available with the Bank. Bidder is required to support other MVS also in case Bank changes its current MVS during the contract period.	
12.2	ALL ATM/CD to be enabled with Electronic Journal (EJ) with capabilities to store EJ for multiple days. ATM to be preloaded with a certified software agent of Bank's Managed Services / other Vendors during the time of installation without any extra cost to the bank. EJ Software will be provided by Bank / Managed Services vendor of the Bank. The ATM/CD should be capable of supporting a third party software agent such as SDMS / Info-base / Radia, etc. The Agent should conform strictly to the IBA/NPCI guidelines. The Bidder also agrees to install any software selected by the Bank at no cost to the Bank during initial installation of ATM/CD.	
12.3	Should be capable & interfaced with the Bank's Switch—IST. Bidder to provide proof of certification and/or actual integration with IST switch	
12.4	Software for reading the EMV chip cards. Smart card/chip card EMV Version 4.0, Level 2 approved terminal resident applications. Copy of Level 2 Approval certificate to be enclosed.	
12.5	Machine hardware & software should be compatible for Remote diagnostic agent to diagnose problems with the machine including but not limited to predicting part failures. If any modification is required in hardware & software for support the Bank's /any third party Remote diagnostic agent, same should be provided by bidder at no extra cost to the Bank.	
12.6	Machine hardware & software should be compatible for Remote diagnostic agent to diagnose problems with the machine including but not limited to predicting part failures. If any modification is required in hardware & software for support the Bank's /any third party Remote diagnostic agent, same should be provided by bidder at no extra cost to the Bank.	
13. Me	edia Status	
13.1	Low and media empty warning for all items viz. currency notes, consumer printer roll etc.	

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14. Po	wer	
14.1	In-built SMPS to work on 230V 50 Hz power supply.	
14.2	Support input voltage of 230V AC /50 Hz with +/- 5% variation.	
14.3	ATM should have Low Carbon Footprint i.e. Low Power consumption in operation as well as in idle condition.	
14.4	ATM should have Integrated Power Management Solution. The ATM software must be capable of inter- facing with the Bank's UPS systems and query the battery status, in -line power and temperature, taking the machine out of service if the battery capacity is too low, perform scheduled power offs and automatically start up at the configured date and time. The solution must shut down gracefully to allow completion of the ongoing transaction in the event of complete battery discharge. The above power management functionality must be controllable remotely. In this situation, ATM should have the capability of generating message of low battery status and should send the same to the switch. However, clause is optional. In case due to due to unavailability of such feature if any hardware/software goes faulty due to power/fluctuation/earthing issue, then Bidder will make the machine operational without any cost to Bank.	

15.1	Should provide hardware, software and MIS (Keyboard, Mouse etc.) for day-to-day operations required by the custodian.	
16. Co	ontactless Card Reader	
16.1	Contactless Card integration: The NFC contactless module with support Contactless Card integration (Hardware and Software) supporting upto ISO 14443 Type A/Type B, MiFare, ISO 21481 and ISO/IEC 18092 or higher. In case of any new guidelines or the regulator mandates newer specifications, the service provider should provide required support for hardware/software for which cost shall be decided on mutually agreed basis. Machine should be capable of the performing the function from day one, but implementation will be done as per the Bank's requirement. Any software/patch development and rollout for implementation of related functionalities asked by this RFP shall have to carried out without any extra cost to Bank. If build is required to be created due to upgradation/replacement of any patch or application (due to any regulator guideline/asked by bank) then Bidder will develop and deploy the build in machines under free visit asked by the Bank and if free visit already availed, then visit cost shall be payable as per agreed rate through this RFP. Development cost including testing & UAT for such cases (due to any regulator guideline/asked by bank) shall be fixed on mutually agreed basis.	
16.2	Smart Card/ Chip Card EMVCo Contactless Version 2.1 or later, as certified with supporting EMVCo L1 LOA. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank.	
6.3	EMVCo Level 2 approved terminal application/kernel. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank.	

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16.4	Should provide necessary support for certificates from VISA, Master Card, Amex, Union Pay, RuPay, Discover including TQM (PCD) certificates. On expiry of certificate, it should be replaced with valid certificate, if any support is required from bidder then bidder will provide support at no additional cost to the Bank.	
17	. Biometric	
17.1	Should be UIDAI certified device for biometric capture and authentication. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank.	
17.2	Support Biometric Based Authentication API version 2.0 specifications (should be UIDAI certified biometric device for biometric capture and authentication). On expiry of certificate, it should be replaced with valid certificate at no additional cost to the bank.	
17.3	Bidder to provide RD server license, support & integration free of cost to Bank for the contract period including AMC as mentioned below: 1. Integration with RD service provider 2. Integration of RD with ATM application inconformity with ATM switch. 3. License cost if any including RD maintenance without any additional cost.	
18. Te	sting/Software Testing	
18.1	The necessary technology/ application/ hardware for supporting card based, cardless and bio metric transactions should be available abinitio.	
18.2	Should provide necessary resources including paper rolls (for receipt printer, journal printer etc.) for lab testing purpose at no additional cost.	
18.3	Should provide test notes & test firmware for ATM/CD testing, at no additional cost to the Bank. The test notes & firmware will be used only for lab-testing purposes.	
18.4	Should provide necessary resources including paper rolls (for receipt printer, journal printer etc.) for lab testing purpose at no additional cost	
18.5	L-3 Certification with MasterCard, Visa, RuPay or any other provider ,Bidder should support bank for the certification without any cost to Bank	
19. Ha	rdware	
19.1	Co-ordinated LED Lights Indicators at Card Reader, Cash slot dispenser, Receipt printer. (Optional for Keypad, FDK keys). The LED Lights at these places will blink accordingly during the course of transaction attracting the attention of the customer to that part of the machine.	
19.2	Card reader slot: When machine wants the customer to pull out his/her card.	
19.3	Keypad (optional) Whenever the machine needs input from Keypad	
19.4	FDK Keys (Optional): Whenever the machine needs input from FDK keys.	
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customer to take it.

19.5



Cash slot dispenser: When cash is presented at the cash slot for the

19.6	Receipt printer slot: Whenever any receipt is out from the machine for txns. like mini statement, failed transaction etc	
19.7	There should be 8 FDK keys with Braille Impressions (4 on either side of the Screen) for selecting the various options being displayed on the Screen. (optional)	
19.8	Terminal should have unique key for each terminal hood lock and outer chest door. Vendor to provide two set of keys for hood and outer chest door to Bank.	
19.9	LAN cable and Power cable hole should be available only at lower side (back/right/ATM) of the terminal that is feasible for concealment of wires.	
19.10	Geo tagging of the machine should be done to the track the LIVE location of ATM.	
20. Int	erface for Banking software and & Switch Connectivity	
20.1	Vendor to provide utility for converting the Cash Dispenser files, containing transaction details, into ASCII format.	
21. Ma	intenance	Lugo III li
21.1	Should provide hardware, software and MIS (Keyboard, Mouse etc.) for day-to-day operations required by the custodian. If Bidder ensured that daily, operation can be handle with their existing infra of machine i.e. with touch or FDK or EPP then Bidder not need to provide keyboard and mouse with machine.	
22. De	tection of Suspicious activity	
22.1	Provide AI/ML based human activity recognition and trigger alarms whenever any suspicious activities are detected.	
22.2	Bank can use the recognition system as multifactor authentication for customers. Bidder need to provide the support for the same.	
22.3	Bank may look for integrating such solutions in their or any other	

	Service provider system, Bidder need to provide the support for the same.	
23. Al	ert Generation and Proactive Steps	
23.1	Machine should generate alert and sent to ATM switch for below incidents: Blocking of Card Reader Shutter Tempering	
23.2	Machine should go into Out of Service mode in case of detection of any suspicious activity and stop the dispensation of cash immediately.	
24. M	inimum Functional Specifications of ATM/CD	
24.1	Withdrawal of Cash (ONUS) -With Card -Cardless -OFFUS withdrawal	
24.2	FASTCASH	
24.3	Balance Inquiry	
24.4	MINI STATEMENT	
24.5	DCPIN / GREEN PIN generation	



24.6	Transfer of Fund	
	-Card to Card	
	- Self account	
	- Within Bank account	
24.7	IMPS	
1	-Registration	
	-Fund transfer	
24.8	Instant Money Transfer (IMT)	
24.9	Bill payment	
24.10	Aadhaar Registration	
24.11	Mobile Banking Registration	
24.12	Lead Generation	
	-Withdrawal	
	-Deposit	
24.13	Cheque Book	
	-Request	
	-Stop	
24.14	Choice of Language	
24.15	Support for all Card Schemes - VISA/Master/RuPay/Diners/AMEX	
	etc.	
24.16	Transaction Detail / Receipt Printing with following details	
	-Device ID, Date and Time	
	-Location Code (Alphanumeric)	
	-Card no. (Masked)	
	-Account No. (Masked) -Name	
	of account holder - Transaction SL No.	
	-Amount	
	-Description of transaction	
24.17	Admin functions for Cash Management reconciliation	
24.17	Should allow cancelling a transaction before its execution.	
24.10	(Appropriate message should appear guiding the customer)	
24.19	On-screen instructions	
24.19	-Videos detailing transaction steps	
	- Flashing lead-through indicators	
	- Consumer-guidance labels	
	Distinguishing icons	
24.20	MIS Reports on:	
24.20	-All Dispense Transaction	
	-Denomination-wise Cash Balance Report	
	-Transactions where account debited but dispense not done	
	-Reconciliation reports	
	-Admin function reports Complete List of MIS Reports to be enclosed	
25. Sys	tem Hardening /Terminal Security Solutions	
25.1	ATM/CD should be provided with TSS solution to facilitate blocking of	
	malicious codes/traffic entering the ATM/CD. Alternatively, the	
	vendor should provide ATM/CD specific firewall to take care of	
	intrusion detection, Port scans and other common virus attacks.	



25.2	Updating the TSS Solution will be the sole responsibility of the Selected vendor; also the vendor Will be responsible for OS upgradation/updation, OS hardening, installation of service pack, and patch files without any cost to bank. The vendor has to submit self-certification regarding OS hardening. Bank may conduct third party audit in future in this regard.	
25.3	Terminal security solution should provide Access Management & Protection.	
25.4	The terminal security solution should be monitored & controlled through centralized server and should work with any standard ATM/CD agent monitoring solution.	
25.5	Terminal Security Solution should support access control based on roles and rights; Secure logging of system and user activities; Protection against known and unknown threats, including zero-day attacks; Integrated protection against unauthorized use of the entire system as well as individual components; Encryption of all data on an ATM/CD"s hard disk; protects the system against all types of malware, unauthorized changes and access to data; File Integrity Module; Real-time monitoring and logging of attacks; Customization of individual security policy parameters; Hardening the OS etc.	



ANNEXURE-III

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ANNEXURE-IV

2. TECHNICAL SPECIFICATIONS OF OTC Lock Management Solution (OLMS)

Application including & bundled with Computer/Server Hardware & supported OS

Software

SL No	Technical Specification	Complied (Yes/No)
1.	OTC Lock Management Solution (OLMS)	
1.1	OLMS should support OTC pass code generation and validation for all leading OTC lock models & proposed to be installed as per scope of work.	
1.2	The OTC pass codes should be a numeric codes and should be sent to the mobile number registered against the terminal via SMS/ automated voice call/Mobile App.	
1.3	The solution should maintain required details such as Mobile number, E mail-ID, Date of Birth or any other relevant information required for verifying the identity of the custodian prior to sending OTP to Bank custodian.	
1.4	The solution should have provisions for receiving requests for OTC pass code generations through various channels such as telephone call, SMS, E-Mail and also through web portal.	
1.5	The pass code generation messages should have provision to specify a unique terminal ID for which pass codes are generated.	
1.6	Irrespective of the mode of receiving the pass code generation requests, the generated pass codes shall be communicated to the bank custodians only through SMS/ automated voice call/Mobile app sent to the mobile number registered against the unique terminal ID.	
1.7	OLMS should identify the terminal only based on the unique ID and registered mobile number.	
1.8	Central solution should provide role (Supervisor & Operator) based user access for activation of physical keys and for pass code generation.	
1.9	The solution shall allow supervisor/ administrator to define different roles for operators and assign each of them specific user rights.	1 NET
.10	The solution should support time bound pass code management. i.e. it should be possible to configure and change the duration of validity of pass codes at any time. Bidders to specify the minimum and maximum duration supported for validity of pass codes.	
.11	The generated pass code shall expire and should not be accepted for opening or closure of the safe door on expiry of the pass code or after the first successful use of the pass code, whichever is earlier.	
.12	Electronic Touch key should be enabled or disabled according to the state/status (close or open) of the OTC lock.	
.13	Successful bidder should carry out customizations in the software solution at no additional cost to the Bank as and when new guidelines are issued by regulatory authorities (RBI, NPCI & Government of India) on OTC lock management.	
2. I	nfrastructure	

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2.1	The solution should be hosted in Bank, s Data Centre primarily and co- hosted at the DR site of the Bank as & when required.	
2.2	The vendor shall provide the OLMS solution including and bundled	

	with adequate Computer/Server Hardware & supported OS Software for Bank's DC site.	
2.3	The offered solution should be PA-DSS and PCI-DSS certified (if	
2.4	applicable) currently and throughout the contract period. The offered solution should have the capability of generating & processing minimum 5000 numbers of One Time Digital Combination pass codes per day (and scalable to minimum 10000 number of OTC pass codes per day), with a peak volume of 100 pass codes per minute.	
2.5	OLMS solution should be configurable with Bank"s SMS gateway to send the OTC pass code to the registered mobile number of Bank custodian.	
3.	Web Portal for Bank Users	
3.1	The selected vendor shall provide/configure a Web Based interface for the Bank to monitor the activities related to OLMS provided to the Bank.	
3.2	The web portal should have a provision to update the unique terminal ID and registered mobile number of bank's custodians through maker/checker validation.	
3.3	Successful bidder should create Zone/HO wise users of the Bank for carrying out the above activities. These users should have access to any other data or activities mapped to ATM/CR Machines under the purview.	
3-4	The Web Portal should have provisions to generate various MIS reports, including but not limited to: (i) List of terminals where OTC lock is activated; (ii) List of terminals for which OTC pass codes are generated between any 2 dates; (iii) List of terminals for which OTC pass codes are used for opening / closure doors between any 2 dates; (iv) List of terminals for which OTC pass codes are not used for opening / closure doors between any 2 dates; (v) List of terminals on which OTC locks were deactivated between any 2 dates; (vi) List of updations done in the terminal and custodian details by the portal users between any 2 dates. (vii) List of terminals with no. of instances & time duration where OTC facility remained non-operational in between any 2 dates. (viii) List of Terminals for which OTC pass-codes generated and expired	
3.5	Selected vendor should provide role management activity at Branch for assigning Physical Key (if any) to the custodian by Branch Incumbent and the second role i.e. OTP be automatically assigned to any one among the other custodians allotted for the terminal ID who shall be able to generate OTC pass-code.	
3.6	Complete Audit trail and user activity tracking should be available for monitoring the user activities.	

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4.1	Selected vendor should ensure implementation and maintenance of all industry best practices and stringent data security standards related to services provided under this RFP.	
4.2	Selected vendor shall configure connectivity of the web 1 of the through	
4.3	There should not be any manual intervention in the process of dispatching of pass codes. The pass codes generated in OLMS shall	
	be sent to SMS gateway automatically.	
4.4	The selected vendor should get the solution and facilities audited from time to time as per the requirements of the Bank, Reserve Bank of India and / or any other statutory body, wherever applicable. Cost of such audits should be borne by the selected vendor throughout the contract period. Copies of such audit / compliance reports should be submitted	
4.5	Selected vendor should install & configure the solution on the designated infrastructure at DR site of the Bank to ensure business continuity and uninterrupted services to the Bank.	
4.6	Selected vendor should ensure that all logs related OTC pass code generation and dispatch are stored securely & achieved as per Bank's Backup policy.	



Of Services

ANNEXURE-V

3. TECHNICAL SPECIFICATIONS OF Terminal Management & Monitoring Application

 Solution/Software (TMMS) Tool including & bundled with Computer/Server Hardware & supported OS Software

SL No	Technical Specification	Complied (Yes/No)
1.	Terminal Management & Monitoring Software (TMMS)	
1.1	The TMMS solution should be hosted in Bank's Data Centre primarily & co-hosted at the DR site of the Bank as & when required.	
1.2	The vendor shall provide the OLMS solution including and bundled with adequate Computer/Server Hardware & supported OS Software for Bank's DC site.	
1.3	The offered solution should be PA-DSS and PCI-DSS certified (if applicable) currently and throughout the contract period.	
1.4	TMMS solution should be Compatible with all make & modal of ATM & CR Machines.	
1.5	TMMS solution should be accessible through web based portal throughout the Bank's Network.	
1.6	TMMS solution should broadly support: 1) Logs pulling like EJ pulling, Images pulling. 2) Content Distributions. 3) Hardware & Event Monitoring. 4) Remote Commands. 5) Cash Management & Monitoring 6) Cash out Reports etc.	
1.7	Logs Pulling should support Electronic Journal and images Captured pull from ATM & CR Machines.	
1.8	Content Distribution solution should support PCX, GIF, MPEG, FLC, FLI and other audio / video file formats.	
1.9	Content Distribution should be capable of centralized distribution of System upgrades and patches to the ATM & CR Machines.	
1.10	Hardware and Event monitoring should capture various hardware and other fault in ATM & CR Machines.	
1.11	Remote command should support sending commands to ATM & CR Machines remotely.	
2. Mi	nimum Features of TMMS Solution	
2.1	Cash Management: 1) Cash Monitoring 2) Cash Forecasting reports 3) Cash out reports 4) Cash level management reports 5) Cash balancing reports 6) Cash load reports 7) Reconciliation etc.	
2.2	Journal Record Management: 1) Live EJ Monitoring 2) EJ pulling & EJ viewer	

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	3) Dispute Resolution	-
	4) ATM/CR Camera Image pulling	
	5) DVSS video pulling	77.0
2.3	Centralized Content & Patch Management:	
2.3	1) Software Distribution	
	2) Sarsan / Media unloading	
	3) Patch uploading/up-gradation/pushing	
	4) File transfer	
	5) Log pulling	
	6) Live screen	
2.4	Health/Availability Monitoring & Management:	
=	1) Live Device Monitoring	
	2) Cash Monitoring	*
	3) Live Network Monitoring	
	4) Remote Reboot/shutdown management	
	5) Device Resetting	
	6) Live Transaction monitoring	
	7) Device Fault Monitoring etc.	
2.5	MIS Analysis & Reporting:	
	1) Transaction History	
	2) Alerts Monitoring	
	3) Device performance monitoring	
	4) History analysis	
	5) MIS Reporting	
	6) Performance Analysis	
2.6	Incident & Call Management:	
	1) Tickets & Assignment dashboard	
	2) Service Level Monitoring & Management	
	3) Ticket resolution	
	4) Alerts monitoring & management	
3. M	obile APP & Web Based Access of TMMS	
3.1	The selected vendor should provide & maintain Mobile App & Web	1-1-1
	based Monitoring & Management of TMMS solution for the Bank users	
	at various levels.	





ANNEXURE-VI

Letter to be submitted by the bidder along with bid documents (on letterhead of the Company)

To

The Managing Director, Tripura State Cooperative Bank, 1st Floor, Head Office, Post Office Chowmuhani, Agartala, Tripura-799001

Subject: OUR BID FOR Request for Proposal (RFP) For Procurement of ATM (Cash Dispenser) Machines (includes OTC Lock Management Solution - OLMS) along with Terminal Management & Monitoring Solution (TMMS).

Sir,

We submit our Bid Document through online.

If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.

We understand that if our Bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.

We understand that the Bank is not bound to accept the lowest or any bid received by the Bank, and the Bank may reject all or any bid; and it may accept or entrust the entire work to one bidder or divide the work to more than one bidder without assigning any reason or giving any explanation whatsoever.

We understand that the names of short listed bidders after the completion of first stage (Technical Bid) and the name of the successful bidder/vendor to whom the contract is finally awarded after the completion of the second stage (Commercial Bid), shall be communicated to the bidders either over phone/e-mail/letter/notice board.

We, undertake, to upgrade the Software Solutions/Operating System / kernel version and associated hardware components to latest available components without any additional cost to the Bank, if Software Solutions, Operating System and or Hardware supplied are declared out of date/end of support.

Dated at _____ day of _____ 2023.

		Yours faithfully,
E CO.	For	
The Coll	Signature	
S ACARTALA S	Name	
Thursday of	Address	
81 * '0)	0	(Authorized Signatory)
	> 1	
- De	/	

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ANNEXURE-VII

Bidder Information

Please provide following information about the Company (Attach separate sheet if required): -

S. No.			ation Particulars / Response		
ı	Company Name				
2	Date of Incorporation				
3	Company Head Office Address				
4	Registered office address				
5	TIN/TAN No.				
6	Authorized Signatory's Name: Designation: Phone: Email:				
7	Whether MSME (quote registration no. and date of registration, copy to be attached)				
8	Whether bidder eligible for preference to domestically manufactured electronic products (DMEP) in government procurement vide notification dated 23.12.13 and guideline dated 16.11.15 as amended from time to time and updated in ministries web site — www.deity.gov.in/esdm/pmn as applicable to the bank.				
9	Bank Account Detail: Account Number, Account Name, IFSC, Bank Name				
10	Specimen Full signature and Initials of Authorized Signatory	Initial	Sig	nature	
11	Contact persons address, telephone number, mobile number, Fax Number, E-Mail ID. (give at least 2 contact persons details other than authorized signatory)				
12	Please mention turnover for last three financial years and	Year	Turnover Rs. (In Cr)	Profit/Loss Rs. (In lakh)	
	include the copies of Audited Balance Sheet in support of it. This information is based on the Audited Financial Statements for 2019-20, 2020-21 and 2021-22.	2022-23			
		2023-24			
		2024-25		1977	

Yours faithfully,

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

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ANNEXURE-VIII

COMPLIANCE STATEMENT CERTIFICATE & DECLARATION

Regarding: Request for Proposal (RFP) For Procurement of ATM (Cash Dispenser) Machines (includes OTC Lock Management Solution - OLMS) along with Terminal Management & Monitoring Solution (TMMS).

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP including all annexure, addendum and corrigendum.

Compliance	Description	Compliance (YES/NO)
Terms and Conditions	We hereby undertake and agree to abide by all the terms and conditions including all annexures, corrigendum(s) etc. stipulated by the Bank in this RFP. (Any deviation may result in disqualification of our bid).	
Scope of work and/ Technical Specification	We certify that the products/services/solutions offered by us for tender conform to the Scope of Work and technical specifications stipulated by you. (Any deviation may result in disqualification of our bid).	
RFP, Clarifications & subsequent Corrigendum/s, if Any.	We hereby undertake that we have gone through RFP, clarifications & Corrigendum/s issued by Bank and agree to abide by all the terms and conditions including all annexures, corrigendum(s) etc. stipulated by the Bank in this RFP. (Any deviation may result in disqualification of our bid).	

We certify that the products/services/solutions offered by us for tender conforms to the Technical specifications stipulated by you with the following deviations:

* *	C 7			
List	Ot d	PM712	itioi	Je.
LHOL	OI U	CVIC	u_{ij}	

1)

2)

3)

(If IATM blank it will be construed that there is no deviation from the specifications given above)

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

Date:			
Place:			
Signature of A	uthorized Signator	y Name	
of Signatory:		RECO.	
Designation:		(S) HO	
Email ID:		(S(AGARTALA)S)	
Mobile No:	Telephone No	The state of the s	Seal of Company
		3	es a
Page 72 of 87		J	1

ANNEXURE-IX

BIDDER'S AUTHORIZATION CERTIFICATE (to be filled by the bidder)

10,	
{Procuring entity},	
authorized to sign relevant documents of reference Noattend meetings & submit technical & com	cclare/ certify that {Name/ Designation} is hereby on behalf of the company/ firm in dealing with NIB dated He/ She is also authorized to mercial information/ clarifications as may be required Bid. For the purpose of validation, his/ her verified
Thanking you,	
Name of the Bidder: -	Verified Signature:
Authorized Signatory: -	
Seal of the Organization: -	
Date:	
Place:	



1 am

ANNEXURE-X

Declaration by Bidder regarding qualification (to be filled by the bidder)

	Declaration by Exercise	
To,		
{Pr	ocuring entity},	
	,	
	,	
of.	relation to my/our Bid submitted to	
	 I/we possess the necessary professional, technical, financial and managerial resources an competence required by the Bidding Document issued by the Procuring Entity; 	
2.	I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;	
	State Government	

- I/we are not insolvent, in receivership, bankrupt or being wound up, not have my / our affairs
 administered by a court or a judicial officer, not have my/ our business activities suspended
 and not the subject of legal proceedings for any of the foregoing reasons;
- 4. I/we do not have, and our directors and officer not have, been convicted of any criminal offence related to my/our professional conduct or the making for false statements of misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by TSCB, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Date:

Signature of bidder

Place:

Name:

Designation:

Address:



on fr

ANNEXURE-XI

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DECLARATION BY BIDDER {to be signed by selected bidder}

I/ We declare that I am/we are OEM of the CRM for which I/ We have quoted.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the bid, if any, to the extent accepted may be cancelled.

Name of the Bidder: Authorized Signatory: Seal of the Organization: Date:

Place:



an for

ANNEXURE-XII

MANUFACTURER'S AUTHORIZATION FORM (MAF) {In the letter head of OEMs}

To, {Procuring Entity}, Subject: Issue of the Manufacturer"s Authorization Form (MAF) Reference: NIB/ RFP Ref. No	(Indicative Format)		
Subject: Issue of the Manufacturer"s Authorization Form (MAF) Reference: NIB/ RFP Ref. No	'o,		
Reference: NIB/ RFP Ref. No	{Procuring Entity},		
We {name and address of the OEM} who are established and reputed original equipment manufacturers (OEMs) having factories at {addresses of manufacturing location} do hereby authorize {M/s	Subject: Issue of the Manufacturer"s Authoriza	ation Form (MAF)	
We {name and address of the OEM} who are established and reputed original equipment manufacturers (OEMs) having factories at {addresses of manufacturing location} do hereby authorize {M/s	Reference: NIB/ RFP Ref. No	dated	
manufacturers (OEMs) having factories at {addresses of manufacturing location} do hereby authorize {M/s	Sir,		
We undertake to provide OEM Warranty for the offered CRM, as mentioned in the warranty clause of this bidding document. We hereby confirm that the offered Equipment/Hardware/ Software is not likely to be declared as End-of-Sale within next three (3) months from the date of bid submission. We hereby confirm that the offered Equipment/Hardware/ Software is not likely to be declared as End-of-Service/ Support within next five years from the date of bid submission. Yours faithfully,	manufacturers (OEMs) having factories at {a authorize {M/s	addresses of manufacturing location} do hereby} to bid, negotiate and conclude the	
of this bidding document. We hereby confirm that the offered Equipment/Hardware/ Software is not likely to be declared as End-of-Sale within next three (3) months from the date of bid submission. We hereby confirm that the offered Equipment/Hardware/ Software is not likely to be declared as End-of-Service/ Support within next five years from the date of bid submission. Yours faithfully,	{OEM will mention the details of all the propos	sed product(s) with their make/ model.}	
as End-of-Sale within next three (3) months from the date of bid submission. We hereby confirm that the offered Equipment/Hardware/ Software is not likely to be declared as End-of-Service/ Support within next five years from the date of bid submission. Yours faithfully,		offered CRM, as mentioned in the warranty clause	
as End-of-Service/ Support within next five years from the date of bid submission. Yours faithfully,	We hereby confirm that the offered Equipment as End-of-Sale within next three (3) months from	t/Hardware/ Software is not likely to be declared om the date of bid submission.	
For and on habelf of M/a (Nama of the manufacturer)	Yours faithfully,		
FOR and on benan of M/S (Name of the manufacturer)	For and on behalf of M/s (Name of the manufa	cturer)	
(Authorized Signatory)	(Authorized Signatory)		
Name, Designation & Contact No.:	Name, Designation & Contact No.:		
Address:	Address:		
Seal:		Seal:	



for the

ANNEXURE-XIII

FINANCIAL BID FORMAT (Bidder to quote in BoQ in XLS format only & upload file on http://eproc.Tripura.gov.inportal.)

COMMERCIAL BID TEMPLATE

(Amount in ₹)

S. N.	Description	Qty. (A)	Unit Price excluding GST (B)	GST (C)	Total Cost of per unit including GST (D) = (B) + (C)	including GST(E)= (A)X(D)
Esti	mated Procurement cost of this to	ender for t	he below ite ective items.	ems do	es not inclu	de the AMC
		the resp.				
1	ATM (Cash Dispenser/ Withdrawal Machine) Machine (with 3 years comprehensive warranty) as per the technical & functional specifications given at Annexure-II along with 4 additional Cassettes per ATM/CD Machine as per RBI guideline (RBI/2017-18/162 DCM (Plg.) No. 3641/10.25.007/2017-18 April 12, 2018) and bundled with OTC Lock Management Solution (OLMS) including Computer/Server Hardware & supported OS Software for DC (with 3 years comprehensive warranty) as per the technical & functional specifications given at AnnexureIV. – ATM & OLMS as Perpetual unlimited License	12				
2	Terminal Management & Monitoring Application Solution/Software (TMMS) Tool including & bundled with Computer/Server Hardware & supported OS Software for DC (with 3 years comprehensive warranty) as per the technical & functional specifications given at Annexure-V-For Perpetual unlimited License	1				
3	Comprehensive AMC of ATM (Cash Dispenser/ Withdrawal Machine) Machines for consecutive 4 years after expiry of comprehensive warranty period of 3 years. (12 ATM x 4 years AMC)	12				

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Request for Proposal (RFP) For Procurement of ATM (Cash Dispenser) Machines (includes OTC Lock Management Solution - OLMS) along with Terminal Management & Monitoring Solution (TMMS).

4	Comprehensive AMC/ATS of OTC Lock Management Application Solution/Software (OLMS) Tool	1	
	including & bundled with Computer/Server Hardware & supported OS Software for consecutive 4 years after expiry of comprehensive warranty period of 3 years For Perpetual unlimited License		
5	Comprehensive AMC/ATS of Terminal Management & Monitoring Application Solution/Software (TMMS) Tool including & bundled with Computer/Server Hardware & supported OS Software for consecutive 4 years after expiry of comprehensive warranty period of 3 years - For Perpetual unlimited	1	

Note: L1 bidder will be decided on basis of the composite total value of above items.



ANNEXURE-XIV

Components Offered + Technical specifications compliance sheet for all items only on OEM's letter-head

- Components Offered
- Technical specifications (as per Annexure II, III, IV & V) compliance sheet for all items (only on OEM"s letter-head)
- Make and Model/Version no. of the solution offered.



ANNEXURE-XV

UNDERTAKING FOR NON- BLACKLISTED

To be provided on letter head of the Bidder's/OEM Company

To
The Managing Director,
Tripura Sate Cooperative Bank Ltd.
1st Floor, Head Office,
Post Office Chowmuhani,
Agartala, Tripura-799001

Sir,

Reg.: OUR BID FOR Request for Proposal (RFP) For Procurement of ATM (Cash Dispenser) Machines (includes OTC Lock Management Solution - OLMS) along with Terminal Management & Monitoring Solution (TMMS).

We M/s	, a company incorporated under the companies act,
('11 '1- 1- adamentana at	do
hereby confirm that we have not	been blacklisted/ debarred by the Government / Government ations in India during last 5 years from the date of RFP.
This declaration is been submitted in this document	d and limited to, in response to the tender reference mentioned
Thanking You,	
Yours faithfully,	
Date: Place:	
Signature of Authorized	Signatory
Name of Signatory:	
Designation:	
Email ID:	
Mobile No:	
Telephone No.:	



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Seal of Company:

ANNEXURE-XVI

	Indicative Format of ement ("Agreement") is made and	Service Level Agree	ment (SLA) This Service
	ement ("Agreement") is made and	executed at 11gur tala	
202X.	RI	ETWEEN	
		- company incorporate	d in India under the laws of
M/s	s Act, 1956 and having its registere	ed officer at	
Companies	s Act, 1956 and having its registere ad corporate office at		
- (CIN: - Authorize referred to to the con-	ed Signatory>> Shri < <name "service="" a<="" and="" as="" extends="" of="" permitted="" provider",="" successors="" td="" the="" which=""><td>e>> S/o Shri <<fath expression shall mean an assigns);</fath </td><td>er Name>> (Hereinafter ad include unless repugnant</td></name>	e>> S/o Shri < <fath expression shall mean an assigns);</fath 	er Name>> (Hereinafter ad include unless repugnant
	oura State Co-operative Banl	k I.td: registered under	The Tripura Co-operative
Society Ac Banking F Chowmuh	et, 1974 as an Apex Cooperative Ba Regulation Act 1949 and having its nani, Agartala, Tripura-799001, th	registered office at 1st Fl rough its Managing Dire	oor, Head Office, Post Office ctor Shri
(hereinaft	er referred to as "TSCB", which ext, its successors and permitted as	kpression shall mean and signs).	include unless repugnant to
Whereas,			1: (ATD (-)
Machines Solution. Scope of	desirous of appointing an agency fo includes OTC Lock Managemen The ATMs Machines shall be ins Work and Terms and Conditions a	talled in Branches of the	Bank in Tripura as per the
work as r	rice Provider represents that it hat eferred to herein and has submitte services against said NIT and RFI s and conditions set forth herein	d a bid and subsequent c	is regard, in accordance with
And when	reas		
TSCB ha	as accepted the bid of Service Provi	on which wi	S Bitto Bitto
their acc	ceptance by counter seal/singing	the said Purchase Orde	er. The items description a
Sr No	Item/Service Description	Units Per Year	Unit Price (INR) +Taxes Extra
1			

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Onloof to	whereas Service Provider has deposited a sum of Rs
	to by and between both the parties as under:
1.	That, this agreement shall be effective fromi.e. from the date of I deflate
2.	That, the Notice Inviting Tender No dated issued by TSCB along with its document no dated issued by TSCB along with its enclosures/ annexures, wherever applicable, are deemed to be taken as part of this contract and one binding on both the parties executing this contract.
3.	That, the Service Provider has to be nominal member of the bank by depositing admission lee of Rs.10/- which shall be non-refundable & by depositing fixed deposit of Rs. 1000/- having validity till the validity of this agreement, which shall be refundable along with accrued interest at the end of the contract.
4.	That, in consideration of the payment to be made by TSCB to Service Provider at the rates and other terms & conditions set forth in the Purchase order no, dated
5.	commissions (SITC) ATMs and/or provide OTC Lock Management Solution/Terminal Monitoring and Management Solution to the Bank and make it operational in the manner aforesaid observe and keep the said terms and conditions of the RFP and Purchase Order, the TSCB will pay or cause to be paid to Service Provider, at the time and the manner set forth in the said conditions of the Purchase Order, the amount payable for each and every milestone & deliverables of the project.
6.	That, the timelines for the prescribed scope of work, requirement of services shall as specified in the RFP document no and Purchase Order no

7. That, Service Level Requirements:

- i. The service level shall be tracked on a periodic basis and have penalty clauses on non-adherence to any of them. The Service Provider for this Contract shall submit reports on all the service levels to the TSCB in accordance with the specified formats and reporting periods and provide clarification, if required. The service levels defined below provide for target level of services required, measurements thereof and associated penalties.
 - (A) SLA Objectives: The Service Provider shall provide services as per SLA matrix, which defines maximum acceptable response for supply as well as rectification time for resolving the problem.
 - (B) SLA Duration: Timings: 24x7x365
 - (C) Planned Downtime: The Service Provider need to seek prior approval from the TSCB for the planned downtime, if any. The planned downtime shall be scheduled

AGARTALA)

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Request for Proposal (RFP) For Procurement of ATM (Cash Dispenser) Machines (includes OTC Lock Management Solution - OLMS) along with Terminal Management & Monitoring Solution (TMMS).

during during 23:00 hr to 6:00 hr. The planned downtime would not be added to the SLA downtime.

- That, all disputes arising out of this agreement and all questions relating to the interpretation
 of this agreement shall be referred to the Registrar, Co-operative Societies, Tripura, Agartala
 for arbitration by the Tripura Co-operative Societies Act, 1974 only.
- That, this Agreement shall be governed exclusively by the Laws of India and jurisdiction shall be vested exclusively in the courts at Agartala (Tripura) in India.

Enclosed:

- 1. Copy of the certificate of Incorporation of M/s ------
- Copy of Board resolution of M/s ----- authorizing the signatory to sign this agreement.

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

M/s	THE TRIPURA STATE CO-OPERATIVE BANK LTD.
Name: < <authorized signatory="">></authorized>	Name:
Designation: << Designation of Authorized signatory>>	Designation: Managing Director

Witnesses:

1.

2.





ANNEXURE-XVII

f Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is made and executed at Agartala on this		Indicative Format of Non-Disclosure Agreement (NDA)
M/s	This Non-	Disclosure Agreement ("Agreement") is made and executed at Agartala on this
at ————————————————————————————————————		BETWEEN
authorized signatory its *Pesignation Authorized Signatory* Signatory* Sign	1956 and	having its registered officer at
The Tripura State Co-operative Bank Ltd; registered under The Tripura Co-operative Society Act, 1974 as an Apex Cooperative Bank, is a Scheduled Co-operative Bank licensed under Banking Regulation Act 1949 and having its registered office at 1st Floor, Head Office, Post Office Chowmuhani, Agartala, Tripura-799001, through its Managing Director Shri————————————————————————————————————	authorize	d signatory its << Designation Authorized Signatory Silli (Name) of State of Service Provider, which expression shall
Society Act, 1974 as an Apex Cooperative Bank, is a Scheduler Co-operative Bank necessary Banking Regulation Act 1949 and having its registered office at 1st Floor, Head Office, Post Office Chowmuhani, Agartala, Tripura-799001, through its Managing Director Shri————————————————————————————————————		AND
The term "Disclosing Party" refers to the party disclosing the confidential information to the other party of this Agreement and the term "Receiving Party" means the party to this Agreement which is receiving the confidential information from the Disclosing Party. Service Provider and Disclosing party shall hereinafter be jointly referred to as the "Parties and individually as a "Party". With an objective of protection of all kinds of information provided by the Disclosing Party to the Service Provider, and any such additional promises and understandings agreed in writing only the parties herein above execute this agreement as follows:- Article 1: Purpose The purpose of this Agreement is to maintain, the various confidential information as a secretary which is provided between the contracting parties referred herein above to perform the considerations (hereinafter called "Purpose") set forth in below: Sr No Item/Service Description	Society A	ct, 1974 as an Apex Cooperative Bank, is a Scheduled Co-operative Bank Rechied and Co-operative
The term "Disclosing Party" refers to the party disclosing the confidential information to the other party of this Agreement and the term "Receiving Party" means the party to this Agreement which is receiving the confidential information from the Disclosing Party. Service Provider and Disclosing party shall hereinafter be jointly referred to as the "Parties and individually as a "Party". With an objective of protection of all kinds of information provided by the Disclosing Party to the Service Provider, and any such additional promises and understandings agreed in writing only the parties herein above execute this agreement as follows:- Article 1: Purpose The purpose of this Agreement is to maintain, the various confidential information as a secret which is provided between the contracting parties referred herein above to perform the considerations (hereinafter called "Purpose") set forth in below: Sr No Item/Service Description	the conte	ext, its successors and permitted assigns).
Service Provider and Disclosing party shall hereinafter be jointly referred to as the "Parties and individually as a "Party". With an objective of protection of all kinds of information provided by the Disclosing Party to the Service Provider, and any such additional promises and understandings agreed in writing only the parties herein above execute this agreement as follows: Article 1: Purpose The purpose of this Agreement is to maintain, the various confidential information as a secret which is provided between the contracting parties referred herein above to perform the considerations (hereinafter called "Purpose") set forth in below: Sr No Item/Service Description	The term	"Disclosing Party" refers to the party disclosing the confidential information to the other his Agreement and the term "Receiving Party" means the party to this Agreement which
With an objective of protection of all kinds of information provided by the Disclosing Party to the Service Provider, and any such additional promises and understandings agreed in writing only the parties herein above execute this agreement as follows: Article 1: Purpose The purpose of this Agreement is to maintain, the various confidential information as a secret which is provided between the contracting parties referred herein above to perform the considerations (hereinafter called "Purpose") set forth in below: Sr No Item/Service Description	Service and indiv	Provider and Disclosing party shall hereinafter be jointly referred to as the "Parties" ridually as a "Party".
The purpose of this Agreement is to maintain, the various confidential information as a secrewhich is provided between the contracting parties referred herein above to perform the considerations (hereinafter called "Purpose") set forth in below: Sr No Item/Service Description	With an o	objective of protection of all kinds of information provided by the Disclosing Party to the Provider, and any such additional promises and understandings agreed in writing only,
which is provided between the contracting parties referred herein above to perform a considerations (hereinafter called "Purpose") set forth in below: Sr No Item/Service Description	Article	ı: Purpose
Sr No Item/Service Description	which is	s provided between the contracting parties referred herein above to perform the
	Sr No	Item/Service Description
1	1	
2	2	

For purposes of this Agreement, "Confidential Information" means the terms and conditions, and with respect to either party, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to the Purpose (including, but not limited to, information identified as being proprietary and/or confidential or pertaining to, pricing, marketing plans or strategy, volumes, services rendered, customers and suppliers lists, financial or technical or service matters or data, employee/agent/ consultant/officer/director related personal or sensitive data and any information which might reasonably be presumed to be

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proprietary or confidential in nature) excluding any such information which (i) is known to the public (through no act or omission of the Receiving Party in violation of this Agreement); (ii) is lawfully acquired by the Receiving Party from an independent source having no obligation to maintain the confidentiality of such information; (iii) was known to the Receiving Party prior to its disclosure under this Agreement; (iv) was or is independently developed by the Receiving Party without breach of this Agreement; or (v) is required to be disclosed by governmental or judicial order, in which case Receiving Party shall give the Disclosing Party prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable the Disclosing Party to seek a protective order or other appropriate remedy at Disclosing Party's sole costs. Confidential Information disclosed orally shall only be considered Confidential Information if: (i) identified as confidential, proprietary or the like at the time of disclosure, and (ii) confirmed in writing within Seven (7) days of disclosure.

Article 3: NO LICENSES

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

Article 4: DISCLOSURE

- Receiving Party agrees and undertakes that it shall not, without first obtaining the written 1. consent of the Disclosing Party, disclose or make available to any person, reproduce or transmit in any manner, or use (directly or indirectly) for its own benefit or the benefit of others, any Confidential Information save and except both parties may disclose any Confidential Information to their Affiliates, directors, officers, employees or advisors of their own or of Affiliates on a "need to know" basis to enable them to evaluate such Confidential Information in connection with the negotiation of the possible business relationship; provided that such persons have been informed of, and agree to be bound by obligations which are at least as strict as the recipient's obligations hereunder. For the purpose of this Agreement, Affiliates shall mean, with respect to any party, any other person directly or indirectly Controlling, Controlled by, or under direct or indirect common Control with, such party. "Control", "Controlled" or "Controlling" shall mean, with respect to any person, any circumstance in which such person is controlled by another person by virtue of the latter person controlling the composition of the Board of Directors or owning the largest or controlling percentage of the voting securities of such person or by way of contractual relationship or otherwise.
- 2. The Receiving Party shall use the same degree of care and protection to protect the Confidential Information received by it from the Disclosing Party as it uses to protect its own Confidential Information of a like nature, and in no event such degree of care and protection shall be of less than a reasonable degree of care.
- The Disclosing Party shall not be in any way responsible for any decisions or commitments made by Receiving Party in relying on the Disclosing Party's Confidential Information.

Article 5: RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

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

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Receiving Party or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

Article 6: INJUNCTIVE RELIEF

In case because of some negligence or defect in service committed by the Service Provider, a liability arises on the TSCB to pay compensation, the same shall be payable by the Service Provider.

Article 7: NON-WAIVER

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

Article 8: DISPUTE RESOLUTION

All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be referred to the Registrar, Co-operative Societies, Tripura, Agartala for arbitration under the Tripura Co-operative Societies Act, 1974.

Article 9: GOVERNING LAW AND JURISDICTION

This Agreement shall be governed exclusively by the Laws of India and jurisdiction shall be vested exclusively in the courts at Agartala (Tripura) in India.

Article 10: NON-ASSIGNMENT

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

Article 11: TERM

This agreement shall be effective from DD/MM/YYYY i.e. from the date of Purchase Order No. -------- till the validity period of respective Service Level Agreement or till the date of termination of respective Service Level Agreement. The rights and liabilities of each Party hereunder will continue and be binding irrespective of the termination of this Agreement for a period of one year after the validity period of respective Service Level Agreement or from the date of termination of this agreement.

Article 12: INTELLECTUAL PROPERTY RIGHTS

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

Article 13: GENERAL

- 1. Nothing in this Agreement is intended to confer any rights/remedies under or by reason of this Agreement on any third party.
- 2. This Agreement and the confidentiality obligations of the Parties under this Agreement supersedes all prior discussions and writings with respect to the Confidential Information and constitutes the entire Agreement between the parties with respect to the subject matter hereof. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement.

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Request for Proposal (RFP) For Procurement of ATM (Cash Dispenser) Machines (includes OTC Lock Management Solution - OLMS) along with Terminal Management & Monitoring Solution (TMMS).

3. Any breach of any provision of this Agreement by a party hereto shall not affect the other party's non-disclosure and non-use obligations under this Agreement.

Enclosed:

- 1. Copy of the certificate of Incorporation of M/s -----
- 2. Copy of Board resolution of M/s -----, authorizing the signatory to sign this agreement.

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

M/s	THE TRIPURA STATE CO-OPERATIVE BANK LTD.
Name: < <authorised signatory="">></authorised>	Name:
Designation: < <authorised signatory="">></authorised>	Designation: Managing Director

Witnesses:

1.

2.



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