

Bank Website Tender and Physical Submission of Tender Form

**Selection of Vendor for Supply, Installation &
Maintenance of 9 ATMs**

for

**The Vijayapur District Central Cooperative
Bank Limited, Vijayapur**

K C Nagar, Sholapur Road, Vijayapur – 586 103.

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DISCLAIMER

The information contained in this Tender Document (the “**TD**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the VDCCBL-Vijayapur or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this TD and such other terms and conditions subject to which such information is provided.

This TD is not an agreement and is neither an offer nor invitation by the VDCCBL-Vijayapur to the prospective Bidders or any other person. The purpose of this TD is to provide interested parties with information that may be useful to them in preparing their technical proposals and financial offers pursuant to this TD (the “**Proposal**”). This TD includes statements, which reflect various assumptions and assessments arrived at by the VDCCBL-Vijayapur in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This TD may not be appropriate for all persons, and it is not possible for the VDCCBL-Vijayapur, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this TD. The assumptions, assessments, statements and information contained in this TD may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this TD and obtain independent advice from appropriate sources.

Information provided in this TD to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The VDCCBL-Vijayapur accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The VDCCBL-Vijayapur, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of

anything contained in this TD or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the TD and any assessment, assumption, statement or information contained therein or deemed to form part of this TD or arising in any way in this Bid Stage.

The VDCCBL-Vijayapur also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this TD. The VDCCBL-Vijayapur may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this TD.

The issue of this TD does not imply that the VDCCBL-Vijayapur is bound to select a Bidder or to appoint the Selected Bidder or Vendor, as the case may be, for the Event and the VDCCBL-Vijayapur reserves the right to reject all or any of the Bidders or Proposals without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the VDCCBL-Vijayapur or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the VDCCBL-Vijayapur shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Bidding Process.

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Volume – 1

Section - 1: Introduction

1.1. Background

In Co-operative sector, with special reference to Karnataka, VDCCBL has been a forerunner in technology adoption. The Bank has taken up implementation of IT related products and services and provide state-of-the-art technological products to it's customers. With Government of India Digitization initiative and ease of operations to the customers, Bank has decided to install and manager ATMs across it's bank branches in a phased manner.

Vijayapur District Central Co-operative Bank Ltd. (VDCCBL) is one of the 21 DCCB Banks established and functioning in Karnataka state. The Bank operates in exclusively in the District of Vijayapur, Karnataka. VDCCBL was established on 28-07-1919. The Bank is currently having 35 branches. The Corporate Office of VDCCBL is situated at K.C.Nagar, Solapur Road, VIJAYAPUR – 586 103. The Bank is functioning on Core Banking System (CBS) flat form provided by TCS under NABARD Project.

Vijayapur District Central Co-operative Bank (herein after referred to as “**VDCC / the Bank**” is having its Corporate Office at Vijayapur, Karnataka and various branches / other offices in Vijayapur District, Karnataka. This Request for Proposal (RFP) has been issued by **the Bank** for procurement of 8 ATMs & 1 ATM-cum-Cash Deposit Machine during the financial year 2017-18. Hence this RFP and tender.

1.2. Brief Description of Bidding Process

- 1.2.1. The VDCCBL-Vijayapur invites eligible Bidders to submit their Proposals for the assignment by physical submission of the Tender Form. The Tender Documents are available on the Bank Website. The VDCCBL-Vijayapur has adopted a single stage-two cover system for selection of the Bidder for the assignment.
- 1.2.2. The selection shall be on Least-Cost-Based Selection (LCS) as per the broad guidelines of KTPP Act.

- 1.2.3 The Bidders are requested to submit their Proposals in accordance with the Bidding Documents. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Bidder. The Proposal shall be valid for a period of 180 days from the last date specified in **Clause-1.4 (Section-1)** for submission of Proposals (the “**Proposal Due Date**”).
- 1.2.4 During this Bid Stage, Bidders are required to carry out, at their cost, such studies as may be required for submitting their respective Proposals for award of the Right.
- 1.2.5 (i) **Technical Proposal** - Bidders would need to submit only through physical submission of Tender Forms to the Vijayapur DCCB Ltd., Vijayapur. The forms are available in the Bank Website, the information as per the standard formats given in **Appendices – I to IV**.
- (ii) “**Financial Proposal**” is also required to be submitted only through physical submission of Tender Forms as per the specimen provided in **Appendix - V**.
- 1.2.6 The evaluation of the Proposal submitted would be carried out in the following stages:
- a) The first stage would involve a test of responsiveness based on Submissions. Those Proposals found to be substantially responsive would be evaluated in the next stage.
 - b) In the second stage, the information of the Bidders relating to their eligibility criteria comprising Technical Capacity and Financial Capacity would be evaluated. Bidders who meet the Eligibility Criteria would be considered for the evaluation of Technical Proposal.
 - c) In the third stage, the Technical Proposal of the Bidders who qualify in eligibility requirements would be evaluated as specified in **Section-3** of the TD.
 - d) In the fourth stage, the Financial Proposals of the technically qualified Bidders will be opened and evaluated.
- 1.2.7 Financial Proposals are invited for the Assignment on the basis of lump sum Service Charges for carrying out the assignment as per scope of services.
- 1.2.8 Any queries or request for additional information concerning this TD shall be submitted in writing or by fax and e-mail to the designated officer.

1.3. Eligibility Criteria

The Bidder's desirous of bidding for the assignment are required to satisfy the following minimum eligibility parameters / conditions:

Only those Bidders who fulfill all the following criteria are eligible to respond to the RFP. Offers received from the Bidders who do not fulfill all or any or part of the below mentioned eligibility criteria are liable to be rejected. The eligibility criteria have been set keeping in mind the requirements of the Bank for supply, delivery and services for the ATMs-cum-Cash Deposit Machines. Bidders need to have a proven track record, minimum installed base, sufficient means and net worth.

Sl No.	Criteria	Documentary Proof
1	The bidder should be a Registered Company in India as per the Company Act, 1956.	Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company or Certificate of incorporation in case Private Limited Company, issued by the Registrar of Companies.
2	The bidder should be the Original Equipment Manufacturer (OEM) or their authorized representative in India and should be in the business of supply of ATM-cum-CDM machine for at least previous 5 Financial years.	In case of authorized vendor, an authorization letter from manufacturer to this effect should be furnished. This letter should specify that in case authorized representative is not able to perform obligations as per contract during contract period, the Original Equipment Manufacturer will provide the same. Proforma of the authorization letter is furnished in Annexure. In case of OEMs in India the incorporation certificate shall be furnished. In case of OEMs outside India with representative company / subsidiary company in India shall furnish a letter of self declaration signed by the OEM.
3	The Bidder should have a minimum annual turnover of Rs.50 crores during each of the preceding 3 Financial years (2014-15, 2015-16 & 2016-17)	Copies of Audited Balance Sheets for the relevant periods need to be submitted along with the Bid Offer.
4	The Bidder should have a positive net worth during each of the preceding 3 Financial years (2014-15, 2015-16 & 2016-17)	Copies of Audited Balance Sheets for the relevant periods need to be submitted along with the Bid Offer.
5	The Bidder or it's own franchisee should have their own support	A self-declaration by the Bidder along with the list of such service centres need to be furnished by the Bidder.

Sl No.	Criteria	Documentary Proof
	centres for services and spares in Karnataka / Maharashtra / Andhra Pradesh within a radius of 200-500 kilometers from Vijayapur district headquarters.	
6	The Bidder should have supplied at least 1000 ATMs/CDs/BNAs/Cash Recyclers in India in the previous 3 financial years. The Bidder should have also executed a single order for supply of minimum of 100 /CDs/BNAs/Cash Recyclers to any Scheduled Commercial Bank under Capex model during the last 3 financial years.	Purchase Orders / Firm Copies along with satisfactory supply, installation & implementation certificate from at least 3 Banks need to be enclosed along with the Bid Offer.
7	The Bidder, bidding for the above tender, should not have been black listed or been expelled from any project / contract or have had their contract terminated for any breach by any Government Authority or Regulators or Public Sector Undertaking (PSUs), otherwise their bid will not be considered.	Bidder needs to give a self-declaration to this effect.
8	The bidder should not be having any pending cases for cheating / fraudulent activities.	Bidder needs to give a self-declaration to this effect.
9	The Bidder / OEM should not be classified as a loan defaulter by any Bank.	Certificate from the Bankers listed in the latest Audited Balance Sheet needs to be enclosed along with the Bid Offer.
10	OEM should ensure that full range of technology support in the form of hardware / software / spares and maintenance will be available for a minimum of 7 years.	Declaration to this effect from the OEM needs to be furnished along with the Bid Offer.

Note: Vendor must comply with all the above mentioned criteria. Non-compliance of any of the criteria will result in outright rejection of the offer. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made as mentioned in Annexe - 2B. The Bank reserves the right to verify / evaluate the claims made by the vendor independently.

1.4. Schedule of Bidding Process

VDCCBL-Vijayapur shall endeavor to adhere to the following schedule:

Sl. No.	Event Description	Date
1	Physical Submission of Tender Document to the Vijayapur DCCB Ltd., Vijayapur	16.11.2017
2	Last date for sending queries	06.12.2017 at 4 pm
3	Pre-Proposal Conference at the office of VDCCBL	08.12.2017 at 11 am
4	Proposal Due Date (physical submission)	20.12.2017 at 3 pm
5	Opening of Technical Proposals at the office of VDCCBL	21.12.2017 at 3.30 pm
6	Opening of Financial Proposal of the technically qualified bidders at VDCCBL	After completion of technical evaluation
7	Issue of Letter of Award	Within 7 days of completing selection process.

Any changes in the schedule or modifications / revisions pertaining to the Tender will be intimated only through Bank Website and not notified in the Newspapers.

Section – 2 : Instructions to Bidders

A. General

2.1. General terms of Bidding

- 2.1.1. The Bidder shall be a single entity. A Bidder shall be a company / firm registered under relevant Acts in India.
- 2.1.2. Unless the context otherwise requires, the terms not defined in this TD, but defined in the draft Service Agreement for the Assignment (the “**Service Agreement**”) shall have the meaning assigned thereto in the Service Agreement.
- 2.1.3. Not with standing anything to the contrary contained in this TD, the detailed terms specified in the draft Service Agreement shall have overriding effect, provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Service Agreement.
- 2.1.4. The Financial Proposal should be furnished in the prescribed format and submit in the physical form to the Vijayapur DCCB Ltd., Vijayapur only, which shall be filled up by the Bidder in the format made available in the application form. The Financial Proposal shall clearly indicate the bid amount in both figures and words, in Indian Rupees. In the event of any difference between figures and words, the amount in words shall be taken into account.
- 2.1.5. The Financial Proposal shall indicate lump sum service charges for carrying the assignment as per scope of services. The Payments shall be payable as per the Service Agreement.
- 2.1.6. The bidder shall pay an EMD of **Rs.2 lakhs** (Rupees Two Lakhs only) in the form of Demand Draft drawn in favour of Vijayapur DCCB Ltd., Vijayapur. The proposal shall be rejected EMD is not paid as prescribed format. The EMD shall be refundable no later than 30 (Thirty) days after completion of selection process, except in case of the Selected Bidder whose EMD shall be retained till it has provided a Performance Security before signing the Service Agreement.

- 2.1.7. The Bidder should submit a Power of Attorney as per the format at **Appendix – II**, authorizing the signatory of the Proposal to commit the Bidder.
- 2.1.8 Any condition or qualification or any other stipulation contained in the Proposal submission shall render the Proposal submission liable to rejection as a non-responsive Proposal submission.
- 2.1.9 The Proposal submission and all related correspondence and documents in relation to the Bidding Documents shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.
- 2.1.10 The Bidding Documents including this TD and all attached documents shall remain the property of the VDCCBL-Vijayapur and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Proposal in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Proposal. The VDCCBL-Vijayapur will not return any Proposal or any information provided along therewith.
- 2.1.11 This TD is not transferable.
- 2.1.12 Any entity which has been barred by the Central / State Government, or any entity controlled by them, from participating in any project and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal.
- 2.1.13 A Bidder should, in the last three years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial VDCCBL-Vijayapur or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract nor have had any contract terminated for breach by such

Bidder.

2.1.14 The following conditions shall be adhered to while submitting a Proposal:

- a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information.
- b) Information supplied by a Bidder must apply to the Bidders named in the Proposal.
- c) Bidders should demonstrate their Eligibility Criteria in accordance with **Clause-3.3 (Section-3)**.

2.2 Cost of Bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Bidding Process. The VDCCBL-Vijayapur will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.3 Verification of information

2.3.1. It shall be deemed that by submitting a Proposal, the Bidder has:

- a) Made a complete and careful examination of the Bidding Documents;
- b) Received all relevant information requested from the VDCCBL-Vijayapur;
- c) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents;
- d) Satisfied itself about all matters, things and information necessary and required for submitting an informed Proposal, execution of the Event in accordance with the Bidding Documents and performance of all of its obligations there under;
- e) Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents shall not be a basis for any claim

for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the VDCCBL-Vijayapur, or a ground for termination of the Service Agreement ; and

f) Agreed to be bound by the undertakings provided by it under and in terms hereof.

2.3.2. The VDCCBL-Vijayapur shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to TD, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the VDCCBL-Vijayapur.

2.4. Right to accept and to reject any or all Proposals

2.4.1. Not with standing anything contained in this TD, the VDCCBL-Vijayapur reserves the right to accept or reject any Proposal and to annul the Bidding Process and reject all Proposals at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.4.2. The VDCCBL-Vijayapur reserves the right to reject any Proposal and appropriate the Performance Security if:

- a) At any time, a material misrepresentation is made or uncovered, or
- b) The Bidder does not provide, within the time specified by the VDCCBL-Vijayapur, the supplemental information sought by the VDCCBL-Vijayapur for evaluation of the Proposal.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occur after the Proposals have been opened and the Selected Bidder gets disqualified / rejected, then the VDCCBL-Vijayapur reserves the right to:

- (i) Invite the Bidders to submit Proposals; or
- (ii) Take any such measure as may be deemed fit in the sole discretion of the VDCCBL-Vijayapur, including annulment of the Bidding Process.

- 2.4.3. In case it is found during the evaluation or at any time before signing of the Service Agreement or after its execution and during the period of subsistence thereof, including the Right thereby granted by the VDCCBL-Vijayapur, that one or more of the qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Vendor either by issue of the LoA or entering into of the Service Agreement and if the Bidder has already been issued the LoA or has entered into the Service Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this TD, be liable to be terminated, by a communication in writing by the VDCCBL-Vijayapur to the Bidder, without the VDCCBL-Vijayapur being liable in any manner whatsoever to the Bidder or Vendor, as the case may be.

In such an event, the VDCCBL-Vijayapur shall forfeit and appropriate the Performance Security, as mutually agreed genuine pre-estimated compensation and damages payable to the VDCCBL-Vijayapur for, inter alia, time, cost and effort of the VDCCBL-Vijayapur, without prejudice to any other right or remedy that may be available to the VDCCBL-Vijayapur. Also, action will be initiated to blacklist the company from participating in future tenders.

- 2.4.4. The VDCCBL-Vijayapur reserves the right to verify all statements, information and documents submitted by the Bidder in response to the TD. Failure of the VDCCBL-Vijayapur to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the VDCCBL-Vijayapur there under.

B. Documents

2.5. Contents of the TD

This TD comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda / Corrigenda issued in accordance with **Clause-2.7 (Section-2)**.

Volume 1

Section-1 Introduction

Section-2 Instructions to Bidders

Section-3 Evaluation of Proposals

Section-4 Fraud and Corrupt Practices

Section-5 Pre- Proposal Conference

Section-6 Comments & Suggestions on Terms of Reference

Section-7 Miscellaneous

Section-8 Terms of Reference

Appendices

I Letter of Proposal

II Power of Attorney for signing of Proposal

III Format for Bank Guarantee for Performance Security (3A – 3H)

IV Format for Conceptual Plan and Methodology

V Specimen for Financial Proposal

Annexes to Appendix - I

Annexe – I - Details of Bidder and their Technical capability (1A to 1D)

Annexe – II - Financial Capacity of the Bidder (2A & 2B)

Volume -2

Appendix – A: Draft Service Agreement

The draft Service Agreement to be provided by the VDCCBL-Vijayapur shall be deemed to be part of this TD.

2.6. Clarifications

- 2.6.1. Bidders requiring any clarification on the TD may notify the VDCCBL-Vijayapur in writing or by fax and e-mail to the address provided in **Clause- 2.9.3 (Section-2)**. They should send in their queries before the specified date and the VDCCBL-Vijayapur shall endeavor to respond to the queries before the date prescribed. The responses will be published in the Bank Website / available in the VDCCB Ltd., Vijayapur without identifying the source of queries.
- 2.6.2. The VDCCBL-Vijayapur shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the VDCCBL-Vijayapur reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the VDCCBL-Vijayapur to respond to any question or to provide any clarification.
- 2.6.3. The VDCCBL-Vijayapur may also on its own motion, if deemed necessary, issue interpretations and clarifications through Bank Website. All clarifications and interpretations issued by the VDCCBL-Vijayapur shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by VDCCBL-Vijayapur or its employees or representatives shall not in any way or manner be binding on the VDCCBL-Vijayapur.

2.7. Amendment of TD

- 2.7.1. At any time prior to the Proposal Due Date, the VDCCBL-Vijayapur may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the TD by the issuance of Addenda.
- 2.7.2. Any Addendum / Corrigendum thus issued will be published in Bank Website and the published details will be binding on the participating Bidders.
- 2.7.3. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the VDCCBL-Vijayapur may, at its own discretion, extend the Proposal Due Date. Information about extension of the deadline will be published in Bank Website vide corrigendum.

C. Preparation and Submission of Proposals

2.8. Format and Signing of Proposal

- 2.8.1. The Bidder shall provide all the documents listed in the **Clause-2.9.2 (Section-2)** in the Bank Website. VDCCBL-Vijayapur will evaluate only those Proposals that are received in the required formats and complete in all respects. Incomplete and/or conditional Proposals shall be liable to rejection.
- 2.8.2. All the documents of the Proposal which are needs to be submitted in the physical form under this TD. The proposal shall comprise Technical Proposal and Financial Proposal.

a) Technical Proposal

In preparing the Technical Proposal, Bidders are expected to examine the documents comprising in this Tender. Material deficiencies in providing the information requested may result in rejection of a Proposal.

The **Technical Proposal** should provide the following information using the attached Standard Forms (Terms of Reference under Section-8):

- (i) A brief description of the Vendor's organization and an outline of recent experience on assignments (Annexe-1A of Appendix - I) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and Vendor's involvement.
- (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section -6).
- (iii) A description of the methodology and work plan for performing the assignment (Appendix - IV).
- iv) A detailed description of the proposed methodology, staffing and monitoring of training, if the Data Sheet specifies training as a major component of the assignment (Appendix - IV).
- (viii) Any additional information requested in the Tender Document.

The Technical Proposal shall not include any financial information.

b) Financial Proposal

In preparing the Financial Proposal, Bidders are expected to take into account the requirements and conditions of the Tender documents. The Financial Proposal should follow Standard Forms (Appendix - V). It lists all costs associated with the Assignment, including (a) remuneration for staff, and (b) reimbursable such as subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys; and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.

Vendors shall express the price of their services in Indian Rupees. The Tender document indicates how long the proposals must remain valid after the submission date. During this period, the Bidder is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the Bidders who do not agree have the right not to extend the validity of their proposals.

2.9. Marking and submission of Proposal

2.9.1. The Bidder shall fill the prescribed application form provided in the Bank's Website and physically submit the tender form to the Vijayapur DCCB Ltd., Vijayapur. The documents mentioned in **Clause-2.9.2 (Section-2)** below on Bank Website and physical submission of Tender Form in the specified formats.

2.9.2. The documents shall be marked as indicated below:

- a) Letter of Proposal in the prescribed format Annexe – 1 of Appendix - I.
- b) Details of Bidder and Technical Capacity as per the format provided at Annexe – 1A to 1D of Appendix – I.
- c) Financial Capacity of the Bidder in the format provided at Annexe – 2A to 2B of Appendix – I.
- d) Power of Attorney for signing of Proposal in the prescribed format (**Appendix – II**).

- e) Copy of Registration Certificate of Bidder
- f) Copy of PAN Card
- g) Copy of GST Registration Certificate
- h) Documentary proof for completion of assignments (ref. 3.3 of Annexe-1)
- i) Financial proposal in the prescribed format Appendix -V (submission of Format is disabled and only figure to be entered in the relevant cell).
- j) A copy of the draft Service Agreement (Appendix -A) with each page initialed by the person signing the Proposal in pursuance of the Power of Attorney referred to in sub-clause (a) hereinabove.
- k) Other documents required as per TD.

2.9.3 Address for communication and sending queries:

CEO & Chief Adviser,
Technical Consultancy Services Organisation of Karnataka (TECSOK)
3rd Floor, VITC Building, Kasturaba Road, Bengaluru – 560 001
Phone: 080-22866134, 22865544, Fax: 080-22866138
e-mail: ceo@tecsok.com Website : tecsok.com

- 2.9.4. VDCCBL-Vijayapur reserves the right to seek original documents for verification of any of the documents or any other additional documents/particulars upon opening of the Bidding Documents.

2.10 Proposal Due Date

- 2.10.1. The Proposal should be submitted in physical form before the Proposal Due Date for bid submission specified in **Clause-1.4 (Section-1)**. The documents shall be submitted in the manner and form as specified in **Clause-2.9.2 (Section-2)**. Proposals submitted by either facsimile transmission or telefax will not be acceptable.

- 2.10.2. The VDCCBL-Vijayapur may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with **Clause-2.7 (Section-2)** uniformly for all Bidders.

2.11. Late Proposals

Proposals received by VDCCBL-Vijayapur after the specified Proposal Due Date shall

not be eligible for consideration and shall be summarily rejected as non-responsive.

2.12. Financial Proposal

The Financial Proposal is to be submitted only physical form. Financial Proposals are invited for the Assignment on the basis of lump sum service charges for carrying out the assignment covering the scope of services. The Bidder shall specify the financial proposal in Indian Rupees. Financial Proposal shall be exclusive of Goods & Service Tax and inclusive of all other applicable taxes, duties and levies, if any.

2.12.1. The opening of Proposals and acceptance thereof shall be substantially in accordance with this TD.

2.12.2. The proposed Service Agreement shall be deemed to be part of the Financial Proposal.

2.13. Modifications/ Substitution/ Withdrawal of Proposals

2.13.1. The Bidder may modify, substitute or withdraw its Proposal after submission of the Proposals prior to Proposal Due Date. No Proposal shall be modified, substituted or withdrawn by the Bidder after the Proposal Due Date.

2.13.2. Any alteration/ modification in the Proposal or additional information supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by VDCCBL-Vijayapur, shall be disregarded.

2.14. Rejection of Proposals

2.14.1. The VDCCBL-Vijayapur reserves the right to accept or reject all or any of the Proposals without assigning any reason whatsoever. It is not obligatory for the VDCCBL-Vijayapur to accept any Proposal or to give any reasons for their decision.

2.14.2. The VDCCBL-Vijayapur reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Proposal without assigning any reasons.

2.15. Validity of Proposals

The Proposals shall be valid for a period of 180 days from the Proposal Due Date (Proposal Validity Period). The Proposal Validity Period may be extended by mutual consent of the respective Bidders and the VDCCBL-Vijayapur. VDCCBL-Vijayapur reserves the right to reject any Proposal without assigning any reasons.

2.16. Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the VDCCBL-Vijayapur in relation to or matters arising out of, or concerning the Bidding Process. The VDCCBL-Vijayapur will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The VDCCBL-Vijayapur may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the VDCCBL-Vijayapur.

2.17. Correspondence with the Bidder

The VDCCBL-Vijayapur shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Proposal.

D Performance Security**2.18 Performance Security**

2.18.1. The selected Bidder should provide a Performance Security at 5% (Five percent) of Contract Value in the format set out in the draft service agreement by way of an unconditional & irrevocable Bank Guarantee from Nationalized Bank, required under the draft service agreement. This Performance Security shall be submitted after receipt of Letter of Award and before signing the Service Contract. The Performance Security shall be kept valid in full force and effect till the expiry of the Contract period by extending the validity date wherever required.

2.18.2 Failure of the selected Bidder to comply with the requirement of the **Clause-2.18.1 (Section-2)** shall constitute sufficient grounds for the annulment of the LoA and forfeiture of the EMD. In such an event, VDCCBL-Vijayapur shall reserve the right to take any such measures as may be deemed fit in the sole discretion of VDCCBL-Vijayapur, including annulment of bidding process.

E. Others

- 2.19 The Bidding Documents include the draft Service Agreement for the Project. The Bidding Documents and any addenda issued subsequent to this TD Document, but before the Proposal Due Date, will be deemed to form part of the Bidding Documents.
- 2.20 The Assignment is proposed to be implemented in several phases. The performance of the Vendor under each phase must be to the Client's satisfaction before work begins on the next phase. The different phases proposed are as follows :

Scope of Work

1. The Bank is planning to purchase 9 ATMs as per the specifications provided in Annexes – 1B to 1D & 2A. The machines should be covered under three years warranty and AMC for a period of two years renewable for a further two years, if desired by the bank.
2. The vendor must ensure before delivery that operating system as specified in Annexe – 1C of Appendix - I, is hardened to block the services which are not required. The vendor should provide complete solution to take care of intrusion detection, port scans and other common virus attacks.
3. This RFP contemplates procurement on turnkey basis, and the Bank requires these ATMs to be connected to its Switch. The successful vendor will take total responsibility for supplying, installation of CDs and making them operational through interface with Bank's Switch.
4. The bidder should provide the ATM & Cash Dispensing Machine with solution of **"Talking ATM for All"** as per the specifications provided as **Annexe – 3E of Appendix - III**. This feature is required in all machines to be specified.
5. The machines should have inbuilt software for enabling receipt printing in English as well as regional languages like Hindi & Kannada as per the Bank's norms.

6. Vendor should undertake the shifting of ATMs from one place to another in case of requirement. The price quoted for the procurement by turnkey basis herein should be inclusive of all expenditures incidental to shifting including dismantling, packing, loading, unloading, unpacking, de-installation and reinstallation and transportation charges. The cost of transit insurance will be borne by the Bidder and should be included in the cost of the machine.
7. As a part of deliverables, it is expected that the successful vendor should provide & install all the software and other utilities required for facilitating the ATM Managed services (including but not limited to EJ Pulling and software distribution) without any extra cost.
8. The vendor shall undertake complete installation of alarm panels, hooters etc. including carpentry and electrical works. All the electrical and network cables should be sufficiently and securely concealed so that any person entering the ATM room will not have any direct access to the same.
9. As a part of price bid for the project herein, Vendor should quote the rate for complete installation of DVSS / Alarm Panel including carpentry and electrical work, the cost of which should be included in the Commercials. In case it is not possible to install the DVSS / Alarm panel due to any reasons at any ATM site, Bank may relax the norms on site-to-site basis.
10. It will be also the responsibility of the vendor to provide the patch cord of required length (up to 5 meters) and attend the LAN cable issues from I/O port to ATM / ATM cum-Cash Deposit Machine / BNA under warranty and AMC period without any extra cost or visit charges to Bank. The damaged patch cord to be replaced without any extra cost during warranty and AMC period.
11. ATM/Cash dispensers should have vinyl wrapping as per Bank's branding. The vinyl wrap of the ATM will be on the lower front portion of the CD and Bank will

provide the CDR file of the artwork. Bidder should ensure that vinyl wrap should have a life of minimum warranty period of 3 years plus 2 years of AMC.

12. The bidder has to enter into an Integrity Pact with the Bank to the effect that they will not resort to any corrupt practices in any aspect/stage of the contract. Only those bidders who enter into such a contract with the bank will be considered for participation in the tender. Pact to be signed by authorised signatory at the time of submission of RFP as per Annexe – 3F of Appendix - III.

However, the deliverables are as mentioned in the detailed Terms of Reference (TOR).

- 2.21 The Vendors must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and on the local conditions, vendors are encouraged to pay a visit to the Client before submitting a Proposal, and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The Vendor's representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Vendors should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.22 The Client will provide the inputs specified, assist the Vendor in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 2.23 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.
- 2.24 VDCCBL-Vijayapur expects Vendors to provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Vendors shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

- 2.25 Without limitation on the generality of this rule, Vendors shall not be hired under the circumstances set forth below:

Terms of execution of work

The delivery will be spread during the financial year 2017-18, as per Bank's requirements. The Bank may extend this period at its discretion by a maximum of one more year.

The vendor shall deliver ATMs at the respective sites within four weeks from the date of receiving the intimation over e-mail / hard copy from the Bank, failing which the Bank reserves its right to levy liquidated damages as prescribed in the tender document. In the locations where road permit / entry tax is required, 2 weeks extra time is allowed to the vendors for the delivery of the ATM.

The vendor should undertake the grouting in case of requirement. The ATM area is to be dug out to build a 6" thick concrete platform with reinforced concrete. Bolts have to be fixed into the concrete and the ATM has to be installed on the bolts. This will ensure that the ATM machine is safe from any burglary or theft. Bank can permit grouting of the ATM with anchor fasteners without digging the floor where necessary.

Service Level Agreements (SLAs) and Non disclosure Agreement (NDA) in the form and manner acceptable to Bank will have to be executed with the Bank with uptime guarantee clause for all installations.

The vendor would be responsible for timely applying / loading of all the software patches and loading of new screens in all the individual ATMs during the Warranty and AMC period. This job has to be done as a part of Warranty and AMC support services, without any extra cost / visit charges.

The vendor should not use any password on the ATM which is not known to Bank staff.

Vendor will also hand over S & G / Mass Hamilton or Equivalent/Higher dual lock codes to the Bank upon installation. Vendor will also be responsible for assisting ATM custodian for change of combination lock on the request of Branch staff without any extra cost once in each half year.

ATMs should provide protection from Pests, Rats, rodents etc. starting from the date of delivery till the life of ATMs. Vendor will not be permitted to claim any part replacement cost on the ground of damage of ATM parts etc on account of pests, rats, rodents etc . We understand anti-rodent protection, restricts the entry of rodents, rats and pests inside the machine. Bidder should ensure that their engineers confirm / verify the anti rodent protection is in place at every visit so there will not be any damage to ATMs.

It will be the responsibility of the vendor to obtain transit insurance cover for the ATMs from their Factory / Godown to the ATM installation site.

The vendor should ensure the proper verification of earthing voltage within the range of 0.1-3.0 volts before ATM installation. Any exception to earthing voltage or for ATM connection to raw power needs Bank's prior approval / permission.

No engineer visit charges will be borne by the Bank for upgradation of the Software / replacement of hardware component pertaining to CD for the purpose of enhancing their functionality to meet mandatory compliance. Vendor should complete such upgradation in all the ATMs, wherever required, within 30 days of request from the Bank.

Vendor should provide and install software in the ATM to monitor the health of surveillance systems and send reports to Managed Service centre of the vendor appointed by the bank. The system should be capable of sending auto alerts to banks ATM switch.

Vendor will also supply the software in CDs to support central distribution from remote centralized location through standard interface. Vendor will provide licenses / rights in favor of the Bank to use all the software supplied by them already mentioned.

The vendor should allow the Managed Service vendor to carry out First Level Maintenance (FLM) services and other related activities including connecting the alarm system, digital video surveillance system & hooter wiring in the ATMs.

If any particular machine is frequently becoming out of order for mechanical reasons for more than three times in a month and for two consecutive months, the Bank may ask the vendor to replace the machine and vendor should replace the machine with another new machine at no extra cost to the Bank. Mechanical faults cover machine down due to faulty parts.

In case of repairs/replacement of parts to CDs where parts are defective due to reasons not attributed to Vendor, these will be treated as chargeable to the Bank, and the vendor should submit the quote with Service Engineer's visit report duly signed by controlling Branch Official to this office for approval.

On receipt of Bank's approval for parts replacement, repairs / replacement has to be carried out and completed within 72 hours, else, the delay will be counted as downtime and penalty will be levied @ Rs .1000/- per day for every day of delay beyond TAT up to maximum limit of Rs.25,000/- per instance.

The vendor must perform the Preventive Maintenance (PM) activities for the ATMs once in a quarter during warranty and AMC period. During PM the engineer should also check the earthing voltage and air conditioning status at the site and inform the branch 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 DVSS availability and resolve the same, if any.

All repair and maintenance services described herein shall be performed by qualified maintenance engineers totally familiar with the equipment. Bank shall arrange to maintain appropriate environmental conditions related to temperature, power supply, dust within the acceptable limits, etc required for the equipment. It shall be the responsibility of the bidder to monitor such environmental conditions and bring to the notice of Bank any adverse observations well in advance to arrange for necessary rectifications.

Intellectual Property (IP) Rights

The Bank will own all intellectual property rights to all design, software and/or systems created specifically for implementation and use at ATMs supplied to the Bank under this contract. The Bidder shall fully protect the Bank from all legal actions, claims, or damages from third parties arising out of use of software, designs or processes used by the Bidder in the ATMs supplied by the Bidder anywhere in the world.

Solicitation of Employees:

Bidder will not hire employees of the Bank or solicit or accept solicitation (either directly, indirectly, or through a third party) from employees of the Bank directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis.

Locations to be covered

Vendors should note that ATMs being procured will be deployed across the branch locations in the district of Vijayapur and the Vendor will be required to support all such installations without any additional cost. The list of the locations for delivery will be given to successful vendor in due course, in different phases. The Bank reserves the right to change locations by giving proper notice before the delivery of ATM at site.

2.26 It is VDCCBL-Vijayapur's policy to require that vendors observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the VDCCBL-Vijayapur:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of VDCCBL-Vijayapur, and includes collusive practices among Bidders (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive VDCCBL-Vijayapur of the benefits of free and open competition.
- (b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded VDCCBL-Vijayapur - financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a VDCCBL-Vijayapur -financed contract; and
- (d) will have the right to require that, VDCCBL-Vijayapur to inspect Bidder's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by VDCCBL-Vijayapur.

2.27 Vendors shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by VDCCBL-Vijayapur in accordance with the above sub para 2.26(d).

2.28 Vendors shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

2.29 Installation of ATMs & AMC

Pre-delivery factory inspection:

Bank reserves its right to carry out Pre-Delivery Inspection (PDI) of the ATMs at the vendor's factory or point of dispatch or at such place where the ATMs are kept before delivery/installation.

Vendor should demonstrate functionalities of the ATM, DVSS and alarm system during the PDI at the Vendor's factory/warehouse which does not require support of ATM switch.

Availability of Product and Spares:

The product / configuration offered should be available during the validity of the purchase order including extended period (AMC period).

Spares for the product offered should be available for at least 7 years from date of installation.

In case the product / configuration offered is discontinued during the validity period of the contract, the vendor should provide ATMs of the new model (upgraded configuration) at the same price.

The spare parts rates asked for in the Bill of Material will be used for the existing ATMs also during the project period of 7 years.

Annual Maintenance Contract:

It is envisaged the vendor will hand-hold the client and is expected to maintain the equipment supplied for at least 4 years after the expiry of warranty period (i.e., total of 7 years consisting of 3 yrs warranty plus 4 years AMC). The same maintenance standards (TAT, quality, etc) are expected during warranty period as well as during AMC period.

At the same time, the vendor is also expected to make available the spare parts for the systems for at least 4 years after the expiry of warranty period. Thereafter, vendor will have to give at least twelve months notice prior to discontinuation of support services.

If any of the peripherals, components etc., are not available or difficult to procure or if the procurement is likely to be delayed, the replacement shall be carried out with equipment of equivalent capacity or higher capacity at no additional charges to the Bank, during the currency of warranty period and AMC.

AMC charges will be 6% p.a. of the base cost (base cost = total cost of ATM less taxes) of ATM. For the purpose of this paragraph cost of ATM includes cost of burglary alarm module and digital video surveillance system, though these taken as separate line items in Bill of material. Any change in GST applicable will be paid extra at actual by Bank.

No engineer visit charges, whatever the case may be, will be entertained during the period of Warranty & Annual Maintenance Contract.

In case any parts need to be replaced on chargeable basis as described, the Bank has the right to procure the same / equivalent part from the open market and hand over the same to the vendor. Vendor will have to replace the defective part with the supplied part at no extra cost to the Bank. However, the warranty of only such replaced parts/equipment purchased from open market will not be the responsibility of the vendor, whereas, the warranty for the ATM as a whole will be the responsibility of the vendor.

Bank may procure consumable items not covered under warranty/AMC on its own. Vendor will have to replace the parts/items at no extra cost to the Bank.

2.30 Training

It is expected that the Vendors will provide appropriate training to designated VDCCBL-Vijayapur officials, including Knowledge and Skill Transfer as detailed in the Terms of Reference.

1. Vendor shall provide onsite training to officers of Bank at each site along with the manuals for Administrators including safe lock password change, viewing / retrieval of images from DVSS system etc. The training should cover features of hardware, software, communication devices, security devices interfaces, admin job etc., including hands-on training and exercises.
2. At the request of the Bank, the Vendor should provide two more rounds of user / administrative training at the required locations, without any extra cost.
3. The vendor must provide the training to Bank staff to view and retrieve the image. Vendor should submit the proof of training provided at the time of installation.

Inspection:

The Bank reserves the right to carry out inspection by a team of Bank officials, of any of the existing live installations of the Vendor referred to in the Technical Bid or demand a demonstration of the solution proposed on a representative model in bidder's office.

Section – 3 : Evaluation of Proposals

3.1. Opening and Evaluation of Proposal

The VDCCBL-Vijayapur shall open the Technical Proposals physically as per the Schedule of Bidding process specified in **Clause-1.4 (Section-1)**, at the office of The Vijayapur DCC Bank Ltd., Vijayapur in the presence of the Bidders who choose to attend.

- 3.1.1. The VDCCBL-Vijayapur will examine and evaluate the Proposals in accordance with the provisions set out in this **Section-3**.
- 3.1.2. To facilitate evaluation of Proposals, the VDCCBL-Vijayapur may, at its sole discretion, seek clarifications/documents from any Bidder regarding its Proposal.
- 3.1.3. Any information contained in the Proposal shall not in any way be construed as binding on the VDCCBL-Vijayapur, its agents, successors or assigns, but shall be binding against the Bidder if the Event are subsequently awarded to it under the Bidding Process on the basis of such information.
- 3.1.4. The VDCCBL-Vijayapur reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any Proposal without assigning any reasons.

3.2. Tests of responsiveness

- 3.2.1. Prior to evaluation of Proposals, the VDCCBL-Vijayapur shall determine whether each Proposal is responsive to the requirements of the TD. A Proposal shall be considered responsive only if:
 - a) It is received as per the format at **Appendix - I** and its Annexes.
 - b) It is received before the Proposal Due Date including any extension thereof pursuant to **Clause-2.10.2 (Section-2)**.
 - c) It is submitted as stipulated in **Clauses- 2.9 (Section-2)**.
 - d) It is signed and marked as stipulated in **Clauses -2.8 and Clause -2.9 (Section-2)**.
 - e) EMD is paid through Demand Draft.

- f) It is accompanied by the Power of Attorney, if applicable, as specified in **Clauses-2.1.7 (Section-2)**.
 - g) It contains all the information (complete in all respects) as requested in this TD (in formats same as those specified)
 - h) It does not contain any condition or qualification; and
 - i) It is not non-responsive in terms hereof.
- 3.2.2. Only substantially responsive proposals will be considered for further process and the VDCCBL-Vijayapur reserves the right to reject any Proposal which is not responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the VDCCBL-Vijayapur in respect of such Proposal.

3.3. Evaluation of Eligibility Criteria

Eligibility Criteria are specified in Section – 2.

3.4 Evaluation of Technical Proposal

The Technical Proposal of all the Bidders who met the eligibility criteria will be evaluated as follows:

Sl. No.	Criteria	Marks
I.	Previous Experience & Capability	60
1	Length of Experience	5
2	Financial Capacity / Turnover	5
3	Location of Support Centre	10
4	Past Performance in supply of ATMs	30
5	In-house Manpower on Permanent Basis	10
II.	Understanding, Conceptualisation & Assessed Capability to complete the Assignment based on presentation	40
	Total = (I+II)	100

Threshold score for technical qualification is 60% subject to condition that Bidder shall obtain minimum of 20 score in Sl. No.II above.

The Bidders shall be required to make a power point presentation on their technical Proposals to the Evaluation Committee, to be constituted by VDCCBL-Vijayapur. Technical presentation will need to cover details as per Annexure IV.

3.5. Evaluation of Financial Proposal

The financial proposals of only Bidders who have technically qualified shall be opened in the Vijayapur DCCB Ltd., Vijayapur premises and evaluation will be carried out. Bidder, whose Financial Proposal is the **lowest**, shall be selected as the preferred vendor.

In the event that the L1 Bidder withdraws its Proposal or is not selected for any reason in the first instance, the VDCCBL-Vijayapur may invite the L2 Bidder for negotiations.

3.6. Selection of Bidder

- 3.6.1 In the event that two or more Bidders submit equal financial proposal (the Tie Bidders), the VDCCBL-Vijayapur shall select the Bidder with higher technical score.
- 3.6.2 After selection, a Letter of Award (the “LoA”) shall be issued, in duplicate, by the VDCCBL-Vijayapur to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LoA, sign and return the duplicate copy of the LoA in acknowledgement thereof. In the event the duplicate copy of the LoA duly signed by the Selected Bidder is not received by the stipulated date, the VDCCBL-Vijayapur may, unless it consents to extension of time for submission thereof, forfeit the EMD of such Bidder.
- 3.6.3 After acknowledgement of the LoA as aforesaid by the Selected Bidder, it shall execute the Service Agreement within the period of 15 (fifteen) days. The Selected Bidder shall not be entitled to seek any deviation in the Service Agreement. In case the selected bidder fails to execute the Service Agreement within the specified period, his EMD shall be forfeited.

3.7. Contacts during Proposal Evaluation

Proposals shall be deemed to be under consideration immediately after they are opened and until such time the VDCCBL-Vijayapur makes official intimation of award/ rejection to the Bidders. While the Proposals are under consideration, Bidders

and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the VDCCBL-Vijayapur and/ or their employees/ representatives on matters related to the Proposals under consideration.

3.8. Penalty

The VDCCBL-Vijayapur shall impose penalty on the Vendor for failure in carrying out the assignment in respect of quality, time schedule and adequacy, as specified in the Service Agreement.

Section – 4 : Fraud and Corrupt Practices

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LoA and during the subsistence of the Service Agreement. Notwithstanding anything to the contrary contained herein, or in the LoA or the Service Agreement, the VDCCBL-Vijayapur shall reject a Proposal, withdraw the LoA, or terminate the Service Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, as the case may be, if it determines that the Bidder or Vendor, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

In such an event, the VDCCBL-Vijayapur shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the VDCCBL-Vijayapur towards, inter alia, time, cost and effort of the VDCCBL-Vijayapur, without prejudice to any other right or remedy that may be available to the VDCCBL-Vijayapur hereunder or otherwise.

- 4.2 Without prejudice to the rights of the VDCCBL-Vijayapur under **Clause-4.1** here in above and the rights and remedies which the VDCCBL-Vijayapur may have under the LoA or the Service Agreement, if a Bidder or Vendor, as the case may be, is found by the VDCCBL-Vijayapur to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LoA or the execution of the Service Agreement, such Bidder or Vendor shall not be eligible to participate in any tender or TD issued by the VDCCBL-Vijayapur during a period of 2 (two) years from the date such Bidder or Vendor, as the case may be, is found by the VDCCBL-Vijayapur to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this **Clause-4**, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the VDCCBL-Vijayapur who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LoA or has dealt with matters concerning the Service Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the VDCCBL-Vijayapur, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LoA or after the execution of the Service Agreement , as the case may be, any person in respect of any matter relating to the Event or the LoA or the Service Agreement, who at any time has been or is a legal, financial or technical adviser of the VDCCBL-Vijayapur in relation to any matter concerning the Project;
- b) “**fraudulent practice**” means a mis-representation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
- c) “**coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the VDCCBL-Vijayapur with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

Section – 5 : Pre-Proposal Conference

- 5.1 Pre-Proposal conference of the Bidders shall be convened at the designated date and time as specified in **Clause-1.4 under Section-1**
- 5.2 During the course of Pre-Proposal conferences, the Bidders will be free to make suggestions for consideration of the VDCCBL-Vijayapur. The VDCCBL-Vijayapur shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process. The clarifications issued during pre-proposal meeting will be available in the office of Vijayapur DCCB Ltd., and this shall become part and parcel of Tender Document.
- 5.3 Venue for the pre-proposal conference: K C Nagar, Sholapur Road, Vijayapur – 586 103.
- 5.4 Any changes in the date, time and venue will be uploaded in the Bank's Website / office of the Vijayapur DCCB Ltd., Vijayapur.

Section – 6 : Comments/ Suggestions on ToR

(Bidders are requested to provide their comments / suggestions on ToR on the following broad headings)

1. Scope of Services

2. Deliverables

3. Key Professionals

4. Others

Section – 7 : Miscellaneous

- 7.1 The Bidding Process shall be governed by and construed in accordance with, the laws of India and the Courts at Bengaluru shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 7.2 The VDCCBL-Vijayapur, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- a) Suspend and or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - b) Consult with any Bidder in order to receive clarification or further information;
 - c) Retain any information and/ or evidence submitted to the VDCCBL-Vijayapur by, on behalf of, and/ or in relation to any Bidder; and/ or
 - d) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 7.3 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the VDCCBL-Vijayapur, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

Section – 8 : Terms of Reference

Terms of execution of work

1. The procurement of ATMs will be spread during the financial year 2017-18, as per Bank's requirements. The Bank may extend this period at its discretion by a maximum of one more year.
2. The vendor shall deliver ATMs at the respective sites within four weeks from the date of receiving the intimation over e-mail / hard copy from the Bank, failing which the Bank reserves its right to levy liquidated damages as prescribed in this document. In the locations where road permit / entry tax is required, 2 weeks extra time is allowed to the vendors for the delivery of the ATM.
3. The vendor should undertake the grouting in case of requirement. The ATM area is to be dug out to build a 6" thick concrete platform with reinforced concrete. Bolts have to be fixed into the concrete and the ATM has to be installed on the bolts. This will ensure that the ATM machine is safe from any burglary or theft. Bank can permit grouting of the ATM with anchor fasteners without digging the floor where necessary.
4. Service Level Agreements (SLAs) and Non disclosure Agreement (NDA) in the form and manner acceptable to Bank will have to be executed with the Bank with uptime guarantee clause for all installations.
5. The vendor would be responsible for timely applying / loading of all the software patches and loading of new screens in all the individual ATMs during the Warranty and AMC period. This job has to be done as a part of Warranty and AMC support services, without any extra cost / visit charges.
6. The vendor should not use any password on the ATM which is not known to Bank staff.

7. Vendor will also hand over S & G / Mass Hamilton or Equivalent/Higher dual lock codes to the Bank upon installation. Vendor will also be responsible for assisting ATM custodian for change of combination lock on the request of Branch staff without any extra cost once in each half year.
8. ATMs should provide protection from Pests, Rats, rodents etc. starting from the date of delivery till the life of ATMs. Vendor will not be permitted to claim any part replacement cost on the ground of damage of ATM parts etc on account of pests, rats, rodents etc . We understand anti-rodent protection, restricts the entry of rodents, rats and pests inside the machine. Bidder should ensure that their engineers confirm / verify the anti rodent protection is in place at every visit so there will not be any damage to ATMs.
9. It will be the responsibility of the vendor to obtain transit insurance cover for the ATMs from their Factory / Godown to the ATM installation site.
10. The vendor should ensure the proper verification of earthing voltage within the range of 0.1-3.0 volts before ATM installation. Any exception to earthing voltage or for ATM connection to raw power needs Bank's prior approval / permission.
11. No engineer visit charges will be borne by the Bank for upgradation of the Software / replacement of hardware component pertaining to CD for the purpose of enhancing their functionality to meet mandatory compliance. Vendor should complete such upgradation in all the ATMs, wherever required, within 30 days of request from the Bank.
12. Vendor should provide and install software in the ATM to monitor the health of surveillance systems and send reports to Managed Service centre of the vendor appointed by the bank. The system should be capable of sending auto alerts to banks ATM switch.

13. Vendor will also supply the software in CDs to support central distribution from remote centralized location through standard interface. Vendor will provide licenses / rights in favor of the Bank to use all the software supplied by them already mentioned.
14. The vendor should allow the Managed Service vendor to carry out First Level Maintenance (FLM) services and other related activities including connecting the alarm system, digital video surveillance system & hooter wiring in the ATMs.
15. If any particular machine is frequently becoming out of order for mechanical reasons for more than three times in a month and for two consecutive months, the Bank may ask the vendor to replace the machine and vendor should replace the machine with another new machine at no extra cost to the Bank. Mechanical faults cover machine down due to faulty parts.
16. In case of repairs/replacement of parts to CDs where parts are defective due to reasons not attributed to Vendor, these will be treated as chargeable to the Bank, and the vendor should submit the quote with Service Engineer's visit report duly signed by controlling Branch Official to this office for approval.
17. On receipt of Bank's approval for parts replacement, repairs / replacement has to be carried out and completed within 72 hours, else, the delay will be counted as downtime and penalty will be levied @ Rs 1000/- per day for every day of delay beyond TAT up to maximum limit of Rs.25,000/- per instance.
18. The vendor must perform the Preventive Maintenance (PM) activities for the ATMs once in a quarter during warranty and AMC period. During PM the engineer should also check the earthing voltage and air conditioning status at the site and inform the branch 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 DVSS availability and resolve the same, if any.

19. All repair and maintenance services described herein shall be performed by qualified maintenance engineers totally familiar with the equipment. Bank shall arrange to maintain appropriate environmental conditions related to temperature, power supply, dust within the acceptable limits, etc required for the equipment. It shall be the responsibility of the bidder to monitor such environmental conditions and bring to the notice of Bank any adverse observations well in advance to arrange for necessary rectifications.

Timeline for Completion of Assignment

The entire assignment including all preliminary work shall be completed within 30 days from the date of signing the agreement.

Any delay caused for the reasons beyond the control of VDCCBL-Vijayapur or the Vendor, necessary extensions in the time line will be considered by VDCCBL-Vijayapur.

Milestone for Payment

Payments shall be released to Vendor by VDCCBL-Vijayapur as per the following milestones :

Sl. No.	Milestone	Release of payment (% age of contract value earmarked for installation)
A.	Installation of ATMs	
1	Mobilisation Advance on signing the agreement	25
2	After installation of all 9 ATMs	50
3	After completion of one month after installation of ATMs (subject to satisfactory performance)	25
B.	AMC Charges	
1	Amount earmarked for AMC shall be released in four equated annual installments at the beginning of the each year	

Annexe – 1 of Appendix - I

Format for Letter of Proposal

Dated:

The Chief Executive Officer,
The Vijayapur District Central Coop. Bank Ltd.,
K C Nagar, Sholapur Road
Vijayapur– 586 103

Dear Sir / Madam,

Sub: Proposal for procurement of ATMs for The Vijayapur District Central Cooperative Bank Limited, Vijayapur

- 1 With reference to your TD, I/We, having examined the Bidding Documents and understood their contents, hereby submit my/our Proposal for the aforesaid Project. The Proposal is unconditional and unqualified.
- 2 All information provided in the Proposal and in the Appendices are true and correct.
- 3 This statement is made for the express purpose of qualifying as a Bidder for the successful execution of the Event.
- 4 I/We shall make available to the VDCCBL-Vijayapur any additional information it may find necessary or require to supplement or authenticate the Bid.
- 5 I/We acknowledge the right of the VDCCBL-Vijayapur to reject our Proposal without assigning any reason or otherwise and hereby waive my/our right to challenge the same on any account whatsoever.
- 6 I/We certify that in the last three years, I/We have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on my/our part.
- 7 I/ We declare that:
 - (a) I/We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the VDCCBL-Vijayapur.

- (b) I/We do not have any conflict of interest.
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in **Section-4** of the TD document, in respect of any tender or request for proposal issued by or any agreement entered into with the VDCCBL-Vijayapur or any other public sector enterprise or any government, Central or State; and
 - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of **Section-4** of the TD, no person acting for me/us or on my/our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 8 I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to bid for the Project, without incurring any liability to the Bidders, in accordance with **Clause-2.4 (Section-2)** of the TD document.
 - 9 I/We certify that in regard to matters other than security and integrity of the country, I/We have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory VDCCBL-Vijayapur which could cast a doubt on our ability to undertake the Event or which relates to a grave offence that outrages the moral sense of the community.
 - 10 I/We further certify that in regard to matters relating to security and integrity of the country, I/We have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us.
 - 11 I/We further certify that I/We am/are not barred by the Central/ State Government, or any entity controlled by them, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Bid, would not be eligible to submit a Bid.
 - 12 I/We further certify that, in the last three years, I/We have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial VDCCBL-Vijayapur or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract nor have had any contract terminated for breach by such Bidder.
 - 13 I/We further certify that no investigation by a regulatory VDCCBL-Vijayapur is pending either against us or against our CEO or any of our Directors/ Managers/ employees.
 - 14 I/We understand that in case the Selected Bidder is a foreign company, the continued

eligibility shall be subject to approval of the VDCCBL-Vijayapur from national security and public interest perspective. The decision of the VDCCBL-Vijayapur in this behalf shall be final and conclusive and binding on the Bidder.

- 15 I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the VDCCBL-Vijayapur in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Event and the terms and implementation thereof.
- 16 In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into a Service Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- 17 I/We understand that except to the extent as expressly set forth in the Service Agreement, I/We shall have no claim, right or title arising out of any documents or information provided to me/us by the VDCCBL-Vijayapur or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Right.
- 18 The Payment has been quoted by me/us after taking into consideration all the terms and conditions stated in the TD, draft Services Agreement, my/our own estimates of costs and revenues and after a careful assessment of the site and all the conditions that may affect the Proposal.
- 19 I/We have remitted an amount of Rs.2,00,000/- (Rupees Two Lakhs) towards EMD in accordance with the TD.
- 20 I/We agree to offer a Performance Security of 5% of Contract Value to the VDCCBL-Vijayapur, in case we are selected in accordance with the TD.
- 21 I/We agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Event/ Right is not awarded to me/us or our Proposal is not opened.
- 22 I/We agree to keep this offer valid for 180 days from the Bid Due Date specified in the TD.
- 23 I/We agree and undertake to abide by all the terms and conditions of the TD document.

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the TD document.

Date :

Yours faithfully,

Place :

Signature of the Authorized signatory

(Name and designation
of the Authorised signatory)
Name and seal of Bidder

Annexe – 1A**Bidding Organization Details**

Details mentioned in this Annexe must be accompanied by supporting documents, in order to facilitate the Bank to verify the correctness of the information.

Sl. No.	Item	Details
1	Name of the Company	
2	Registered Address of the Company	
3	Telephone & Fax	
4	Website & email IDs	
5	Constitution of the Company	
6	Activities Undertaken	
7	Ownership details	
8	Key personnel details	
9	Name and designation of the persona authorized to deal with Bank for this RFP	
10	Name and designation of the person authorized to sign and make commitments to the Bank	
11	Date of Incorporation, Date of Commencement of Business and No. of years in the Business	Enclose copy of Certificate of Incorporation
12	GST No.	Copy of GST Registration
13	Income Tax PAN	Copy of PAN No.

SIGNATURE

(Name & Designation, seal of the firm)

Annexe – 1B

Functional Specifications: ATMs and the software to be provided should have the capability of performing the following functions through Display Menu: Our Requirements Response

Sl. No.	Bank Requirements	Bidder Response
1	1. Dispensing Cash (Withdrawals and Fast Cash) from Current/SB/ Overdraft	
2	Transfer of Funds between two accounts.	
3	Account enquiries	
4	Account Statement Printing	
5	Cheque Book Requisitioning	
6	PIN change facility	
7	Facility for utility payments	
8	Facility to top-up mobile phones	
9	Facility for issue of non-cash instruments	
10	Three Language Display (English, Hindi and Kannada). (Vendor to provide and deploy screens for the languages as desired by Bank)	
11	Touch Screen display (Vendor to provide screens for touch screen)	
12	Facility to support all types of Cards transactions – Visa / Master / Rupay / Diner.	
13	Receipt Printing for Transaction with following details: <ul style="list-style-type: none"> • Date & Time • ATM Location ID (Alphanumeric) • Account No. only last 4 digits with initial 8 digits marked as xxxxxxxx. • Transaction Sl. No. • Amount in Rs. • Description of Transaction • Balance in Account in Rs. • Receipt printing in Kannada and English is mandatory. 	
14	Easy compatibility / provision to add or delete functions as per the Bank's requirements.	
15	Should support MPEG full motion video	
16	Should have provision for cancellation of transaction	

Sl. No.	Bank Requirements	Bidder Response
	before execution at any stage. (Appropriate messages should be provided to guide the customer)	
17	Should have the diagnostic tools for <ul style="list-style-type: none"> • monitoring cash position and ATM status • giving comprehensive error reporting including DVSS & Alarm System to ATM switch. 	
18	Proper Audit Trail should be maintained.	
19	Should have facility to carry out housekeeping and maintenance of ATM.	
20	Should recognize and differentiate the cardholders of VDCC Bank and other Banks.	
21	Should function round the clock with built-in fault tolerance features.	
22	Should provide Audio guidance in all the three languages.(The required WAV files to be provided by the vendor).	
23	Should have facility of Talking ATM as per Annexure-L	
24	Should be enabled and capable for biometric authentication by recognizing finger print.	

SIGNATURE

(Name & Designation, seal of the firm)

Annexe – 1C

Technical Specifications

Technical Requirements	Whether Complied (Yes / No)	Specifications
Type of ATM		
<ul style="list-style-type: none"> Front Loading ATM with 4 cassettes 		
Processor within ATM		
<ul style="list-style-type: none"> Intel Core /i3 with 2.5 GHz and 3 MB cache or higher Minimum 2 GB DDR RAM or higher 2 MB VRAM or higher Minimum 500 GB X 2 SATA HDD or higher 2 no. USB Ports in front for front access CDs DVD writer with latest specification & with controller card MPEG full motion video with voice guidance support to play both MPEG and wave / sound file OS hardening (with Firewall). ATM should be adequately hardened and only white listed necessary services run in the system. No malware including viruses, worms and Trojans should be able enter the ATM and affect the system. 		
SMPS		
<ul style="list-style-type: none"> In-built SMPS to work on 230V 50 Hz power supply Support input voltage of 230V AC/50 Hz with +/- 5% variation 		
OPERATING SYSTEM		
<ul style="list-style-type: none"> Multi tasking real time operating system. – MS Windows 7 / Linux or higher operating system with latest Service Pack. Operating system hardening should ensure that all the unnecessary ports will be closed and only essential services are permitted to run on the machine, which will reduce the vulnerability of the ATM/Cash dispenser operating system. OS should be upgradable, and in case of upgradation, ATM service should not be disrupted due to any reason. 		

CURRENCY CHEST		
<ul style="list-style-type: none"> • UL 291 Certified Secure Chest Level-1 or CEN 1 certified Currency Chest should be integrated. • S&G / Mass Hamilton or Equivalent/higher dual electronic combination lock of 6+6 digits or higher, having one time combination (OTC) option and audit trail without any hardware change. The OTC Lock should support Emergency Opening Code feature that can be used in the event of Lock / software malfunction, so as to avoid ATM Door drilling. <p>The OTC Lock software should be capable of Real-Time updating of all ATM activities done across the country, including generation of Close seal, Duress openings & Lock Battery status etc.</p> <ul style="list-style-type: none"> • Locking mechanism to comply with standards like UL 437 VDS Class, etc. • Alarm sensors for temperature status, vibration status and chest open status which can send Signal/Messages to Switch/ ATM Management Centre connected to a hooter with complete installation at site. 		
ATM		
<ul style="list-style-type: none"> • Friction/Vacuum pick/ Robotic arm based technology. 		
<ul style="list-style-type: none"> • Multi-media dispenser (Capable of dispensing currency, coupons, travelers' cheques, stamps, tickets, etc.) with bunch presenter. 		
<ul style="list-style-type: none"> • Capable of dispensing 40 Indian legal tender notes or more per transaction. 		
<ul style="list-style-type: none"> • Minimum dispensing/stacking speed of 4 or more notes per second. 		
<ul style="list-style-type: none"> • Capability to dispense ATM fit used legal tender notes. 		
<ul style="list-style-type: none"> • The cash retraction should be completely disabled on the ATMs. 		
<ul style="list-style-type: none"> • Two High double Pick Module with 4 cassettes configuration and should be capable of working even with 2 cassettes. All the four cassettes should be able to dispense cash and configured accordingly at the time of installation. 		
<ul style="list-style-type: none"> • Minimum 4 programmable secured cassettes, with lock and key/latch. 		
<ul style="list-style-type: none"> • The ATM should be capable to hold 4 such Cassettes. 		

<ul style="list-style-type: none"> Each cassette should have minimum holding capacity of 2500 notes. 		
<ul style="list-style-type: none"> All Cassettes to be capable of holding and dispensing Rs.100.00, Rs. 500.00 & Rs.2000.00 denomination legal tender notes. 2 Spacers for any new currency introduced by RBI in future should be provided along with ATM. 		
<ul style="list-style-type: none"> One divert/purge cassette for rejected notes with lock and key/latch. 		
<ul style="list-style-type: none"> Multi-media dispenser (ticket/ coupon/ stamp/ receipt) with bunch presenter. 		
<ul style="list-style-type: none"> Indication of proper insertion of cassettes. 		
<ul style="list-style-type: none"> Capable of Multi currency dispensing. 		
Hybrid Dip Card Reader		
<ul style="list-style-type: none"> Hybrid Dip Reader for EMV Chip Smart Card and magnetic strip cards. CD should be ready for reading EMV chip data from EMV card with required integrated software. 		
<ul style="list-style-type: none"> Should have anti skimming device for detecting <ul style="list-style-type: none"> (i) Foreign metal object. (ii) Magnetic interference. (iii) With capability to prevent further transaction or Shutdown or machine offline. (iv) With generation of alerts to central monitoring system 		
<ul style="list-style-type: none"> Dip SMART card reader capable of reading track 1 and 2 		
<ul style="list-style-type: none"> Conformance to VISA / Master Card / RuPay / Discover / JCB & Union Pay / Diner standards Cards. 		
<ul style="list-style-type: none"> Capable to read HYCO Card and Diner Card. 		
<ul style="list-style-type: none"> EMV version 4.0 or later, as certified for SMART card 		
<ul style="list-style-type: none"> Software/firmware/license for using SMART card on ATM 		
Customer Interface on CD		
<ul style="list-style-type: none"> SVGA compliant color LCD touch screen monitor of 15" or higher with 1024X768 resolution or higher with 8 FDKs 		
<ul style="list-style-type: none"> Monitor should be capable of displaying graphic features such as animation, blinking, fade-in fade-out, sprinkle, horizontal & vertical scrolling and time & date. 		

• Vandal proof screen to be provided		
• CDs should have privacy screen filter which enables the view of the ATM screen only to the customer standing in front of the ATM.		
• Rugged spill proof Triple DES enabled keyboard with polycarbonate tactile/stainless Steel recessed EPP pin pad keys.		
• EPP key pads to be PCI version 1.3 (or later) compliant and ADA compliant with sealed metal keypad. EPP should be designed so as to prevent overlaying of fake pin pad. Forceable 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.		
• Touch Screen (with support for visually handicapped through 8 Function Keys)		
• Both PIN and UIDAI compliant finger print authentication to be provided		
• Tri-lingual screen support should be possible.		
• Capable of Voice guidance to customer & digitalized WAV files in Indian accent for the same in all the three languages to be provided by the vendor as per the Annexure- L		
• There should be support for text to speech for full fledged voice guidance in case Bank wishes to implement voice guidance solution.		
• Speakers for customer guidance to be provided		
• Ear phone jack to be provided		
DES CHIP		
• Capable of supporting Remote key Management DES/RSA		
• Support AES (Advanced Encryption Standard) in future without any additional Hardware/software changes		
• Triple DES chip with encryption / verification / validation software.		

OPERATOR INTERFACE		
<ul style="list-style-type: none"> Maintenance Panel, Monitor to facilitate all operations related to housekeeping and maintenance of the CD. 		
<ul style="list-style-type: none"> Should be mechanically and electrically capable of functioning 24x7x365 basis 		
RECEIPT PRINTER		
<ul style="list-style-type: none"> 40 column Dot Matrix Thermal printer to print various information pertaining to the transaction executed by the customer in English as well as other regional languages like Hindi & Kannada log of the transactions etc, i.e., Trilingual support. 		
<ul style="list-style-type: none"> Should have capacity to hold 600m roll for printing approx 5000 transactions. 		
<ul style="list-style-type: none"> Auto paper cut facility for ejecting receipt to the customer. 		
CONNECTIVITY		
<ul style="list-style-type: none"> Should have Network Interface Card and be able to connect to any type of Ethernet network switch. 		
<ul style="list-style-type: none"> Should be capable of being connected to branch network. 		
<ul style="list-style-type: none"> Should be capable of being connected to Bank's Base 24 switch and switch of other networks – using existing device handlers at no additional cost to the bank. 		
<ul style="list-style-type: none"> Machine should be compatible for connectivity through VSAT, Leased line, CDMA, Wi-Max etc. 		
<ul style="list-style-type: none"> CD must support TCP/IP, IPV4 & IPV6 		
<ul style="list-style-type: none"> Should connect to the existing switch using NDC/DDC device handler. As and when BIS comes up with an alternate Indian Standard device handler, the Bidder must provide upgrade to this standard free of charge. 		
APPLICATION SOFTWARE		
<ul style="list-style-type: none"> The software should be capable of performing multifarious functions and interface should facilitate all Admin, Recon and MIS functions. 		
<ul style="list-style-type: none"> Software should be preloaded with CEN 3.0 complaint XFS with cross vendor support. 		
<ul style="list-style-type: none"> Capability to support MPEG full motion video 		

<ul style="list-style-type: none"> The software should have the utility for converting files containing transaction details into ASCII format 		
<ul style="list-style-type: none"> The software roadmap should include support for remote key transport and XFS as well as IFX message standards 		
<ul style="list-style-type: none"> Software for Electronic Journal pulling by Managed Service vendor DVSS monitoring software 		
<ul style="list-style-type: none"> Configurable Bar Code reader software, DVSS monitoring software and EMV card reader software. 		
SOFTWARE AGENT		
<ul style="list-style-type: none"> The CD should be capable of supporting a third party software agent such as SDMS/Radia/Infobase etc. 		
<ul style="list-style-type: none"> The vendor should also agree to install any third party software selected by the bank for EJ pulling at no extra cost to the bank. 		
<ul style="list-style-type: none"> Should be capable of interface with the Bank's Switch. 		
<ul style="list-style-type: none"> Should also provide support for third party software and upgradation and distribution at no extra cost to the bank. 		
<ul style="list-style-type: none"> Should have remote diagnostic agent to diagnose problems with the machine including, but not limited to part failure. This service including proactive rectification of problems reported by remote diagnostic agent will have to be provided mandatorily at no extra cost to the bank 		
<ul style="list-style-type: none"> Should have Software for reading the EMV chip cards with EMV version 4.0 level 2 or higher. 		
SYSTEM HARDENING / TERMINAL SECURITY		
<ul style="list-style-type: none"> All CDs should be adequately hardened and only white listed necessary services should run on the machines. No malware including viruses, worms & Trojans should be able to enter the machine and affect the ATM and the network. 		
SECURITY		
<ul style="list-style-type: none"> CD should have all standard security features. 		
<ul style="list-style-type: none"> CD should be TRIPLE DES compliant 		
<ul style="list-style-type: none"> Keypad with Triple DES Encrypted PIN Pad with Remote Key Loading Feature. 		
<ul style="list-style-type: none"> Support for Advance Encryption Standard in future without any additional hardware. 		

<ul style="list-style-type: none"> The PIN Pad must also meet Master/Rupay/Visa/Diner requirements on Tamper Resistant Security Module which enables automatic destruction of Secret keys in case of attempt to interface with the encryption system. 		
<ul style="list-style-type: none"> CDs should have Steel PIN pad and have shields covering all three sides or be recessed to avoid shoulder surfing or capture by the external camera.. 		
<ul style="list-style-type: none"> Pin pad must be PCI and ADA complaint. 		
<ul style="list-style-type: none"> CD should be provided with Anti-virus solution to facilitate blocking of malicious codes/traffic entering the CD. 		
<ul style="list-style-type: none"> Alternatively, the vendor should provide CD specific firewall to take care of intrusion detection, port scans and other common virus attacks. 		
<ul style="list-style-type: none"> CDs should have rear mirrors covering majority area of the ATM site which allow users to see what is happening behind when he/she enters the PIN to avoid shoulder surfing. 		
PROTOCOLS		
<ul style="list-style-type: none"> CD must support TCP/IP/DNS protocol 		
<ul style="list-style-type: none"> CD should also support either Diebold D 912 or NDC-Plus drivers. 		
SCALABILITY / UPGRADABILITY		
<ul style="list-style-type: none"> The CD should be scalable / upgradable in terms of 		
<ul style="list-style-type: none"> RAM (Memory) 		
<ul style="list-style-type: none"> HDD 		
<ul style="list-style-type: none"> Card Reader to read Smart Cards / Hybrid Cards 		
REMOTE STATUS INDICATORS		
<ul style="list-style-type: none"> CD should be capable of FLM remote support for following indicators: 		
Low Paper		
Low currency		
Currency Jam		

Divert bin Full		
CD out of service		
Paper jam in printers		
Printer fatal		
Indicators for part fault (e.g motherboard, cassette, EPP, card reader, SMPS, etc.)		
DVS system down indicators		
No Cash		
Additional Capabilities		
<ul style="list-style-type: none"> The CD should be capable of authentication. 		
<ul style="list-style-type: none"> Should have bar code reader compatibility. 		
Integrated CD Surveillance Solution		
<ul style="list-style-type: none"> Solution must be capable of capturing the image of the person approaching and performing the transaction at the ATM through motion sensors. 		
<ul style="list-style-type: none"> The solution should use minimum two cameras in different angles, one inside the CD and another in the CD Cabin. Camera should be suitably positioned to take image of the person even under poor lighting conditions. Camera should not capture the hand movement while entering the PIN. It will be the responsibility of the vendor to ensure that the images so captured are able to identify the persons entering the ATM Room. 		
<ul style="list-style-type: none"> Solution must be able to capture and stamp the transaction information in the images and super impose date, time and transaction data on to the recorded images. 		
<ul style="list-style-type: none"> At no point the cameras should focus on ATM keypad (Masking must be implemented on keypad area). 		
<ul style="list-style-type: none"> One camera should be able to identify the notes being ejected by the machine and received by the customer. 		
<ul style="list-style-type: none"> The cameras should be pilfer proof and hidden 		
<ul style="list-style-type: none"> Solution should be able to store the images in a digital format for minimum six months (For the purpose of capacity estimate, the average daily volumes can be taken as 300). 		

<ul style="list-style-type: none"> • Solution should be able to record opening of chest door/upper hood and be able to send message to Base 24 switch in each Case. 		
<ul style="list-style-type: none"> • The system should have adequate provision for storing the images, back-up and archived images. CD must have two hard disk of minimum 500 GB Capacity each for ATM operation and storing the images data. 		
<ul style="list-style-type: none"> • Solution must provide an interface to browse, search and archive the stored images on hard disc or external media 		
<ul style="list-style-type: none"> • Solution must be configurable to suit different site requirements and must be capable of performing under extreme light and heat conditions 		
<ul style="list-style-type: none"> • Machine should be able to send indication to the switch whenever DVSS is down. 		
<ul style="list-style-type: none"> • Solution must have an integrated video surveillance system and centralized monitoring should be possible. 		
<ul style="list-style-type: none"> • The solution must not degrade the performance of CDs, e.g., speed of normal transaction 		
<ul style="list-style-type: none"> • The hardware should be integrated within the CD 		
<ul style="list-style-type: none"> • The machine should support water marking for image authentication 		
Finger Print Reader		
<ul style="list-style-type: none"> • UIDAI certified finger print scanner with STQC Certified for Aadhaar enabled Payment System in the fascia with required software/application support to be provided. <p>(The details of the certified scanners are available in uidai PORTAL. Some of the models are : Morpho /MS01350E, Morpho /MS01350E2, Morpho /MS01300E, Mnatra/MFS100, CSD-200, FM220 and Realscan G1)</p>		
Environmental Capabilities		
<ul style="list-style-type: none"> • Should operate in a range of Temperature from 5 degree Centigrade to 45+ degree centigrade. 		
<ul style="list-style-type: none"> • Should be capable of operating in range of relative humidity conditions from 5% to 95% 		
<ul style="list-style-type: none"> • Energy saving features. Indicate Power consumed include standby/sleep mode. 		

The Bank reserves the right to consider only those vendors who can demonstrate a fair degree of accuracy in their CDs. The Bank will test the machines at no cost to the bank, before placing the orders.

Additional terms

1. Deviations from technical specifications may be clearly indicated. Though the Bank has laid down the minimum configuration of both hardware and software of ATM to meet present requirements, the ATMs should be upgradable to support any statutory /regulatory compliance requirements in any future date at mutually agreed cost.
2. All operating system upgrades / proprietary software upgrades / patches/ licenses will be provided free of cost and also installed in all the ATMs at no cost to the Bank for the entire period of support committed. OS Hardening has to be done for the ATMs. The vendor is responsible for ensuring that system does not get affected by virus/malware.
3. The ATMs need to be energy efficient. The ATMs to be supplied have to be fully functional in normal weather conditions (temperature, humidity, dust, etc) as per industry standard within the country. Temperature and humidity ranges to be indicated.
 - ✓ We enclose the technical brochures for the model quoted.
 - ✓ We agree for the delivery period of systems and installation as per your above letter
 - ✓ We offer a comprehensive warranty period of 36 months from the date of installation/satisfactory commissioning of the equipment without any visit charges/part replacement charges and comprehensive AMC of 24 months after warranty period without any visit charges/part replacement charges. AMC may be renewed at mutually agreed rate for the further period of 2years to cover the life of the machine.
 - ✓ We agree for insuring the systems covering transit risk and storage cum erection risk up to the date of delivery at the destination.
 - ✓ We submit that we shall abide by your Standard terms and conditions governing the quotations and Warranty mentioned.
 - ✓ We submit that we abide by all the details given above.

SIGNATURE

(Name & Designation, seal of the firm)

Annexe – 1D**Reference Site Details**

	Reference
Name of the Bank	
Address of the Bank	
Contact Details (At least two contacts are to be provided for each reference)	
Contact 1 Name:	
Designation:	
Office Address :	
Landline no.:	
Cell no.:	
E-mail id:	
Contact 2 Name:	
Designation:	
Office Address :	
Landline no.:	
Cell no.:	
E-mail id:	
Total Number of ATMs supplied	

Order. no and date of order	
Quantity ordered	
Quantity supplied till date	
Quantity installed	
Quantity operational	
Overall Satisfaction level for supply and installation of ATM/Cash dispensers	

Kindly provide your feedback on all the three criteria on scale of 1-5 as following:

Mark	Satisfaction level
1	Not satisfied
2	Satisfied
3	Good
4	Very Good
5	Excellent

*** Minimum one reference from Banks having at least 300 ATMs supplied by the same OEM / Vendor. Letter from referred bank must be attached with this Annexure.**

Yours faithfully,

SIGNATURE

(Name & Designation, of the Bank officials)

Annexe – 2A

Financial Proposal Formats, Price Schedule & Break-up of Cost to be given by the selected Vendor as per the following formats.

A: Bill Of Material (BOM) And Price Schedule (ATMs)

Sl. No.	Description	Qty. (A)	Unit Price (B)	Total Price C = A x B
1.	ATM/Cash dispensers with front loading (with 3 years warranty)	9	XXXX	XXXX
1.1	Two Digital Video Surveillance Systems (3 years warranty) with carpentry, electrical work and other installation activities	9	XXXX	XXXX
1.2	AMC for CDs for 2 years front loading (cost per year x 2)	9	XXXX	XXXX
1.3	AMC for Two Digital Video Surveillance Systems for 2 years (cost per year x 2)	9		
	TOTAL A	9	XXXX	XXXX

Total Price in words:

The rates should be inclusive of all charges including installation charges and grouting, but exclusive of Goods & Services Tax.

B: OPTIONAL ITEMS

Sl. No.	Description	Unit Price (B)
1	Currency Cassette – Secure with lock & key	XXXX
2	Dispenser Unit	XXXX
3	Stacker Unit	XXXX
4	500 GB SATA Hard Disk	XXXX
5	DIP Smart Card reader	XXXX
6	Touch Screen	XXXX
7	PC Core mother board	XXXX
8	CD PSU (SMPS)	XXXX
9	Fascia	XXXX
10	EPP4	XXXX
11	Hood Door Lock & Key	XXXX
12	Divert /Reject Cassette	XXXX
13	Receipt Printer	XXXX
14	Receipt Printer Head	XXXX
15	Journal Printer	XXXX
16	Journal Printer Head	XXXX
17	S & G/Mass Hamilton Lock	XXXX
18	Presenter	XXXX
19	Two high Double Pick Module without cassette	XXXX
20	Shutter assembly	XXXX
21	Harness	XXXX

(The bidder should also quote names and prices of specific spare parts exclusively used for their make of machines in addition to the illustrative list appended above). Non-mentioning the cost of spare parts exclusive of above list for the ATMs would be considered free of cost.

C: LABOUR CHARGES

Sl. No.	Description	Unit Price (A)	GST (B)	Total Price C = A + B
1	Visit Charges of Engineer	XXXX	XXXX	XXXX
2	Chest Door cutting Charges	XXXX	XXXX	XXXX
3	Shifting of ATM within same premises with deinstallation and re-installation.	XXXX	XXXX	XXXX
4	Shifting of ATM within same City with de-installation and re-installation.	XXXX	XXXX	XXXX
5	Shifting of ATM from one City to other City with de- installation and re-installation.	XXXX	XXXX	XXXX
6	ATM Grouting as per point 2.3			
7	ATM Grouting with Anchor Fasteners	XXXX	XXXX	XXXX
Sub -Total (C)		XXXX	XXXX	XXXX

1. The rates as mentioned under “B” and “C” will be applicable for all the ATM/Cash dispensers for the period of seven years from the date of letter of intent or last CD installed, whichever is later.
2. The rates for the optional items/accessories/spares would be applicable to Bank’s existing ATMs / CDs/BNAs also irrespective of their date of procurement. Bank will place order for required number of parts based on the requirement and vendor has to execute the same as and when necessary. Rates should include installation charges. No additional call charges or labour charges are payable when spares are replaced. Sales tax/WCT/VAT/service tax/octroi/entry tax/any other tax in lieu of this, will be extra on actuals at applicable rates.
3. In case of discrepancy in TCO, unit prices multiplied by quantity will be considered for competition of TCO.
4. List of spare parts under OPTIONAL ITEMS are only indicative. Bank reserves right to indent the quantity of spare parts based on the requirement during Warranty and AMC period and vendors will meet the Bank’s need as and when required.

In case the Bank deems that the rates of Optional Items are on the higher side, the Bank has the right to seek third party opinion on rates of spares and has the right to negotiate with the selected vendors for prices of the optional items.

SIGNATURE

(Name & Designation, seal of the firm)

Annexe – 2B**Financial Capacity of the Bidder**

A. Turn over during last three years :

Sl. No.	Financial Year	Annual Turnover (Rs. in crore)
1		
2		
3		
4		

Certificate from the Statutory Auditor

This is to certify that (Name of the Bidder) has registered annual turnover shown above against the respective years.

Name and seal of the Audit Firm

Date :

Place :

(Signature, name and designation
of the authorised signatory)

Appendix - II**Power of Attorney for signing of Proposal**

Know all men by these presents, we, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms. (Name), son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for Selection of Vendor for Supply, Installation & Maintenance of 9 ATMs to VDCCBL-Vijayapur including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Bidders' and other conferences and providing information / responses to the VDCCBL-Vijayapur, representing us in all matters before the VDCCBL-Vijayapur, signing and execution of all contracts including the Service Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the VDCCBL-Vijayapur in all matters in connection with or relating to or arising out of our Proposal for the said Event and/or upon award thereof to us and/or till the entering into of the Service Agreement with the VDCCBL-Vijayapur.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 2017.

For _____
(Signature)
(Name, Title and Address)

Witnesses:

1

2

Accepted

[Notarised]

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.*

Annexe – 3A of Appendix - III

**Format for Bank Guarantee
(for Bid Security)**

To

VDCC Bank Ltd.,
Head Office,
K.C.Nagar, Sholapur Road,
Vijayapur – 586 103.
Karnataka.

Dear Sirs,

In response to your invitation to respond to your RFP for Selection of Vendor for Supply, Installation & Maintenance of 9 ATMs

M/s _____ having their registered office at _____ (hereinafter called the 'Vendor') wish to respond to the said Request for Proposal (RFP) for self and other associated vendors and submit the proposal for Supply, Installation & Maintenance of 9 ATMs and to provide related services as listed in the RFP document.

Whereas the 'Vendor' has submitted the proposal in response to RFP, we, the _____ Bank having our head office _____ hereby irrevocably guarantee an amount of Rs. 5.00 Lakhs (Rupees Five Lakhs only) as bid security as required to be submitted by the 'Vendor' as a condition for participation in the said process of RFP.

The Bid security for which this guarantee is given is liable to be enforced/ invoked:

- 1) If the Vendor withdraws his proposal during the period of the proposal validity; or
- 2) If the Vendor, having been notified of the acceptance of its proposal by the Bank during the period of the validity of the proposal fails or refuses to enter into the contract in accordance with the Terms and Conditions of the RFP or the terms and conditions mutually agreed subsequently.

We undertake to pay immediately on demand to VDCC the said amount of Rupees Forty lakhs without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/ enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any Demand made by VDCC which shall be conclusive and binding on us irrespective of any dispute or difference raised by the vendor.

Notwithstanding anything contained herein:

- 1) Our liability under this Bank guarantee shall not exceed Rs.5.00 Lakhs (Rupees Five Lakhs only).
- 2) This Bank guarantee will be valid up to _____; and
- 3) We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before _____.

In witness whereof the Bank, through the authorized officer has sets its hand and stamp on this _____ day of _____ at _____.

Annexe -3B

Compliance Certificate

To

VDCC Bank Ltd.,
Head Office,
K.C.Nagar, Sholapur Road,
Vijayapur – 586 103.
Karnataka.

Dear Sirs,

Ref:

1. Having examined the tender document including all Annexes, the receipt of which is hereby duly acknowledged, we the undersigned, offer to supply, install, commission and maintain ATM/Cash dispensers at various on site and off site locations of VDCC in conformity with the said tender document and in accordance with our proposal and the schedule of prices indicated in the price bid and made part of this tender.
2. If our bid is accepted, we undertake to complete the project within the scheduled time lines.
3. We confirm that this offer is valid for 180 days from the last date for submission of tender document to VDCC.
4. This bid together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.
5. We undertake that in competing for and if the award is made in favor of us, during execution of the subject contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
6. We agree that VDCC is not bound to accept the lowest or any bid that VDCC Bank may receive.
7. We have never been barred/black-listed by any regulatory /statutory authority in India.

8. We hereby agree and confirm to the scope of work and other terms & conditions specified in the RFP for procurement and installation of 9 ATMs corrigendum / corrigendums (if released subsequently).

SIGNATURE

(Name & Designation, seal of the firm)

Annexe – 3C**Queries on the Eligibility Criteria, Scope of work, Terms & Conditions etc provided**

In case Vendors have any queries related to RFP, they are required to submit their queries in writing. Vendors are requested to categorize queries under appropriate headings such as those pertaining to eligibility criteria, scope of work, terms & conditions etc. Vendors are also requested to provide a reference of the page number, state the clarification point and the queries/suggestion/deviation that they propose as shown below:

Sl No.	Page No.	Item No. / Sub-Item No.	Items details as per tender document	Queries / Change request / Clarification
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

SIGNATURE

(Name & Designation, seal of the firm)

Annexe – 3D

OEM AUTHORIZATION FORM

No. _____ dated _____

To _____

Dear Sir

Ref: Your RFP for 9 ATMs

We who are established and reputable manufacturers of _____ (name & descriptions of goods offered) having factories at (address of factory) do hereby authorize M/s _____ (Name and address of Agent) to submit a bid, and sign the contract with you for the goods manufactured by us against the above Request for Proposal (RFP).

We hereby extend our full guarantee and warranty for the Solution, Products and services offered by the above firm against this Bid Invitation for a period of 7 years from the date of contract. We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Supplier:

- a) Such Products as the Bank may opt to purchase from the Supplier, provided, that this option shall not relieve the Supplier of any warranty obligations under the Contract; and
- b) in the event of termination of production of such Products:
 - i. advance notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and
 - ii. Following such termination, furnishing at no cost to the Bank, the blueprints, design documents, operations manuals, standards, source codes and specifications of the Products, if requested.

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

We hereby extend our full comprehensive guarantee and warranty as per Conditions of Contract for the goods and services offered for supply by the above firm against this RFP.

Yours faithfully

(Name)

(Name of manufacturers)

Annexe – 3E

Solution for Visually Impaired Persons

The proposed solution must have the following capabilities/ facilities:-

- 1. Use of Text-To-Speech (TTS) technology.** Use of pleasant TTS voices in Indian accent with lexicon adjustments if words are not announced correctly by TTS engine.
- 2. Language Support: Multilingual support.** To start with two languages offered, Kannada and Hindi both.
- 3. ATM Usage for both Sighted and Disabled.**
- 4. No Special ATM Card requirement.**
- 5. Own bank as well as other banks ATM card usage possible.**
- 6. Starting with three key ATM operations** (Cash Withdrawal, Balance Inquiry and PIN Change) bank is aiming **to make available all ATM functions** in accessible talking mode in a **phase wise manner**.

Work flow for the proposed solution for Visually Challenged Persons

1. Customer plugs in the headphone into the ATM audio jack - talking mode is enabled.
2. Welcome audio message.
3. Languages choice.
4. Volume control adjustment through keypad (EPP).
5. Hide or display option for ATM screens.
6. Listen to orientation message or skip.
7. Repeat orientation message or continue.
8. Insert ATM card.
9. Enter your PIN.
10. ATM transactions
 - Cash Withdrawal
 - Balance Enquiry

- PIN Change

11. For Cash Withdrawal press X.

For Balance Enquiry press X.

For PIN Change press X.

(Here use of X as keypad numbers mapping will depend on bank's FDK options.)

Important feature required in the proposed solution:-

1. A visually challenged person should be able to operate an ATM machine independently for Cash Withdrawal, Balance Enquiry and PIN change ATM operations.
2. Braille signages should be a part of ATM machine for locating ATM parts like card slot, ATM, receipt printer, etc.
3. Person with visual disability should be able to operate the ATM through insertion of a headphone in an audio jack of ATM machine and able to complete the transactions through keyboard. Orientation for the using this ATM facility should also be provided which can be skipped next time.
4. Keypad button orientation is to be provided so that a visually challenged person can easily find buttons like Cancel, Clear and Enter. Also these three function keys should have distinct raised symbols so that a visually challenged user can feel and press a correct key. Keypad number pressed should be supported by a beep sound.
5. Bilingual orientation of ATM machine is an important feature in talking ATM which is added to VDCC's talking ATM so that a visually challenged person who is a first time user will get complete orientation of the ATM and can learn the function of different keys and slots on his own. Orientation feature also has skippability so that in future an experienced visually challenged user can skip the orientation and can perform an ATM transaction directly.
6. At the very start of the ATM interaction a visually challenged user can choose preferred language, volume control, hide or display screen and orientation options before proceeding for transactions in the ATM machine.

7. Complete screen text and audio synchronization should to be provided.

8. ATM screens with white text on red background, bigger font size of text and menu selection options with white text on blue background are to be provided in accordance with the accessibility norms for low vision persons.

SIGNATURE

(Name & Designation, seal of the firm)

Annexe – 3F**Service Centre Location Mapping**

Bidder needs to submit the details of the location of the Service Centres available within 200 kilometres radius from Vijayapur District where the ATMs are to be installed.

Sl. No.	Place of Service Centre	Distance from Vijayapur District	Address and Contact details of Service Centres
1			
2			
3			
4			
5			

Annexe – 3G

PRE CONTRACT INTEGRITY PACT
(TO BE STAMPED AS AN AGREEMENT)

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of the month of 2017, between, on the one hand, the Vijayapur District Central Co-operative Bank Limited having its Head Office at K.C.Nagar, Sholapur Road, VIJAYAPUR – 586 103 (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part and M/s _____ represented by

Shri , Chief Executive Officer (hereinafter called the "BIDDER/Seller which expression shall mean and include, unless the context otherwise requires, its / his successors and permitted assigns of the Second Part.

WHEREAS the BUYER proposes to procure ATMs (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company / public company / Government undertaking / partnership / registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is an Office / Department of State Bank of India performing its functions on behalf of VDCC Bank

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

☉ Enabling the BUYER to obtain the desired service / product at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and

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

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

Commitments of the BUYER

The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

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

All the officials of the BUYER will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

Commitments of BIDDERS

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

The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

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

Wherever applicable, the BIDDER shall disclose the name and address of agents and representatives permitted by the Bid documents and Indian BIDDERS shall disclose their foreign principals or associates, if any.

The BIDDER confirms and declares that they have not made any payments to any agents/brokers or any other intermediary, in connection with this bid/contract.

The BIDDER further confirms and declares to the BUYER that the BIDDER is the original vendors or service providers in respect of product / service covered in the bid documents and the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

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

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

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

The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any -information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in

any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

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

The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial Interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

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

Previous Transgression

The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise / Public Sector Banks / Co-operative Banks in India or any Government Department in India or RBI or NABARD that could justify BIDDER's exclusion from the tender process.

The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Earnest Money (Security Deposit)

While submitting commercial bid, the BIDDER shall deposit an amount (specified in RFP) as Earnest Money / Security Deposit, with the BUYER through any of the mode mentioned in the RFP / bid document and no such mode is specified, by a Bank Draft or a Pay Order in favour of VDCC Bank Ltd from a nationalized Bank. However payment of any such amount by way of Bank Guarantee, if so permitted as per bid documents / RFP should be from any nationalized Bank and promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for making such payment to the BUYER.

Unless otherwise stipulated in the Bid document / RFP, the Earnest Money / Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

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

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

Sanctions for Violations

Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:

- (i) To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the BUYER desires to drop the entire process.
- (ii) The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 18%. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the BUYER or any of its Subsidiaries for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid, in violation of this Pact, by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- (x) Intimate to the CVC, IBA, RBI, as the BUYER deemed fit the details of such events for appropriate action by such authorities.

The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

Fall Clause

The BIDDER undertakes that it has not supplied / is not supplying similar Product / systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU or any other Bank and if it is found at any stage that similar product / systems or sub systems was supplied by the BIDDER to any other Ministry / Department of the Government of India or a PSU or a Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

Facilitation of Investigation

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

Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

Other Legal Actions

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

Validity

The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract, with the successful bidder by the BUYER.

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

The parties hereby sign this Integrity Pact at __ on _____

For BUYER
Name of the Officer.
Designation
Office / Department / Branch
VDCC Bank.

For BIDDER
Chief Executive Officer

Witness

1.

2.

Witness

1.

2.

* Provisions of these clauses would need to be amended/ deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

Note: This agreement will require stamp duty as applicable in the State where it is executed.

Appendix - IV

Conceptual Plan and Methodology for carrying out the Assignment

Bidders shall prepare a detailed conceptual plan for carrying out the assignment in line with the stage-wise scope of work.

Bidders are required to make a presentation on conceptualization and methodology to the Evaluation Committee constituted by Authority.

Bidders are required to make a presentation on providing training to the staff of client and also about monitoring of training, to the Evaluation Committee constituted by Authority.

Appendix - V

Specimen of Financial Proposal

(On the Letterhead of the Bidder)

Date:

The Chief Executive Officer,
The Vijayapur District Central Coop. Bank Ltd.,
K C Nagar, Sholapur Road
Vijayapur- 586 103

Dear Sir / Madam,

Sub: Proposal for supply, installation and maintenance of 9 ATMs for The Vijayapur District Central Cooperative Bank Limited, Vijayapur

With reference to the above subject, our Financial Proposal for supply, installation and maintenance of 9 ATMs for VDCCBL-Vijayapur shall be Rs. (Rupees. only) in accordance with the Bidding Documents and the Service Agreement. Our financial proposal is **exclusive** of GST and inclusive of all other applicable taxes, duties and levies.

We have reviewed all the terms and conditions of the TD and undertake to abide by all the terms and conditions contained therein. We hereby declare that there are, and shall be no deviations from the stated terms in the TD.

Yours faithfully,

For and on behalf of (Name of the Bidder)

.....

(Signature of Authorized Signatory) _____ (Name and designation of the Authorized Person)

Volume - 2

Appendix - A

Draft Service Agreement

(This is only a draft and need to be finalized at the time of execution between selected Vendor and VDCCBL-Vijayapur. The Agreement need to be executed in a Stamp Paper of Rs.200 purchased in Bengaluru)

This Services Agreement ("**Agreement**") made on this ____day of ____, Two Thousand and Sixteen / Seventeen, at Bengaluru,

BETWEEN

VDCCBL-Vijayapur, a local planning area, acting through its Member Secretary (hereinafter referred to as "VDCCBL-Vijayapur" which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators and assigns);

AND

_____, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at _____ through its authorized signatory _____ (hereinafter referred to as "Vendor" which expression shall unless repugnant to the context include the successors and permitted assigns);

WHEREAS;

- a) VDCCBL-Vijayapur is engaged in orderly development of area coming under its jurisdiction.
- b) VDCCBL-Vijayapur by its Notice Inviting Tenders (NIT) bearing No. _____dated_____ invited competitive Proposals from interested parties for undertaking the scope of services set out in **Schedule-1** (hereinafter 'the Services'). Several Proposals were received in response to the NIT. After evaluating the Proposals received, VDCCBL-Vijayapur accepted the proposal of the Bidder and issued a Letter of Acceptance (LoA) bearing No. _____dated _____ to Bidder.
- c) Further to the award of LoA, Bidder had acknowledged the receipt of the LoA vide letter bearing No. _____ dated _____ to VDCCBL-Vijayapur.

- d) Vendor has submitted to VDCCBL-Vijayapur an irrevocable and unconditional bank guarantee for Rs...../- (Rupees only), being 5% of Contract Value as Performance Security for due performance of its obligations hereunder.
- e) In accordance with the LoA, the Parties hereto are required to enter into a Services Agreement, being these presents, to record the terms, conditions and covenants set forth hereinafter.

NOW, THEREFORE, the Parties hereto hereby agree as follows:

1. General

1.1 Definitions and Interpretation

1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- a) **“Agreement”** means this Agreement, together with all the Schedules.
- b) **“Applicable Laws”** means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time.
- c) **“Applicable Permits”** means all clearances, licenses, permits, authorizations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the Services during the subsistence of this Agreement.
- d) **“Confidential Information”** shall have the meaning set forth in **Clause 3.6**.
- e) **“Conflict of Interest”** shall have the meaning set forth in **Clause 3.5** and read with the provisions of TD.
- f) **“Contract Value”** means the negotiated and finally agreed Financial Proposal payable to Bidder by the VDCCBL-Vijayapur.
- g) **“Dispute”** shall have the meaning set forth in **Clause-11.2**.

- h) **“Effective Date”** means the date on which this Agreement comes into force and effect pursuant to **Clause-2.1**.
- i) **“External Auditor”** shall mean the Third Party Auditor to be appointed by VDCCBL-Vijayapur for solely overlooking, maintaining and auditing the accounts of the Event.
- j) **“Government”** means the Government of Karnataka.
- k) **“INR, Re. or Rs.”** means Indian Rupees.
- l) **“Party”** means VDCCBL-Vijayapur or Vendor, as the case may be, and Parties means both of them.
- m) **“Personnel”** means an employee of Vendor assigned to the performance of the Services or any part thereof.
- n) **“Service Completion Report”** shall have the meaning ascribed to it in **Clause-3.3**.
- o) **“Services”** means the work to be performed by Vendor pursuant to this Agreement, as described in **Schedule-1**.
- p) **“Strategy Implementation Plan”** means the plan for implementation of the scope of work submitted by Vendor.
- q) **“TD”** means the Tender document in response to which Vendors Proposal for providing the Services was accepted.
- r) **“Technical Proposal”** shall mean the proposal submitted by Vendor at the Tender stage and the same is set out in **Schedule-2**.
- s) **“Third Party”** means any person or entity other than parties to this Agreement.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the TD.

1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail

over another would be as laid down below beginning from the highest priority to the lowest priority:

a) Agreement

b) Schedules of Agreement

Schedule - 1 : Scope of Work

Schedule - 2 : Tender Document including bid documents (Technical) submitted by Vendor

c) Proceedings/Minutes/Record of Discussions of negotiations and other pre-award meetings, if any and

d) Letter of Award

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between VDCCBL-Vijayapur and Vendor. Vendor shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Rights and obligations

The mutual rights and obligations of VDCCBL-Vijayapur and Vendor shall be as set forth in the Agreement, in particular:

a) Vendor shall carry out the Services in accordance with the provisions of the Agreement; and

b) VDCCBL-Vijayapur shall grant all the necessary approvals as may be required for performing the Services and assist Vendor in obtaining Applicable Permits from any Government agency/ies concerned.

c) VDCCBL-Vijayapur shall make payment of Service charges to Vendor in accordance with the provisions of the Agreement.

1.4 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the Courts at Bengaluru shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

1.6 Table of contents and headings

The table of contents, headings or sub-headings in this Agreement is for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- a) be given by facsimile or e-mail and by letter delivered by hand to the address given and marked for attention of Vendor's Representative set out below in **Clause-1.8**.
- b) in the case of VDCCBL-Vijayapur, be given by facsimile or e-mail and by letter delivered by hand and be addressed to VDCCBL-Vijayapur with a copy delivered to the VDCCBL-Vijayapur Representative set out below in **Clause-1.8** or to such other person as VDCCBL-Vijayapur may from time to time designate by notice to Vendor and
- c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the

case of facsimile or e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.8 Authorized Representatives

1.8.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by VDCCBL-Vijayapur or Vendor, as the case may be, may be taken or executed by the officials specified in **Clauses-1.8.2** and **Clause -1.8.3** below:

1.8.2 VDCCBL-Vijayapur may, from time to time, designate one of its officials as VDCCBL-Vijayapur Representative. Unless otherwise notified, VDCCBL-Vijayapur Representative shall be:

Member Secretary,
The Vijayapur District Central Cooperative Bank Limited
Vijayapur – 586 103, Tel: E-mail:

1.8.3 Vendor may designate one of its employees as its Representative. Unless otherwise notified, Vendor's Representative shall be:

Tel: -----

Mobile: -----

Fax: -----

E-mail : -----

1.9 Taxes and duties

Unless otherwise specified in the Agreement, Vendor shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and Vendor shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

2. Commencement, Completion and Termination Of Agreement

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of signing of this Agreement (the “Effective Date”).

2.2 Commencement of Services

Vendor shall commence the Services within a period of 7 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

2.3 Termination of Agreement for failure to commence Services

If Vendor does not commence the Services within the period specified in **Clause-2.2** above, VDCCBL-Vijayapur may, by not less than 2 (two) weeks’ notice to Vendor, declare this Agreement to be null and void, and in the event of such a declaration, the Performance Security of Vendor shall stand forfeited.

2.4 Expiration of Agreement

Unless terminated earlier pursuant to **Clauses-2.3 or 2.8** hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire after completion of 24 months from the Effective Date or four months after completion of the assignment, whichever is earlier.

2.5 Entire Agreement

2.5.1 This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of

Vendor arising out of the provisions of the TD shall continue to subsist and shall be deemed to form part of this Agreement.

- 2.5.2** Without prejudice to the generality of the provisions of **Clause-2.5.1**, on matters not covered by this Agreement, the provisions of TD shall apply.

2.6 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

2.7 Force Majeure

- 2.7.1** If either Party is unable to perform its obligations under this Agreement due to the occurrence of an event beyond its control (such as acts of God, Government actions, etc.), that Party will not be in default of this Agreement. Each Party agrees to use all reasonable efforts to enable performance under this Agreement after occurrence of such event. The following would constitute Force Majeure Events:

- a) Acts of God
- b) An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage
- c) Strikes or riots not arising on account of the acts or omissions of the Vendor; and
- d) Action of a Government Agency

2.7.2 Measures to be taken for Force Majeure

- a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause

of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

- c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- d) In the event of cancellation of the Event due to Force Majeure, VDCCBL-Vijayapur shall
 - i) Release the Performance Security of Rs. (Rupeesonly) to the Vendor;
 - ii) Reimburse other such amounts that Vendor may have incurred towards cancellation charges imposed due to the cancellation of the Event. All such expenditures including the administrative or operative costs borne by Vendor shall be certified by the External Auditor and reimbursed to Vendor by VDCCBL-Vijayapur.

2.8 Termination of Agreement

2.8.1 By VDCCBL-Vijayapur

Save as otherwise provided in this Agreement, in the event that any of the default specified below shall have occurred, and Vendor fails to cure the default within a Period of 3 (three) days, Vendor shall be deemed to be in default of this Agreement, unless the default has occurred solely as a result of any breach of this Agreement by VDCCBL-Vijayapur or due to Force Majeure. The defaults referred to herein shall include:

- a) Vendor fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, within 3 (three) days of receipt of such notice by VDCCBL-Vijayapur or within such further period as VDCCBL-Vijayapur may have subsequently granted in writing;
- b) Vendor becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;

- c) Vendor fails to comply with any final decision reached as a result of arbitration proceedings pursuant to **Clause-11.5** hereof;
- d) Vendor submits to VDCCBL-Vijayapur a statement which has a material effect on the rights, obligations or interests of VDCCBL-Vijayapur and which Vendor knows to be false;
- e) Vendor fails to submit to VDCCBL-Vijayapur Strategy Implementation Plan as per **Clause-3.2** and fails to submit the Reports as set out in **Clause-3.4**.
- f) Any document, information, data or statement submitted by Vendor in its Proposals, based on which Vendor was considered eligible or successful, is found to be false, incorrect or misleading;
- g) If the Penalty exceed the maximum amount as specified in **Clause-9.0**.

Notwithstanding anything to the contrary contained in this Agreement, the VDCCBL-Vijayapur may at its sole discretion terminate the Agreement by giving a notice of 24 hours for the reason of deficiency in Services rendered by Vendor.

2.8.2 Payment upon Termination

Upon termination of this Agreement pursuant to **Clause-2.8.1** hereof, VDCCBL-Vijayapur shall invoke and encash the Performance Security. No other termination payment shall be made by VDCCBL-Vijayapur to Vendor.

2.8.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to **Clauses-2.3 or 2.8** hereof, or upon expiration of this Agreement pursuant to **Clause-2.4** hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in **Clause-3.6** hereof; (iii) Vendor's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in **Clause-3.9**, as relate to Vendor's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

2.8.4 Cessation of Services

Upon termination of this Agreement by notice pursuant to **Clauses-2.8.1** hereof, Vendor shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by Vendor and equipment and materials furnished by VDCCBL-Vijayapur, Vendor shall proceed as provided respectively by **Clause-3.11** hereof.

2.8.5 Disputes about events of Termination

If either Party disputes whether an event specified in **Clause-2.8.1** hereof has occurred, such Party may, within 15 (fifteen) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to **Clause-11.5** hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

2.9 Cancellation of Assignment

In case VDCCBL-Vijayapur abandons or manifests in writing to Vendor, its intention to abandon the assignment, VDCCBL-Vijayapur shall –

- a) Return the Performance Security Rs. (Rupees only), after deducting the Penalty , if any to Vendor;
- b) Reimburse other such amounts that Vendor would have incurred due to cancellation of the assignment. All such expenditures including the administrative or operative costs borne by Vendor shall be certified by the External Auditor and reimbursed to Vendor by VDCCBL-Vijayapur.

3. Obligations Of Bidder

3.1 General

3.1.1 Standards of Performance

Vendor shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional

techniques and practices. Further, Vendor shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. Vendor shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful Service provider to VDCCBL-Vijayapur, and shall at all times support and safeguard VDCCBL-Vijayapur's legitimate interests in any dealings with Third Parties.

Vendor shall perform the Services substantially according to the Scope of Services as set out in **Schedule-1**.

3.1.2 Performance Security

For due and punctual performance of its obligations under this Agreement, relating to the Event, Vendor has delivered to VDCCBL-Vijayapur, simultaneously with the execution of this Agreement, an irrevocable bank guarantee from a Nationalised Bank acceptable to VDCCBL-Vijayapur, substantially in the form as set forth in **Annexure –III of TD** ("Performance Security") for a sum of Rs./- (RupeesOnly), which shall be kept valid throughout the Agreement Period.

The Performance Security shall be released within 7 (seven) days after expiry of Agreement period. In case this Agreement is terminated, pursuant to **Clause -2.8.1**, VDCCBL-Vijayapur shall appropriate the Performance Security.

3.1.3 Scope of Services

The services to be performed by Vendor are specified in the Scope of Services set out in **Schedule-1** of this Agreement.

3.1.4 Applicable Laws

Vendor shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that the Personnel and agents of Vendor comply with the Applicable Laws.

3.2 Assignment Execution Plan

The Vendor shall prepare and submit Assignment Execution Plan (AEP) to VDCCBL-Vijayapur within two weeks from the Agreement date for its approval. AEP to contain details relating to timelines and milestones for carrying out the activities envisaged for carrying out the assignment.

3.2.1 Approval of AEP

- a) VDCCBL-Vijayapur shall constitute a committee for review and approval of all the above mentioned AEP.
- b) VDCCBL-Vijayapur may either approve the AEP or convey its comments/observations, if any to Vendor. Within 15 (fifteen) days of receipt of such comments/observation from VDCCBL-Vijayapur, Vendor shall revise and finalize the AEP taking into account the comments and observations by VDCCBL-Vijayapur. The AEP shall be finalized with the mutual consent of the Parties (**"Approved AEP"**).
- c) Notwithstanding any review or failure to review or the comments / observations of VDCCBL-Vijayapur, Vendor shall be solely responsible for the adequacy of the Approved AEP and shall not be relieved or absolved in any manner whatsoever of any of its obligations set forth in this Agreement.

3.3 Service Completion Report

Vendor shall, within two weeks from the conclusion of the assignment, prepare and submit to VDCCBL-Vijayapur, a Service Completion Report for assessment.

3.4 Reporting obligations

- a) Vendor shall submit to VDCCBL-Vijayapur reports and documents (**"Reports"**) as specified in the approved AEP within the time lines indicated therein.
- b) The Reports prepared by Vendor shall be the property of VDCCBL-Vijayapur.

3.4.1 All Reports and any other documents, files or material (electronic or otherwise) (collectively referred to as “**Services Documents**”) prepared by Vendor (or any Third Party) in performing the Services shall become and remain the property of VDCCBL-Vijayapur and all intellectual property rights in such Services Documents shall vest with VDCCBL-Vijayapur. Any Services Document of which the ownership or the intellectual property rights do not vest with the Vendor and /or Service Provider under law, shall automatically stand assigned to VDCCBL-Vijayapur as and when such Services Document is created and Bidder agrees to execute all papers and to perform such other acts as VDCCBL-Vijayapur may deem necessary to secure its rights herein assigned by Vendor.

Vendor shall, not later than termination or expiration of this Agreement, deliver all Services Documents to VDCCBL-Vijayapur, together with a detailed inventory thereof. Vendor may retain a copy of such Services Documents. Vendor or a Third Party shall not use these Services Documents for purposes unrelated to this Agreement and without the prior written approval of VDCCBL-Vijayapur.

Vendor shall hold VDCCBL-Vijayapur harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as ‘claims’) which may arise from or due to any unauthorized use of such Services Documents, or due to any breach or failure on part of Vendor or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of VDCCBL-Vijayapur.

3.5 Conflict of Interest

3.5.1 Vendor shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.5.2 Prohibition of conflicting activities

Neither Vendor nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement; or
- b) at any time, such other activities as have been specified in the TD as Conflict of Interest.

Vendor and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”). Notwithstanding anything to the contrary contained in this Agreement, VDCCBL-Vijayapur shall be entitled to terminate this Agreement forthwith by a communication in writing to Vendor, without being liable in any manner whatsoever to Vendor, if it determines that Vendor has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the TD stage or before or after entering into of this Agreement. In such an event, VDCCBL-Vijayapur shall forfeit and appropriate the Performance Security as mutually agreed genuine pre-estimated compensation and damages payable to VDCCBL-Vijayapur towards, *inter alia*, the time, cost and effort of the VDCCBL-Vijayapur, without prejudice to the VDCCBL-Vijayapur’s any other rights or remedy hereunder or in law.

Without prejudice to the rights of VDCCBL-Vijayapur under **Clause-3.5.2** above and the other rights and remedies which VDCCBL-Vijayapur may have under this Agreement, if Vendor is found by VDCCBL-Vijayapur to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the TD stage or before or after the execution of this Agreement, Vendor shall not be eligible to participate in any tender or TD issued by VDCCBL-Vijayapur during a period of 2 (two) years from the date Vendor is found by VDCCBL-Vijayapur to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

3.5.3 For the purposes of **Clauses-3.5.2** and **3.5.3**, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) “**corrupt practice**” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected

with the TD stage (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of VDCCBL-Vijayapur who is or has been associated in any manner, directly or indirectly with the TD stage or LoA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of VDCCBL-Vijayapur, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the TD stage or after the issue of LoA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating the Project or to the LoA or the Agreement, who at any time has been or is a legal, financial or technical adviser VDCCBL-Vijayapur in relation to any matter concerning the Project;

- b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the TD stage or the exercise of its rights or performance of its obligations by VDCCBL-Vijayapur under this Agreement;
- d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by VDCCBL-Vijayapur with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.6 Confidentiality

Vendor and the Personnel shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by VDCCBL-Vijayapur to Vendor and the Personnel; any information provided by or relating to VDCCBL-Vijayapur, its technology, technical processes, business affairs or finances or any information relating to VDCCBL-Vijayapur's employees, officers or other professionals or suppliers, customers, or contractors of VDCCBL-Vijayapur; and any other information which Vendor is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("**Confidential Information**"), without the prior written consent of VDCCBL-Vijayapur.

Not with standing the aforesaid, Bidder and the Personnel may disclose Confidential Information to the extent that such Confidential Information:

- a) was in the public domain prior to its delivery to Vendor and the Personnel or becomes a part of the public knowledge from a source other than Vendor and the Personnel;
- b) was obtained from a third party with no known duty to maintain its confidentiality;
- c) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, Vendor and the Personnel shall give VDCCBL-Vijayapur, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- d) is provided to the professional advisers, agents, auditors or representatives of VDCCBL-Vijayapur or Personnel, as is reasonable under the circumstances; provided, however, that Vendor or Personnel, as the case may be, shall require their

professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.7 Liability of Vendor

3.7.1 Vendor's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

3.7.2 Vendor's liability towards VDCCBL-Vijayapur - Vendor shall, subject to the limitation specified in **Clause-3.7.3**, be liable to VDCCBL-Vijayapur for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

3.7.3 The Parties hereto agree that in case of negligence or willful misconduct on the part of Vendor or on the part of any person or firm acting on behalf of Vendor in carrying out the Services, Vendor, with respect to damage caused to VDCCBL-Vijayapur's property, shall not be liable to VDCCBL-Vijayapur:

- a) for any cost, expense, loss or damage of an indirect, incidental or consequential nature, including loss of profit, except as expressly provided in this Agreement; and
- b) for any direct loss or damage that exceeds all proceeds that Vendor may be entitled to receive pursuant to any insurance maintained by Vendor to cover such a liability in accordance with **Clause-3.8**, whichever is higher.

3.8 Insurance to be taken by Vendor

Vendor shall, for the duration of this Agreement, take out and maintain, at its own cost, insurance coverage against the risks and costs relating to the Services as per the Applicable Law and in accordance with good industry practice. The insurance coverage shall include but not limited to third party liability, workmen's compensation, professional liability, third party motor vehicle liability, etc.

3.9 Accounting, Inspection and Auditing

Vendor shall:

- a) Keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of Vendor's costs and charges including all the operating and administrative costs); and
- b) Permit VDCCBL-Vijayapur or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by VDCCBL-Vijayapur.

3.10 Vendor's actions requiring VDCCBL-Vijayapur's prior approval

Vendor shall obtain VDCCBL-Vijayapur's prior approval in writing before taking any of the following actions, which shall be discussed in the preceding weekly/fort nightly progress meeting to be held starting from the effective date at the venue and time decided by VDCCBL-Vijayapur:

- a) Selecting the final sample/options for all the Services detailed **Schedule -1** as the case may be and
- b) Any other action that is specified in this Agreement.

3.11 Equipment and materials furnished by VDCCBL-Vijayapur

Equipment and materials made available to Vendor by VDCCBL-Vijayapur shall be the property of VDCCBL-Vijayapur and shall be marked accordingly. Upon termination or expiration of this Agreement, Vendor shall furnish forthwith to VDCCBL-Vijayapur, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of VDCCBL-Vijayapur. While in possession of such equipment and materials, Vendor shall, unless otherwise instructed by VDCCBL-Vijayapur in writing, insure them in an amount equal to their full replacement value.

3.12 Providing access to Personnel and Services-in-progress

Vendor shall ensure that VDCCBL-Vijayapur and the authorized officials of VDCCBL-Vijayapur are provided with unrestricted access to all Personnel during office hours. The authorized official of VDCCBL-Vijayapur shall have the right to inspect the Services in progress, interact with Personnel of Vendor and verify the records relating to the Services for his satisfaction.

3.13 Accuracy of Documents

Vendor shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the reports and all other details prepared by it as part of these services. Subject to the provisions of this Agreement it shall indemnify VDCCBL-Vijayapur against any inaccuracy in its work which might surface during Event, if such inaccuracy is the result of any negligence or inadequate due diligence on part of Vendor or arises out of its failure to conform to good industry practice. Vendor shall also be responsible for promptly correcting, at its own cost and risk, any such inaccuracy.

4. Vendor's Personnel

4.1 General

Vendor shall provide the team of key personnel as stipulated in **Clause-7.6** during the contract period for carrying out the assignment and the team should be based in Bengaluru and available to VDCCBL-Vijayapur for regular interaction / discussions as and when required.

4.2 Team Leader

Vendor shall designate a person as the Team Leader of Vendor's Personnel who shall be responsible for the coordinated, timely and efficient functioning of the Personnel.

VDCCBL-Vijayapur will not consider any substitution of key personnel except under compelling circumstances beyond the control of the Vendor and the concerned Personnel. Such substitution shall be with prior approval of VDCCBL-Vijayapur subject to equally or better qualified and experienced personnel being provided to the satisfaction of VDCCBL-Vijayapur. Any changes in the key personnel without prior approval of VDCCBL-Vijayapur shall attract penalty, as per Clause -9.0.

VDCCBL-Vijayapur reserves the right to ask for change any of key personnel in case of non-responsiveness and Vendor should replace with the alternative personnel with qualification and experience equal to or better than the outgoing personnel.

5. Obligations of VDCCBL-Vijayapur

5.1 General Obligations

Unless otherwise specified in the Agreement, **VDCCBL-Vijayapur** shall make best efforts to ensure that **VDCCBL-Vijayapur** shall:

- a) Provide all reasonable assistance and support to Vendor in procuring Applicable Permits required from any Government instrumentalities for implementation and operation of the Assignment.
- b) Provide Vendor and its Personnel with work permits and such other documents as may be necessary to enable Vendor or Personnel to perform the Services;
- c) Provide such documents/ information/ reports as may be required by Vendor to enable it to provide the Services to **VDCCBL-Vijayapur** and also furnish to Vendor from time to time such other documents/ reports/ information in its possession and/or knowledge as it may consider relevant to perform the Services, as and when such information is received by/ available with **VDCCBL-Vijayapur**.
- d) Hold periodical review meetings with Vendor.
- e) Issue to officials, agents and representatives of **VDCCBL-Vijayapur** all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2 Access to Information

VDCCBL-Vijayapur warrants that Vendor would be made available all such information, documents or material required for the performance of Services as is in the possession and knowledge of **VDCCBL-Vijayapur**.

6. Payment

The VDCCBL-Vijayapur agrees to release payments to Vendor as per the following milestones :

S/N.	Milestone	Release of payment (% age of contract value)
1	Submission of Inception Report and its approval	5
2	Submission of Concept Report and its approval	5
3	Submission of Status Report, Validation of GIS database and its approval	10
4	Acceptance of Status Report and Validation of GIS database	10
5	Submission of Draft Master Plan	20
6	Approval of Draft Master Plan	10
7	Submission of Final Master Plan	20
8	Approval of Final Master Plan by the Govt.	10
9	After completion of one year warranty period / hands-on training period of one year	10
	Total	100

7.0 Sub-contract

Vendor shall solely responsible for the activities or the services rendered by sub-contractor, vendor, if any.

8.0 Service Tax

The Contract amount shall be inclusive of Service Tax and all other applicable taxes.

9.0 Penalty

9.1 Penalty for error / variations / shortages

In case of any error or variation or shortage is detected in terms of deliverables and such error or variation is the result of negligence or lack of due diligence on the part of the Vendor, the consequential damages thereof shall be quantified by the VDCCBL-Vijayapur in the reasonable manner and recovered from Vendor by way of penalty, subject to a maximum of 10% of the Contract Value.

9.2 Penalty for delay

In case of delay in execution of any tasks / activities / deliverables with reference to the time lines specified in the Approved AEP, penalty not exceeding an amount equal to 0.1% of the Contract Value will be imposed on Vendor for every day of delay limited to a maximum of 10% of Contract Value. However, in case of delay due to reasons beyond the control of Vendor, suitable extension of time shall be granted by VDCCBL-Vijayapur.

The decision of the VDCCBL-Vijayapur with regard to quantum of penalty under **Clause- 9.1 and 9.2** shall be final and binding on the Vendor.

9.3 Encashment and appropriation of Performance Security

VDCCBL-Vijayapur shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to Vendor in the event of breach of this Agreement or for recovery / imposing of penalty as specified in this **Clauses-9.1 and 9.2**.

10 Fairness and Good Faith**10.1 Good Faith**

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

10.2 Operation of the Agreement

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not be subject to arbitration under **Clause-11** hereof.

11 Settlement Of Disputes

11.1 Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

11.2 Dispute resolution

11.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “**Dispute**”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in **Clause- 11.3**.

11.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

11.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon Member Secretary, The Vijayapur District Central Cooperative Bank Limited, Vijayapur and the Chairman of the Board of Directors of Vendor or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If

such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in **Clause-11.2.1** or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to Mediation Committee in accordance with the provisions of **Clause-11.4**.

11.4 Mediation Committee

Any Dispute which is not resolved amicably by conciliation, as provided in **Clause-11.3**, shall be referred to the Mediation Committee chaired by Member Secretary, The Vijayapur District Central Cooperative Bank Limited, Vijayapur and having one representative from the Vendor. The Mediation Committee shall within 15 (fifteen) days from the date of reference of Dispute convey its decision, which the Parties will abide. If the decision by Mediation committee is not given within 15 days or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to Arbitration in accordance with the provisions of **Clause- 11.5**.

11.5 Arbitration

- 11.5.1 Any Dispute which is not resolved by Mediation Committee, as provided in **Clause-11.4**, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be Arbitration Centre, Bengaluru and the language of arbitration proceedings shall be English.
- 11.5.2 There shall be an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment a sole arbitrator whose appointment shall be made in accordance with the Rules.
- 11.5.3 The arbitrators shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this **Clause-11** shall be final and binding on the Parties as from the date it is made, and Vendor and VDCCBL-Vijayapur agree and undertake to carry out such Award without delay.

11.5.4 Vendor and VDCCBL-Vijayapur agree that an Award may be enforced against vendor and/or VDCCBL-Vijayapur, as the case may be, and their respective assets wherever situated.

11.5.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of Bidder:

For and on behalf of
VDCCBL-Vijayapur
[VDCCBL-Vijayapur]

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

(Fax No.)

(Fax No.)

In the presence of:

- 1.
- 2.