

PURVANCHAL BANK

Head Office, GORAKHPUR

TENDER DOCUMENT

TENDER REF NUMBER: 2018-19/IT/TENDER/01

DATED: - 19/11/2018

LAST DATE OF SUBMISSION OF TECHNICAL BID

07/12/2018

**REQUEST FOR PROPOSAL (RFP)
FOR EMPANELMENT OF VENDORS
FOR PROCUREMENT, INSTALLATION,
COMMISSIONING AND MAINTENANCE
OF**

660

MICRO ATM Machines

(1.5.1 VERSION OF IBA)

**AT
VARIOUS BRANCHES/ OFFICES OF
PURVANCHAL BANK**





Annexure – (A)

PART 1: INVITATION TO BID

Purvanchal Bank (hereinafter referred to as the Bank) is having its Head Office at Gorakhpur and having 600 branches and 11 Regional Offices etc. in all 11 districts of Uttar Pradesh State.

Bank is looking for the deployment of biometric enabled Hand Held Devices (micro ATMs) as per micro ATM standards version 1.5.1 of IBA with a minimum of following capabilities/features:

- (i) Account enrolment- including finger print capturing, photograph capturing, demographic data capturing etc
- (ii) Export of enrolment data to the server either in batch mode or in STP mode, in encrypted form without retaining any record/data at the device (micro ATM) level
- (iii) Connecting to the server either through SIM Cards (GSM/CDMA) or through Internet data cards or through PSTN
- (iv) Carrying out financial transactions like (but not limited to) Cash deposit, Cash withdrawals, Balance Enquiry, Fund Transfers and remittance transactions (inter Bank /Intra Bank) including but not limited to EBT payments
- (v) Online transaction with local Smart Card authentication (inbuilt slot for Smart Card)
- (vi) Online transaction with central online authentication (either at Bank server or at UIDAI-CIDR)
- (vii) Aadhaar based transaction (AEPS)
- (viii) STQC certified
- (ix) Card present and Card not present transactions
- (x) Provided with Magnetic Swipe Card Reader
- (xi) Provision for PIN based authentication
- (xii) Requisite certification for VISA/Master/RuPay Debit Card transactions
- (xiii) Inbuilt device application supporting all the above capabilities/features and device application integrated with FI Gateway

Bank will be deploying these devices anywhere in Uttar Pradesh (at all kind of locations Rural, Semi Urban, Urban, Metro) and vendor needs to provide for installation, commissioning, maintenance, repair, replacement support with well-defined uptime at all these places.

Bank has planned to procure 660 devices with an option to freeze the price for next one year and extend the order for more/less number of devices depending on the requirement and performance.

After technical evaluation (which will, in addition to other criteria as per specs, necessarily include successful demonstration of devices integrated with our FI gateway/s, ASP), Bank will select the vendor on L1 basis but keeps the option open to allocate the order to multiple vendors subject to:

- (i) Their participation in the RFP
- (ii) Fulfilling of eligibility criteria of RFP
- (iii) Completion of POC (Proof of Concept)
- (iv) Their acceptance to match L1 price

The Bank proposes to invite tenders from established organizations (hereinafter referred to as “Bidder”) for empanelment to undertake supply, installation, testing, commissioning and maintenance of equipment as per details listed out in this document.



The Bidding Document may be obtained from the Bank as under or downloaded from Bank's Website www.purvanchalbank.com and the bid should be submitted to the Head office at the following address:

**The General Manager (Admin & IT),
Purvanchal Bank, Head Office,
Buddh Vihar Commercial Scheme,
P.O. New Shivpuri Colony,
GORAKHPUR (UP) 273016**

Please note that all the information desired needs to be provided. Incomplete information may lead to non-consideration of the proposal.

All Bids must be accompanied by Earnest Money Deposit as specified in the Bid document. Bank reserves the right to change the dates mentioned in this RFP document, which will be communicated to the bidders.

The information provided by the bidders in response to this RFP document will become the property of PURVANCHAL BANK and will not be returned. PURVANCHAL BANK reserves the right to amend, rescind or reissue this RFP and all amendments will be advised to the bidders and such amendments will be binding on them.



SCHEDULE OF EVENTS

Bid Document Availability	Bidding document can be downloaded from website from 19.11.2018
Last date for requesting clarification	Upto 01.00 PM on 26.11.2018. All communications regarding points/ queries requiring clarification shall be given in writing to CM (IT) of Purvanchal Bank or by e-mail at it@purvanchalbank.co.in or pgbgkp@gmail.com
Pre-bid meeting at (venue)	29.11.2018 at IT Dept, Purvanchal Bank, Head Office, Buddh Vihar Commercial Scheme, Taramandal Road, Gorakhpur.
Clarifications to queries raised at pre –bid meeting to be provided	01.12.2018 at IT Dept, Purvanchal Bank, Head Office, Buddh Vihar Commercial Scheme, Taramandal Road, Gorakhpur.
Last date of submission of technical Bids & indicative price bids	07.12.2018 at 01.00 PM
Opening of Technical Bids & indicative price bids	10.12.2018 at 04.00 PM Authorized representatives of vendors may be present during opening of the Technical Bids. However Technical Bids would be opened even in the absence of any or all of the vendors' representatives.
Quotation	To quote separately for 1. Micro ATM + OS 2. AMC for 4 th & 5 th years
Contact Details	
Address for Communication and submission of of bid through Post or Courier Tenders can also be dropped in TENDER BOX at Head Office, Gorakhpur	The General Manager (Admin & IT), Purvanchal Bank Head Office, Buddh Vihar Commercial Scheme, P.O. New Shivpuri Colony, GORAKHPUR (UP) 273016
Telephone	Head Office : 0551-2230163/ 164 CM (IT) : 7571810011 Sr. Manager (IT) : 7571810193
All correspondence relating to this RFP should be sent to	it@purvanchalbankco.in , pgbgkp@gmail.com

**PART – 2 DISCLAIMERS**

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

This RFP is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is signed and executed by duly authorized officers of the Bank with the selected Bidder.



PART-3: INSTRUCTIONS FOR Bidders (IFB)

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A. INTRODUCTION

Broad Scope of Work:

The Bank intends to procure Biometric Micro ATMs (Hand Held Devices) as per micro ATM standards version 1.5.1 of IBA or latest version. The vendor has to ensure that the guidelines issued by RBI/GOI/IBA/NPCI/UIDAI/Statutory Authorities are complied with in letter and spirit while supplying the Micro ATMs.

To provide all necessary hardware and software required to make the solution work strictly as per technical specifications. The specifications given are minimum. Bidders can quote equivalent or higher technical specifications to meet the Bank's requirements. However no weightage would be given for higher configurations.

Eligibility Criteria

Pre-qualifying criteria for empanelment of vendors for procurement, installation, commissioning and maintenance of Micro ATMs (Hand Held Devices) as per micro ATM standards version 1.5.1 of IBA or latest version.

- a) The Bidder should have yearly sales turnover of not less than Rs.50 lacs during last two financial years (2016-17 & 2017-18).
- b) The bidder must be registering profits or having positive net worth for last three years(2015-16,2016-17 and 2017-18).
- c) The Bidder should have a permanent office in India.
- d) The Bidder should have a minimum 3 Years of Business Experience of supply & maintenance of microATM enabled with Secured Biometric Scanner/readers enabled with mag-strip and chip Card readers in India. The bidder should have supplied such microATMs in at least 2 Scheduled Commercial Bank s/Financial Institutions in India during last 3 years. Certificate of such experience from related Bank /FIs to be furnished.
- e) The bidder must be a registered company / firm of 3 years of existence in India.

A summary of this must be enclosed with the Bid, giving the following details:

- Name of the Client
- Number of branches
- Nature of the Project
- Scope of the Project
- Project Deliverables
- Hardware environments of the Project
- Date of award of Contract
- Date of commencement of the Project
- Date of successful commissioning of the Project (Pilot / Live)
- Whether the Project has been vetted / audited by any independent Agency/ Institutional Consultants of Repute, and if so, outcome thereof.



- Name of the person who can be referred to from Clients' side, with Name, Designation, Postal Address, Contact Phone and Fax numbers, E-Mail IDs, etc. (attach copies of purchase orders)
- f) Letter from all the Scheduled Commercial Bank s/FIs/organizations where the projects have been implemented, confirming that microATMs with biometric-based authentication and pin-based authentication thru magswipe Card-readers attached to microATMs has been installed in their organization and is working satisfactorily.
- g) The microATMs offered/supplied by the Bidder should be compatible & integrable with the existing Financial Inclusion (FI)/ASP-Gateway-CEDGE of the Bank. For the same Bidder to exhibit a POC in live environment of the Bank, while technical evaluation of bid /before selection.
- h) Before beginning the process of placing orders to the successful bidders, Bank will ask for successful testing/live-POC of the offered microATM at Gorakhpur & any 2 field locations which may be decided mutually by the Bank, its engaged BC-agents and the successful bidders.
- i) The bidder should have branch/ service centers all over Uttar Pradesh. List of branch / service center / franchises with full details of Name, Address / Telephone No should be attached.
- j) Bidder should open support office/identify residential engineers within two months of selection of vendor in all 11 districts of our area of Operation. The bidder should have exclusive support infrastructure for timely maintenance of secured biometric scanners/readers and mag-stripe and chip Card-readers installed in the deployed microATM in all Metro/Urban/Semi-urban and RURAL centers in Uttar Pradesh. The bidder should have their own support offices or residential authorized engineers in our Area of Operation, capable of providing services and support in time to all such centers.
- k) The bidder should be able to provide efficient and effective support in time at all centers, so as to meet 24x7 Hrs SERVICE SUPPORT with maximum one working day response time – A COMMITMENT TO THIS EFFECT SHOULD BE FURNISHED.
- l) Financial statements i.e. Audited Balance sheet and Profit & Loss accounts for last three years (2015-16,2016-17 and 2017-18). will have to be submitted. (Above Details are MANDATORY and to be included in technical bid. Without the above details, the Bid is liable to be rejected.
- m) The Bank also reserves the right to inspect such installation/s & sites while evaluating the Bid. The vendor should bear all the expenses in this regard.
- n) If the Bidder is not a manufacturer, he should provide documentary evidence (e.g. Manufacturers' Authorization Form) for having tied up with the main participating agencies.
- o) The Bidder will be one point contact to provide the microATMs to the Bank. The selected Bidder will provide the Bank the microATMs along with warranty, maintenance, required/guaranteed uptime, etc.

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



B. THE BIDDING DOCUMENTS

Documents constituting the Bid

The Bidding Documents include:

- (a) PART 1 - Invitation to Bid (ITB)
- (b) PART 2 - Disclaimer
- (c) PART 3 - Instruction for Bidders (IFB)
- (d) PART 4- Terms and Conditions of Contract(TCC)
- (e) PART 5 - Bid Forms, Price Schedules and other forms (BF)

The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of the Bid.

Clarification / Amendment of Bidding Document

Bidder requiring any clarification of the Bidding Document may notify the Bank in writing at the address or by e-mail indicated in Schedule of Dates on or before **1.00 PM on 26.11.2018** indicated therein.

A **pre-bid meeting** is scheduled on **29.11.2018 at 11.00 AM.**

Text of queries raised (without identifying source of query) and response of the Bank together with amendment to the bidding document, if any will be posted on Bank's website. No individual clarification will be sent to the bidders. It is the responsibility of the bidder to check the website before final submission of bids.

Relaxation in any of the terms contained in the Bid, in general, will not be permitted, but if granted, the same will be put up on Bank's Website.

All bidders must ensure that such clarifications / amendments have been considered by them before submitting the bid. Bank will not take responsibility for any omissions by bidder.

At any time prior to the deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment.

In order to enable bidders reasonable time in which to take amendments into account in preparing the bids, the Bank, at its discretion, may extend the deadline for submission of bids.

C .PREPARATION OF BIDS

Language of Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.

**Documents Comprising the Bid**

Documents comprising the **Technical Proposal Envelope** should contain following:

- (a) Bid Form as per Annexure-5.2.1
- (b) BOM & Compliances – Annexure-5.1.2
- (c) Undertaking of Authenticity – Annexure-5.1.3
- (d) SLA T&C – Annexure-5.3
- (e) EMD BANK GUARANTEE – Annexure-5.4.1
- (f) MAF – Annexure-5.5
- (g) Masked Price Bid listing all the components as per Price Breakup Schedule (Annexure-5.2.3) without indicating any prices.

Completed in accordance with the clauses in the BID and duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder (Board resolution authorizing representative to bid and make commitments on behalf of the Bidder to be attached).

While submitting the Technical Bid, literature on the software / hardware if any, should be segregated and kept together in one section / lot. The other papers like EMD, Forms as mentioned above etc. should form the main section and should be submitted in one lot, separate from the section containing literature.

Any Technical Proposal not containing the above will be rejected. The Technical Proposal should NOT contain any price information. Such proposal, if received, will be rejected.

The quoted prices should be inclusive of all taxes, duties and other charges like packing/forwarding/freight/transit insurance, installation & commissioning at the locations etc., for the equipment to be delivered, installed and commissioned at our specified installation site(s).

Note: Vendors should supply the items at L1 prices, even though there is an increase in TAX throughout the period. Failing to supply will lead to forfeiting the EMD amount.

Bid Form

The Bidder shall complete both the Envelopes of the Bid Form furnished in the Bidding Document separately and submit them simultaneously to the Bank Bids are liable to be rejected if only one (i.e. Technical Bid or

1. The rate quoted for Micro ATM & AMC are considered separately.
2. The Bank has right to Order for supply of Micro ATMs in one or more instances. Indicative Price Bid) is received.



3.8 Bid Prices

Prices are to be quoted in **Indian Rupees** only.

1. **The rate quoted for Micro ATM & AMC are considered separately.**
2. **The Bank has right to Order for supply of Micro ATMs in one or more instances.**
3. **Placing of order for AMC is at the discretion of the BANK after the warranty period**

The quoted prices should be inclusive of all taxes, duties and other charges like packing/forwarding/freight/transit insurance, installation & commissioning at the locations etc., for the equipment to be delivered, installed and commissioned at our specified installation site(s).

Note: Vendors should supply the items at L1 prices, even though there is an increase in TAX throughout the period. Failing to supply will lead to forfeiting the EMD amount. Price should be quoted as “**Unit Price + GST**”.

Prices quoted by the Bidder shall be fixed during the Bidder’s performance of the Contract and shall not be subject to variation on any account, including exchange rate fluctuations, changes in taxes, duties, levies, charges etc. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

Delivery Schedule & Penalty for Delayed Deliveries

Delivery of 70% equipment should be within six weeks from date of placing of order, and rest 30% equipment within 8 weeks of Placing of Order.

In the event of the equipment not being delivered, installed, tested and commissioned within stipulated period mentioned above from date of Purchase Order, a penalty of one (1) percent of the total consideration for each week or part thereof the delay, subject to maximum amount of ten (10) percent of the total consideration will be charged to vendor.

This amount of penalty so calculated shall be deducted at the time of making final payment after successful installation and commissioning of hardware.

The Bank also reserves the right to cancel the Purchase Order and forfeit the EMD. In the event of such cancellation, the vendor is not entitled to any compensation. PLEASE NOTE THE DELIVERY SCHEDULE SHALL BE FOLLOWED STRICTLY AS STIPULATED. ANY DELAY SHALL BE VIEWED SERIOUSLY AND PENALTIES LEVIED.

Documentary Evidence Establishing Bidder’s Eligibility and Qualifications

The documentary evidence of the Bidder’s qualifications to perform the Contract if its Bid is accepted shall establish to the Bank’s satisfaction:

- (a) that, in the case of a Bidder offering to supply products and/or Systems under the Contract which the Bidder did not produce, the Bidder has been duly authorized as per authorization letter (Annexure-5.5)



- (b) that adequate, specialized expertise are available to ensure that the support services are responsive and the Bidder will assume total responsibility for the fault-free operation of the solution proposed and maintenance during the warranty period and provide necessary maintenance services.

Documentary Evidence Establishing Eligibility of Products and Conformity to Bidding Documents

The Bidder shall submit point by point compliance to the technical specifications and it should be included in the Bid.

Any deviations from specifications should be clearly brought out in the bid.

The Bidder should quote for the entire package on a single responsibility basis for hardware / software / services it proposes to supply.

Earnest Money Deposit (EMD)

The Bidder shall invariably submit the EMD of Rs. **5, 00,000.00 (Five lakh only)**

The EMD is required to protect the Bank against the risk of Bidder's conduct, which would warrant the EMD's forfeiture.

The EMD shall be denominated in Indian Rupees and shall be in the form of a BANK GUARANTEE as per Annexure-5.4.1 issued by a Scheduled Commercial Bank in India other than Purvanchal Bank drawn in favour of Purvanchal Bank payable at Gorakhpur and valid for a period of 180 days.

Any Bid not secured, as above, will be rejected by the Bank as non-responsive.

The EMD of the unsuccessful Bidders shall be returned within 2 weeks from the date of bid finalization.

The successful Bidder's EMD will be discharged upon the Bidder signing the Contract and furnishing the Performance BANK GUARANTEE (PBG) equivalent to 20% of the value of the contract as per format in Annexure-5.4.3. The PBG will be for the period of the contract with claim period of 3 months after date of expiry of PBG.

The EMD may be forfeited:

- a) if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or
 - b) if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or
 - c) in the case of a successful Bidder, if the Bidder fails;
 - (i) to sign the Contract;
- Or**
- (ii) to furnish Performance Bank Guarantee



Period of Validity of Bids

Bids shall remain valid for a period of 6 (six) months from the date of opening of the Bid. A Bid valid for a shorter period may be rejected by the Bank as non-responsive.

In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The EMD provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its EMD.

The Bank reserves the right to call for fresh quotes any time during the validity period, if considered necessary.

Format and Signing of Bid

Each bid shall be in two parts:-

Part I- Technical Proposal. (as per clause 3.9.1 above)

Part II- Indicative Price Proposal. (as per clause 3.9.2 above)

The two parts should be in two separate sealed NON-WINDOW envelopes, each superscribed with **“Supply, Installation, Testing,**

Commissioning and Maintenance of Computer Hardware / Software for “PURVANCHAL BANK” as well as **“Technical Proposal”** and **“Indicative Price Proposal”** as the case may be.

The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.

Any inter-lineation, erasures or overwriting shall be valid **only** if they are initialed by the person signing the Bids. The Bank reserves the right to reject bids not conforming to above.

D. SUBMISSION OF BIDS

Technical Bids must be submitted at Head Office as mentioned in “Schedule of Events”. Procedure for submission of Commercial bids will be advised separately in due course (which may be accepted online on the e-Procurement portal of the Bank's authorized service provider (M/s. e-Procurement Technologies Ltd.). The Bidder should be willing to participate in e-Procurement and have a valid Digital Signature Certificate on the date of submission of Commercial Bids. Details of the Bank's authorized e-Procurement service provider are detailed at Annexure-5.7)

Sealing and Marking of Bids

The Bidders' shall seal the NON-WINDOW envelopes containing one copy of “Technical Bid” and one copy of “Indicative Price Bid” separately and the two NON-WINDOW envelopes shall be **enclosed and sealed in an outer NON-WINDOW envelope.**

The inner envelopes shall be addressed to the Bank at the address given in Part-I above and marked as described in Clause 3.15.1 above.



The outer envelope shall:

- a) be addressed to the Bank at the address given in Part-I ; and
- b) bear the Project Name “**Supply, Installation, Testing, Commissioning and Maintenance of Biometric Micro ATMs (Hand Held Devices) for Purvanchal Bank**”

All envelopes should indicate the name and address of the Bidder on the cover.

If the envelope is not sealed and marked, the Bank will assume no responsibility for the bid’s misplacement or its premature opening.

Deadline for Submission of Bids

Bids must be received by the Bank at the address specified, no later than the date & time specified in the “Schedule of Events” in Invitation to Bid.

In the event of the specified date for submission of bids being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.

The Bank may, at its discretion, extend the deadline for submission of bids by amending the bid documents, in which case, all rights and obligations of the Bank and bidders previously subject to the deadline will thereafter be subject to the extended deadline.

Late Bids: Any Bid received after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the bidder.

Modification and Withdrawal of Bids

The Bidder may modify or withdraw its Bid after the Bid’s submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Bank prior to the deadline prescribed for submission of Bids.

The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by Fax, but followed by a signed confirmation copy, postmarked, not later than the deadline for submission of Bids.

No Bid may be modified after the deadline for submission of Bids.

No Bid may be withdrawn in the interval between the deadline for Submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder’s forfeiture of its EMD.



E. Opening and Evaluation of Bids

Opening of Technical Bids by the Bank

The Bidders' names, Bid modifications or withdrawals and the presence or absence of requisite EMD and such other details as the Bank, at its discretion, may consider appropriate, will be announced at the time of technical Bid opening.

Bids and modifications sent, if any, that are not opened at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

Preliminary Examination

The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order.

Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the Bidding Document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without any deviations.

The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.

If a Bid is not responsive; it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

Technical Evaluation

Only those Bidders and Bids who have been found to be in conformity of the eligibility terms and conditions during the preliminary evaluation would be taken up by the Bank for further detailed evaluation. Those Bids who do not qualify the eligibility criteria and all terms during preliminary examination will not be taken up for further evaluation.

The Bank reserves the right to evaluate the bids on technical & functional parameters including factory visit and witness demos of the system and verify functionalities, response times, etc.

Bank will evaluate the technical and functional specification of all the equipment quoted by the Bidder.

During evaluation and comparison of bids, the Bank may, at its discretion ask the bidders for clarification of its bid. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.



Evaluation of Price Bids and Finalization

Only those Bidders who qualify in pre-qualification and Technical evaluation would be shortlisted for commercial evaluation via Reverse Auction conducted by the Bank's authorized e-Procurement service provider, details of which are provided in Annexure-5.7

The L1 Bidder will be selected on the basis of net total of the price evaluation as quoted in the Reverse Auction.

The successful bidder is required to provide price breakup in Annexure-2.3 within 48 hours of conclusion of the Reverse Auction.

Arithmetic errors, if any, in the price breakup format will be rectified as under:

- (a) If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the bidder does not accept the correction of errors, the bid will be rejected.
- (b) If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total bid price for the bid shall be taken as correct.
- (c) If the vendor has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
- (d) Bank may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving does not prejudice or affect the relative ranking of any bidder.

For factors retained in the Bid, one or more of the following quantification methods will be applied:

- (a) **Delivery Schedule:** The System and/or Services covered under this bid are to be installed and commissioned within the period mentioned in Clause 3.10.1. No credit will be given to early deliveries.
- (b) **Quotation of Prices for all Items:** The Bidder should quote for complete solution proposed/listed in this Bid. In case, prices are not quoted by any Bidder for any specific product and / or service, for the purpose of evaluation, the highest of the prices quoted by other Bidders participating in the bidding process will be reckoned as the notional price for that service, for that Bidder. However, if selected, at the time of award of Contract, the lowest of the price(s) quoted by other Bidders (whose Price Bids are also opened) for that service will be reckoned. This shall be binding on all the Bidders. However, the Bank reserves the right to reject all such incomplete bids.



3.24 Contacting the Bank

No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of Price Bid to the time the Contract is awarded.

Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bidder's Bid.

Award Criteria

The Bank will award the Contract to the successful Bidder who has been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined to be responsive, and is the lowest evaluated Bid.

The Bank reserves the right at the time of award of contract to increase or decrease the quantity of goods and / or services or change in location where equipment are to be supplied from what was originally specified while floating the RFP without any change in unit price or any other terms and conditions.

Bank's right To Accept Any Bid and to reject any or All Bids: The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the Bidding process and reject all Bids at any time prior to contract award, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

Notification of Award

Prior to expiration of the period of Bid validity, the Bank will notify the successful Bidder in writing or by e-mail, that his Bid has been accepted.

The notification of award will constitute the formation of the Contract. The selected Bidder should convey acceptance of the award of contract by returning duly signed and stamped duplicate copy of the award letter within 7 days of receipt of the communication.

Upon notification of award to the L1 Bidder, the Bank will promptly notify each unsuccessful Bidder and will discharge its EMD.

Performance Bank Guarantee: Performance Bank Guarantee of 20% of the Bid Value in the format at Annexure-5.4.3 to be submitted by the successful Bidder for a period of 36 months + 3 months from a Scheduled Commercial Bank other than PURVANCHAL BANK within a week of receipt of formal communication from the Bank about their successful bid. Purchase Order will be released only after receipt of the Performance Bank Guarantee

Signing of Contract:

In the absence of a formal contract, the Bid document, together with the Bank's notification of award and the vendor's acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder.



Failure of the successful Bidder to comply with the requirement of Clause 3.30 (if required) or Clause 3.31.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

The Bank reserves the right either to invoke the Performance BANK GUARANTEE or to cancel the purchase order or both if the Bidder fails to meet the terms of this RFP or contracts entered into with them

Miscellaneous

The selected Bidder should carry out all installation tasks in coordination with the Information Technology/Financial Inclusion Department, depending on the Bank's requirement.

The selected Bidder should undertake, during the period of contract, if required by the Bank the relocation / shifting of the equipment without any cost to the Bank.

The selected Bidder should undertake to implement the observations / recommendations of the Bank's IS-Audit, Security Audit Team or any other audit conducted by the Bank or external agencies and any escalation in cost on this account will **not** be accepted by the Bank.

Note: Notwithstanding anything said above, the Bank reserves the right to reject the contract or cancel the entire process without assigning reasons thereto.



PART - 4. TERMS AND CONDITIONS OF CONTRACT (TCC)

Definitions: In this Contract, the following terms shall be interpreted as indicated:

“The Bank” means Purvanchal Bank

“The Contract” means the agreement entered into between the Bank and the Vendor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;

“Vendor” is the successful Bidder whose technical bid has been accepted and whose price as per the commercial bid is the lowest and to whom notification of award has been given by Bank

“The Contract Price” means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations;

“The Equipment” means all the hardware / software and / or services which the Vendor is required to supply to the Bank under the Contract;

“The Services” means those services ancillary to the supply of the Products, such as transportation and insurance, installation, commissioning, customization, provision of technical assistance, training, maintenance and other such obligations of the Vendor covered under the Contract;

“TCC” means the Terms and Conditions of Contract contained in this section;

“The Project” means supply, installation, testing and commissioning of Micro ATMs (Hand Held Devices) with **3 years Onsite Warranty and 2 years AMC.**

“The Project Site” means various branches / offices of the Purvanchal Bank, where the equipment is to be supplied, installed and commissioned.

In case of a difference of opinion on the part of the Bidder in comprehending and/or interpreting any clause / provision of the Bid Document after submission of the Bid, the interpretation by the Bank shall be binding and final on the Bidder.

Use of Contract Documents and Information

The Vendor shall not, without the Bank’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Vendor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

The Vendor will treat as confidential all data and information about the Bank obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank

Country of Origin / Eligibility of Goods & Services

All goods and related services to be supplied under the Contract shall have their origin in eligible source countries, as per the prevailing Import Trade Control Regulations in India.



For purposes of this clause, “origin” means the place where the goods are mined, grown, or manufactured or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

Use of Contract Documents and Information

The Vendor shall not, without the Bank’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Vendor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

The Vendor shall not, without the Bank’s prior written consent, make use of any document or information except for purposes of performing the Contract.

Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Vendor’s performance under the Contract, if so required by the Bank

Patent Rights

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the Goods or any part thereof in India, the Vendor shall act Expeditiously to extinguish such claim. If the Vendor fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Vendor shall be responsible for the compensation to claimant including all expenses, court costs and lawyer fees. The Bank will give notice to the Vendor of such claim, if it is made, without delay. The Vendor shall indemnify the Bank against all third party claims.

Inspection and Quality Control Tests

The Bank reserves the right to carry out pre-shipment factory / godown inspection at by a team of Bank officials or demand a demonstration of the solution proposed on a representative model in Bidder’s office.

The Inspection and Quality Control tests before evaluation, prior to shipment of Goods and at the time of final acceptance would be as follows:

- (a) Inspection/Pre-shipment Acceptance Testing of Goods as per quality control formats including functional testing, burn-in tests and mains fluctuation test at full load, facilities etc., as per the standards / specifications may be done at factory site of the Vendor before dispatch of goods , by the Bank / Bank’s Consultants / Testing Agency.
- (b) The Vendor should intimate the Bank before dispatching the goods to various locations/offices for conduct of pre-shipment testing. Successful conduct and conclusion of pre-dispatch inspection shall be the sole responsibility of the Vendor;
- (c) Provided that the Bank may, at its sole discretion, waive inspection of goods having regard to the value of the order and/or the nature of the goods and/or any other such



basis as may be decided at the sole discretion of the Bank meriting waiver of such inspection of goods.

- (d) In the event of the hardware and software failing to pass the acceptance test, as per the specifications given, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the Bank reserves the right to cancel the Purchase Order.
- (e) The inspection and quality control tests may be conducted on the premises of the Vendor, at point of delivery and / or at the Goods' final destination. Reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors, at no charge to the Bank. If the testing is conducted at the point of delivery or at the final destination, due to failure by the vendor to provide necessary facility / equipment at his premises, all the cost of such inspection like travel, boarding, lodging & other incidental Expenses of the Bank's representatives to be borne by the vendor.
- (f) Nothing stated herein above shall in any way release the Vendor from any warranty or other obligations under this Contract.
- (g) The Vendor shall provide complete and legal documentation of Systems, all subsystems, operating systems, compiler, system software and the other software. The Vendor shall also provide licensed software for all software products, whether developed by it or acquired from others. The Vendor shall also indemnify the Bank against any levies/penalties on account of any default in this regard.
- (h) On successful completion of acceptability test, receipt of deliverables, etc., and after the Bank is satisfied with the working on the system, the acceptance certificate will be signed by the representative of the Bank

The Bank's right to inspect, test and where necessary reject the products after the products arrival at the destination shall in no way be limited or waived by reason of the products having previously being inspected, tested and passed by the Bank or its representative prior to the products shipment from the place of origin by the Bank or its representative prior to the installation and commissioning.

Nothing stated hereinabove shall in any way release the Vendor from any warranty or other obligations under this contract.

Delivery & Documentation

The Vendor shall provide such packing of the products as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Size and weights of packing case shall take into consideration, where appropriate, the remoteness of the Products final destination and the absence of heavy handling facilities at all transit points.

Delivery of the equipment shall be made by the Vendor in accordance with the system approved / ordered. The details of the documents to be furnished by the Vendor are specified hereunder:-

- (a) 2 copies of Vendor's Invoice showing Contract number, Products description, quantity, unit price and Total amount.



- (b) Delivery Note or acknowledgement of receipt of Products from the Consignee or in case of products from abroad original and two copies of the negotiable clean Airway Bill
- (c) 2 copies of packing list identifying contents of each package.
- (d) Insurance Certificate.
- (e) Manufacturer's / Vendor's Onsite warranty certificate.

The above documents shall be received by the Bank before arrival of Products (except where it is handed over to the Consignee with all documents) and if not received the Vendor will be responsible for any consequent expenses.

Delivery, Installation and commissioning of the equipment shall be made by the vendor in accordance with the system approved / ordered.

For the System & other Software, the following will apply:

- (a) The vendor shall supply standard software packages published by third parties in or out of India in their original publisher-packed status only, and should have procured the same either directly from the publishers or from the publisher's sole authorized representatives only.
- (b) The Vendor shall provide complete and legal documentation of all subsystems, **licensed operating systems, licensed system software, licensed utility software and other licensed software.** The Vendor shall also provide **licensed software** for all software products whether developed by it or acquired from others. There shall not be any default in this regard.
- (c) In case the Vendor is providing software which is not his proprietary software then the Vendor must submit evidence in the form of agreement he has entered into with the software vendor which includes support from the software vendor for the proposed software for the full period required by the Bank
- (d) The vendor shall explicitly absolve the Bank of any responsibility / liability for use of system / application software delivered along with the equipment, (i.e. the vendor shall absolve the Bank in all cases of possible litigation / claims arising out of any copyright / license violation) for software(s) published either by third parties, or by themselves.

Acceptance Procedure: On successful completion of installation, commissioning, acceptability test, receipt of deliverables, etc., the acceptance certificate (Annexure-5.6) signed by the Vendor and the representative of the Bank will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the systems.

Insurance:

The insurance shall be in an amount equal to 110 percent of the value of the Products from "Warehouse to final destination" on "All Risks" basis, valid for a period not less than one month after installation and commissioning and issue of acceptance certificate by the Bank



Should any loss or damage occur, the Vendor shall:

- a) Initiate and pursue claim till settlement and
- b) Promptly make arrangements for repair and / or replacement of any damaged item irrespective of settlement of claim by the underwriters.

Warranty / Uptime / Penalty: As per Annexure-5.3.

Payment Terms

Payment shall be made in Indian Rupees.

- (a) 90% of the Total amount due on Delivery and / or installation, whichever is earlier. Payment will be released within 15 days or receipt of Invoice and Installation & Commissioning Certificate duly signed by the Bank As already stated, for reasons of delays in installation and commissioning not attributable to the Bank the liquidated damages may be levied as stated.
- (b) Balance 10% after the expiry of warranty period or against submission of Bank Guarantee from a Scheduled Commercial Bank other than PURVANCHAL BANK or its Associate Banks, for an equivalent amount valid for the period of 36 months from the date of acceptance or **LIEN marked STDR of PURVANCHAL BANK branch** (Annexure-5.4.2).

Payments will not be released for any part-shipment or short-shipments.

Prices

Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges, etc.

The Bidder will pass on to the Bank all fiscal benefits arising out of reductions, if any, in Government levies viz. sales tax, excise duty, custom duty, etc. or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.

The Bank reserves the right to re-negotiate the prices in the event of change in the international market prices of both the hardware and software.

Change Orders

The Bank may, at any time, by a written order given to the Vendor, make changes within the general scope of the Contract in any one or more of the following:

- (a) Method of shipment or packing;
- (b) Place of delivery;
- (c) Quantities to be supplied subject to 25% above or below the originally declared quantities



If any such change causes an increase or decrease in the cost of, or the time required for the Vendor's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Vendor for adjustment under this clause must be asserted within thirty (30) days from the date of Vendor's receipt of Bank's change order.

Contract Amendments: No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by the parties.

Assignment: The Vendor shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Bank's prior written consent.

Delays in the Vendor's Performance

Delivery installation, commissioning of the Products/Solution and performance of Services shall be made by the Vendor within the timelines prescribed.

If at any time during performance of the Contract, the Vendor or its subcontractor(s) should encounter conditions impeding timely delivery of the Products and performance of Services, the Vendor shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Vendor's notice, the Bank shall evaluate the situation and may, at its discretion, extend the Vendors' time for performance, with or without liquidated damages, in which case, the extension shall be ratified by the parties by amendment of the Contract.

Except as provided in the above clause, a delay by the Vendor in the performance of its delivery obligations shall render the Vendor liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

Liquidated Damages: If the Vendor fails to deliver any or all of the Products or perform the Services within the time period(s) specified in the Contract, the Bank may, without prejudice to its other remedies under the Contract, and unless otherwise extension of time is agreed upon without the application of Liquidated Damages as mentioned in clause 4.21.3 above, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5 percent per week or part thereof of contract price subject to maximum deduction of 5% of the delivered price of the delayed Products or unperformed services for each week or part thereof of delay, until actual delivery or performance. Once the maximum deduction is reached, the Bank may consider termination of the Contract.

Termination for Default

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

- (a) If the Vendor fails to deliver any or all of the Products and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank;

Or

- (b) If the Vendor fails to perform any other obligation(s) under the Contract.



14.18.2 In the event the Bank terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, Products and Services similar to those undelivered, and the Vendor shall be liable to the Bank for any excess costs for such similar Products or Services. However, the Vendor shall continue performance of the Contract to the extent not terminated.

Force Majeure

Notwithstanding the provisions of TCC, the Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this clause, “Force Majeure” means an event beyond the control of the Vendor and not involving the Vendor’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the Vendor shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

Termination for Insolvency: The Bank may, at any time, terminate the Contract by giving written notice to the Vendor if the Vendor becomes Bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank

Termination for Convenience: The Bank, by written notice sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank’s convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.

Resolution of Disputes:

The Bank and the Vendor shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

If, the Bank and the Vendor have been unable to resolve amicably a Contract dispute even after a reasonably long period, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party and/or adjudication in an agreed national forum.



The dispute resolution mechanism to be applied shall be as follows:

- (a) In case of Dispute or difference arising between the Bank and the Vendor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. Where the value of the Contract is above Rs.1.00 Crore, the arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Purchaser and the Vendor. The third Arbitrator shall be chosen by mutual discussion between the Purchaser and the Vendor. Where the value of the contract is Rs.1.00 Crore and below, the disputes or differences arising shall be referred to a Sole Arbitrator who shall be appointed by agreement between the parties.
- (b) Arbitration proceedings shall be held at Head Office, Gorakhpur, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
- (c) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself; and

Governing Language: The governing language shall be English.

Applicable Law: The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subject to the exclusive jurisdiction of courts at GORAKHPUR.

Addresses for Notices

The following shall be the address of the Bank and Vendor.

Bank's address for notice purposes:

The General Manager (Admin & IT),
Purvanchal Bank
Head Office, Buddh Vihar Commercial Scheme,,
P.O New Shivpuri Colony, Gorakhpur (UP) 273016

Vendor's address for notice purposes

<To be filled in by the Vendor>

A notice shall be effective when delivered or on effective date of the notice whichever is later.



Taxes and Duties

The Vendor will be entirely responsible for all taxes, duties and other charges like packing/forwarding/freight/transit insurance, installation & commissioning at the locations etc., for the equipment to be delivered, installed and commissioned at our specified installation site(s). upon production of original receipts.

Note: Vendors should supply the items at L1 prices, even though there is an increase in TAX throughout the period. Failing to supply will lead to forfeiting the EMD amount.

Income / Corporate Taxes in India: The Vendor shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the Vendor shall include all such taxes in the contract price.

Tax deduction at Source: Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract.

The Vendor's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Vendor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

Vendor's obligations

The Vendor is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

The vendor will be responsible for arranging and procuring all relevant permissions / Road Permits etc. for transportation of the equipment to the location where installation is to be done. The Bank would only provide necessary letters for enabling procurement of the same.

The Vendor is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank and implementation activities.

The Vendor will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.

The Vendor is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.

The Vendor will treat as confidential all data and information about the Bank obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank



Patent Rights/Intellectual Property Rights: In the event of any claim asserted by a third party of infringement of trademark, trade names, copyright, patent, intellectual property rights or industrial design rights arising from the use of the Products or any part thereof in India, the Vendor shall act expeditiously to extinguish such claim. If the Vendor fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Vendor shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Vendor of such claim, if it is made, without delay.

Right to use defective product: If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the product is found to be unsatisfactory, the Bank shall have the right to continue to operate or use such product until rectification of defects, errors or omissions by partial or complete replacement is made without interfering with the Bank's operation.



**PART 5: BID FORM, PRICE SCHEDULES
AND OTHER FORMATS**

ANNEXURE NUMBER INDEX

- 5.1 Requirement Specifications
 - 5.1.1 Technical Specifications
 - 5.1.2 Bill of Material and Compliances
 - 5.1.3 Undertaking of Authenticity
- 5.2 Bid Forms
 - 5.2.1 Bid Form (Technical)
 - 5.2.2 Indicative Price Bid Form
 - 5.2.3 Price Breakup after Reverse Auction
- 5.3 SLA Terms & Conditions for Hardware & Software
- 5.4 Bank Guarantee
 - 5.4.1 EMD Bank Guarantee Format
 - 5.4.2 Bank Guarantee Format for early release of 10% retention money
 - 5.4.3 Performance Bank Guarantee Format
- 5.5 Manufacturer's Authorization Form
- 5.6 Certificate of Successful Commissioning
- 5.7 Details of e-Procurement Reverse Auction
- 5.8 Tentative List of Delivery Locations

ANNEXURE –5.1.1**Technical & Functional Specifications****IMPORTANT NOTE:**

1. The Bidder should mention in seriatim, whether all the features as mentioned are: A – Available
N – Not available /cannot be made available.
2. The Bidder should also mention in seriatim comments, if any, for all the features. If there is no comment; it would be construed that the feature / requirement will be made available without any deviation thereto.
3. Weightage will be given on the above A and N items for the purpose of evaluation as the Bank may deem fit.

TECHNICAL SPECIFICATIONS FOR SCANNERS FOR GRID CTS

S. No	Micro ATM / handheld biometric POS devices should have the following features	Compliance (A/N)
1.	The micro ATMs should have standard of IBA approved V1.5.1 version with specification and capability for GPRS, WIFI, connection with two SIM slots enabling to solve connection issues at remote points of our area of operation.	
2.	The micro ATM devices must be fully compliant on the Secure Biometric Scanner as per defined Standards issued by IBA/IDRBT/UIDAI/RBI/GOI etc. and be compatible and can be easily integrated with the Bank's FI-Gateway solution implemented (with USB port/based connectivity to PC). A live demo/POC in the Bank to be executed by the Bidder during technical evaluation for a successful certification & implementation.	
3	The micro ATM must be fully compliant with extant standards & STQC & other certifications of UIDAI and should upgrade to the changes mandated by UIDAI from time to time.	
4	The micro ATM must be fully compliant with extant standards & certifications of IBA/IDRBT & RBI and should be robust enough to conform & upgrade to the changes mandated by IBA/IDRBT & RBI from time to time.	
5	The micro ATM/handheld POS device should be attached/portable with a magnetic stripe swiping Card reader of Standard track1- track2 for the purpose of providing basic Banking services for the concerned Customer who will desire to operate on this micro ATM with his/her Debit/Credit Card/RuPay Card/Visa-Master Card, etc. Micro ATM should have integrated/external PIN pad adhering to Micro ATM 1.5.1 standards to enable PIN based authentication.	
6	The machines should be flexible enough to handle the changes in the micro ATM / Mag- stripe Card-reader standards mandated by RBI/IDRBT/IBA/UIDAI/GOI, etc. and others standards in future course of implementation.	
7	The machines must be brand new and manufactured as per the latest technology	
8	The machines should be robust, capable of sustained operations and have seamless integration of different modules each for biometric scanning/reading, reading of Customer Mag-stripe Card details, etc.	
9	The operating system of the machines must be compatible with the associated processing software in the Bank's FI- Gateway under Financial Inclusion Solution implemented.	
10	The bidder to supply standard or USB- which can be integrated with web-	



	camera with each micro ATM offered/supplied to capture digital photographs of new/existing customers during enrolment process thru this micro ATM. Minimum resolution of such camera should be 5 Mega Pixels and minimum DPI image captured should be 96 dpi	
11	The micro ATM must be attached with a micro-printer to generate Print-out Receipts of each successful, non- successful/failure transactions with full details, and mini-statement for last 5/10 transactions confirming Bank norms/guidelines issued from time to time.	
12	The Bidder should quote for and supply the required number of micro ATMs and the associated software. Bank will have the option to provide the interface of its FI- Gateway.	
13	The terminal supplied by the bidder must be integrated with STQC &RD certified biometric scanners. The rejection rate of reading/matching biometric of customers/Aadhar holder should not exceed 5%	
14	The device supplied should have mandatorily 1(one) USB port and it should meet all the present and future requirements of the Bank. It is duty of vendor to make the device functional with any number of ports to meet the present or future requirements of the Bank.	
15	The micro ATM offered/supplied should be capable of hosting multiple applications and should seamlessly interface with the existing Bank's FI-Gateway solutions	
16	The micro ATM offered/supplied by the bidder should be enabled with 2 integrated GSM SIM Holders for SIM-GPRS-Network connectivity including one extra/alternate USB port for CDMA/Internet-Dongle connectivity. The micro ATM supplied should be capable of integration towards video/projection slide-shows through laptops/PCs.	
17	Necessary antennae (if required) should be provided to enable connectivity in remote villages to support GPRS/EDGE connectivity The micro ATM offered/supplied by the bidder should have 2 Smartcard reader slots inbuilt & integrated for reading & authentication via Smartcards of BC-agents and Customer of the Bank	
18	All the components of the Micro ATM internal & external should work correctly/efficiently independent of each others availability. Device should work seamlessly with all the necessary components like biometric reader, magnetic card reader, smart card reader, web-camera, pin pad, printer etc., connected together at a given point of time	
19	The power supply to micro ATM should be of Indian Standards. The battery/charger used in the offered/supplied micro ATM should be inbuilt & of Indian Standard with maximum power-back time while during operation & standby with scheduled warning/sound-beeps enabled for recharging.	
20	The successful Bidder would have to Provide seamless support to designated BC/ASP in development, integration and development of client application on the Micro ATM devices. Necessary training, APIs and sample code would be provided to BC/ASP for implementation of their client application on Micro ATM device. Bank will extend necessary support and coordination for integration of client application to the successful bidder.	
21	The Bidder to provide entire operational and data-sheet specification manuals	
22	All the devices should be RD compliant and registered. Yearly RD service charges after one year need to be included in quotation.	
23	No "Reverse Auction" will be done for this tender. So there is no need of mentioning indicative price as per Annexure 5.2.2	
24	If not mentioned in the tender document anywhere, the version of the Micro ATM should be treated as V1.5.1 of IBA	



ANNEXURE – 5.1.2
Bill of Material and Compliances

Sr. No.	Particulars of Equipment required	Details of equipment to be supplied	Compliance (Y / N)
1			
2			
3			
4			
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15			
16			

We confirm that we comply with all the specifications mentioned above & the terms & conditions mentioned in the RFP Document are acceptable to us.

Dated this..... day of 201

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of



ANNEXURE – 5.1.3
Undertaking of Authenticity

To:

The General Manager (Admin & IT)
Purvanchal Bank
Head Office, GORAKHPUR.

Sub: Undertaking of Authenticity for Hardware & Software Supplies
Ref: RFP No. PURVANCHAL BANK: xx:xx dated dd/mm/yyyy

With reference to the equipment being quoted to you vide our Quotation No: dated, we hereby confirm that all the components /parts /assembly / software etc. used in the equipment to be supplied shall be original new components / parts / assembly / software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components /parts/ assembly / software shall be supplied or shall be used. We also undertake to produce certificate from the Original Equipment Manufacturers (if required by you) in support of the above statement at the time of delivery / installation

2. We also confirm that in respect of licensed operating systems and other software utilities to be supplied; the same will be procured from authorized sources and supplied with Authorized License Certificate (eg: Product keys on Certification of Authenticity in case of Operating System)

3. In case of default and the Bank finds that the above conditions are not complied with, we agree to take back the equipment supplied and return the money paid by you, in full within seven days of intimation of the same by the Bank without demur or any reference to a third party and without prejudice to any remedies the Bank may deem fit.

4. In case of default and we are unable to comply with above at the time of delivery or during installation, for the IT Hardware / Software already billed, we agree to take back the devices without demur, if already supplied and return the money if any paid to us by you in this regard.

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

Dated this..... day of 201

(Signature) (Name) (In the capacity of)

Duly authorized to sign Bid for and on behalf of



ANNEXURE –5.2.1
BID FORM (TECHNICAL BID)
(to be included in Technical Bid Envelope)

Date: _____

To:
 The General Manager (Admin & IT)
 Purvanchal Bank
 Head Office, Gorakhpur

Dear Sir,

Ref: RFPNo. PURVANCHAL BANK: xx:xx date ddd/mm/yyyy

~~~~~

We have examined the RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to supply, Install, test, commission and maintain the equipment detailed in Annexure-5.1.1 and 5.1.2, as per the terms and conditions spelt out in the RFP. We shall participate and submit the commercial bid through online auction to be conducted by the Bank's authorized service provider, on the date advised to us.

2. While submitting this bid, we certify that:

The undersigned is authorized to sign on behalf of the VENDOR and the necessary support document delegating this authority is enclosed to this letter.

Indicative prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.

The indicative prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.

We have not induced or attempted to induce any other Bidder to submit or not to submit a bid for restricting competition.

The rate quoted in the indicative price bids for the MCU are as per the RFP and subsequent pre-bid clarifications/ modifications/ revisions furnished by the Bank without any exception.

3. If our offer is accepted, we undertake to complete the formalities for supply, installation, testing and commissioning of the equipment within a period of **4 weeks** from date of Purchase Order.

**4. We agree to abide by the Bid and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid, which shall remain binding upon us.**



- 5. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
  
- 6. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.
  
- 7. We also certify that the information/ data/ particulars furnished in our bids are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have the right to disqualify us from the bid.
  
- 8. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this..... day of ..... 201

\_\_\_\_\_  
*(Signature)*                      *(Name)*                                              *(In the capacity of)*

Duly authorized to sign Bid for and on behalf of

\_\_\_\_\_



## ANNEXURE –5.2.2

**INDICATIVE PRICE PROPOSAL**

(to be included in Indicative Price Proposal Envelope)

To:

Dear Sir,

**Ref: RFP No.PURVANCHAL BANK :xx:xx dated dd/mm/yyyy**

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, submit our Indicative Price Bid of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) \_\_\_\_\_  
(Total Proposal amount in words and figures) for supply, installation, testing & commissioning of the equipment in conformity with the said Bidding documents

| Component               | Description | Unit price in Rs. | AMC for 2 years          |                          | TOTAL Rs. |
|-------------------------|-------------|-------------------|--------------------------|--------------------------|-----------|
|                         |             |                   | 4 <sup>th</sup> year Rs. | 5 <sup>th</sup> year Rs. |           |
| <b>Operating system</b> |             |                   |                          |                          |           |

We understand &amp; agree that,

1. The rate quoted for Micro ATM & AMC are considered separately.
2. The Bank has right to Order for supply of Micro ATMs in one or more instances.
3. Placing of order for AMC is at the discretion of the BANK after the warranty period

We agree that

- 1) Orders can be placed for individual items as per requirement at the contract rate.
- 2) The items are to be supplied to the branches/offices spread over Andhra Pradesh.
- 3) All other terms and conditions as well as technical details as per the current set of Bank's 'Master Documents' hold good. 4) If price of any item is not quoted, the highest unit-price quoted by the other vendors for that item is taken for calculation purpose.
- 2) The above rates are inclusive of all taxes, transport, insurance, installation.

**COMPANY SEAL****AUTHORISED SIGNATORY OF THE COMPANY**

Dated this .....day of.....2018

(Signature)

(Name)

(In the Capacity of)



**ANNEXURE – 5.2.3**  
**Price Breakup Schedule (To be submitted after Reverse Auction)**

**Total Equipment Cost with 3 year On site Warranty plus AMC for two years**

<price break-up table as per specific requirements >

Dated this..... day of ..... 201

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**(Signature)**                      **(Name)**                                              **(In the capacity of)**

Duly authorized to sign Bid for and on behalf of

---

**ANNEXURE -5.3****SLA Terms & Conditions****For Hardware, Software & Maintenance Services**

1. The Vendor warrants that the products supplied under the Contract are new, unused, of the most recent or current model and they incorporate all recent improvements in design and / or features. The Vendor further warrants that all the Products supplied under this Contract shall have no defect, arising from design or from any act of omission of the Vendor that may develop under normal use of the supplied products in the conditions prevailing in India.
2. for Hardware Components: **Onsite comprehensive warranty** for all the hardware components including free replacement of spares, parts, kits as and when necessary will be **36 months** from date of installation or 39 months from date of delivery, whichever is earlier.
3. Warranty for the System Software/off-the-shelf Software will be provided to the Bank as per the general conditions of sale of such software.
4. The Vendor shall in addition comply with the performance guarantees specified under the Contract. If, for reasons attributable to the Vendor, these guarantees are not attained in whole or in part the Vendor shall make such changes, modifications and / or additions to the Products or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests.
5. **On-site comprehensive warranty:** The warranty would be on-site and comprehensive in nature and back to back support from the OEM. The vendor will warrant all the hardware and software against defects arising out of faulty design, materials and media workmanship etc. for a period of **three years** from the date of acceptance of the hardware and software. The vendor will provide support for Operating Systems and other preinstalled software components during the warranty period of the hardware on which these software & operating system will be installed. The Vendor shall repair or replace worn out or defective parts including all plastic parts of the equipment at his own cost including the cost of transport.
6. During the term of the contract, the VENDOR will maintain the equipment in perfect working order and condition and for this purpose will provide the following repairs and maintenance services:
  - a) **Free maintenance services** during the period of warranty. Professionally qualified personnel who have expertise in the hardware and system software supplied by the vendor will provide these services.
  - b) The Bidder shall rectify any defects, faults and failures in the equipment and shall repair/replace worn out or defective parts of the equipment during working hours i.e. from 8.00 A.M. to 8.00 P.M. on all working days (viz. Monday to Saturday and on Sundays where it is a working day). In case any defects, faults and failures in the equipment could not be repaired or rectified during the said period, the engineers of the VENDOR are required to accomplish their duties beyond the said schedules in case of any situation if it warrants. In cases where unserviceable parts of the equipment need replacement, the VENDOR shall replace such parts, at no extra cost to the BANK with



brand new parts or those equivalent to new parts in performance. For this purpose the VENDOR shall keep sufficient stock of spares at Bank's premises and at the Premises of the VENDOR.

- c) The maximum response time for a maintenance complaint from the site of installation (i.e. time required for Vendor's maintenance engineers to report to the installations after a request call / fax /e-mail is made or letter is written) shall not exceed 4 (four) hours.
- d) The VENDOR shall ensure that faults and failures intimated by Bank as above are set right within 6 (six) hours of being informed of the same. In any case the equipment should be made workable and available not later than the Next Business Day.
- e) The VENDOR shall ensure that the full configuration of the equipment is available to the BANK in proper working condition viz. uptime of 95% of the time on a 24x7x365 basis.
- f) In the event of the equipment not being repaired or a workable solution not provided during Warranty period, a penalty of one (1) percent of the total consideration for each week or part thereof the delay, subject to maximum amount of ten (10) percent of the total consideration will be charged to vendor. The vendor may provide temporary equivalent replacement as a workable solution to avoid the above penalty.
- g) Any penalty due during the Warranty period will be adjusted against the 10% retention money retained by the Bank For purpose of calculating penalty, uptime is calculated as under :
 

$$\text{Uptime (\%)} = \frac{\text{Sum of total hours during month} - \text{Sum of downtime hours during month}}{\text{Sum of total hours during the month}} \times 100$$

Total hours during the month = No. of working days x 8
- h) The VENDOR shall ensure that the meantime between failures (including any malfunctioning, breakdown or fault) in the equipment or any part thereof, as calculated during any and every quarter (period of three consecutive months) is not less than 90 days.
- i) **Preventive maintenance:** the VENDOR shall conduct Preventive Maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the equipment, and necessary repair of the equipment) once in every **three months** Notwithstanding the foregoing the VENDOR recognizes Bank's operational needs and agrees that Bank shall have the right to require the VENDOR to adjourn preventive maintenance from any scheduled time to a date and time not later than 15 working days thereafter.
- j) All engineering changes generally adopted hereafter by the VENDOR for equipment similar to that covered by this AGREEMENT, shall be made to the equipment at no cost to the Bank
- k) Qualified maintenance engineers totally familiar with the equipment shall perform all repairs and maintenance service described herein.
- l) The Bank shall maintain a register at its site in which, the Bank's operator / Supervisor shall record each event of failure and / of malfunction of the equipment. The VENDOR's engineer shall enter the details of the action taken in such register. Additionally every time a preventive or corrective maintenance is carried out, the VENDOR'S engineer shall make, effect in duplicate, a field call report which shall be



- m) signed by him and thereafter countersigned by the Bank's official. The original of the field call report shall be handed over to the Bank's official.
  - n) The VENDOR shall provide replacement equipment if any equipment is out of the premises for repairs.
7. Any worn or defective parts withdrawn from the equipment and replaced by the VENDOR shall become the property of the VENDOR and the parts replacing the withdrawn parts shall become the property of Bank
  8. The VENDOR's maintenance personnel shall be given access to the equipment when necessary, for purpose of performing the repair and maintenance services indicated in this agreement.
  9. However if Bank desires to shift the equipment to a new site and install it thereof urgently, the VENDOR shall be informed of the same immediately. THE Bank shall bear the charges for such shifting and the VENDOR shall provide necessary arrangement to Bank in doing so. The terms of this agreement, after such shifting to the alternate site and reinstallation thereof, would continue to apply and binding on the VENDOR.
  10. Bank shall arrange to maintain appropriate environmental conditions, such as those relating to space, temperature, power supply, dust within the acceptable limits required for equipment similar to that covered by this Agreement.
  11. NO term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by other, whether express or implied, shall not constitute a consent to or waiver of or excuse for another different or subsequent breach.
  12. If, in any month, the VENDOR does not fulfill the provisions of clauses (b), (c),(d), (e) and (h) only the proportionate maintenance charges for that period during the month will be considered payable by Bank without prejudice to the right of the Bank to terminate the contract. In such event the VENDOR was credited without deducting the proportionate maintenance charges for that month, the Bank can deduct the same from future payments payable or the VENDOR shall refund the amount forthwith to Bank on demand by Bank
  13. On account of any negligence, commission or omission by the engineers of the VENDOR and if any loss or damage caused to the Equipment, the VENDOR shall indemnify/pay/reimburse the loss suffered by the BANK
  14. **Future additions of Hardware / Software:**

The Bank would have the right to:

- a) Shift supplied systems to an alternative site of its choice.
- b) Disconnect / connect / substitute peripherals such as printers, etc. or devices or any equipment / software acquired from another vendor.
- c) Expand the capacity / enhance the features / upgrade the hardware / software supplied, either from the vendor, or another vendor, or developed in-house.





Provided, such changes or attachments do not prevent proper maintenance, from being performed or unreasonably increase the VENDOR cost of performing repair and maintenance service.

The warranty terms would not be considered as violated if any of (a), (b) or (c) above takes place. Should there be a fault in the operations of the system, the vendor, would not unreasonably assume that the causes lie with those components / software not acquired from them.

**15. CONFIDENTIALITY:**

The VENDOR acknowledges that all material and information which has and will come into its possession or knowledge in connection with this agreement or the performance thereof, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to Bank will all times be held by it in strictest confidence and it shall not make use thereof other than for the performance of this agreement and to release it only to employees requiring such information, and not to release or disclose it to any other party. the VENDOR agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this agreement are fully satisfied. In the event of any loss to the Bank in divulging the information by the employees of the VENDOR, the Bank shall be indemnified. The VENDOR agrees to maintain the confidentiality of the Bank's information after the termination of the agreement also.

The VENDOR/Bank will treat as confidential all data and information about the VENDOR/Bank /Contract, obtained in the execution of this tender including any business, technical or financial information, in strict confidence and will not reveal such information to any other party.

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**ANNEXURE -5.4.1**  
**FORMAT FOR EMD BANK GUARANTEE**

To:

Dear Sir,

**EMD BANK GUARANTEE FOR**  
**SUPPLY, INSTALLATION, TESTING & COMMISSIONING**  
**OF COMPUTER HARDWARE, SOFTWARE & PERIPHERALS**  
**AS ARE SET OUT IN THE PURVANCHAL BANK RFP NO.**  
**PURVANCHAL BANK :xx:xx DATED dd/mm/yyyy**

Whereas Purvanchal Bank (PURVANCHAL BANK), having its Head Office at Buddh Vihar Commercial Scheme, P.O. New Shivpuri Colony, Gorakhpur, and Regional offices at other places in the Uttar Pradesh State in India has invited Request for Proposal for supply, installation, testing and commissioning of Micro ATMs to Purvanchal Bank and such services as are set out in the Purvanchal Bank Request for Proposal PURVANCHAL BANK :xx:xx dated dd/mm/yyyy.

2. It is one of the terms of said Request for Proposal that the Bidder shall furnish a Bank Guarantee for a sum of Rs. /- \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) as Earnest Money Deposit.

3. M/s. \_\_\_\_\_, (hereinafter called as Vendor, who are our constituents intends to submit their tender for the said work and have requested us to furnish guarantee in respect of the said sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)

4. NOW THIS GUARANTEE WITNESSETH THAT

We \_\_\_\_\_ (Bank ) do hereby agree with and undertake to the Purvanchal Bank their Successors, assigns that in the event of the PURVANCHAL BANK coming to the conclusion that the Bidder has not performed their obligations under the said conditions of the RFP or have committed a breach thereof, which conclusion shall be binding on us as well as the said Vendor, we shall on demand by the PURVANCHAL BANK pay without demur to the PURVANCHAL BANK a sum Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)

Or any lower amount that may be demanded by Purvanchal Bank Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Vendor under the said conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)

5. We also agree to understand to and confirm that the sum not exceeding Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the PURVANCHAL BANK on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the PURVANCHAL BANK shall be conclusive and binding on us



and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the PURVANCHAL BANK within a period of one week from the date of receipt of the notice as aforesaid. We confirm that our obligation to the PURVANCHAL BANK under this guarantee shall be independent of the agreement or agreements or other understandings between the PURVANCHAL BANK and the Vendor. This guarantee shall not be revoked by us without prior consent in writing of the PURVANCHAL BANK

6. We hereby further agree that –

- a) Any forbearance or commission on the part of the PURVANCHAL BANK in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the PURVANCHAL BANK to the Vendor or any other matter in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance of the Vendor of their obligations and in the event of their failure to do so, by payment to us of the sum not exceeding Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)
- b) Our liability under these presents shall not exceed the sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force up to 180 days provided that if so desired by the PURVANCHAL BANK this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) Our liability under this presents will terminate unless these presents are renewed as provided herein up to 180 days or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the PURVANCHAL BANK alone is the conclusive proof, whichever date is later.
- f) Unless a claim or suit or action is filed against us within six months from that date or any extended period, all the rights of the PURVANCHAL BANK against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours faithfully,

For and on behalf of

\_\_\_\_\_  
*Authorized official.*

(NB : This guarantee will require stamp duty as applicable in the State where it is executed and shall be signed by the official(s) whose signature and authority shall be verified)

**ANNEXURE -5.4.2****BANK GUARANTEE FOR EARLY RELEASE OF 10% RETENTION MONEY**

To:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dear Sir,

**BANK GUARANTEE FOR EARLY RELEASE OF 10% RETENTION MONEY AS SET OUT IN THE PURVANCHAL BANK RFP NO.PURVANCHAL BANK :xx:xx DATED dd/mm/yyyy**

**GUARANTEE NO:** \_\_\_\_\_**AMOUNT: Rs.** \_\_\_\_\_

**GUARANTEE COVER FROM \_\_\_\_\_ TO \_\_\_\_\_**  
**LAST DATE OF LODGEMENT OF CLAIM \_\_\_\_\_**  
**(3 months after expiry of warranty)**

Whereas \_\_\_\_\_, a company registered under the Companies Act 1956 having its Registered Office at..... (hereinafter referred to as `vendor' which expression shall include its successors and assigns) entered into a agreement dated \_\_\_\_\_ with Purvanchal Bank (PURVANCHAL BANK ) for supply, installation, testing, commissioning & maintenance of the following hardware, software & services at Purvanchal Bank site in \_\_\_\_\_ (hereinafter referred to as `the said agreement')

<details of equipment that supplied to be filled in table>

and it has been agreed that a payment of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) will be made to the vendor representing balance 10% of the consideration amount against the security of a BANK GUARANTEE from a Scheduled Commercial Bank

2. Now this deed of guarantee witnesseth that in consideration of PURVANCHAL BANK agreeing to release a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) representing balance 10% of the consideration amount payable to the vendor in \_\_\_\_\_ (Bank \_\_\_\_\_) terms of, the said agreement, we \_\_\_\_\_ having our head office at \_\_\_\_\_ and amongst other places, a branch at \_\_\_\_\_ (hereinafter referred to as the guarantor) do hereby expressly, irrevocably and unreservedly agree and undertake that :

a) In the event of vendor committing breach of any of the undertakings or committing default in fulfilling any obligation arising out of said agreement, we \_\_\_\_\_ (Bank) shall on demand, pay PURVANCHAL BANK without any demur Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and notwithstanding any right the vendor may have against PURVANCHAL BANK or any disputes raised by the vendor or any suit or proceedings pending in any competent Court of Law in India or otherwise or before any arbitrator, and PURVANCHAL Bank's written demand shall be conclusive evidence to us that such amount is payable by us under the said contract and shall be binding in all respects on the Guarantor.

3. The Guarantor shall not be discharged or released from the aforesaid undertaking and guarantee by any agreement, variations made between PURVANCHAL BANK and the vendor, indulgence shown to the vendor by PURVANCHAL BANK with or without the consent and knowledge of the Guarantor or by any alterations in the obligations of the vendor by any forbearance whether as to payment, time performance or otherwise.



4. (a) This guarantee shall remain valid until (date which is 3 months after expiry of warranty period), or until discharged by PURVANCHAL BANK in writing.

(b) This guarantee shall be a continuing guarantee and shall not be revocable except with the previous written consent of PURVANCHAL BANK and save as aforesaid it will be in force until the vendor complies with its obligations hereunder.

(c) This Guarantee shall not be affected by any change in the constitution of the vendor by absorption with any other body or corporation or dissolution or otherwise and this guarantee will be available to or enforceable against such body or corporation.

5. In order to give effect to this guarantee, PURVANCHAL BANK will be entitled to act as if the guarantor were the principal debtor and the guarantor hereby waives all and any of its rights of surety ship.

6. This guarantee shall continue to be in force notwithstanding the discharge of the vendor by operation of law and shall cease only on payment of the full amount by the guarantor to PURVANCHAL BANK of the amount hereby secured.

7. This Guarantee shall be in addition to and not in substitution for any other guarantee or security for the vendor given or to be given to PURVANCHAL BANK in respect of the said contract.

8. Any notice by way of request and demand or otherwise hereunder may be sent by post or any other mode of communication to the guarantor’s address as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course by post and in proving such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of PURVANCHAL BANK that the envelope was so posted shall be conclusive.

9. These presents shall be governed by and construed in accordance with Indian Law. Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

b) This BANK GUARANTEE shall be valid up to (date which is 3 months after expiry of warranty period) and

c) We are liable to pay the guaranteed amount or any part thereof under this BANK GUARANTEE only and only if you serve upon us a written claim or demand on or before \_\_\_\_/\_\_\_/20\_\_ (three months after the date of expiry of the warranty) .

d) The guarantor has under its constitution powers to give this guarantee and Shri \_\_\_\_\_ (signatories) Officials/Managers of the Bank who has/have signed this guarantee has/have powers to do so.

Dated this..... day of..... 201 at.....

For and on behalf of..... (Bank)

Authorized Signatory..... in favour of the Bank

Designation.....

An amount is to be inserted by the Bank or financial institution representing the amount of the Advance Payment.



## ANNEXURE - 5.4.3

**PERFORMANCE BANK GUARANTEE FORMAT****(TO BE STAMPED AS AN AGREEMENT)**

**THIS PERFORMANCE BANK GUARANTEE AGREEMENT** executed on this.....day of .....201.... by ..... (name of the Bank ) having its Registered Office at .....and its Branch at.....(hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) **IN FAVOUR OF Purvanchal Bank** a Statutory Entity constituted under the Regional Rural Bank Act, 1976 having its Head Office at Buddh Vihar Commercial Scheme, P.O. New Shivpuri Colony, Gorakhpur (UP) hereinafter referred to as "**the Bank**" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).

## WHEREAS

The Purvanchal Bank having its Head Office at Buddh Vihar Commercial Scheme, P.O. New Shivpuri Colony, Gorakhpur (hereinafter called the 'Bank ') has invited quotations for supply of hardware, software and services,

1. It is one of the terms of invitation of applications that the applicant shall furnish a Performance BANK GUARANTEE for a sum of Rs...../-(Rupees .....only) as a Bid Security Performance Bank Guarantee.
2. M/s. \_\_\_\_\_, our constituent, intends to submit the Bid Security Performance Bank Guarantee for the said empanelment and requested us to furnish guarantee to the 'Bank ' in respect of the said sum of Rs...../-(Rupees .....only).

**NOW THIS GUARANTEE WITNESSETH AS FOLLOWS WITHOUT ANY DEMUR**

1. We \_\_\_\_\_ (Bank), the Guarantors, do hereby irrevocably & unconditionally agree and undertake to the Purvanchal Bank their Successors, Assigns that in the event of the Purvanchal Bank coming to the conclusion that the vendor (pl. mention the name in bracket) have not adhered to the terms and conditions of the 'Bank ' or committed a breach thereof, which conclusion shall be binding on us as well as the said vendor, we shall on demand by the **Purvanchal Bank** pay without demur to the Purvanchal Bank a sum of Rs...../-(Rupees .....only) or any lower amount that may be demanded by the Purvanchal Bank Our guarantee shall be treated as equivalent to the Security.

Deposit for the due performance of the obligations of the vendor under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs...../-(Rupees.....only)

2. We also agree to undertake to and confirm that the sum not exceeding Rs...../-(Rupees .....only)



as aforesaid shall be paid by us without any demur or protest, merely on demand from the Purvanchal Bank on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence in this regard. The notice from the Purvanchal Bank shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the Purvanchal Bank within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the Purvanchal Bank under this guarantee shall be independent of the agreement or other understandings, whatsoever, between the Purvanchal Bank and the vendor.

This guarantee shall not be revoked by us without prior consent in writing of the Purvanchal Bank

We hereby further agree that-

- (a) Any forbearance or omission on the part of the Purvanchal Bank in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and / or hereunder or granting of any time or showing of any indulgence by the Bank of India to the vendor or any other matters in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance by the vendor of their obligations and in the event of their failure to do so, by payment by us  
Of the sum not exceeding Rs...../  
(Rupees.....only)
- (b) Our liability under these presents shall not exceed the sum of Rs...../-  
(Rupees .....only)
- (c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- (d) This Guarantee shall not be affected by any infirmity or absence or irregularity in the execution of this Guarantee by and / or on behalf of the Guarantor or by merger or amalgamation or any change in the Constitution or name of the Guarantor.
- (e) The guarantee shall not be affected by any change in the constitution of Purvanchal Bank or Service Provider or winding up / liquidation of Service Provider, whether voluntary or otherwise.
- (f) This guarantee shall remain in force upto **31<sup>st</sup> Dec, 2021** provided that if so desired by the Purvanchal Bank, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- (g) Our liability under these presents/guarantee shall remain in force till ----/ --- /----- unless these presents are renewed as provided hereinabove on the ----- or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the Purvanchal Bank alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within four months from the date or any extended period, all the rights of the Purvanchal Bank against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.



(h) The liability of the Guarantor under this Security Performance BANK GUARANTEE shall not be affected by –

- i. Insolvency or winding up of the Bidder or absorption, merger, acquisition or amalgamation of the Bidder with any other Company, Corporation or concern; or
- ii. Insolvency or winding up of the Guarantor or absorption, merger, acquisition or amalgamation of the Guarantor with any other Company, Corporation or concern; or change in the constitution structure or management of the Guarantor
- iii. any change in the management of the Bidder by takeover of the management of the Bidder by the Central or State Government or by any other authority; or
- iv. any change in the constitution/structure or management of the Bank or
- v. any dispute between the Bidder and the Bank

(i) This guarantee shall be governed by Indian Laws and the Courts at **GORAKHPUR**, India alone shall have the jurisdiction to try & entertain any dispute arising out of this guarantee.

Notwithstanding anything contained herein:

- (a) Our liability under this BANK GUARANTEE shall not exceed Rs...../- (Rupees .....only)
- (b) This Bank Guarantee shall be valid upto...../...../20.....
- (c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ...../...../20..... (date which is 3 months after date mentioned at (b) above.

Yours faithfully,

For and on behalf of Bank

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Authorized official





## ANNEXURE - 5.5

**MANUFACTURERS'/PRODUCERS' AUTHORIZATION FORM**

No.

Date: \_\_\_\_ / \_\_\_\_ /20 \_\_\_\_

To:

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Dear Sir:

**Ref: RFP No.PURVANCHAL BANK :xx:xx dated dd/mm/yyyy**

We, who are established and reputable manufacturers / producers of \_\_\_\_\_ having factories / development facilities at (*address of factory / facility*) do hereby authorize M/s \_\_\_\_\_ (*Name and address of Agent*) to submit a Bid, and sign the contract with you against the above Bid Invitation.

2. We hereby extend our full guarantee and warranty for the Solution, Products and services offered by the above firm against this Bid Invitation.

3. We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Vendor :

- (a) Such Products as the Bank may opt to purchase from the Vendor, provided, that this option shall not relieve the Vendor 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.
  - (iii)

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

Yours faithfully,

(Name of Manufacturer / Producers)

*Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The Bidder in its Bid should include it.*

**ANNEXURE - 5.6**

**PROFORMA OF CERTIFICATE TO BE ISSUED BY THE BANK AFTER SUCCESSFUL COMMISSIONING AND ACCEPTANCE OF THE HARDWARE / SOFTWARE / SERVICES**

Date: \_\_\_/\_\_\_/20\_\_\_

M/s.

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Sub: **Certificate of commissioning of Solution**

1. This is to certify that the products / equipment as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) in accordance with the Contract/Specifications. The same has been installed and commissioned.

a) Bid No. . . . \_\_\_\_\_ Dated \_\_\_\_\_

b) Description of the Solution \_\_\_\_\_

c) Quantity \_\_\_\_\_

d) Date of commissioning \_\_\_\_\_

e) Date of acceptance test \_\_\_\_\_

2. Details of products not yet supplied and recoveries to be made on that account:

| <u>S.No.</u> | <u>Description</u> | <u>Amount to be recovered</u> |
|--------------|--------------------|-------------------------------|
|--------------|--------------------|-------------------------------|

3. The acceptance test has been done to our entire satisfaction and Staff have been trained to operate the Product.

4. The Vendor has fulfilled his contractual obligations satisfactorily\*

or

The Vendor has failed to fulfill his contractual obligations with regard to the following:

(a)

(b)

(c)

5. The amount of recovery on account of non-supply of Products is given under Para No. 2.



- 6. The amount of recovery on account of failure of the Vendor to meet his contractual obligations is as indicated in endorsement of the letter.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation with stamp \_\_\_\_\_

\_\_\_\_\_

\* Explanatory notes for filling up the certificates:

- (a) The Vendor has adhered to the time schedule specified in the contract in dispatching the Products / Manuals pursuant to Technical Specifications.
- (b) The Vendor has supervised the commissioning of the solution in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the Product.
- (c) Training of personnel has been done by the Vendor as specified in the contract.
- (d) In the event of Manuals having not been supplied or installation and commissioning of the Solution having been delayed on account of the Vendor, the extent of delay should always be mentioned.

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**ANNEXURE - 5.7**

**TENTATIVE LIST OF LOCATION DETAILS**

1. Micro ATMs - Delivery location – Buddh Vihar Commercial Scheme, P.O. New Shivpuri Colony, Gorakhpur (UP) 273016 and to be installed at branches of PURVANCHAL BANK.

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