

**THE PUNE DISTRICT CENTRAL CO-OPERATIVE BANK LTD.**



**INFORMATION TECHNOLOGY DEPARTMENT  
HEAD OFFICE: Pune District Central Co-op. Bank Ltd.,  
4 B , B. J. Road, Pune.  
Pin – 411001**

**REQUEST FOR TECHNICAL & COMMERCIAL QUOTATION (RFQ) FOR  
Supply, Installation & Maintenance  
Of  
MicroATM & Allied Software  
(As per UIDAI 1.5. MicroATM Standard 1.5.1 – IBA-IRDBT Standard)**

REF NO. : PDCC/IT-RFQ/2023-24/01

RELEASE DATE: 13/05/2023

PARTICULARS	DEADLINE
Last date of submission of the Technical and Commercial bid	23/05/2023 up to 3:00 PM
Last date of submitting pre bid queries	16/05/2023 up to 3:00 PM
Date, Time and Venue for Pre-bid Meeting	17/05/2023 – 3:00 PM HEAD OFFICE: Pune District Central Co-Op. Bank Ltd., B 4, B. J. Road, Pune. Pin – 411001
Date of opening of the Technical Bids	31/05/2023 – 3:00 PM
Date of Opening of Commercial Bids	Date will be communicated to technically qualified bidders.
Fee for RFQ document (non-refundable by Demand Draft in the name of “Pune District Central Cooperative Bank Ltd.”	<b>Rs.11,800.00</b> (Rupees Eleven Thousand Eight Hundred Only) including GST
Bank email id for RFQ-related communication	Mr. Vijay Pawar (DGM IT) Contact No: 020-26304100, 26133833 <a href="mailto:vijay.pawar@pdccbank.com">vijay.pawar@pdccbank.com</a>

### Disclaimer

The information contained in this scope document, or any information provided subsequently to the bidder(s) whether verbally or in documentary form by or on behalf of the Bank is provided to the bidder(s) on the terms and conditions set out in this scope document and all other terms and conditions subject to which such information is provided. This scope is neither an agreement nor an offer and is only an invitation by the Bank to the interested parties for submission of bids. The purpose of this scope is to provide the bidder(s) with information to assist in the formulation of their proposals. While effort has been made to include all information and requirements of the Bank with respect to the solution requested, this scope does not claim to include all the information each bidder may require. Each bidder should conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this RFQ and wherever necessary obtain independent advice. The Bank makes no representation or warranty and shall incur no liability under any law, statute, rule or regulations to the accuracy, reliability or completeness of this RFQ. The Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this scope.

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## 1. Introduction

In furtherance to the development of the co-operative movement in the district, the need for establishment of separate machinery for the distribution of finance in the rural areas was felt vigorously & hence the district central co-op banks came into existence as a Central Finance Agency to meet the financial requirement of the various co-operative in the district. The co-operative societies act gave birth to many co-operative institutions, hence Pune District Central Co-operative Bank (PDCCB), Pune (hereafter referred to as “the Bank”), came into existence on 4th SEPT.1917 with the vigorous efforts taken by late Shri.N.C. Kelkar. Now the bank is having its registered office at 4 B, B. J. Road, Pune 411 001. The Bank is also having Banking License No. RPCD Bombay 62 C, dated 16/3/1995 from Reserve Bank of India to transact Banking business.

The bank has a rich history in as much as its first Chairman Late Shri.N.C. Kelkar a renowned litterateur and social worker. Able leadership was subsequently provided by eminent personalities the Late Dr. D.R. Gadgil, the father of co-operative movement in India, Shri. L.B. Bhopatkar leading lawyers of Pune V.G.Kale economist. Now the Bank is running under the dynamic leadership of Deputy Chief Minister Shri. Ajit Anantrao Pawar and speaker Maharashtra Legislative Assembly Shri. Dilip Dattatraya Walse-Patil, who has taken drastic decision of implementation of Core Banking System in the Pune District Central Co-Op. Bank to compete in the changing business scenario.

The bank presently has 294 branches across the Pune district. These branches are controlled through 15 divisional offices. All the branches are covered in the Enterprise-Wide Network of Core Solutions (CBS). The Bank has its own sophisticated Data Centre in its Head Office & DR Center at Amaravati, Vijayawada.

This tender is meant for the exclusive purpose of bidding as per the terms and conditions and scope of work indicated. It shall not be transferred, reproduced, or otherwise used for purposes other than for which it is specifically issued.

## 2. Detailed Scope of Work

This section provides an inventory of the services required by the Client. The scope of this RFQ covers the delivery, installation, and maintenance of the following as given below:

Bid Area	Brief Description
<p>Supply, Installation, Commissioning and Maintenance of MicroATM with End-to-End Solution for MicroATM Project as per the scope mentioned in Annexure 14 with latest or UIDAI 1.5. MicroATM v1.5.1- IBA-IDRBT standard which includes Account Based Transactions – on us (Financial, Non-Financial), Card Based Transactions – on us, off us (Financial, Non-Financial), Biometric transactions on us, off us (Financial, Non-Financial), Financial Inclusion.</p>	<p>PDCC Bank is planning to procure 300+ MicroATM with latest Android OS devices enabled with biometric Finger Print capturing/reading scanners as well as mag-strip and EMV card swapping readers as per the standards &amp; specifications of MicroATM and Standard track1-track2 based magnetic strip card reader, Contactless, Swipe EMV Card Reader with PCI-PTS 5.0 and above, EMV,L1 and L2, CE, RoHS, RuPay, Paypass, Paywave, mini-Printer, Bluetooth, 4G/5G enabled, Wi-Fi, NFC and PIN Pad as issued by the IBA/IDRBT/UIDAI/RBI/GOI with capacity of scanning/reading FPS/Card-details of bank customers thereby enabling basic banking services and interface for AEPS &amp; E-KYC (in Future) to the Bank’s customers through the deployed MicroATMs at the bank specific locations. Bank may extend/reduce the order for more / less number of devices depending on any further requirement.</p>

1. The bidder shall supply, install, configure, test, commission & provide annual maintenance/technical support for MicroATM along with allied software to meet the functional and technical requirements as mentioned in Annexure 14 Functional and Technical Specification of MicroATM.
2. The bidder is required to provide the commercial as per Annexure 15- Commercial Bill of Material.
3. Bidder has to provide a front-end client application for the device & the same is to be integrated/interface with the bank’s Trust Bank CBS Core Banking Application, Euronet ATM Switching solution and IMPS switching solution provided by InfracsoftTech. Also, the bidder has to support for any integration of any other necessary application software solution with Biometric application system, ATM Switch as well as with Gateway systems of NPCI/UIDAI or any other Govt. organization as specified by Bank time to time within a project tenure without any additional cost to the Bank.
4. Bidder is responsible to provide the MDM Tool from the OEM without any additional cost to the Bank.
5. Bidder is responsible for RD Services, Certifications or any requirements for AEPS as per guidelines issued by UIADI or any statutory authority within a project tenure without any additional cost to the Bank.
6. MicroATM machines should be with latest Android OS, Extractor (STQC Certified), magnetic strip card reader, Contactless, Swipe EMV Card Reader with PCI-PTS 5.0 and above, EMV, L1 and L2, CE, RoHS, RuPay, Paypass, Paywave Mini-Printer, Bluetooth, 4G/5G enabled, Wi-Fi, NFC, and PIN Pad. Pin Pad should be PCI PTS 4.0 certified which is tamper-proof.
7. The bidder has to ensure that the MicroATM device has Biometric Scanner and should be certified by STQC (Reference: -MicroATM standards version 1.5.1 and any subsequent versions)
8. The MicroATM device should be compliant with version 1.5.1, or its latest revision as prescribed by IDRBT / RBI / NPCI / UIDAI / IBA / any statutory authority.
9. The MicroATM must be fully compliant with extant standards (API & STQC) & other certifications of UIDAI and

should be robust enough to conform & upgrade to the changes mandated by UIDAI from time to time.

10. The MicroATM application should comply with FIR-FMR Single PID block in Aadhaar based biometric / Finger Print Authentication.
11. The MicroATM should be compatible with PA-DSS-certified software. The Bidder should quote the commercials including development costs and certification costs.
12. The MicroATM devices supplied should support & be capable of processing both On-us and Off-us transactions of the bank as per RBI instructions and relevant guidelines.
  - On-us transactions be processed internally as within the Bank.
  - Off-us transactions be routed through multi-layer gateway/switches for payment and settlement.
13. Bidder has to upgrade/patch/install/re-install application as required by Bank on MicroATM to perform basic banking services and interface for AEPS transactions and PIN-based RuPay (EMV) card transactions. Bidder has to install/re-install certificated/security key on MicroATMs.
14. eKYC is currently not in scope but Bank may require in-project tenure without any additional cost to the Bank. The base application should be capable enough for future requirements.
15. Any customization of application software / Biometric Software that is required to be carried out during the UAT and post-Go-Live up to **one year** inclusive of any functionalities, reports suggested by the Bank on time to time at no additional cost to the Bank.
16. Accessories required, if any, during installation, testing, commissioning of the supplied equipment will be arranged by the bidder.
17. For the proposed MicroATM devices, the bidder will be required to provide comprehensive warranty for Three years and 4<sup>th</sup> and 5<sup>th</sup> year AMC. The bidder should maintain an uptime of 99% on a monthly basis.
18. Selected / Successful Bidder to deliver the Micro ATM Devices with installed necessary applications at respective locations of the bank. The details for the distribution shall be shared with the selected bidders. The bank will be deploying these devices across various locations in the Pune region and the vendor needs to provide for installation, configuration, commissioning, training, repair, maintenance and replacement support with defined uptime to be mutually decided and mentioned in the service level agreement.
19. The bidder should give undertaking to provide service within 48 hours at all locations where Micro ATMs are deployed.
20. The bidder should deploy 2 FMS (L1&L2) resources at PDCC Bank HO level for technical and application support till the project tenure.
21. The bidder should have exclusive support infrastructure for timely maintenance of secured biometric scanners/readers, magnetic strip card readers, Contactless, Swipe EMV Card Readers installed in the deployed MicroATM at installed locations.
22. The bidder should have to provide efficient and effective support for MicroATM and related Allied Software in time and for that bidder has to provide dedicated two resources in Banking hours at HO/any other location suggested by Bank time to time.
23. Bidder can collaborate with 3rd party solution providers for scaling and future requirements with a partner having relevant domain and technology experience. All relevant collaboration details must be disclosed during the initial bid.
24. The bidder should guarantee that the MicroATM delivered to the Bank are brand new, including all components. In the case of software, the bidder should guarantee that the software supplied to the Bank is licensed and legally obtained. All hardware and features must be supplied with their original and complete printed documentation.

25. The bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights, etc. or such other statutory infringements in respect of MicroATM and allied applications.
26. The entire MicroATM device including its accessories etc. shall be under Comprehensive Onsite Warranty covering all parts, maintenance or support for its proper implementation, performance and output as specified in the scope document for a Period of **36 months** from the Date of satisfactory implementation of the MicroATM and Certified by the Bank along with **4<sup>th</sup> and 5<sup>th</sup> year AMC**. The Bidder must maintain additional / standby 5 devices in each Taluka for better support and services.
27. The supplied MicroATM shall be free from defective material and workmanship and any shortfall/defect that may appear/be detected within 36 months from the date of site acceptance, which in the opinion of the Bank has arisen from bad design, material and/or workmanship, shall upon intimation to the bidder, be made good at the bidder's own risk within 3 days.
28. Commercial for Non TCO items of Micro ATM devices are valid for next 2 years from the date of execution of contract.
29. During the said warranty period of 36 months and AMC period of 4<sup>th</sup> and 5<sup>th</sup> year, the bidder shall without any extra cost, carry out all routine and special maintenance of the MicroATM and attend to any difficulties/effects/replacements that may arise in the implementation of the system.
30. The allied application should be 1 year comprehensive warranty and the 2<sup>nd</sup> , 3<sup>rd</sup> , 4<sup>th</sup> & 5<sup>th</sup> year ATS will be charged separately as per the commercial bill of material. During these five years tenure, the bidder is responsible to provide for any updates, upgrades, patches, changes in statutory requirements, new statutory requirements, and bug fixation without any additional cost.
31. The bidder must specify/share the list of components which are covered and not covered in comprehensive warranty under technical response.
32. The bidder must provide the additional commercials if any of the part which is not covered in comprehensive warranty.
33. The bidder shall supply along with each MicroATM ordered, all the related documents and necessary media of the software loaded in the machine without any additional cost. The media and documents shall be in English. These will include but not restricted to User Manual, Operation Manual, Other Software and Drivers etc.
34. Bidder to propose infrastructure along with licenses requires to smooth run of the MicroATM Project from Bank's DC and DR.
35. Bidder to provide good quality outdoor use water resistant bag (including shoulder strap) for keeping the MicroATM.
36. The draft agreement also part of this scope document for bidder's knowledge. PDCC Bank will be finalizing the same with the final shortlisted bidder immediately after issuance of award letter.
37. The SIM card should be in the name of bank and the monthly rental should be paid by the bank at actuals. The service provider should raise invoice in the name of bank. The bidder is responsible to coordinate with the service provider and bank for the same.
38. The bidder is required to provide all the software & corresponding licenses such as application software for handheld & servers (DC & DR), RDBMS (if any) and middleware (if any) etc. as part of the bid & commercials.
39. The bidder is required to clearly specify the hardware requirement which will be required for hosting the applications at DC & DR. Bank will procure separately from its existing SI or any other vendor and handover the same to the bidder post OS installation for installation of the application. In case any security device is

required for the application the bidder is to specify the same also.

The bidder is required to specify the required hardware with all the details including:

- Make & model.
- Quantity.
- Technical specification; and
- Operating System
- Sizing methodology.

**Note:** The MicroATM should have the BIS certification (Bureau of Indian Standards).

## 2.1 Training

- a. The successful bidder will be responsible for training the designated bank employees in the areas of parameterization, operations, management, error handling, system administration, etc. End application users would be trained through the train-the-trainer model.
- b. The bidder is responsible to arrange the training as per Bank's agreed schedule and specified location. Bidder is responsible to pay charges towards food and location / premises etc.
- c. The core team training will include functional as well as technical training and shall be considered within the scope of the bidder. The core team is expected to include 20 personnel from the bank. These personnel would include the core technical team, the core functional team, the core support team, and the trainers for the proposed application landscape.
- d. The successful bidder shall also expect to conduct a 1-day workshop for the management of the bank. This workshop should introduce the management to capabilities and functionalities of the implemented solution.
- e. About activities under the scope of the bidder in this Tender; the bidder needs to provide a comprehensive training methodology document and the training should cover at least the following areas:
  - Functionality available in the solution
  - Customization development
  - Parameterization
  - Advanced user training
  - Advanced trouble shooting techniques
  - Techniques of generating various MIS reports from the solution provided
  - Deployment at current branches, new branches and BC
  - Log analysis and monitoring
  - Incidence analysis and reporting
- f. Usage of the hardware device & basic troubleshooting
- g. The training will be held at bank's training centers, regional offices or head office locations specified by the Bank. The bidder is required to propose the batch size as well as the training duration. However, Bank can ask the bidder to modify the same at no cost to the bank if the duration/ batch size is not deemed adequate by the bank.





- h. The successful bidder can use the training infrastructure at bank's training centers and the IT infrastructure available at these training centers. The bidder is expected to set up the required infrastructure (including the client desktops) at the various training centers of the bank for the purpose of training. The bank shall not pay any additional amounts to the bidder for the same.
- i. The successful bidder will be responsible for providing the users with the requisite training material (for functional training, technical training, end-user training material, job card and other relevant material) in both hard and soft copies at least for the core team and to train the trainers. The onus of preparing the training material will be on the Bidder.
- j. The successful bidder will be responsible for preparing, circulating, and collecting training feedback forms from the participants.
- k. The feedback forms will be prepared by the bidders, reviewed, and given to the bank. The changes, if any, suggested by the bank or its consultants, should be incorporated and implemented by the bidder.
- l. The successful bidder will provide a detailed training methodology & schedule to the bank for review and sign-off prior to the commencement of the training.
- m. The successful bidder will be responsible for providing ongoing training at defined intervals (every year at least 3 days) to the identified bank personnel.



### 3. Eligibility Criteria

Sr. No.	Eligibility Criteria	Documents to be Provided
1	Bidder should be a legal entity registered in India, since last 3 (Three) years under Indian Companies Act 1956 or partnership act 1932.	<ul style="list-style-type: none"><li>• Certificate of Incorporation/Partnership deed and other Documentary evidences to be attached</li></ul>
2	Bidder should have a minimum average Annual Turnover of INR 8 Crores in the last three financial years (2019-20,20-21 and 21-22)	<ul style="list-style-type: none"><li>• Audited Balance Sheet and Profit and Loss Account Statement for last three years.</li><li>• Statutory Auditor Certificate or Certificate from the Company Secretary/Chartered Accountant of the Agency clearly specifying the Annual Turnover for the specified years.</li></ul>
3	The bidder should be a Profit-making company for last three (3) financial years (2019-20,20-21 and 21-22).	<ul style="list-style-type: none"><li>• Audited Balance Sheet and Profit and Loss Account Statement for last three years.</li><li>• Statutory Auditor Certificate or Certificate from the Company Secretary/Chartered Accountant of the Agency clearly specifying the Profit for the specified years.</li></ul>
4	The Bidder should not have been blacklisted by any of the Ministry/ Department of Government of India/ State Governments and also neither convicted nor is any criminal case pending against it before any court of competent jurisdiction	<ul style="list-style-type: none"><li>• Self-declaration by competent authority of the bidder</li></ul>
5	The Bidder(s) must have valid GST Registration allotted by the respective authorities.	<ul style="list-style-type: none"><li>• Copy of the Certificate of GST Registration should be enclosed</li></ul>
6	The proposed MicroATM must be compliant (UIDAI/ NPCI/IBA/IDRBT/ 1.5.1, standards or latest version compliant with regulatory standards) and Biometric Scanner integrated in MicroATM Device should be certified by STQC.	<ul style="list-style-type: none"><li>• Furnish STQC certificate &amp; document of UIDAI Standards compliance of MicroATM Devices, Biometric Scanner, MicroATM Client Application.</li></ul>
7	The bidder should be an Original Equipment Manufacturer (OEM) or their authorized representative in India. In the case of an Authorized Representative, a letter of authorization (MAF) should be submitted along with a technical bid.  Note: If OEM participates in the RFP process, their authorized partner is not allowed to bid, and the bid will be rejected.	<ul style="list-style-type: none"><li>• Manufacturing Authorization Form (MAF) should be submitted as per Annexure-2</li><li>• Brochures and data sheets along with the proposed product (Micro ATM) should be submitted</li></ul>



8	The bidder should have prior experience of Supply, Installation, Implementation, Configuration, Commissioning of minimum 400 Micro ATMs along with MicroATM Application in at least one District Central Cooperative Bank in India	• Credentials from clients in form of purchase orders / contract / credential letters etc. has to be provided.
9	The bidder should have prior experience in maintenance of the MicroATM (Android OS) application along with Allied Software in at least one District Central Co-operative Bank in India.	• Credentials from clients in form of purchase orders / contract / credential letters etc. has to be provided.

Note: bidder who do not fulfil to all the above eligibility criteria will not be considered for technical evaluation and shall be summarily rejected without any separate notice or assigning any reason whatsoever.

## 4. Evaluation Process

The competitive bids shall be submitted in three stages:

- Stage 1 – Eligibility criteria
- Stage 2 – Technical Bid
- Stage 3 – Commercial Bid

### 4.1 Objective of Evaluation Process

- a) The objective of the evaluation process is to evaluate the bids to select an effective and right fit solution at a competitive price. The evaluation by PDCC Bank will be undertaken by an Internal Committee formed by PDCC Bank. PDCC Bank may also engage External Experts/ Consultants on the evaluation process. The decision of the committee shall be final.
- b) Each recipient acknowledges and accepts that PDCC Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of a solution, not limited to those selection criteria set out in this RFQ document.
- c) Through this RFQ, PDCC Bank aims to select a bidder/ application provider who would undertake the supply, implementation and maintenance of the required solution. The bidder shall be entrusted with end-to-end responsibility for the execution of the project under the scope of this RFQ. The bidder is expected to commit to the delivery of services with performance levels set out in this RFQ in Annexure 3: Service Levels Agreement

### 4.2 Normalization of Bids

The Bank will go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that such normalization has a bearing on the commercial bid; the Bank may at its discretion ask all the technically shortlisted bidders to resubmit the updated technical and commercial bids for scrutiny. The Bank can repeat this normalization process at every stage of technical evaluation till the Bank is reasonably satisfied. The bidders agree that they have no reservations or objections to the normalization process and all the technically short-listed bidders will, by responding to this RFQ, agree to participate in the normalization process and extend their cooperation to the Bank during this process. The bidders, by submitting the response to this RFQ, agree to the process and conditions of the normalization process. Any non-compliance to the normalization process may result in disqualification of the concerned bidder.

PDCC may drop any solution or hardware during normalization period prior to finalization of order or delay its procurement at Bank's sole discretion. For delayed implementation of an application cost of FM warranty & ATS etc. will be calculated on pro-rata basis for the remaining contract period of bidder.

Bank may call for any clarifications/ additional particulars required, if any, on the technical/ commercial bids submitted. The bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The bidder's offer may be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time. Bank reserves the right to call for presentation(s), product walkthroughs, on the features of the solution offered etc., from the bidders based on the technical bids submitted by them. PDCC Bank also reserves the right to conduct reference site visits at the bidder's client sites. Based upon the final technical scoring, shortlisting would be made of the eligible bidders for final commercial bidding.

### 4.3 Technical Bid Evaluation

PDCC Bank may call for any clarifications/ additional particulars required, if any, on the technical bids submitted. The bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The bidder’s offer may be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time. PDCC Bank reserves the right to call for presentation(s), product walkthroughs/demonstrations, on the features of the solution offered, etc. from the bidders based on the technical bids submitted by them. Technical Evaluation Process

The Technical Proposals of only those bidders shall be evaluated who have satisfied the eligibility criteria of the bid. PDCC Bank may seek clarifications from any or each bidder as a part of the technical evaluation. All clarifications received within the stipulated time shall be considered for evaluation. In case clarification is not received within the stipulated time, the respective technical parameter would be treated as non-compliant, and the decision to qualify the bidder shall be accordingly taken by PDCC Bank.

The proposal submitted by the bidders shall, therefore, be evaluated on the following criteria:

Parameter	Maximum Score
Functional and Technical Requirements Evaluation	40
Bidder’s capability & experience	30
Technical Presentation and Product Demonstration	20
Site Visit or Client Feedback	10
<b>Total</b>	<b>100</b>

Bidder should ensure that any critical non-compliance against Annexure 14 - Functional & Technical Specifications may lead to disqualification.

**Bidders scoring a minimum score of 70% i.e., an overall score of 70 marks or more will be declared technically qualified.**

Detailed Technical Evaluation Parameters:

S. No.	Technical Evaluation	Evaluation Approach
1	Compliance to Functional & Technical requirements	<p>The Bidder is required to submit the compliance to Annexure 14- Functional &amp; Technical requirements. <b>(Max 40 Marks)</b></p> <p>Note:</p> <ul style="list-style-type: none"> <li>• Deviations and non-conformance to requirements in the RFQ shall be lead to reduction in score</li> </ul>



		<p>Unreasonable scope limitations which defeat the purpose of this RFQ shall lead to reduction in scores or even possibility of disqualification of the bidder. This will be at the sole discretion of PDCC.</p> <ul style="list-style-type: none"><li>• Bidder to score 70% (cut-off marks) against Functional Specification and 100% against Technical Specification (No Deviation)</li><li>• The total marks of the annexure will be scaled down on a scale of 40 marks.</li></ul>
2	Bidder's capability & experience	<p>The bidder should have prior experience in the Supply, Installation, Implementation, Configuration, and Commissioning of a minimum of 400 MicroATM along with MicroATM Applications in at least one District Central Co-operative Bank in India.</p> <p>1. <b>15 Marks:</b> If the bidder provides credentials for the Supply, Installation, Implementation, Configuration, and Commissioning of more than 400 MicroATM devices in two or more than two District Central Co-operative Banks in India</p> <ul style="list-style-type: none"><li>• <b>10 Marks:</b> If the bidder provides credentials for the Supply, Installation, Implementation, Configuration, and Commissioning of a minimum of 200 MicroATM devices in at least one District Central Co-operative Bank in India.</li></ul> <p>2. <b>15 Marks:</b> If the bidder provides credentials for the Supply, Installation, Implementation, Configuration, and Commissioning of the MicroATM Application in two or more than two District Central Co-operative Banks in India</p> <ul style="list-style-type: none"><li>• <b>10 Marks:</b> If the bidder provides credentials for Supply, Installation, Implementation, Configuration, and Commissioning MicroATM Application in at least one District Central Co-operative Bank in India.</li></ul> <p><b>(Maximum Marks 30)</b></p>



3	Technical Presentation and Product Demonstration	<p>All eligible bidders will be required to make presentations to supplement their bids, showcase overall solution proposed. PDCC will schedule presentations and detailed product walkthrough/demonstrations which shall showcase the functionalities of the proposed solution in a real time environment. The date, time and location for presentation and product walkthrough/demonstration will be communicated to the bidders. Failure of a bidder to complete a scheduled presentation to PDCC may result in rejection of the proposal.</p> <p>Bidder is expected to cover the following point in its presentation:</p> <ul style="list-style-type: none"><li>• Understanding of the project</li><li>• Bidder's capability</li><li>• Approach and Methodology</li><li>• Project delivery plan</li></ul> <p><b>(Maximum Marks 20)</b></p>
4	Site Visit	<p>PDCC would carry out reference site visits and collect feedback with the existing customers of the bidder. The inputs that have been received from the customer would be considered by PDCC and this might not need any documentary evidence. This rating would be purely on the inputs (like satisfaction of the organization of the product, timeliness of implementation, promptness of support services etc.) provided by the bidder's customers and accordingly score would be assigned to bidder.</p> <p>PDCC at its discretion may reject the proposal of the bidder without giving any reasons whatsoever in case the responses received from the site visits are negative.</p> <p>The bidder would be required to coordinate for such interactions. However, the bidder would not be allowed to be party to the discussion between PDCC &amp; the bidder's clients.</p> <p><b>(Maximum Marks 10)</b></p>



### 4.3 Commercial Bid Evaluation

It may be noted that commercial bids will be subjected to following evaluation process. Only those bidders meeting the eligibility criteria will be considered for further stages of evaluation only those bidders scoring 70% (70 marks out of 100) or above in the technical evaluation will be short-listed for commercial evaluation.

The envelope containing the Commercial offers of only those Bidders, who are short-listed after technical evaluation, would be opened. The format for quoting commercial bid set out in Annexure 15 - "Commercial Bill of Material". The commercial offer should consist of comprehensive Cost for required solution. Bidder must provide detailed cost breakdown, for each and every category mentioned in the commercial bid. The Bank will determine whether the Commercial Bids are complete, unqualified, and unconditional. Technically qualified bidders will be required to participate in the commercial bid opening. Omissions, if any, in costing any item shall not entitle the Bidder to be compensated and the liability to fulfill obligations as per the Scope of the RFQ within the total quoted price shall be that of the Bidder.

#### Commercial Bid Evaluation Considerations

Commercial bid valuation shall be considered as below in case of any kind of discrepancy:

- a. If there is a discrepancy between words and figures, the amount in words shall prevail.
- b. If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail.
- c. Where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of PDCC Bank, there is an obvious error such as a misplacement of a decimal point, in which case the line-item total will prevail
- d. Where there is a discrepancy between the amount mentioned in the bid and the line-item total present in the schedule of prices, the amount obtained on totaling the line items in the Bill of Materials will prevail
- e. The amount stated in the correction form, adjusted in accordance with the above procedure, shall be considered binding unless it causes the overall price to rise, in which case the bid price shall prevail
- f. If there is a discrepancy in the total, the correct total shall be arrived at by PDCC Bank
- g. In case the bidder does not accept the correction of the errors as stated above, the bid shall be rejected.
- h. At the sole discretion and determination of PDCC Bank, PDCC Bank may add any other relevant criteria for evaluating the proposals received in response to this RFQ.
- i. During the process of technical/commercial evaluation, if PDCC Bank decides to withdraw any collateral item offered in the proposal, the commercial value of that item will be reduced from the commercial offer of all the bidders and TCO will be recalculated accordingly.
- j. PDCC Bank may drop any component of the proposed solution prior to the finalization of the order or delay its procurement at PDCC Bank's sole discretion.





- k. PDCC Bank may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.
- l. All liability related to non-compliance of this minimum wages requirement and any other law will be responsibility of the bidder.
- m. PDCC Bank shall not incur any liability to the affected bidder on account of such rejection.
- n. The commercials will be calculated till two decimal points only. If the third decimal point is greater than .005 the same shall be scaled up else, it shall be scaled down to arrive at two decimal points. PDCC Bank will make similar treatment for 4th or subsequent decimal point to finally arrive at two decimal points only.

#### 4.4 Evaluation Mechanism

##### Final Evaluation – Weighted Techno-Commercial Evaluation

The score(s) will be calculated for all technically qualified bidders using the formula: -

$$S = \left( 0.3 \times \frac{C_{\text{minimum}}}{C_{\text{quoted}}} \right) + \left( 0.7 \times \frac{T_{\text{obtained}}}{T_{\text{highest}}} \right)$$

(Minimum Commercial Quote/ Quoted Price) x30% + (Technical Score/Highest Technical Score) x 70%

(Technical will carry 70% weightage and Commercial will carry weightage of 30%)

Highest scores so obtained using the above method shall be declared L-1.

In case of tie-up in Techno-Commercial evaluation score, the bidder scoring highest technical score will be declared L-1 bidder.

**Bidder whose is declared L1 may be called for negotiation before awarding the contract. It may be noted that Bank will not entertain any price negotiations with any other bidder.**

The Bank reserves the right to float the RFQ again. The Bank shall not incur any liability to the bidder(s) on account of the reissue of RFQ. Bank shall not be obliged to inform the bidder(s) of the grounds for the Bank's rejection. The Bank reserves the right to modify any items of the scope of the RFQ. The RFQ may be reissued on account of the following.

- a) If none of the bidders qualify in the technical bid evaluation.
- b) If only one bidder qualifies in the technical bid evaluation.
- c) If the selected bidder fails to execute the Agreement within the time limit stipulated. Any decision in this regard by PDCC Bank shall be final, conclusive and binding on the bidders.

PDCC Bank may call upon the ultimate short-listed bidder to make a detailed presentation to the Bank's Board of Directors.



The L-1 vendor shall be decided based on the Techno-Commercial evaluation as mentioned in the RFQ document.

The bidder should quote costs for all the lines items as per commercial bid. The cost quoted also includes the cost of deliverables for all the phases of the Project.

If any vendor fails to quote against any of the services sought by the Bank, it will be presumed by the Bank that the cost of such items is included in the overall cost and will not accept any plea or excuse from the vendors later and such services have to be provided to the Bank without any extra cost along with all other services.



## 5. Instructions to the Bidders

### 5.1 Two-Bid System Tender

1. Bidders are required to submit the Eligibility Bid, Technical Bid and Commercial bid in physical form as per the submission timeline. The Language of Bid should be in English.
2. The bidder shall take care of submitting the Bid properly filed so that the papers are not loose. The Bids, which are not sealed as indicated above, may be liable for rejection.
3. The tender not submitted in the prescribed format or incomplete in any aspect is liable for rejection. PDCC Bank is not responsible for the non-receipt of bids within the specified date and time due to any reason including postal delays or Holidays.

### 5.2 Submission of Technical Bid

1. The Bidders shall submit the Technical Bid in a sealed envelope. If the bid is found to be not properly sealed, the bid is liable for rejection. The envelope containing the technical bid shall be marked as "TECHNICAL BID FOR Supply, Installation & Maintenance Of Micro ATM & Allied Software (As per UIDAI 1.5. Micro ATM Standard 1.5.1 – IBA-IDRBT Standard).".
2. All the formats need to be filled in exactly as per the proforma given in the Annexures and any deviation is likely to cause rejection of the bid.
3. PDCC Bank shall not allow/permit changes in the technical specifications once it is submitted.
4. The offer may not be evaluated by PDCC Bank in case of non-adherence to the format or partial submission of technical details as per the format given in the RFQ.
5. Non-submission or partial submission of the information along with the offer may result in disqualification of the bid of the concerned bidder.
6. The Technical Bid must not contain any price information.
7. The Technical Bid shall comprise of:

Sr.No.	Particulars	Annexure / Documents
1	Covering Letter for Eligibility cum Technical Bid and Commercial Bid	Annexure – 1
2	Manufacturer's Authorization Form	Annexure – 2
3	Service Level Agreement	Annexure – 3
4	Undertaking For MSME Benefits	Annexure – 4
5	Letter of Confirmation	Annexure – 5
6	Letter of Conformity with Hardcopy	Annexure – 6
7	Bidder's Information	Annexure – 7
8	Format of Pre-bid Query	Annexure – 8
9	Format for Performance Bank Guarantee	Annexure – 9
10	Non-Disclosure Agreement	Annexure – 10
11	Deviation Requested on the Terms & Conditions, Services and Facilities Provided	Annexure – 11
12	Reference Site Details	Annexure – 12
13	Authorization Letter	Annexure – 13
14	Functional and Technical Specifications	Annexure – 14
15	Commercial Bill of Material	Annexure – 15
16	Confirmation To Eligibility Criteria	Annexure – 16

8. The bidder shall also submit copy of the RFQ duly stamped and signed on each page by the



authorized official of the bidder's company.

9. The bidder should submit the required documents with proper index and page number on each page
10. The original and all copies of 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. All pages of the Bid except for un-amended printed literature shall be numbered serially and initialed and stamped by the person or persons signing the bid.
11. The bid shall contain no interlineations, erasures, or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
12. Soft copy (in CD/Pen Drive) of the complete technical bid shall also be submitted along with the hard copy.
13. In addition to the above marking, each envelope must be super-scribed with the following information:
  - a. RFQ Reference Number.
  - b. Name and Address of Bidder.

This will enable PDCC Bank to return the bid unopened in case it is declared unacceptable for any reason whatsoever.

14. All the inner and outer envelopes shall be addressed to PDCC Bank at the address given below:

**The Deputy General Manager (IT),  
HEAD OFFICE: Pune District Central Co-Op. Bank Ltd.,  
B 4, B. J. Road, Pune. Pin – 411001**
15. If any inner envelope is found to contain both technical and commercial bids, then that bid will be rejected summarily.
16. Telex, Cable, Facsimile, or E-mail Bids will not be accepted.

### 5.3 Submission of Commercial Bid

1. The Bidders shall submit the Commercial Bid in a sealed envelope. If the above bids are found to be not properly sealed, the bid is liable for rejection. The envelope containing the commercial bid shall be marked as: "Commercial Bid for Supply, Installation & Maintenance Of Micro ATM & Allied Software (As per UIDI 1.5. Micro ATM Standard 1.5.1 – IBA-IRDBT Standard)".
2. The bidder should certify that the contents of the CD/Pen drive are the same as that provided by way of hard copy. The letter format for the Bidder's declaration is given in Annexure 6: "Letter of Conformity with Hardcopy"
3. Please note that if any envelope is found to contain both technical & commercial offer, then that offer will be rejected outright.
4. The envelope must be super-scribed with the following information:
  - a. RFQ Reference Number.
  - b. Name and Address of Bidder.
5. Bidder are requested to submit the man days cost for customization effort as per Commercial Bill of Material which will be considered for overall TCO calculation. However, the same cost will be applicable as and when required basis during the tenure of the contract.



## 5.4 Performance Guarantee

The Bank will require the selected Bidder to provide a Performance Bank Guarantee, within 45 days from the date of acceptance of the order or signing of the contract whichever is earlier, for a value equivalent to 10% of the cost of the contract for the tenure of 5 years along with claim period of additional six months of the contract period i.e., **period of 66 months**. Performance Guarantee (with a claim period of additional six months) shall be kept valid till completion of the project and warranty/AMC period. The selected Bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and warranty period. In case the selected Bidder fails to submit a performance guarantee within the time stipulated, The Bank, at its discretion, may cancel the order placed on the selected Bidder without giving any notice. Bank shall invoke the performance guarantee/ Fixed Deposit in case the selected Bidder fails to discharge their contractual obligations during the period or Bank incurs any loss due to Bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.

## 5.5 Limitation of Liability

The aggregate liability of the vendor in connection with this Agreement, the services provided by the bidder for the specific scope of work document, regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise) and including any and all liability shall be the actual limited to the extent of the total contract value.

## 5.6 Indemnity

The bidder shall, at its own cost and expenses, defend and indemnify the bank against all third-party claims including those of the infringement of intellectual property rights, including patent, trademark, copyright, trade secret, or industrial design rights, arising from the performance of the contract.

The bidder shall expeditiously meet any such claims and shall have full rights to defend itself therefrom. If the bank is required to pay compensation to a third party resulting from such infringement etc., the bidder will bear all expenses including legal fees.

Bank will give notice to the bidder of any such claim and shall provide reasonable assistance to the Bidder in disposing of the claim.

The bidder shall also be liable to indemnify the bank, at its own cost and expenses, against all losses/damages, which the bank may suffer on account of violation by the bidder of any or all applicable national/ international trade laws. This liability shall not ensue if such losses/ damages are caused due to gross negligence or willful misconduct by the bank or its employees.

## 5.7 Intellectual Property Rights

The bidder claims and represents that it has obtained appropriate rights to provide the Deliverables and Services upon the terms and conditions contained in this bid.

The bidder shall be responsible at its own cost for obtaining all necessary authorizations and consents from third party licensors of Software used by bidder in performing its obligations under this Project.



If a third party's claim endangers or disrupts the Bank's use of the Deliverables, the bidder shall at no further expense, charge, fee or cost to the Bank, (i) obtain a license so that the Bank may continue the use of the Deliverables in accordance with the terms of this bid.

Bidder shall indemnify and keep fully and effectively indemnified the Bank from all legal actions, claims, or damages from third parties arising out of the use of software, designs or processes used by bidder or in respect of any other services rendered under this bid.

### **5.8 Patent Rights**

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

In the event of any claim asserted by the third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in India, the Bidder shall act expeditiously to extinguish such claims. If the Bidder fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Bidder of such claims, if it is made, without delay. The Bank will give notice to the bidder of any such claim without delay, provide reasonable assistance to the bidder in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

### **5.9 Force Majeure**

The bidder shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event beyond the control of the bidder and not involving the bidder'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, and quarantine restrictions.

If a Force Majeure situation arises, the bidder shall promptly notify the Bank in writing of such condition and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the bidder 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.

### **5.10 Bidder's Integrity**

The bidder 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.



### **5.11 Bidder's Obligation**

The bidder 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 bidder is responsible for managing the activities of its personnel or its representatives and will hold itself responsible for any misdemeanors. The bidder is under obligation to provide consultancy services as per the contract.

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

### **5.12 Information Ownership**

All information processed, stored, or transmitted by Vendor equipment belongs to the Bank. By having the responsibility to maintain the equipment, the vendor does not acquire implicit access rights to the information or rights to distribute the information. The vendor understands the civil, criminal, or administrative penalties may for failure or protect information appropriately.

### **5.13 Use of Contract Documents and Information**

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

The bidder 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 bidder's performance under the Contract if so required by the Bank.

### **5.14 Termination for Convenience**

The Bank, by written notice sent to the bidder, may terminate the Contract with a notice of 3 months, 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 the performance of work under the Contract is terminated and the date upon which such termination becomes effective.

### **5.15 Effect of Termination**

The Bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.

Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables, maintenance and facility management.

Same terms (including payment terms) which were applicable during the term of the contract should be



applicable for reverse transition services. The reverse transition phase shall be completed within 3 months.

The Bidder agrees that after completion of the Term or upon earlier termination of the assignment the Bidder shall, if required by the Bank, continue to provide maintenance services to the Bank at no less favorable terms than those contained in this bid. In case the bank wants to continue with the Bidder's services after the completion of this contract then the Bidder shall offer the same or better terms to the Bank. Unless mutually agreed, the rates shall remain firm.

The bidder agrees that the Bank at any point of time during the tenure of the contract may return/discontinue any of the Deliverables/services in whole or part thereof offered under this bid. The Bank shall not be liable to make any payment in respect of the Deliverables/services returned in whole or part thereof.

### **5.16 Addition or Deletion of Qualified Offerings**

Both parties agree that the intent of this tender is to establish an initial set of service offerings. The Bank recognizes that, as the use of these services expands, it is possible that additional services and/or service categories will be needed. In addition, the Bank recognizes that from time to time hardware and software products that are provided as part of vendor services will be upgraded or replaced as technology evolves. Replacement and/or supplemental hardware and software products that meet or exceed the minimum proposal requirements may be added with the prior approval of the Bank. For this purpose, a Change Order Procedure will be followed. Bank may request a change order in the event of actual or anticipated changes(s) to the agreed scope of work, services, deliverables, and schedules. The Vendor shall prepare a change order reflecting the actual or anticipated change(s) including the impact on the deliverables schedule. The Vendor shall carry out such services as required by the BANK at mutually agreed terms and conditions.

The vendor shall agree that the price for incremental offering cannot exceed the original proposed cost and the Bank reserves the right to re-negotiate the price. At the unit rates provided for TCO calculations, the Bank has the right to order as much as it wants at those rates.

The vendor shall agree to submit the request to add new services or service categories on its letterhead signed by a representative authorized to bind the organization.

The Bank is under no obligation to honor such requests to add services categories or amend this contract.

As a method for reviewing Vendor services and Bank requirements, the Bank will sponsor regular reviews to allow an exchange of requirements and opportunities

### **5.17 Conflict of Interest**

The Bidder shall disclose to The Bank in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.





## 5.18 Arbitration

The Bidder and The Bank shall endeavor their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

- a. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- b. The matter will be referred for negotiation between the Authorized Official of the Bank and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. The arbitration shall be held in Pune and conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

The arbitrators shall hold their sittings at Pune. The arbitration proceedings shall be conducted in the English language. Subject to the above, the courts of law at Pune alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

## 5.19 Jurisdiction

Arbitration proceedings shall be held in Pune, India.

## 5.20 Bidder's Liability

Bidder aggregate liability in connection with the obligations undertaken as a part of the bid regardless of the form or nature of the action giving rise to such liability (whether in contract or otherwise), shall be at actual and limited to the value of the total Contract. This limit shall not apply to third-party claims for

- IP infringement indemnity.



- Bodily injury (including death) and damage to real property and tangible personal property caused by the bidder's gross negligence.

Bidder's liability in case of claims against the Bank resulting from misconduct/fraud or gross negligence of bidders, its employees, and sub-contractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

Bidder will declare and undertake that the Bank shall not be held liable for and shall stand absolved of any responsibility or claim/litigation arising out of the use of any third-party equipment/software supplied by the bidder as a part of the bid.

Bidder shall not be liable or responsible for any delay or failure to perform Services under this Agreement to the extent that such delay or failure to perform has arisen as a result of any delay or failure by the Bank or its employees or agents to perform any of its duties and obligations as set out in this Agreement. In the event that Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of the Bank, Bidder shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of the Bank. Any cost escalation as a result of delays or failures on the part of the Bank shall be referred to the Senior Management of both parties for its resolution.

## 5.21 Insurance

The insurance shall be for an amount equal to 100% of the total value of equipment on "all risks" basis, including war risks., act of God and theft and robbery clauses, valid for a period up to the delivery of the equipment's in the Bank shared addresses and would remain valid till acceptance testing & final acceptance by the Bank or till 1-month post-delivery of equipment to Bank whichever is earlier.; and the Price offer shall be on a fixed price basis.

In addition to the insurance policies taken by the Vendor with respect to the transportation of the equipment as set out above, the Vendor shall maintain adequate professional liability and risk Insurance for the aggregate of all deliverables and services to be rendered by virtue of MicroATM & Allied Software Project and shall provide to the Bank copies of such policy of insurance and evidence that the premiums have been paid. The Vendor shall procure appropriate insurance policies of the limits acceptable to the Bank for damage to Bank premises, Bank's property, data or loss of life, which may occur as a result of or in the course of performing the Vendor's obligations under the bid. The Vendor also warrants and represents that it shall keep all their respective directors, partners, advisers, agents, representatives and or employees adequately insured in respect of business travel in India and further agrees to provide to the Bank copies of such policy of insurance and evidence that the premiums have been paid.

## 5.22 Warranty

The devices supplied by the bidder shall carry a minimum of 36 months of Comprehensive on-site warranty and 4<sup>th</sup> and 5<sup>th</sup> year will be AMC. The comprehensive warranty of all devices will start from the 31<sup>st</sup>-day post-go-live. The bidder's warranty terms & conditions shall cover the total equipment, including spare replacements along with system software (if any) etc. procured from the bidder, with minimum 24/7 support by Comprehensive Onsite Maintenance support. Warranty shall also cover the task of configuring/re-configuring, other hardware/software resources, Performance tuning, all internal parts of the systems, Loading & configuring operating system updates, integrating with the other hardware procured by the bank and any other tasks related to Hardware & Allied Software Management.



- I. The Bidder shall share the delivery report of each device after successful delivery and handover of the device to the Bank's authorised personnel.
- II. In the case of authorized/ channel partners, the Warranty shall also include the cost for the back-to-back arrangement with OEM for maintenance of spares, providing support services, updates, if any required. Terms of Service Level Agreement, if any, are to be specified.
- III. Besides general warranty support, critical support details should be furnished. The successful bidder shall be agreeable to enter into Service Level Agreement with the Bank covering Warranty terms and conditions. Besides the above, the bidder shall extend the warranty terms & conditions, if any available by default or extended by OEM, with the product from OEM.
- IV. During the warranty and AMC period selected bidder shall visit the branches, offices, and BCs once in a quarter for maintenance support and should submit the report to Bank.
- V. The bidder warrants that the Goods supplied under the Contract are new, unused and shall have no defect arising from design, materials or workmanship.
- VI. The bidder has to submit the confirmation as per **"ANNEXURE-2: MANUFACTURER AUTHORISATION FORM"** that for the subsequent AMC the bidder is taking the AMC support from the OEMs.
- VII. Third-party warranty certificate/s should be provided to the Bank. However, the responsibility of the comprehensive warranty period lies primarily with the bidder only.
- VIII. The Bidder will provide a Single point of contact with whom the bank will coordinate for the warranty and AMC. The bank may log a call with the bidder by phone, fax, email, or any other manner the bank desires.
- IX. Bidder shall conduct preventive maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the Equipment and necessary repairing of the Equipment) at such intervals (minimum once in a quarter) as may be necessary from time to time to ensure that the equipment is in efficient running condition to ensure trouble-free functioning.
- X. All engineering changes generally adopted hereafter by the Bidder for equipment similar to that covered by this agreement, shall be made to the equipment at no cost to the Bank.
- XI. Qualified maintenance engineers totally familiar with the equipment shall perform all repairs and maintenance services described herein.
- XII. The Bank shall maintain a register at its site in which, the Bank's operator/ supervisor shall record each event of failure and/or malfunction of the equipment. The bidder's engineer shall enter the details of the action taken in such register. Additionally, every time a preventive or corrective maintenance is carried out, the bidder's engineer shall make effect in duplicate, a field call report which shall be signed by him and thereafter countersigned by the Bank's official. The original of the field call report shall be handed over to the Bank's official.
- XIII. The bidder shall provide replacement equipment if any equipment is out of the premises for repairs.

### 5.23 Execution of SLA

The solution provider and bank should execute (a) Service Level Agreement, which would include all the service and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Bank. The bidder should execute the SLA available in **Annexure-3** within 21 days from the date of acceptance of the purchase order.



## 5.24 Resolution of Disputes

The Bank and the Bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project directors of the Bank and the Bidder, any disagreement or dispute arising between them under or in connection with the contract.

If the Bank project director and bidder's project director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately refer the dispute to the senior authorized personnel designated by the bidder and Bank respectively. If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Vendor and Bank, the Bank and the Vendor have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution through formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator: acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the chairman of the proceedings. The award of the Arbitrator shall be final and binding on the parties. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be Pune.

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission by postage prepaid registered post with acknowledgment due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with a confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of five days after posting if sent by registered post with A.D., or (iii) the business date of receipt, if sent by courier.

This bid document shall be governed and construed in accordance with the laws of India. The courts of Pune alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this bid document. Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

### Exit Option and Contract Re-Negotiation

The Bank reserves the right to cancel the contract in the event of happening one or more of the following events, but not limited to,

- a. Failure of the successful bidder to accept the contract and furnish the Performance Guarantee within 15 days of receipt of the purchase order.
- b. Delay in offering equipment for pre-delivery Inspection.
- c. Delay in delivery beyond the specified period.
- d. Delay in completing installation/implementation and acceptance tests/checks beyond the specified periods.
- e. Serious discrepancy in hardware noticed during the pre-dispatch factory inspection and
- f. Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank.

In addition to the cancellation of purchase contract, Bank reserve the right to appropriate the damages through encashment of the Bid Security / Performance Guarantee given by the Vendor.



Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Vendor will be expected to continue the facilities management services. The Bank shall have the sole and absolute discretion to decide whether a proper reverse transition mechanism over a period of 3 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.

The Bank and the Vendor shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with.

The reverse Transition mechanism would typically include services and tasks that are required to be performed/rendered by the Vendor to the Bank or its designee to ensure a smooth handover and transitioning of Bank deliverables, maintenance, and facility management.

## 6 Payment Terms and Schedule

The commercial bid submitted by the Bidder must be in conformity with the payment terms proposed. Any deviation from the proposed payment terms would not be accepted. In case of delays or defaults on the part of the Bidder, the Bank shall have the right to withhold payment of the affected product and/or service due to the Bidder or withhold the payment of the disputed amount. Such withholding of payment shall not amount to a default on the part of the Bank. PDCC will release payment within 45 days of receipt of the Invoice and along with all other required documents for all undisputed cases. In case of any disputed amount, the payment will be released within 30 days of the resolution of the dispute. The scope of work is divided into different areas and the payment would be linked to delivery, acceptance, and signoff by the respective Bank official of each area as explained below with reference to Annexure 15 – “Commercial Bill of Materials”. The bidder shall raise any invoices only after signing off for the related deliverables/Services. The currency or currencies in which payments shall be made to the supplier/selected bidder under this Contract shall be Indian Rupees (INR) only. GST/Taxes, as applicable, will be deducted/ paid as per the prevalent rules and regulations.

The component-wise payment will be as mentioned below

### I. Hardware with Base Software Cost:

1. 70% of the cost would be payable on all delivered MicroATM devices along with Android OS and sign off from Bank
2. 10% of the cost would be payable after successful UAT of MicroATM Application functionality (basic transactions i.e., Cash Withdrawal, Cash Deposit Balance Enquiry, PIN Change, Mini Statement with either Account Base or Card Base or Biometric Mode) and sign off from Bank
3. 10% of the cost would be payable after GO LIVE of MDM Tool with sign-off from Bank
4. 10% after 3 weeks post GO LIVE and sign-off from Bank

### II. For MicroATM Application Cost:

1. 25% of the cost will be paid after 2 weeks, post successful integration with CBS, successful GO LIVE, and sign-off from the Bank
2. 25% of the cost will be paid after 2 weeks, post successful integration with ATM Switch, successful GO LIVE, and sign-off from the Bank
3. 30% of the cost will be paid after 2 weeks, post successful integration with AEPS / MSC Bank AEPS Switch, successful GO LIVE, and sign-off from the Bank
4. 20% of the cost will be paid after 30 days, post successful implementation of all functionalities along with the interfaces and sign-off from the Bank

### iii. Implementation Cost of MicroATM – Devices & Application:

1. 50% of the cost will be paid after 2 weeks, post successful installation/implementation with CBS, successful GO LIVE, and sign-off from Bank
2. 30% of the cost will be paid after 2 weeks, post successful installation/implementation with ATM Switch, successful GO LIVE, and sign-off from Bank
3. 20% of the cost will be paid after 2 weeks, post successful installation/implementation with AEPS / MSC Bank AEPS Switch, successful GO LIVE, and sign-off from Bank



**iv. ATS Cost of Allied Software:**

1. ATS cost for MicroATM Application will be paid post warranty and will be paid quarterly in arrears. Application warranty will start from one year after post-GO LIVE
2. For RDBMS, ATS will be paid quarterly in advance.

**v. Training Cost:**

100% Training cost will be paid after completion of training schedule and sign-off from the Bank.

**vi. Customization Cost:**

1. 50% Customization Cost will be paid after successful implementation on UAT and sign-off from Bank
2. 25% Customization Cost will be paid after production movement and sign-off from Bank.
3. 25% Customization Cost will be paid post 30 days of successful and smooth run and sign-off of the Bank

**vii. Interface Cost (if any):**

1. 30% Interface cost will be paid after 2 weeks, post successful integration with CBS, successful GO LIVE, and sign-off from the Bank
2. 30% Interface cost will be paid after 2 weeks, post successful integration with ATM Switch, successful GO LIVE, and sign-off from the Bank
3. 30% Interface cost will be paid after 2 weeks, post successful integration with AEPS / MSC Bank AEPS Switch, successful GO LIVE, and sign-off from the Bank
4. 10% Interface cost will be paid after 2 weeks, post successful implementation of all interfaces and sign-off from the Bank

**viii. FMS Payment Terms:**

1. MicroATM Management services (Device & Application) annual cost will be divided into 4 equal installments and will be paid quarterly at the end of each quarter.
2. 1<sup>st</sup> Quarter will start post-GO LIVE of the MicroATM Application functionality (basic transactions i.e., Cash Withdrawal, Cash Deposit Balance Enquiry, PIN Change, Mini Statement with either Account Base or Card Base or Biometric Mode)
3. The annual amount to be paid towards application management services cost would be divided into 4 equal installments, to be paid quarterly at the end of each quarter. The first quarter would begin after the successful completion of the transition.
4. Quarterly pay-outs for ongoing Services will be made to the successful bidder on the basis of resources and corresponding invoices raised for each quarter, adjusting the applicable penalties.
5. The bidder is required to provision resources in the "Commercial Bill of Material". If in the future, the bidder requires more resources, than mentioned in the bill of material, to manage the same scope of work for the mentioned hardware and applications or to adhere to the SLAs, then the bidder will provide the resources at no additional cost to the bank.
6. Any addition/reduction in the resources for addition/deletion in the scope of work will be on a pro-rata basis arrived from the existing Bill of Material.
7. Bidder should factor all costs including on-site deployment, SLA adherence etc. while quoting in the Commercial Bill of Material.
8. In case of any of the personnel deployed at PDCC Bank's project leaves the organization, then the



replacement of the resource (L1/L2) should be equal or more in experience and qualification than the existing resource. Also, the existing resource should provide the complete handover to the new resource.

9. Bidder has to deploy additional resources in the absence/leave of L1/L2, otherwise the number of leaves amount will be deducted from FMS billing.
10. The billing of the new/replaced resource (L1/L2) will start from the first-year rate as per Annexure-15: Commercial Bill of Material FMS contract rate.
11. L1 can be promoted to L2 only after 3 years of completion in the PDCC project only if the L2 position is vacant at that time. His/her employment will be fresh employment and 2<sup>nd</sup> year rate of L2 will be applicable for the billing cycle.
12. The bidder shall obtain approval from the Bank for each personnel prior to the actual deployment. Bidder must submit copies of the qualifications, experience, and certifications of the personnel to be deputed on this assignment on its letterhead and the bank may conduct an interview of the resources on a case-to-case basis. The bank shall retain the right to deny any personnel of the bidder to take up this assignment.





## 7 Annexure 1: Covering Letter for Eligibility cum Technical Bid and Commercial Bid

To,  
**The Deputy General Manager,**  
**PUNE DISTRICT CENTRAL CO-OPERATIVE BANK LTD.**  
**Head Office: 4 B, B. J. Road, Pune. Pin – 411001**

Having examined the BID (RFQ No.: REF No: PDCC/IT-RFQ/2023-24/01 Date - 13/05/2023) including all annexures, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver services in conformity with the said RFQ and in accordance with our proposal and total cost indicated in the Commercial Bid and made part of this bid.

We undertake, if our bid is accepted, to deliver services and complete the project in accordance with the scheduled timelines.

We agree to abide by this bid for the period of 180 days from the date fixed for technical bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

We undertake that, in competing for (and, if the award is made to us, in executing) the contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand that the bank is not bound to accept the lowest or any bid the bank may receive.

Place:

Dated: this day of 2023.

.....

(Signature) (In the Capacity of)

Duly authorized to sign bid for and on behalf of



## 8 Annexure 2: Manufacturer's Authorization Form

Note: This authorization letter shall be printed on the letterhead of all the original equipment manufacturers (OEM) and shall be signed by a competent person having the power of attorney to bind the manufacturer.

To,  
**The Deputy General Manager,**  
**PUNE DISTRICT CENTRAL CO-OPERATIVE BANK LTD.**  
**Head Office: 4 B, B. J. Road, Pune. Pin – 411001**

Dear Sir,

Sub: BID no. PDCC/IT-RFQ/2023-24/01 Date - 13/05/2023

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 the bidder) to submit a bid, and sign the contract with you against the above bid invitation.

We hereby extend our full guarantee and warranty for the solution, products, and services offered by the above firm against this bid invitation.

We also undertake to provide any or all of the following materials, notifications, and information pertaining to the products manufactured or distributed by the bidder:

- Such products as PDCC may opt to purchase from the bidder, provided, that this option shall not relieve the bidder of any warranty obligations under the contract; and In the event of termination of production of such products:
- Advance notification to PDCC of the pending termination, with sufficient time to permit PDCC to procure needed requirements; and
- Following such termination, furnishing at no cost to PDCC, the blueprints, design documents, operations manuals, standards, source codes and specifications of the products, if requested.

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

We further certify that, in case the authorized distributor/ system integrator is not able to meet its obligations as per contract during contract period, we, as the OEM, shall perform the said obligations with regard to their items by ourselves or through alternate & acceptable service provider.

Place:

Date:

Seal and signature of the OEM

## 9 Annexure 3: Service Level Agreement

This Schedule describes the service levels that have been established for the Services offered by the Bidder to the Bank. The Bidder shall monitor and maintain the stated service levels to provide quality customer service to bank’s customers.

### Penalties due to Delay in Delivery, Installation, Commissioning & Go-live

- Delivery, installation & commissioning of all equipment should be within 10 weeks from date of placing of order.
- The Bidder has to provide detailed design document of each applicable module with respect to proposed implementation and also provide the project plan.
- If the defected device is not replaced as above, the maximum cap for the penalty would be 1% of the Total order value of respective banks. Once the maximum penalty is reached, the bank may consider termination of the contract and/or revoke the Performance Bank Guarantee.
- Exceptions on enforcing the SLA and other penalty clauses will be made only in case of Force Majeure situations or in exceptional circumstances at the discretion of Bank.

#### For MicroATM Devices

Sr.No.	Service Matrix Parameters	Matrix	Deduction
1	Resolution time for raised complaint/ issues	Resolution of complaints/ issues within 2 days (48 hrs.)	No penalty
2		Resolution of complaints/ issues related to MicroATM Hardware after 2 days (48hrs.)	Rs. 100/- per day for each equipment not in working condition from the date of lodging the Complaint.
3		Resolution of complaints/ issues after 7days (168 hrs.)	Device is to be replaced or stand by arrangement is to be made.

#### For MicroATM Application

Sr.No.	Service Matrix Parameters	Matrix	Deduction
1	Resolution time for raised complaint/ issues	Resolution of complaints/ issues related to MicroATM Application functionality within 1 day (24hrs.)	No penalty
2		Resolution of complaints/ issues related to MicroATM Application functionality after 2 days (48hrs.)	Rs. 400/- per day for each functionality not working properly from the date of lodging the Complaint.

**Note:** The penalty will be applicable only for application & devices which are under scope of bidder



## 10 Annexure 4: Undertaking For MSME Benefits

*(To be submitted on the letter head of the bidder)*

To,  
**The Deputy General Manager**  
**PUNE DISTRICT CENTRAL CO-OPERATIVE BANK LTD.**  
**Head Office: 4 B , B. J. Road, Pune, Pin – 411001**

**SUB:** MSME Benefits for RFQ Ref. No. – PDCC/IT-RFQ/2023-24/01 Date - 13/05/2023

Dear Sir,

This has reference to our bid submitted in response to your Request for Proposal (RFQ) Ref. No. PDCC/IT-RFQ/2023-24/01 Date - 13/05/2023 floated for Supply, Installation & Maintenance of Micro-ATM & Allied Software (As per UIDAI 1.5. MicroATM Standard 1.5.1 – IBA-IDRBT Standard).

We have carefully gone through the contents of the above-referred RFQ and hereby undertake and confirm that, as per the Govt. Of India guidelines, we are eligible to avail the following MSME benefits in response to your RFQ floated, as referred above.

a) Exception to MSEs from payment of EMD/Bid Security

In case, at any later stage, it is found or established that the above undertaking is not true then Bank may take any suitable actions against us viz. Legal action, Cancellation of Notification of Award/contract (if issued any), Blacklisting & debarment from future tender/s etc.

Yours Sincerely

Place:

Dated: this day of 2023.

.....  
(Signature) (In the Capacity of)  
Duly authorized to sign bid for and on behalf of

Encl: MSME Certificate



## 11 Annexure 5: Letter of Confirmation

To,  
**The Deputy General Manager**  
**PUNE DISTRICT CENTRAL CO-OPERATIVE BANK LTD.**  
**Head Office: 4 B , B. J. Road, Pune, Pin – 411001**

RFQ Ref. No. – PDCC/IT-RFQ/2023-24/01 Date - 13/05/2023

Dear Sir,

We confirm having submitted the Bid and annexures in accordance with the said RFQ. The details submitted by us are true and correct to the best of our knowledge and if it is proved otherwise at any stage of execution of the contract, Pune District Central Co-Operative Bank Ltd. has the right to summarily reject the proposal and disqualify us from the process.

We confirm that we will abide by the conditions mentioned in the Tender Document (RFQ and annexure) in full or in accordance with the deviations in “Terms & Conditions” accepted by PDCC Bank.

We, hereby acknowledge and confirm, having accepted that the PDCC Bank can at its absolute discretion, apply whatever criteria is deemed appropriate, not just limiting to those criteria set out in the RFQ and related documents, in short listing of bidders.

We shall observe confidentiality of all the information passed on to us in course of the tendering process and shall not use the information for any other purpose than the current tender.

We also confirm that we /Our consortium partners have not been blacklisted by any Govt. Department/ PSU/PSE or Banks or Any Financial Institution or otherwise not involved in any such incident with any concern whatsoever, where the job undertaken/performed and conduct has been questioned by any authority, which may lead to legal action.

Place:

Date:

SEAL (Authorized Signatory)



## 12 Annexure 6: Letter of Conformity With Hardcopy

To,  
**The Deputy General Manager**  
**PUNE DISTRICT CENTRAL CO-OPERATIVE BANK LTD.**  
**Head Office: 4 B , B. J. Road, Pune, Pin – 411001**

RFQ Ref. No. – PDCC/IT-RFQ/2023-24/01 Date - 13/05/2023

Dear Sir,

Further to our proposal dated \_\_/\_\_/2023, in response to the Request for Proposal (PDCC Bank's tender no. RFQ Ref. No. – PDCC/IT-RFQ/2023-24/01 Date - 13/05/2023 hereinafter referred to as "RFQ") issued by Pune District Central Co-Operative Bank Ltd. ("PDCC Bank") we hereby covenant, warrant and confirm as follows:

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

Yours faithfully,

Authorized

Signatory

Designation

Bidder's corporate name



### 13 Annexure 7: Bidder's Information

Name of the Bidder	
Constitution & Year of Establishment	
Registered Office/Corporate office Address	
Mailing Address	
Name and designations of the persons authorized to make commitments to PDCC Bank	
Telephone Fax e-mail	
Name & Addresses of Directors/Promoters	
Gross annual turnover of the bidder (not of the group): Amount in INR Crore  2019-20:  2020-21:  2021-22:	
Net Profit of the bidder (not of the group): Amount in INR Crore  2019-20:  2020-21:  2021-22:	
Existing Client Details Clients Details  a) Bank Names b) Contact Person Name c) Contact No. d) Email Id	

Place:

Date:

**SEAL****(Authorized Signatory)**



## 14 Annexure 8: Format For Pre-Bid Query

Tender Ref No.: RFQ Ref. No. – PDCC/IT-RFQ/2023-24/01 Date - 13/05/2023

If, the bidder, desiring to respond to RFQ for Supply, Installation & Maintenance of Micro ATM & Allied Software (As per UIDI 1.5. Micro ATM Standard 1.5.1 – IBA-IRDBT Standard), requires any clarifications on the points mentioned in the RFQ, it may communicate with Pune District Central Co-Operative Bank Ltd. using the following format (in a Microsoft Excel (.xls/.xlsx) format).

All questions received within the last date of receiving Pre-bid queries mentioned in the RFQ will be formally responded to and questions/points of clarification and the responses will be circulated to all participating bidders if required. The source (identity) of the bidder seeking points of clarification will not be revealed. Alternatively, PDCC Bank may at its discretion, may or may not answer all queries in the Pre-bid meeting.

Section Number	Page Number	Point Number	Original Clause	Query	PDCC Bank Response





### 15 Annexure 9 : Format For Performance Bank Guarantee

FORMAT OF BANK GUARANTEE (BG) FOR PERFORMANCE SECURITY (ON A NONJUDICIAL STAMP PAPER OF RS.100.00)

To:

**The Deputy General Manager  
Pune District Central Co-operative Bank Ltd.  
Head Office: 4 B, B.J.Road, Pune – 411001**

WHEREAS (hereinafter called “the Bidder”) has submitted its bid dated (date of submission of bid) for providing the \_\_\_\_\_(Scope of Work) in response to Pune District Central Co-operative Bank’s Request for Quotation ( RFQ ) No. RFQ No.: REF No: PDCC/IT-RFQ/2023-24/01 dated: 12.05.2023 (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE \_\_\_\_ (name of bank) of \_\_\_\_\_(name of country) having our registered office at (address of bank) (herein after called “the Bank”) are bound unto PUNE DISTRICT CENTRAL CO-OPERATIVE BANK (herein after called “the Beneficiary”) in the sum of INR\_\_\_\_\_ /-(Rupees \_\_\_\_\_ only) for Which payment will and truly to be made to the said Beneficiary, the Bank binds itself, its successors and assigns by these presents. Sealed with the common seal of the said Bank this\_\_\_\_ day of\_\_\_\_, 2019.

THE CONDITIONS of this obligation are:

*If the Bidder, having been notified, by the beneficiary, as selected bidder for REQUEST FOR TECHNICAL & COMMERCIAL QUOTATION (RFQ) FOR Supply, Installation & Maintenance Of MicroATM & Allied Software, during the period of contract fails to provide services or perform obligations in accordance with the aforesaid RFQ and Contract, as bidder;*

We undertake to pay the Beneficiary up to the above amount upon receipt of its first written demand, without the Beneficiary having to substantiate its demand, provided that in its demand the beneficiary will note that the amount claimed by it is due to it owing to the occurrence of above condition, specifying the occurred condition.

This guarantee will remain in force up to 66 months from the date of signing the contract i.e. up to \_\_\_\_\_ (date of expiry which should be a minimum of contract period), and any demand in respect thereof should reach the Bank not later than the above date. Notwithstanding any other term contained herein:

1. This guarantee shall be valid only up to . . . . . (Guarantee End Date) whereupon it shall automatically expire irrespective of whether the original guarantee is returned to the Bank or not; and
2. The total liability of Bank under this guarantee shall be limited to INR ..... (Rupees .....only)

Place:

SEAL

SIGNATURE.

Code No.

NOTE:

1. BIDDER SHOULD ENSURE THAT THE SEAL & CODE NO. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF BG
2. STAMP PAPER IS REQUIRED FOR THE BG ISSUED BY THE BANKS LOCATED IN INDIA.



## 16 Annexure 10 : Non-Disclosure Agreement

(On Rs.100 non-Judicial stamp paper)

This Non-Disclosure Agreement made and entered into at..... This  
.....day of .....2023

BY AND BETWEEN

..... Company Limited, a company incorporated under the

Companies Act, 1956 having its registered office at.....(Hereinafter referred to as the Vendor which expression unless repugnant to the context or meaning thereof be deemed to include its permitted successors) of the ONE PART;

AND

Pune District Central Co-Operative Bank Ltd. Head Office: 4 B, B. J. Road, Pune, Pin – 411001 (hereinafter referred to as "PDCC Bank" which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns) of the OTHER PART.

The Vendor and PDCC Bank are hereinafter collectively referred to as "the Parties" and individually as "the Party"

WHEREAS:

1. PDCC Bank is engaged in the business of providing financial services to its customers and intends to engage Vendor for Supply, Installation & Maintenance of Micro ATM & Allied Software (As per UIDI 1.5. Micro ATM Standard 1.5.1 – IBA-IRDBT Standard)
2. In the course of such assignment, it is anticipated that PDCC Bank or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the Vendor some Confidential Information (as hereinafter defined), to enable the Vendor to carry out the aforesaid assignment (hereinafter referred to as " the Purpose").
3. The Vendor is aware and confirms that all information, data and other documents made available in the RFQ/Bid Documents/Agreement /Contract or in connection with the Services rendered by the Vendor are confidential information and are privileged and strictly confidential and or proprietary of PDCC Bank, The Vendor undertakes to safeguard and protect such confidential information as may be received from PDCC Bank

NOW, THEREFORE THIS AGREEMENT WITNESSED THAT in consideration of the above premises and the PDCC Bank granting the Vendor and or his representatives to have specific access to PDCC Bank property/information and other data it is hereby agreed by and between the parties hereto as follows:

### 1. Confidential Information:

- (i) "Confidential Information" means all information disclosed/furnished by PDCC Bank to the Vendor whether orally, in writing or in electronic, magnetic or other forms for the limited purpose of enabling the Vendor to carry out the proposed Implementation assignment and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential"; Provided the oral information is set forth in writing and marked "Confidential" within seven (7) days of such oral disclosure.
- (ii) The Vendor may use the Confidential Information solely for and in connection with the Purpose and shall



not use the Confidential Information or any part thereof for any reason other than the Purpose stated above.

Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within seven (7) days of such disclosure. Confidential Information does not include information which:

- (a) is or subsequently becomes legally and publicly available without breach of this Agreement by either party,
- (b) was rightfully in the possession of the Vendor without any obligation of confidentiality prior to receiving it from Pune District Central Co-Operative Bank Ltd,
- (c) was rightfully obtained by the Vendor from a source other than Pune District Central Co-Operative Bank Ltd. without any obligation of confidentiality,
- (d) was developed by for the Vendor independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or is/was disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Vendor shall, unless prohibited by law or regulation, promptly notify Pune District Central Co-Operative Bank Ltd. of such order and afford Pune District Central Co-Operative Bank Ltd. the opportunity to seek appropriate protective order relating to such disclosure.
- (e) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality.
- (f) is released from confidentiality with the prior written consent of the other party.

The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient. Confidential Information shall at all times remain the sole and exclusive property of the Pune District Central Co-Operative Bank Ltd. Upon termination of this Agreement, Confidential Information shall be returned to Pune District Central Co-Operative Bank Ltd. or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the parties.

Nothing contained herein shall in any manner impair or affect the rights of Pune District Central Co-Operative Bank Ltd. in respect of the Confidential Information.

In the event that any of the Parties hereto becomes legally compelled to disclose any

Confidential Information, such Party shall, as may be legally permissible and reasonably practicable, give sufficient notice to the other Party to enable the other Party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this Agreement without the prior written consent of the other party. The obligations of this Clause shall be satisfied by handling Confidential Information with a similar degree of care, which the receiving party applies to its own similar confidential information but in no event less than reasonable care.

The obligations of this clause shall survive the expiration, cancellation, or termination of this Agreement

**2. Non-disclosure:** The Vendor shall not commercially use or disclose any Confidential Information, or any materials derived there from to any other person or entity other than its directors, partners, agents, affiliates, associates, bidders, or persons in the direct employment of the Vendor (collectively as "Representatives") who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Vendor shall take appropriate measures by instruction and written agreement prior to disclosure to such representative to assure against unauthorized use or disclosure. The Vendor may disclose Confidential Information to others only if the Vendor has executed a Non-Disclosure Agreement with the other party to whom it is disclosed that contains terms and conditions



that are no less restrictive than these presents, and the Vendor agrees to notify Pune District Central Co-Operative Bank Ltd. immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement. Notwithstanding anything contained in this Agreement, the bidder shall disclose the Confidential Information to such other parties who conduct the bidder's internal risk management procedures, facilitate the bidder's administration of business and support bidder's infrastructure. The bidder shall disclose Confidential Information to its professional indemnity insurers in which event any such disclosure shall be subject to confidentiality obligations provided herein.

Notwithstanding the marking and identification requirements above, the following categories of information shall be treated as Confidential Information under this Agreement irrespective of whether it is marked or identified as confidential:

- a) Information regarding Pune District Central Co-Operative Bank Ltd. and any of its Affiliates, customers and their customer Information. For purposes of this Agreement, Affiliate means a business entity now or hereafter controlled by, controlling or under common control. Control exists when an entity owns or controls more than 10% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity; or
- b) any aspect of Pune District Central Co-Operative Bank Ltd., business that is protected by patent, copyright, trademark, trade secret or other similar intellectual property right; or
- c) business processes, procedures and policies; or
- d) current and future business plans; or
- e) personnel information; or
- f) financial information.
- g) Customer Information
- h) technology information including architecture, framework, infrastructure design, DC & DR information etc.
- i) all data stored in the application

3. **Publications:** The Vendor shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents/provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of Pune District Central Co-Operative Bank Ltd.

**4.Term:** This Agreement shall be read together with the principal agreement as may be executed between the Parties for the Purpose and shall be effective from the date hereof and shall continue till expiration of the Purpose or termination of this Agreement by Pune District Central Co-Operative Bank Ltd, whichever is earlier. The Vendor hereby agrees and undertakes to Pune District Central Co-Operative Bank Ltd. that immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further promptly return or destroy, under information to Pune District Central Co-Operative Bank Ltd, all information received by it from Pune District Central Co-Operative Bank Ltd. for the Purpose, whether marked Confidential or otherwise, and whether in written, graphic or other tangible form and all copies, abstracts, extracts, samples, notes or modules thereof. The Vendor further agree and undertake to Pune District Central



Co-Operative Bank Ltd. to certify in writing upon request of Pune District Central Co-Operative Bank Ltd. that the obligations set forth in this Agreement have been complied with. Notwithstanding anything contained herein, the bidder shall be allowed to retain sufficient documentation that is necessary to support any advice, reports, or opinions provided by the bidder or as may be required by law. Any such retention shall be subject to confidentiality obligations contained herein.

Any provisions of this Agreement which by their nature extend beyond its termination shall continue to be binding and applicable for three (3) years post termination of this Agreement or until such information enters the public domain

5. **Title and Proprietary Rights:** Notwithstanding the disclosure of any Confidential Information by Pune District Central Co-Operative Bank Ltd. to the Vendor, the title and all intellectual property and proprietary rights in the Confidential Information shall remain with Pune District Central Co-Operative Bank Ltd.

6. **Remedies:** The Vendor acknowledges the confidential nature of Confidential Information and that damage may result to Pune District Central Co-Operative Bank Ltd. if the Vendor breaches any provision of this Agreement and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof, Pune District Central Co-Operative Bank Ltd. may suffer immediate irreparable loss for which monetary compensation may not be adequate. Pune District Central Co-Operative Bank Ltd. shall be entitled, in addition to other remedies for damages & relief as may be available to it, to an injunction or similar relief prohibiting the Vendor, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement. Except for the contracting Parties to this Agreement, no third party shall have any right to enforce or rely on any provision of the Agreement. In no event shall, either Party be liable for any indirect or consequential losses or damages.

Any claim for relief to Pune District Central Co-Operative Bank Ltd. shall include Pune District Central Co-Operative Bank Ltd.'s costs and expenses of enforcement (including the attorney's fees), as may be awarded by court of competent jurisdiction in its final judgment

7. **Entire Agreement, Amendment and Assignment:** Unless the principal agreement is executed between the Parties, this Agreement constitutes the entire agreement between the Parties relating to the matters discussed herein and supersedes any and all prior oral discussions and / or written correspondence or agreements between the Parties. This Agreement may be amended or modified only with the mutual written consent of the Parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

8. **Governing Law:** The provisions of this Agreement shall be governed by the laws of India and the competent court at Guwahati, Assam shall have exclusive jurisdiction in relation thereto even though other Courts in India may also have similar jurisdictions.

9. **General:** The Vendor shall not reverse - engineer, decompile, disassemble, or otherwise interfere with any software disclosed hereunder.

All Confidential Information is provided "as is". In no event shall the Pune District Central Co-Operative Bank Ltd. be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by Pune District Central Co-Operative Bank Ltd. constitutes any representation, warranty, assurance, guarantee or inducement with respect to the fitness of such Confidential Information for any particular purpose. However, Pune District Central Co-Operative Bank Ltd. understands that any inaccurate or incomplete Confidential Information may have adverse/material impact on the Purpose for which it is being used.



Pune District Central Co-Operative Bank Ltd. discloses the Confidential Information without any representation or warranty, whether express, implied or otherwise, on truthfulness, accuracy, completeness, merchantability, fitness for a particular purpose, title or anything else.

10. **Waiver:** A waiver (whether express or implied) by Pune District Central Co-Operative Bank Ltd. of any of the provisions of this Agreement, or of any breach or default by the Vendor in performing any of the provisions hereof, shall not constitute a continuing waiver and such waiver shall not prevent Pune District Central Co-Operative Bank Ltd. from subsequently enforcing any of the subsequent breach or default by the Vendor under any of the provisions of this Agreement.

11. **Unpublished Price Sensitive Information:** PDCC Bank shall inform bidder in writing if, in the course of the Purpose, the Representatives of bidder will have access to any unpublished price sensitive information, whether of PDCC Bank or any other entity. PDCC Bank agrees that bidder shall not be responsible for determining the difference between price sensitive and non-price sensitive information that would form part of the information disclosed to bidder. All information supplied to bidder (in whatever form) which is not in the public domain will be treated as Confidential Information for the Purpose. Further, PDCC Bank shall be responsible to obtain legal advice to ensure that information disclosed to bidder is not in contravention of any applicable laws and regulations.

In witness whereof, the Parties hereto have executed these presents the day, month and year first herein above written.

For and on behalf of----- Ltd.

( )

(Designation)

For and on behalf of Pune District Central Co-Operative Bank Ltd. ( )

(Designation)



## 17 Annexure 11 : Deviations Requested

[Please provide your comments on the Terms & Conditions in this section. You are requested to categorize your comments under appropriate headings such as those pertaining to the Detailed Scope of work, Service levels, Instruction to Bidders, Experience in related projects, etc. You are also requested to provide a reference of the page number, state the clarification point and the deviation that you propose as shown below.]

Sr. No.	Page No#	Point / Section No #	Clarification points as stated in the tender document	Deviations requested	Justification
1					
2					
3					
4					
5					

Yours faithfully,

Authorized

Signatory

Designation

Bidder's name



## 18 Annexure 12 : Reference Site Details

Tender Ref No.: RFQ Ref. No. – PDCC/IT-RFQ/2023-24/01 Date - 13/05/2023

SI No.	Name and Complete Postal Address of the Customer	Name, Designation, Telephone, Fax, Telex Nos., email address of the contact person	Nature and description of the business during last 3 years	Satisfactory Letter from customer to be enclosed or Purchase order to be enclosed





### 19 Annexure 13 : Authorization Letter

To,  
The Deputy General Manager,  
PUNE DISTRICT CENTRAL CO-OPERATIVE BANK LTD.  
Head Office: 4 B , B. J. Road, Pune, Pin – 411001

SUB: Authorization Letter for attending the Pre-Bid Meeting/Bid opening.

Ref: RFQ Ref. No. – PDCC/IT-RFQ/2023-24/01 Date - 13/05/2023

Dear Sir,

This has reference to your above RFQ for for Supply, Installation & Maintenance of Micro ATM & Allied Software (As per UIDAI 1.5. Micro ATM Standard 1.5.1 – IBA-IDRBT Standard),, **Pune District Central Co-Operative Bank Ltd.**, we hereby authorize Mr. / Ms. \_\_\_\_\_ to attend the Pre-Bid Meeting / Bid opening & to discuss with you on the subject RFQ on behalf of our organization.

The specimen signature is attested below:

\_\_\_\_\_

Specimen Signature of Mr. /Ms.

-----

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Signature of Authorizing Authority

Name & designation of Authorizing Authority

Place:

Date:

Note: This Authorization letter is to be carried in person and shall not be placed inside any of the Bid covers.



## **20 Annexure 14 : Functional and Technical Specification**

The Functional and Technical Specification has been attached in a separate file named “Annexure 14-Functional and Technical Requirements”.



## **21 Annexure 15 : Commercial Bill of Material**

The Commercial Bill of Material has been attached in a separate file named “Annexure 15-Commercial Bill of Material”



## 22 Annexure 16: Confirmation of Eligibility Criteria

Sr. No.	Eligibility Criteria	Documents to be Provided
1	Bidder should be a legal entity registered in India, since last 3 (Three) years under Indian Companies Act 1956 or partnership act 1932.	<ul style="list-style-type: none"><li>• Certificate of Incorporation/Partnership deed and other Documentary evidence to be attached</li></ul>
2	Bidder should have a minimum average Annual Turnover of INR 8 Crores in the last three financial years (2019-20,20-21 and 21-22)	<ul style="list-style-type: none"><li>• Audited Balance Sheet and Profit and Loss Account Statement for last three years.</li><li>• Statutory Auditor Certificate or Certificate from the Company Secretary/Chartered Accountant of the Agency clearly specifying the Annual Turnover for the specified years.</li></ul>
3	The bidder should be a Profit-making company for last three (3) financial years (2019-20,20-21 and 21-22).	<ul style="list-style-type: none"><li>• Audited Balance Sheet and Profit and Loss Account Statement for last three years.</li><li>• Statutory Auditor Certificate or Certificate from the Company Secretary/Chartered Accountant of the Agency clearly specifying the Profit for the specified years.</li></ul>
4	The Bidder should not have been blacklisted by any of the Ministry/ Department of Government of India/ State Governments and also neither convicted nor is any criminal case pending against it before any court of competent jurisdiction	<ul style="list-style-type: none"><li>• Self-declaration by competent authority of the bidder</li></ul>
5	The Bidder(s) must have valid GST Registration allotted by the respective authorities.	<ul style="list-style-type: none"><li>• Copy of the Certificate of GST Registration should be enclosed</li></ul>
6	The proposed MicroATM must be compliant (UIDAI/NPCI/IBA/IDRBT/ 1.5.1, standards or latest version complaint with regulatory standards) and Biometric Scanner integrated in MicroATM Device should be certified by STQC.	<ul style="list-style-type: none"><li>• Furnish STQC certificate &amp; document of UIDAI Standards compliance of MicroATM Devices, Biometric Scanner, MicroATM Client Application.</li></ul>
7	The bidder should be an Original Equipment Manufacturer (OEM) or their authorized representative in India. In the case of an Authorized Representative, a letter of authorization (MAF) should be submitted along with a technical bid. <b>Note:</b> If OEM participates in the RFP process, their authorized partner is not allowed to bid, and the bid will be rejected.	<ul style="list-style-type: none"><li>• Manufacturing Authorization Form (MAF) should be submitted as per Annexure-2</li><li>• Brochures and data sheets along with the proposed product (Micro ATM) should be submitted</li></ul>
8	The bidder should have prior experience of Supply, Installation, Implementation, Configuration, Commissioning of minimum 400 Micro ATMs along with MicroATM Application in at least one District Central Cooperative Bank in India	<ul style="list-style-type: none"><li>• Credentials from clients in form of purchase orders / contract / credential letters etc. has to be provided.</li></ul>
9	The bidder should have prior experience in maintenance of the MicroATM (Android OS) application along with Allied Software in at least one District Central Co-operative Bank in India.	<ul style="list-style-type: none"><li>• Credentials from clients in form of purchase orders / contract / credential letters etc. has to be provided.</li></ul>