

CHHATTISGARH RAJYA GRAIN BANK

Head Office:: NAVA RAIPUR (A Government of India Undertaking: Sponsored by State Bank of India)

General Banking Department

PROCUREMENT OF MICRO ATM DEVICES THROUGH ONLINE Gem Portal & REVERSE AUCTION

TENDER No.10/ 10.11.2023

TENDER SCHEDULE

Tender availa	ability	https:/	/gem.gov.in 8	& cgbank	<u>.in</u>			
Date for PRE-BID (for clarifications) if any		2	0.11.2023 @	12:00 PI	C	HATTISGARH R orporate Office lagar, Nava Rai	, Sector	– 24, Atal
Last D			Date		Up	to	ON-LIN	E
SUBMISSION		01.	12.2023	05.00 PM				
Date of OPEN			Date		A	t		on Website :
VERIFICATIC		01.	12.2023	05.30PM		<u>nttps:</u>	<u>//gem.gov.in</u>	
Tender Cost: Non- Refundable		Rs.	5,000/-	Bank A of Ind IFSC: 11.00	A/c. No. ia, Jaista SBIN000 AM. Docu	of submission of 30106271297 ambh Chowk B 00461 on or bef ument evidence online form.	with Sta ranch, F	i te Bank Raipur 2.2023
Validity of			One year from the date of agreement					
	Pro	ocureme	ent Item, Ha	rdware	Cost, EM	D Requirement		
s.no	Procu	rement	Item	Tenta	tive Qty	Approx. Co Hardwai		EMD
1	Micro ATM D	evices	-		1200	3,24,00	,000.00	5,00,000.00
			Sanjay G 033003	ioyal – 79	74052311, Nage	ndra Sing	gh –	
	TENDER SUBMITTED BY					the Vendor :		

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INTRODUCTION

1. Introduction

Chhattisgarh Rajya Gramin Bank is a Regional Rural Bank, sponsored by State Bank of India. Our bank has a total of 614 branches, 10 Regional Office **and 1 Head Office**) as of now and are operating in all district of Chhattisgarh State. All 614 branches and offices have been functioning in a computerized environment on CBS platform.

The Bank invites technically complete and commercially competitive bids from the vendors for supplying **Micro ATM devices** to our branches & offices located in 10 Regional Offices.

Sno	Name of the Region/Department	District Names
1	Dhamtari	Dhamtari, Kanker, Gariyband
2	Durg	Balod & Durg
3	Jagdalpur	Bastar, Kondagaon, Bijapur, Narayanpur, Sukma, Dantewada
4	Raipur	Raipur, Mahasamund, Baloda bazar
5	Rajnandgaon	Rajnandgaon, Kabirdham, Khairagarh, Chhuikhadan Gandai, Mohla Manpuar Ambagarh Chouki
6	Ambikapur	Sarguja, Balrampur
7	Baikunthpur	Koriya, Surajpur, Manendragarh Chirmiri Bharatpur
8	Bilaspur	Bilaspur, Bemetara, Mungeli, Gourela Pendra Marwahi
9	Korba	Janjgir Champa, Korba
10	Raigarh	Raigarh, Jashpur, Sarangarh Bilaigarh
11	Head Office	Nava Raipur

The locations of our Regional Offices in Telangana State are as under:

2. Scope of Work

Chhattisagarh Rajya Gramin Bank, Head Office, Nava Raipur, (CRGB) invites offers through online mode subject to the following conditions among others:

- 1) EMD (Earnest Money Deposit) along with Tender Cost
- 2) Technical Bid

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3) Commercial Bid (Indicative)

From eligible, reputed manufacturers and/or their authorized dealers/agents having a good track record of providing after sales service, for supply & installation of Micro ATM Devices at various Regional Offices/Branches/Offices of the Bank located in the districts of Chhattisgarh State as described in this document. The number of branches / offices located in each Region is specified in Annexure-C; delivery, installation & after sales service should be rendered at these locations. The following is the tentative cost expected for the procurement of hardware, the cost indicated below is inclusive of charges incurred towards packing, insurance, transportation, delivery, on-site service for a period of three years and two years comprehensive warranty from the date of installment and any other costs as applicable.

Rates quoted by vendor should include:

- 1. Onsite Warranty: 3 Years from the date of installation.
- 2. Annual Maintenance Contract: 2 Years Comprehensive AMC after expiry of warranty.

Sno	Procurement Item Category	Tentati ve Qty#	Approx. Cost of Hardware in Rs.	EMD in Rs.	Security Deposit: 2% of the Total of Tender / Order value in Rs.
1	Micro ATM Device	1200	3,24,00,000.00	5,00,000.00	6,48,000.00

The original quantity of procurement may vary within a range of -25% to +25%.

***Security Deposit:** The total amount of security deposit mentioned would be collected from all the finalized vendors in appropriate proportions as per the order assigned to the vendors. This amount shall be adjusted against the initial EMD which is collected during the tender submission. The minimum security deposit to be retained with the Bank is fixed at 2% of the order value.

The allocation of the total tender order will be done as per the guidelines mentioned in **Annexure-I**.

3. Important Details

The following are the important details to be noted:

Tender Reference	No.10/2023 -24	dated 10.11.2023
Tender Cost (Not Refundable)	Rs.5,000/-	Before last day of submission of tender to our Bank A/c. No. 30106271297 with State Bank of India, Jaistambh Chowk Branch, Raipur IFSC: SBIN0000461 on or before 01.12.2023 11.00 AM. Document evidence should be submitted in online form.MSMEs are exempted
Security Deposit* – to be deposited within 14 days of issue of the empanelment	2% of the total Tender value as mentioned in the above table	Before last day of submission of tender to our Bank A/c. No. 30106271297 with State Bank of India, Jaistambh Chowk Branch, Raipur IFSC: SBIN0000461 on or before 01.12.2023 11.00 AM. Document evidence should be submitted in online form.MSMEs are exempted
Tender document available from	09.11.2023 on Ba <u>www.cgbank.in</u>	ank's website –
Correspondence for any Technical Enquiry		7974052311 Email : gb.ho@cgbank.in 6232033003 Email: <u>fi.ho@cgbank.in</u>
Last date for submission	01.12.2023	
Mode of receipt of tenders	THROUGH GeM Port	tal
Date and time of opening Bids/Offers	On 01.12.2023	
Address for Communication	CHHATTISGARH RAJYA GRAMIN BANK Corporate Office, GB Department, Sector – 24, Atal Nagar, Nava Raipur, Chhattisgarh	

A vendor can place its bid with compliance to the technical specifications mentioned in Annexure-F. All the bidders, who do not fall under MSME category in the relevant trade, are required to pay the Tender-Fee of Rs.5000/-.

*If there is any mismatch between the EMD amounts quoted & the amount mentioned in the physical instruments submitted to us, then it will lead to disqualification of the vendor from the tender process.

4. Modifications or Corrigendum

Any modifications or corrigendum to this tender document required to be made after floating this tender shall be uploaded to the same website addresses, i.e., <u>www.cgbank.in</u> on any day before closure of the tender. The aspiring vendors are expected to visit the aforementioned websites regularly, till the last day of tender for updates; no communication regarding the same shall be conveyed individually to any of the bidders, the bidders are advised to check the specified websites periodically to keep themselves abreast of any new information notified by the Bank.

PROCESS OF THE TENDER

5. Bidding Process - THROUGH GeM PORTAL

5.1 RFP and Bid Submission

The bidder shall submit the tender **through GeM Portal**, all relevant documents pertaining to **the samecan be** downloaded either from our website <u>www.cgbank.com</u> or from the following e-procurement portal: <u>https://gem.gov.in</u>

All Bidders are advised to conclude the bid submission process as soon as possible, the Bank shallnot consider any request for date-extension for bid-submission on account of delay in receiving / downloading of RFP by any bidder. However, any suggestion or advice of value addition from the vendors to the tender or rectification of any shortcomings in the tender may entail issuance of Corrigendum before the last date, the bank reserves the right to postpone the tender as the Bank may deem necessary.

5.2 Mode of submission of tender – ON-LINE

Tenders are to be submitted **ON-LINE** by uploading all prescribed documents on the portal specified above.

- Tender Fee & Earnest Money Deposit Should be credited in one entry in to our Bank A/c. No. 30106271297 with State Bank of India, Jaistambh Chowk Branch, Raipur IFSC: SBIN0000461 on or before 01.12.2023 11.00 AM. Document evidence should be submitted in online form.
- 2. Non-financial /Technical Bid Should be signed on all pages and uploaded
- 3. Financial Bid /Indicative Price Bids The price-bids should be submitted online on the GeM Portal.

5.3 Procedure of opening of tender

After the last date of submission of the tenders, the Bank will open the **technical bids ON-LINE** and evaluate the same by verifying the eligibility documents submitted on the portal:

- The EMD will be verified first. The Bidders who fail to submit the EMD and Tender fee to CRGB will be rejected ab initio. Vendors with MSME certification in the relevant trade shall be exempted from EMD andTender fee.
- 2. Other eligibility documents will be verified. Vendors should take CARE to submit all the eligibility requirements and it will be at the Bank's discretion to allow or not to allow any documents so submitted, the Bank also reserves the right to ask for any further documents for evaluation.
- 3. **Indicative Price bids** will be opened online by Banks tender committee for evaluation for only those vendors who have qualified in the technical verification.
- 4. **Reverse auction** will be conducted for the vendors those who qualify in technical bid and tendered their price bid(Indicative)

Bank reserves the right to, open or not to open the financial bid of any vendor based on the acceptance/rejection of non-financial (Technical) bid and past performance.

5.4 Special Terms & Conditions

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a. The decision of the Bank shall be final and binding on the vendor in any matter of interpretation of any clause included in this tender or in case of any dispute arising out of the execution of tender. The Bank also reserves the right to terminate the tender at any time without assigning any reason whatsoever.

b. One Demo Hardware item shall be installed at the IT Department by all the bidders who got shortlisted in reverse auction (L1, L2 and L3 subject to L2 and L3 match with L1 rate) orders will be placed with the vendor after device testing and after the Bank is satisfied with the

performance of the hardware item.

c. During 3 years of warranty period and Comprehensive AMC of 2 years, it is the sole responsibility of the empaneled vendor to provide regular maintenance services and resolve any hardware or software related issues which may arise at free of cost; under no circumstances will the empaneled vendor ask the Bank to contact the OEM or any other third party to resolve any issues which arise within the warranty period and comprehensive AMC period.

d. Tender may be canceled even after issuing the empanelment letter if the bid hardware item does not meet the requirements prescribed by the Bank (Technical specifications)

5.5 Address for submission

Bids should be submitted ON-LINE through GeM Portal,

The tender offer with all necessary documents mentioned is to be submitted on or before **01.12.2023, before 11.00 AM**.

Contact: For any technical inquiries: Sanjay Goyal: 7974052311, Nagendra Singh - 6232033003

5.6 Change of Tender date in case of holiday

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

5.7 Cost of Bidding – Vendor to bear

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

5.8 Late Bids – Rejection

Tenders cannot be submitted late as the website will not allow submissions post cut-off time.

5.9 Withdrawal / Amendment to RFP Contents:

The bank reserves the right to accept or reject any / all proposal(s), to revise the tender, to request one or more re-submissions or clarifications from one or more vendors, or to cancel the process in part or whole. The Bank also reserves the right to amend the RFP at any time prior to the last date for bid-submission. The Bank may, for any reason, whether at its own initiative or in response to clarification(s) requested by a bidder, modify the RFP contents by amendment. Amendment / Corrigendum will be notified on the Bank's website / portal and will be binding on participating bidders, no communication regarding the same shall be conveyed individually to any of the bidders, the bidders are advised to check the specified websites periodically to keep themselves abreast of any new information notified by the Bank; the Bank shall not be liable for any communication gap. In order to provide prospective bidders, reasonable time to take the amendment into account for preparation of their bid, the Bank may, at its discretion, extend the last date for bid-submission.

5.10 Two Stage Bidding Process

The bidder shall submit a response to the RFP with the documents mentioned in PART-A and PART-B as mentioned below.

PART – A - TECHNICAL BID – for supply & installation of Micro ATM Devices, should include the **relevant supporting documents.**

2. Tender Cost of Rs.5000/-& Earnest Money Deposit as / mentioned in the point number 2 scope of work, should be credited in one entry in to our Bank A/c. No. 30106271297 with State Bank of India, Jaistambh Chowk Branch, Raipur IFSC: SBIN0000461 on or before 01.12.2023 11.00 AM. Document evidence should be submitted in online form. Must be part of the Technical Bid.

- **PROVISIONS FOR MICRO, SMALL and MEDIUM ENTERPRISES (MSMEs):** As per Government of India's Public Procurement Policy act 2022; certain benefits will be given for MSME Units. The details are as under:
 - A) The Public Procurement Policy shall apply to MSMEs registered under Udyam Registration or eligible District Industries Centres or Khadi Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises.

B) MSMEs are exempted from paying Tender/RFP fee/cost, EMDs. For getting the benefits in case of MSME firms, the firms shall submit relevant documents such as valid registration Certificates and exemption certificate from relevant authorities.(Note - for Relevant trade only). In case of any doubts or disputes regarding the validity of such documentation, the decision of the Bank shall be final.

- **Return of Earnest Money Deposit:** The earnest money of the unsuccessful bidders will be returned after entering into rate contract agreement with successful bidders. No interest or penalty of any kind shall be paid on the same in case of any delay.
- Forfeiture of Earnest Money Deposit: This EMD amount will be forfeited, if the successful bidder refuses to accept purchase order or having accepted the purchase order fails to carry out his obligation mentioned therein.

SECURITY DEPOSIT:

The EMD of the successful bidder/s will be held by the Bank throughout the rate contract period of the tender as **Security Deposit.** In case, EMD is more than Security deposit, the excess amount will be returned to the finalized vendors

In case the security deposit to be paid is more than the EMD amount, then the vendor has to remit the difference amount before issuance of the tender award. No interest will be payable on the Earnest Money Deposit/Security Deposit.

- Technical Bid: The technical bid should <u>COMPULSORILY</u> include all the requirements of Technical specifications, Terms & Conditions and the following documents, duly filled in, stamped, signed, filed in the seriatim as below and serially numbered.
 - Tender Cost & EMD amount Two separate Demand Drafts / MSME Certificate in relevant trade for exemption of EMD & Tender Cost. Tender cost of Rs.5,000/- and EMD is Rs. 5,00,000/-.

- 2. Annexure D (Vendors Response / Acceptance Letter)
- 3. Annexure E (Vendors Particulars)
- 4. Annexure F (Technical specifications acceptance for Micro ATM Devices)
- 5. Certificate of Registration copy.
- 6. Memorandum of Articles of association, Partnership Deed, if any
- 7. GST Registration Copy
- 8. Authorization Certificate from OEM: Should be valid for one year i.e. entire contract period. Copy of original certificates addressing CRGB, GB Department mentioning Tender number and date thereon. (Original document should be scanned).
- 9. Financial Statement/ Turnover Statement for the Last 3 financial Years
- **10.** Experience documents / Purchase Orders Copies for supply of Micro ATM devices -Purchase orders to be provided as per the eligibility criteria mentioned in **Annexure-H**
- 11. List of Service centers & names of Service Engineers along with Phone No's
- 12. Tender form set including all annexures and subsequently issued corrigenda, duly signed on all pages accepting the terms & conditions. The document containing alterations, erasures or any handwritten material shall not be considered.
- 13. Brochures issued by OEM of micro ATM device for which the vendor has submitted the technical / price bids.(Brochure uploaded in technical bid should have only one item and the same item quoted is ought to be supplied)
- 14. Certificate / Declaration of local content*: The bidder is required to provide selfcertification as per Annexure-J and details of location(s) at which the local value addition is made.
- Annexure K Authorization letter issued by the Proprietor / CEO / Director or any toplevel executive, authorizing representing executive(s) to sign on the tender documents.
- 16. **Annexure-L:** Undertaking letter of authenticity
- 17. Annexure-M: Undertaking Regarding Black Listing
- 18. Other required documents mentioned elsewhere in this tender document

*Based on this self-certificate / declaration, the vendors will be identified as "Class-I Local supplier" or "Class – II Local supplier" or "Non Local supplier". For criteria of identifying supplier category & tender order award guidelines, please refer to the **Annexure-I**.

PART – B (COMMERCIAL/INDICATIVE PRICE BID) – "Price Bid for supply & installation of Micro ATM Device" consisting of:

1. The Price Bid should be submitted online in the GeM portal only. This is treated as Indicative Price bid.

2. The Bank expects the bidder to carefully examine all instructions, terms & conditions, technical specifications etc., mentioned in this RFP. Failure to furnish all information required for submission of a bid not substantially responsive to the RFP in every respect will be at the bidder's risk and may result in the rejection of its bid without any further reference to the bidder.

Note - The Bidders should not fill the hardcopy of the financial bid (Annexure-G), this Annexure is provided for reference to the bidders. The bid should be submitted online in the GeM Portal only.

4. **Reverse Auction** will be conducted for the shortlisted vendors to arrive at the final L1 price. The date of reverse auction will be informed through mail communication by E Procurement team and the Bank.

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5.11 Conditional Bid

Any conditional bid is not valid and shall be summarily rejected

5.12 Rates quoted to be EXCLUSIVE of all taxes

The RATES quoted should be **EXCLUSIVE of all Taxes (GST, TCS).** No condition, such as, + GST will be accepted.

However, the quoted rates should be inclusive of all the charges for shipping, transit insurance, installation and warranty services at the delivery locations.

6. EVALUATION – THREE STAGES

6.1 FIRST STAGE OF EVALUATION: Technical Bid Evaluation

In the first stage, only the **Technical Bids** will be opened by the "Tender Opening Committee".

After the technical bids pass the qualification, the Bank may make site visits to the factories, firms, units to carry out inspections. The vendors will be shortlisted for further process, after the site inspection.

6.2. <u>SECOND STAGE OF EVALUATION</u>: Submission of **Indicative Price Bids** by the vendors. After evaluation tender committee – Fixes Base Price & Decrement Value for the Reverse Auction

In the second stage, **commercial/ Indicative price bids** of short-listed, technically qualified bidders shall be opened ON-LINE by the Banks tender committee and a Base price will be advised to the E-Procurement agency for further evaluation.

6.3. THIRD STAGE OF EVALUATION: of Bidding - REVERSE AUCTION

In the third stage, **REVERSE AUCTION** shall be conducted for arriving final rates of supply. The shortlisted vendors will be informed by E-Mail communication.

7. BID FEATURES

7.1. Language of the Bid

All bids and supporting documentation must be submitted in English only.

7.2. Bid Currency & Price Structure

Prices shall be expressed in Indian Rupees only.

The Prices quoted by the bidders should be:

- a) Inclusive of 3 Years onsite warranty & 2 Years Comprehensive AMC.
- b) Inclusive of all costs incurred in delivering the goods to the location
- c) Inclusive of all costs incurred in installation of the goods at the location
- d) Inclusive of all costs incurred in Packing
- e) Inclusive of all Transportation costs
- f) Inclusive of cost of Insurance for the period of transit until reaching the destination & installation
- g) Inclusive of cost of onsite service for the supplied goods till one year from the date of installation.
- h) EXCLUSIVE OF GST & TCS

The above list is not exhaustive; the Bank shall neither pay any other cost nor consider any other cost apart from approved L-1 rates.

7.3. Validity Period

The Bids shall be **valid for a period of 12 months/ONE Year** from the date of entering into rate contract / AGREEMENT. A bid submitted for a shorter period shall be rejected by the Bank as non-responsive.

7.4. Format & Signing of Bid

(a) The Bank, in case of non-adherence to the Format or partial submission of bid, will not evaluate the bid

(b) Each bid shall be made in the legal name of the bidder

(c) Each page of it shall be serially numbered, signed and duly stamped by the bidder or a duly authorized person on behalf of the Bidder,

(d) Any interlineations, erasure or overwriting are not valid.

(e) Executive(s) representing the bidder should be duly authorized to sign the bid, to interact with the Bank for all sorts of communication as well as to appear for price negotiation meeting, in case the bidder emerges as L-1 as a result of commercial evaluation of all technically qualified bids.

(f) A letter of this intent, issued by the Proprietor / CEO / Director or any top-level executive, authorizing representing executive(s) should be submitted as part of the Technical Bid.

8. BID EVALUATION

The purpose of bid evaluation is to determine: -

- (a) Reputation of the vendor for quality and reliability;
- (b) Acceptance of terms and conditions
- (c) Service capability of the vendor
- (d) Vendor's standing i.e. experience in supply
- (e) Vendor's eligibility as per the qualification criteria as specified in the tender documents;

8.1. General Evaluation

- 1. The Bank will examine the bids against *Bidder's Eligibility Criteria* mentioned in the RFP.
- 2. The Bank will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- **3.** The Bank may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any other bidder.
- **4.** Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each bid against this RFP. For the purpose of these clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the RFP without material deviations.
- **5.** During evaluation of the bids, the Bank may, at its discretion, ask the bidder for providing clarification on any point mentioned in its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
- **6.** The Bank will consider and evaluate the bid on the basis of EMD submitted by the vendor (if required to be submitted, which should match with the EMD requirement for the tender.
- **7.** Commercial bids of only those vendors will be opened, who are technically qualified andfulfill all other requirements as enlisted in the RFP.

8.2 Commercial Bids Evaluation, Indicative Prices & Reverse Auction

- 1. Commercial bids submitted will be opened only for those bidders, who have qualified in the general and technical evaluation.
- 2. The vendors are required to submit the **INDICATIVE PRICES** which will be considered for further evaluation through **REVERSE AUCTION**
- 3. The LOWEST prices arrived at in REVERSE AUCTIONS will be declared as L-1. However, the bank shall be under no obligation to accept the lowest or any other offer received from any of the participating bidders. The Bank reserves the right to reject any or all of the bids received without assigning any reason whatsoever.
- 5. The bank reserves its right for placing the orders as per requirement.
- 6. Bank reserves the right to negotiate with the L1 vendor to provide the better price than that of the price arrived in reverse auction.

7. L1 & Matching/Empanelment of vendors:

- The allocation of the total tender order will be done as per the guidelines mentioned in the Annexure-I.
- 8. The reverse auction will be conducted for the hardware item i.e., Micro ATM Device.

9. AWARD NOTIFICATION

9.1 Change of Address & Contact Details

The acceptance of a bid, subject to contract, commercial considerations & compliance with all terms and conditions will be communicated in writing by means of placing order at the address specified by the bidder in its bid. Any change of bidder's address, E-Mail address, Phone Numbers, should therefore be promptly notified to: -

CHHATTISGARH RAJYA GRAMIN BANK,

CORPORATE OFFICE: Nava Raipur, GB Department, Sector – 24, Atal Nagar, Nava Raipur, Chhattisgarh E Mail: <u>gb.ho@cqbank.in</u>

The Bank shall not be liable for any mis-communication on account of the Bidder's failure to notify the Bank regarding any changes in its contact details. The Bank reserves the right to disqualify the Bidder if the Bank is unable to contact the Bidder or if the Bidder fails to send a prompt reply within a reasonable period of time as determined by the Bank due to the aforementioned reasons.

10. Bidder's Disqualification

Any bidder not complying with the bidding process is liable for disqualification at any stage without assigning any reason. Decision of the Bank in this regard shall be final, conclusive and binding on the bidder.

11. TERMS AND CONDITIONS

The Terms and Conditions for vendors who participate in this tender are specified in the – Annexure-B. These terms and conditions are binding on all the vendors. These terms and conditions will also form part of the purchase order, to be issued to the successful Bidder(s)/Vendor(s). All the terms and conditions in the tender document should be stamped and signed and attached with the Technical Bid as acceptance of these terms and conditions.

12. NON-TRANSFERABLE OFFER/SUBCONTRACTING

The order placed by the Bank shall have to be honored by the vendor who has participated in the tender and subsequently empaneled by the Bank. The Bank's order is non-transferable and subcontracting is not allowed by any means. If the successful Bidder fails to provide the products and services in accordance with standards and technical specifications prescribed by the Bank, the Bank reserves the right to refuse such delivery and take appropriate legal action against the Vendor; the Security Deposit/ Earnest Money Deposit of the vendor held with the Bank shall also be forfeited.

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13. PROPOSAL OWNERSHIP

The proposal and all supporting documents submitted by the Vendor shall become the property of the Bank.

14. ADDRESS FOR COMMUNICATION

Bids should be submitted ON-LINE through GeM Portal,

The tender offer with all necessary documents mentioned are to be submitted on or before 01.12.2023, before 11.00 AM.

Contact: For any technical enquires: Sanjay Goyal: 7974052311, Nagendra Singh - 6232033003

15. MODIFICATION AND WITHDRAWAL OF OFFER

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

16. PRELIMINARY SCRUTINY

Offers from Vendors not meeting the qualification criteria shall be rejected.

The Bank will scrutinize the offers received to determine whether they are complete and as per tender requirement, whether any errors/alterations have been made in the offer, whether technical documents as asked for and required to evaluate the offer have been submitted, whether the documents have been properly signed and whether items are offered as per the tender requirements. The Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. This waiver shall be binding on all Vendors and the Bank reserves the right for such waivers.

17. CLARIFICATION ON OFFERS

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

18. LOCATIONS OF DELIVERY & INSTALLATION

The Corporate Office of the Bank is floating this tender for purchase of Micro ATM devices, which shallbe delivered, installed and commissioned/supported by the Vendor at various locations of the Bank.The Region wise count of the branches/offices is provided in **Annexure-C**.

19. RIGHT TO ALTER QUANTITIES & ISSUE OF PURCHASE ORDERS

The Bank reserves the right to alter the quantities specified by the Bank up to $\pm 25\%$ of the Tendered quantity while placing the order.

20. LIABILITIES OF THE BANK

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

21. PROPOSAL PROCESS MANAGEMENT

The Bank reserves the right to accept or reject any/all proposal/ to revise the tender, to request one or more re-submissions or clarifications from one or more Vendors, or to cancel the process in part or whole. Additionally, the Bank reserves the right to alter the requirements, in part or whole, during the tender process. Each party shall be entirely responsible for its own costs and expenses that are incurred while participating in the tender, subsequent presentation and contract negotiation processes.

ANNEXURE-A

ELIGIBILITY CRITERIA (PROCUREMENT OF MICRO ATM DEVICES)

The following eligibility criteria laid down by the Bank needs to be fulfilled by the applicants / vendors /suppliers before submitting their applications duly filled in.

- **1.0** The Bidder should have all necessary registrations from the Government of Indiaand /or any of the State Governments.
- 1.2 The bidders shall be the authorized dealers of the Branded companies. They should submit all necessary certificates including OEM-Certificate issued by the manufacturing Company. Duly signed/ stamped original documents should be scanned & uploaded. The Bidders shall give three years onsite warranty and two years comprehensive AMC for Micro ATM Devices.
- 1.3 The Bidder should be in the line of business of Supply, Installation and commissioning of Micro ATM Devices and the bidder should have supplied Micro ATM Devices to public sector/private sector Banks/ Government Departments previously. The Bidders are required to submit past Purchase orders to substantiate the same as per the eligibility criteria and work experience mentioned in Annexure- H.
- 1.4 The Bidder should have a proven track record of providing adequate support and service through its branches/dealers etc. They should have service centers in all the district headquarters. They should provide Address of the service centers along with the names of service engineers.
- 1.5 The Bidder should presently not be banned / blacklisted as submitted in Annexure-M from dealing with the Government organizations, institutes and Banks. The bidders have to submit their financial statements for the last three years.
- 1.6 The minimum turnover should be as per **annexure H** for the last 3 financial years.The bidders have to submit their turnover statements for the last three years.
- 1.7 The bidder should have supplied on Capex basis at least 2000 Micro-ATMs in at least 3 Banks in India in last 5 years from the date of RFP Publication.
- 1.8 Prepference to make in india products: As per central govt circular No: P-45021/2/2017-PP (BE-II) dated 4th June, 2020 of the Ministry of Commerce and Industry, read with order no. F.No.6/18/2019-PPD dated 23rd July, 2020 with its subsequent amendments, of the Ministry of Finance, Government of India.
- 1.9 Any OEM/Bidder from countries having land boarder with India should be registered by competent authority of DPIIT, AS PER CIRCULAR No. F. 7/10/2021-PPD. Dated: 23-02-23.

TERMS & CONDITIONS

ANNEXURE-B

1. COMPLYING WITH CONFIGURATION

The indicated configuration has to be strictly adhered to and quotation submitted as per the formats given therein. Non-furnishing of any responses in the 'response sheet' of the technical bid may result in disqualification from the tender. The Bank reserves the right to decide whether to open or not to open the price bid of the vendor/to permit a vendor to participate in the reverse auction without assigning any reason whatsoever.

In case the supply is not according to the order or if the components, if any, are found to be varying from the order in any respect, the vendor will undertake to replace the same at no extra cost to the bank, during the period of use; the Vendor is liable to replace the same even if the such discrepancy is detected and brought to the notice of the Vendor after the warranty period. Use of products or components so supplied in case of exigencies or till the time taken by the Vendor to replace the same shall not amount to acceptance of such products or components by the Bank.

2. VALIDITY OF OFFER

The offer shall be valid for a period of **ONE YEAR** from the date of awarding the contract / date of entering into the agreement/date of empanelment.

3. NON-TRANSFERABLE OFFER

The order placed by the Bank shall have to be honored by the vendor who has participated in the tender and has been subsequently empaneled by the Bank. The Bank's order is nontransferable and sub-contracting is not allowed by any means.

4. PLACING OF ORDERS

The allocation of the total tender order will be done as per the conditions prescribed in **Annexure-I**.

5. OFFERS BY A THIRD-PARTY

The vendors are not permitted to authorize their dealers/distributors/stockists etc., (including individuals and third party firms/companies) to either collect or submit the tender-related documents on their behalf. The Bank will summarily reject such requests and arrangements.

6. MATERIAL ALTERATIONS & AMBIGUOUS/UNQUANTIFIABLE COSTS

The offer should ensure that there are no strike-offs, over-writing, and illegible or undecipherable figures to indicate their offer. All such cases may be disqualified on this score alone. The decision of the Bank is final and binding on the offeror. Kindly ensure that ambiguous or unquantifiable costs/amounts are not included in the offer, which would disqualify the offer.

7. TAXES/LEVIES/DUTIES

The quoted prices should be **exclusive of GST** but inclusive of all charges like packing/forwarding/freight/transit insurance, installation/commissioning etc., for the equipment to be delivered, installed and commissioned at our specified site(s) **Annexure-C**.

8. DELIVERY PERIOD

The equipment (as per the specifications given) should be made ready for conducting the

mandatory FAT (Factory Acceptance Test) within 2 (Two) weeks from the date of the LOI/PO. After the equipment is tested and accepted by the HO/CO Team at the factory, the same should be delivered within 2 week's time thereafter to the Branches/sites of the Bank. **Finally, material should be supplied and installed in all the branches within 4 to 6 Weeks from the date of Purchase Order.** Any delay will lead to cancellation of the LOI/PO itself and forfeiture of the security deposit even though the FAT was successful and the equipment was approved by the testing Team. However the Bank may condone such delay at its discretion subject to the applicable rate of penalty for the delay, the decision of the Bank shall be final and binding in this regard.

9. WARRANTY AND AMC

9(a). Warranty:

The warranty period shall expire after three years from the date of installation of Micro ATM Devices. Date of installation of the ordered equipment will be considered from the actual date of installation but not the date of delivery of the item. The Warranty shall cover comprehensively all the Hardware and networking items and any software accompanying the Hardware and included in the cost thereof. The vendors should provide comprehensive and unconditional warranty to the goods they have supplied.

During the warranty period service support should be provided within 24 hours of lodging complaint. In case the rectification is delayed or any part needs to be taken to the vendor's premises/ workshop for repair, the vendor should provide standby equipment within 72 hours from the date of complaint. The standby items should be replaced with the originals or new items (of the same make & model as specified in the contract) within a week. In cases of the replacements with new devices, the new items should be of the same make & model of the damaged items.

9(b). Annual Maintenance Contract (AMC):

- 1. The AMC period shall start from the next day of expiry of warranty of each individual Micro ATM and ends after 24 months from the date of commencement of AMC.
- 2. During the period of Warranty & AMC, vendor has to make arrangements to attend the problems and also monitor the calls of the respective branches/office Regional office and report to the Senior Manager (Operations) or Manager-IT of that particular region through mail/Phone as and when complaints are received.
- 3. Log the complaints / calls received from the assigned branches / offices. The logged details should include nature of the complaint and date & time of the complaint. A specific call reference number should be provided to the concerned Manager (IT)/Regional Office.
- 4. Should track the complaint and should ensure rectification / repair within 24-hours from the complaint.
- 5. In case of non-rectification/repair of the equipment within specified 24-hours, then AMC empanelled vendor should place standby Micro ATM for the purpose of smooth functioning of the branch/office at no additional charges to the Bank.
- If any spare part item / hardware item as a whole is to be carried out of the branch / office for repair purpose, a written acknowledgement should be provided to the branch & Manager(IT)of that Region.
- 7. Hold the inventory of the hardware items at any point of time for which AMC services are being rendered.
- 8. Should arrange security patches / OS patches installation to the Operating System and other software updates which are required to run the Micro ATM.
- 9. Should install the software drivers whatever required.

- 10.In addition to maintaining the hardware spares, vendors have to provide support in case of failure or corruption of operating system and make the Micro ATM device functional. No additional charges will be paid by the bank on account of above supports.
- 11.A minimum uptime of 95% should be maintained. The downtime at a branch/ site will be calculated as the period an item was not working out of the total working time over a full quarter. The amount deductible from the AMC charges payable quarterly for the down time will be as per the Annexure N.

For calculating downtime, a quarter is taken as 72 days, working hours from Monday to Saturday(Excluding second and fourth Saturdays) taken at 7 hours per day, uptime of minimum 95% is required to not to consider for penalty. Penalty amount is to be rounded off the nearest rupee. For sample calculation of the AMC penalty, the **Annexure - N** should be referred.

- 12.As it is comprehensive AMC, Non-Serviceable components and sub-assemblies should be replaced / upgraded at no additional cost to the Bank.
- 13. The AMC amount payable depends on the hardware in use at the branches / offices. The AMC amount will be paid by the Regional Office concerned on a quarterly basis, in arrears, after adjusting for penalty, if any, as per the rates quoted by the L1 (lowest quote) vendor.
- 14. Vendors are required to enter into a formal Annual Maintenance Contract Agreement with us on the Banks's Standard format. The required stamping charges for entering into the agreement should be borne by the vendors.
- 15. The Bank reserves the right to terminate the AMC with the vendors, at any time if their performance is not satisfactory during any quarter. In such an event, the vendor should ensure restoration of all the spares taken away for repairs to branches concerned, duly repaired.
- 16. The Bank reserves the right to a) enter into separate AMC b) modify the composition of Regional Office and allot the branches to more than one vendor if found unavoidable and c) reject any offer, without assigning any reason, based on responses submitted by the vendors.
- 17. Bank reserves rights to impound EMD/Security deposit amount if the vendor differs the Agreement terms/Terms mentioned in the tender document.
- 18. The rates quoted by the vendor shall be exclusive of GST but inclusive of all components for carrying out the AMC as set out in the Terms and Conditions including spares to be maintained and the remuneration to be paid to the engineers etc. In case the Bank is of the opinion that the rates quoted by any tenderer is not realistic, the Bank reserves the right to call for a detailed assessment and working chart on the basis of which the rates have been quoted and also reserves the right to disqualify the tender if no such calculation / assessment is furnished or the same is not satisfactory.

10. SECURITY DEPOSIT FORFEITURE - PENALTY FOR DELAYS

10. : Penalties during warranty period:

In order to eliminate delays in the delivery schedules & support during warranty period, it has been decided that security deposit as mentioned in point number 2 (scope of work) will be collected from the vendors who are willing to quote for supply of Micro ATM Devices. No request from Vendors either for waiving the EMD / Security Deposit or for recovery/retention of the EMD/ Security Deposit amount against future payments due to them or additional time for submission of the EMD will be entertained. The EMD would be returned to all unsuccessful bidders within 30 days after placing PO/LOI on the selected Vendors, the Bank shall not be liable to pay any interest or any other kind of penalty in case of any delays or otherwise. No correspondence will be entertained on this account and the Bank's decision will be final and binding on all vendors

Penalty for Delay in Supply: In case of delay in delivery beyond the period of 4 Weeks, a penalty of 0.5% of the total cost of undelivered quantities during delay of every subsequent week, subject to a maximum of 10%, beyond which the order shall be cancelled and may lead to termination of the contract and forfeiture of security deposit at the discretion of the Bank.

Penalty for Delay in Service during Warranty Period: In case the vendor fails in repairing or replacing (with standby) the faulty item during the warranty period within 24 hours from the date of complaint, a penalty of .5% of the total cost of goods shall be imposed during delay of every subsequent week, subject to a maximum of 10%. Failure to replace the goods with new ones within 3 weeks from the date of complaint may lead to forfeiture of security deposit.

Note: For the purpose of calculation of liquidated damages / penalty, part of a Week will be considered as a full week.

11. **b** : Penalties during comprehensive AMC period:

- **1.** Ensure a minimum uptime of 95%. Downtime at a branch/site will be determined by the duration during which an item was non-operational, divided by the total working time in a full quarter. The deduction from quarterly AMC charges due to downtime will adhere to the rates outlined in the attached Annexure N.
- Failure to arrange standby Micro ATM device or replace the device with new ones within 21 working hours (3 days in a quarter) penalties will be levied as per Annexure N, if final resolution is provided within 3 weeks from the date of complaint may lead to forfeiture of security deposit.

11. The EMD/Security Deposit may be forfeited

a) If bidder withdraws its Bid during the period of Bid Validity

b) In case a Successful Bidder fails to accept the Purchase Order

c) If the vendor doesn't supply the goods within 6 Weeks from the date of releasing PO.

d) If the vendor doesn't replace the faulty item(s) with a new one within 3 Weeks from the date of complaint during Warranty Period.

e) If the vendor fails to comply with any terms of this tender document/Purchase Order.

f) Under any other circumstances as the Bank deems fit.

12. ENHANCEMENTS AT NO ADDITIONAL COST

The configuration given is the minimum configuration that is/are required. Vendors may choose to supply higher/better/enhanced Micro ATM Devices but their financial quotes shall be treated as if they have been offered for the specified configuration only.

13. SHORT-SHIPMENTS

No short-shipments are permitted. In the unlikely event of such short-shipments, the security deposit would be forfeited automatically. Moreover, the vendors should invariably seek the written consent of the Bank, before dispatching the ordered equipment with some short-shipments. In the event of very important or critical equipment (in the view of the bank) getting short- shipped, no payment will be released till the short-shipped items are delivered (this is in addition to the forfeiture of the security deposit).

14. COPYRIGHT/LICENSE VIOLATIONS & PROVISION OF LEGALCOPIES

Vendors shall explicitly absolve the Bank of any responsibility and indemnify the Bank against any liability arising out of the use of any system/application software supplied by the Vendor, with regard to copyright/license violations, if any. Wherever the hardware is supplied with preloaded system/application software, appropriate LTU (License –To-Use)/ Paper License with recovery media for each of the Micro ATM Device shall be provided free of cost. At any time after installation of the required Micro ATM Device, if it is discovered that the software or hardware installed or used is counterfeit/not genuine, not compatible, or not recommended to be used along with the products supplied as per instructions issued by the manufacturer, the contract entered into between the parties stands terminated and the vendor or supplier, as the case may be, will be made liable directly for the consequences of using such counterfeit software and hardware components or programs and the damages arising there from including remote damages. In cases of such discovery, the bank is discharged from making payments due to such vendor/ supplier in addition to forfeiting security deposit and is at liberty to take necessary action as per the law.

15. DIVERSION OF EQUIPMENT

In the event of the Bank deciding to install the ordered equipment, either the entire lot or a part thereof, at a different location/Branch, the vendors will have to provide the documentation (invoices, delivery Challans etc.,) accordingly. The Bank may, at its own discretion, pay the cost of transportation, on actual basis, only if the entire lot was delivered at the designated branch before the diversion of equipment is intimated to the vendors.

16. TRAINING FOR BANK PERSONNEL

Vendors shall provide free training to the Bank's personnel at the site/It cell, Corporate Office Nava Raipur in the operating of Micro ATM Device.

17. SERVICE SUPPORT ON SATURDAYS/SUNDAYS AND HOLIDAYS

During the entire warranty period it is incumbent on the vendors to provide complete and satisfactory technical support in the areas of installation of Micro ATM Devices. As most of these activities are carried out during holidays/Saturdays/Sundays, it is necessary for the engineers/technical support personnel from the vendor's side to work (along with the technical staff/operating staff from the Bank's side) on these days as well, even though these may be holidays as per their service conditions. In addition to the 3 years (as the case may be) unconditional comprehensive warranty, the Bank may insist upon the selected vendors to assign one exclusive Engineer/Help Desk for a cluster/zone during the entire warranty period (or for that length of period as it may consider necessary) to ensure smooth implementation. All expenses incurred by the vendors in extending such support will be borne by the vendors only.

18. INSPECTION AT FACTORY LOCATION (FAT/PDI)

Vendors will intimate to the Bank the date of factory inspection, by which date the entire equipment should be kept ready for the Bank's inspection. The vendors have to ensure that all the equipment/components /peripherals (and all the sub-components thereof) are kept ready by the indicated date, failing which the security deposit would be forfeited. Documentary evidence should be provided to the team to prove the validity of all such part numbers.

19. SITE ACCEPTANCE TEST (SAT) SCHEDULE

In addition to the above, factory acceptance tests/procedures would be repeated at the site after installation of **Micro ATM Devices**.

20. PAYMENT TERMS

No advance amount will be paid along with the Purchase Order/Letter of Intent. 90 % Payment will be made only after installation, successful acceptance tests (As detailed elsewhere) and,

remaining 10% will be paid after expiry of agreement (warranty period 3 year + AMC period 2 years) or upon production of Bank Guarantee (From any of the Nationalized Banks, other than CRGB) equal to 10% of the order value which should be valid for a period of 5 years (Till expiry of agreement) (as the case may be) form the date of Installation.

Payment for Micro ATM Devices, purchased at the Branch/site shall be made as per the under noted schedule (No representation will be entertained for releasing Ad-hoc payments, of any nature):

a. Advances Payment with LOI/PO	:NIL
b. Against delivery and installation reports	: 70% of the total Cost
After completion of the agreement period (3 Years warranty + 2 years AMC)	:30% of the total cost

or against submission of delivery and installation reports amounting to 90% of the total cost upon being satisfied by the functioning of the systems/ products; a certificate to the same effect shall be issued by the Chief Manager/Senior Manager/Manager of the office where the hardware/ software has been installed by the VENDOR. Balance payment of 10% will be made only after receipt of a satisfactory report from the Chief Manager/Senior Manager of the office after 5 years (warranty period of 3 years + AMC period of 2 years), along with production of Bank Guarantee for the remaining 10% of the total cost before the end of the agreement period

or a Special Term Deposit of CRGB for 10% of the total cost at any Branch. The fixed deposit receipt has to be duly discharged by the Vendor on the back side of the STDR and will bemarked as LIEN by the Branch concerned. A suitable undertaking letter will also be obtained apart from the usual lien undertaking letter.

21. ADDITIONAL INFORMATION

The following aspects will also be taken into consideration and given weightage while finalizing the tenders:

- a) Past experience, for the supplies already made to the Bank.
- b) Commitment for storing critical spares/components at the branches/sites/Regional offices specified during warranty
- c) Support for various latest initiatives of NPCI and UIDAI and the support extended in delivering the new features.

22. PRE- CONDITIONS BY VENDORS

Please note that any other terms and conditions whether implicitly or explicitly stated in any of the responses by the vendors will be ignored. It is reiterated that any conditional offer is not valid and shall be summarily rejected.

Vendors may approach the General Banking Department of **Chhattisgarh Rajya Gramin Bank** for clarifications, if any, in this regard.

OTHER TERMS & CONDITIONS:

1. Indemnity

The vendor shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the Security System supplied by Vendor.

2. Limitation of Liability (Up to a maximum amount of 100% of order value) The liability of the successful Vendor arising out of any penalty and/or damages (on account of non-performance or inadequate performance or deficiency of services or breach of contract), which are resulting from any actions and/or deficient services of the Vendor or its employees or agents or the Service Provider shall be liable up to an amount equivalent to 100% of the order value. Provided that the Vendor shall indemnify in full without any limitation, protect and savethe Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings resulting from breach of confidentiality, privacy and security of confidential information, unauthorized access to confidential information, infringement of any law pertaining to patent, trademarks, copyrights, etc., or such other statutory infringements in respect of Micro ATM Devices supplied and /or used by them for the purpose of fulfilling the contractual obligations or while rendering the necessary services specified in this tender/contract/scope of services.

3. Publicity

Any publicity by the Vendor in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

4. Guarantee

Vendor should guarantee that the Micro ATM Devices including all accessories delivered to the Bank are brand new. The goods supplied to the Bank should be from the latest batch (not more than 3 months from the date of manufacture). In the case of software, the Vendor should guarantee that the software supplied to the Bank is licensed and legally obtained. All the goods must be supplied with their original and complete printed documents.

5. Assurance

The Vendor should provide an assurance, by accepting the Order and by complying with same during execution, that the application /software/ other item that is being supplied is free of malware, free of any obvious bugs and free of any covert channels in the code of the version of the application, at the time of delivery of programs/codes/items as well during as any subsequent versions/modifications done to the supplied programs/codes.

6. Confidentiality

The Parties shall observe the strictest confidentiality in respect of all matters relating to the implementation of this tender. All the information under this tender will be treated as confidential and shall not be disclosed to any third party unless otherwise agreed by the Bank. Nothing in this tender shall however be deemed to prohibit disclosure of any confidential information required under law, under a court order or by any regulatory or governmental authority. The obligation to maintain secrecy shall survive the termination of the agreement.

7. Information Security

The Vendor shall represent and warrant that it has developed, implemented and will maintain effective information security policies and procedures that include administrative, technical and physical safeguards designed to (1) ensure the security and confidentiality of confidential information provided to the Vendor hereunder, (2) protect against anticipated threats or hazards to the security or integrity of such confidential information; and (3) protect against unauthorized access or use of such confidential information.

And will comply with all applicable privacy and data protection laws, as well as all other applicable regulations and directives.

The Vendor shall agree to notify the Bank within two (2) business days in writing of any discovery by the Vendor of any breach or suspected breach of the provisions of this Tender or any loss or unauthorized use, disclosure, acquisition of or access to any Bank's Confidential Information and/or bank's business systems of which the Vendor becomes aware. The Vendor shall promptly take all appropriate or legally required corrective actions, and shall cooperate fullywith the Bank in taking all reasonable and lawful efforts to prevent, mitigate or rectify such Data Breach.

8. Force Majeure

The parties shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused

by any reason or circumstances or occurrences beyond the control of the parties, i.e. Force Majeure.

For the purpose of this clause, Force Majeure shall mean an event beyond the control of the parties, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation.

In the event of any such intervening Force Majeure, each party shall notify the other party in writing of such circumstances and the cause thereof immediately **within seven calendar days.** Unless otherwise directed by the other party, the party pleading Force Majeure shall continue to perform/render/discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

In such a case, the time for performance may be extended at the Bank's discretion. If the duration of delay continues beyond a period of 30 days, the parties shall hold consultations with each other in an endeavor to find a solution to the problem. Nothing in this clause shall deprive the Bank of it's right to terminate the contract at any time.

Notwithstanding above, the decision of the Bank shall be final and binding on the Vendor.

9. Resolution of Disputes

The Bank and the Vendor shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, 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 by formal arbitration.

• All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to a sole Arbitrator or to a panel of three arbitrators wherein one Arbitrator shall to be nominated by the Bank and the other shall be nominated by the Vendor, these Arbitrators will unanimously appoint a third arbitrator who shall act as the presiding arbitrator. The award of the Arbitrators shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996, as amended from time to time, shall apply to the arbitration proceedings and the venue of the arbitration shall be Warangal or Sangareddy as decided by the bank or depending on the convenience of the bank. The cost of arbitration proceedings shall be borne by the Vendor unless an arbitral award to the contrary.

During the period of dispute each party shall continue its obligations under this tender.

10. Onsite support during warranty

The qualified bidder is solely responsible for providing any product related service during the warranty period, i.e for any defect in or breakdown of supplied hardware or the software. The Vendor shall not ask the Bank to approach the OEM or any other third party in this regard.

11. Demonstration of product & Placing of Demo Micro ATM Device:

The qualified bidder should provide the demonstration for the hardware to be supplied to the bank, at our GB department and one demo Micro ATM Device to be placed at IT department till release of first purchase order. Purchase order will be placed only after successful demonstration and ascertainment of satisfactory working condition of the Micro ATM Device (i.e hardware should meet the bank's requirement).

12. Interim Disqualification

If the qualified bidder violates any of the tender norms or the supplied product does not meets the bank requirement, the bank has the right to cancel the offer at any point of time with a written notice without providing any reason whatsoever.

13. Black listed / Financial disputes with CRGB

Vendors who are black listed by any organization or Bank or those vendors having financial disputes with CRGB are not eligible for participation in the tender process.

Date :/2023 Place :	I/we have read and understood the contents of this tender document as detailed in the above pages right from the Introduction, Scope of work, Tentative requirements, Bidding Process, Terms & Conditions, Payment Terms, EMD/ security deposit, Penalty, the Force Majeure clause & Resolution of disputes. I/We submit the technical bid and financial bid offers in the prescribed formats for supply & installations of Micro ATM Devices as per terms & conditions in the RFP.
	Seal of the bidder Signature

ANNEXURE - C

LOCATIONS FOR DELIVERY & INSTALLATION

S.No.	Name of the Region
1	RO Dhamtari
2	RO Durg
3	RO Jagdalpur
4	RO Raipur
5	RO Rajnandgaon
6	RO Ambikapur
7	RO Baikunthpur
8	RO Bilaspur
9	RO Korba
10	RO Raigarh
11	Corporate Office Nava Raipur

Please do visit our website <u>www.cgbank.in</u> to know about our RO office information.

Address for delivery & Installation will be communicated in the purchase orders.

VENDORS'RESPONSE

ANNEXURE -D

(Tender Offer Acceptance/Intent Letter)

(To be printed on Vendor's letter head)

Date: / /2023

Your Offer Reference No.: The General Manager-(Administration) Chhattisgarh Rajya Gramin Bank Corporate Office: Nava Raipur

Dear Sir

Tender Ref. No: 10/2023 -24 dated 10.11.2023

Having examined the tender documents including all annexures, the receipt of which is hereby duly acknowledged. We, the undersigned, offer to supply and install Micro ATM Devices at various branches of the Bank in conformity with the said tender documents. We accept all the terms & conditions of this tender.

S. No	Parameter	Vendors' Response Yes/No
1	We are agreeable to all the terms and conditions expressed by the Bank	
2	We are agreeable to the payment norms of the Bank.	
3	We are registered under GST Number	
4	We are having a minimum 3 years of experience in this field having supplied Micro ATM Devices to public sector/private sector Banks/ Government Departments.	
5	We have the minimum turnover and executed work order as per the eligibility criteria mentioned in Annexure-H.	
6	We have service outlets in the Bank's area of operation.	
7	We are agreeable to supply and install the goods within 4 weeks after receiving the purchase order	
8	We are agreeable to the penalty clause & security deposit forfeiture clause expressed by bank	
9	We are agreeable to provide Warranty and AMC as per the terms specified in the tender	
10	We are agreeable to compile and supply the material as per technical specifications(Annexure- F)	

We agree to abide by this tender offer till One year from the date of agreement or from the date of empanelment and our offer shall remain binding upon us.

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

We confirm that, we have not made any changes in the tender documents downloaded, except for filling in appropriate columns.

We confirm that we shall bear all costs associated with the preparation and submission of this bid and the Bank will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive.

Dated this	day of	2023
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Signature: _____(In the Capacity of)

Name:

Email ID:

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Duly authorized to sign the offer for and on behalf of M/s

Contact No: _____

ANNEXURE – E

VENDORS' PARTICULARS

(To be printed on Vendor's letter head)

TENDER FOR PROCUREMENT OF Micro ATM Devices

(Ref: Tender Ref. No: 10/2023 -24 dated 10.11.2023)

(Please fill up the columns wherever applicable)

S. No	Specifications	Particulars
	Name of the Unit/Firm with full address with Telephone / Mobile/ FAX. No's /Email Address etc.,	
	Administrative Office :	Email: Mobile:
1	Factory Address:	
	Whether ISO certified / IBA/RBI/SBI/approved Unit (if so, enclose copy of relative certificate issued)	
2	CONSTITUTION (Enclose evidence like Certificate of Commencement of Business /	a) Proprietary /Partnership firm /Private company/ Limited Liability Partnership / Public ltd. Company/Co-op Society (Delete inapplicable)
	memorandum of Articles of Association/ Partnership Deed Etc.)	 b) SSI Registration No./Trade License No. (Enclose Copy of Certificate) Date valid upto://
	Year of Establishment/	Year of establishment:
3	Experience in line of activity: (Please see Annexure -H Eligibility criteria for category wise minimum length if experience required)	Experience in years of the Proprietor / partner/ Director of the unit :years
4	Name of the Proprietor/ Mg. Partner /Mg. Director etc.	
5	Name and addresses of the Bankers / Phone Numbers	BANK: BRANCH: A/c No: IFSCode:

6	Whether registered for GST purposes (Mention No. & Date and furnish copies)	GSTNo:
7	Whether an Assessee of Income Tax (Enclose copies of IT Return for the last 3 years with all enclosures)	PAN No:
8	Annual Turnover for the last 3 years (Balance Sheets to be enclosed) If FY2022-23 is not audited, then they need to provide previous 3 Years Financial Statements i.e, 2019-20 & 2020-21, 2021-22	Rs. in lakhs Financial Year 2019-20Rs. Financial Year 2020-21Rs. Financial Year 2021-22Rs. Financial Year 2022-23Rs.
9	Names of Institutions/ Govt, Agencies / Banks, reputed companies etc., to whom your unit is executing works along with proof of the same	You may submit EMPANELMENT LETTER / AGREEMENT COPY
10	Were you removed / blacklisted at any time by any Bank / Govt. organization? If yes mention details	YES /NO
11	Whether registered as an MSME. If yes, kindly provide the UAM registration number or its equivalent	YES/ No

COMPLIANCE STATEMENT

Declaration:

We hereby undertake and agree to comply with all the terms and conditions stipulated by the Bank in the **RFP/Tender Document (and Annexures)**, and those specified on the Bank's website, <u>www.cgbank.in.</u>

PLACE: _____

DATE:____/__/2023

Signature of Authorized Signatory: Name: Designation:

Name of the Firm/ Company: Address: Seal of the Firm / Company:

(Ref: Tender Ref. No: 10/2023 -24 dated 10.11.2023)

Technical Specifications of Micro ATM Devices

((To b	be	printed	on	Vendor's	letter	head)	

Specification Type	Specification Requirement	Comply – Yes / No
CPU	Processor Quad core – Min 1.2GHZ	
OS	Android : Minimum build version 10.0 and above	
DISPLAY	Minimum 5.5 inches LCD with capacitive touch screen pixels 1280x720	
CAMERA	5 MP with flash & auto focus	
	Ports :Micro USB	
COMMUNICATION	Bluetooth : 4.0 and above	
	Internet connectivity – Minimum 4G, WIFI	
CONNECTIVITY WITH DUAL SIM SUPPORT	Should have Dual sim facility supporting 2G/3G/4G with Wi-Fi facility	
RAM & STORAGE	Minimum 4GB RAM and Minimum of 64GB internal storage	
BATTERY & POWER ADAPTOR	Rechargeable battery, with minimum 4 hours battery life, AC/DC Adaptor with surge protection.	
PRINTER	Must be able to print out transaction status and a mini- statement of at least the last 10 transactions. Receipts and other printed items must be legible for at least two months from the date of printing.	
LOCATION	The terminal should have the capability to communicate its location (Industry standard 16 channel NMEA Compliant GPS support or Cell Tower Location or any other dynamic method for approximate Lat-Long location)	
AUDIO	Speaker support - A facility should be provided for voice confirmation of the transaction. Encryption support for sound waves. Sound waves to pay (MIC)	
SCANNERS	Biometric/Fingerprint scanner : STQC certified RD capable optical or capacitive technology sensor +Extractor to meet the technical specifications as defined by UIDAI. Certified devices should carry theAadhaar logo on the device. The use of the Aadhaar logoshould be in accordance with the guidelines issued by UIDAI. L1 Registered fingerprint to support FMR and FIR technologies	
	Support for any IRIS scanner through Micro-USB port	
SECURITY	2048-bit PKI, 256-bit AES, Base64, SHA-256 for full compliance with Aadhaar Authentication API specifications	
	DES/3DES/AES encryption , Support RSA (1024 2048 bits key length)TMK/TPK support with all keys remote	

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	download capability, UKPT / DUKPT capability	
	MDM/TMS software	
PCI-PED for POS	PCI (Payment Card Industry) PED (Pin Entry Device) for POS	
	Magnetic stripe card reader : ISO three track 1/2/3, bi- directional reader, high-coercively	
CARD READERS	EMV Card / Chip reader : ISO 7816 compliant, EMV L1 and L2 certified secured contact reader	
	Contactless / NFC card reader Contactless smart card readers compliant to ISO 14443 A and B cards (for all four types of NFC tags) and ISO/IEC 18092. ISO 7816 dual SAM interface.	
SOFTWARE DEVELOPMENT KIT	EMV/PCI compliant android SDK OS 10 provided for android based POS terminals & registered device service for biometric scanner, printer & other peripherals sample application to be provided.	
DEVICE HARDENING	Third party applications should not be installed in the device. Such restrictions should be incorporated / set-up in the device / OS level. Only the Bank approved applications should get installed in the device	
DROP TEST	The device should be compatible to 1 meter drop test.	
Certification Test Reports	CE,RoHS,BIS,STQC,IP54,Bump Test and Vibration Test	
Payment certification	PCI PTS,EMV Contact, EMV Contact less,Visa Paywave, Master Card Paypass & NCMC Complied.	
Contact Less Card Reader	EMV NFC,ISO14443A &B, Mifare,Felisa, Desfire.	
Preference	Preference for Make In India product.	

Note: The Bidders have to confirm their compliance to each and every specification of all the items asmentioned in Annexure-F. The bids which are found to be not in compliance with any of the above specifications shall be treated as non-responsive & are liable to be rejected.

ANNEXURE – G

INDICATIVE PRICE BID FOR MICRO ATM DEVICES

TENDER FOR PROCUREMENT OF MICRO ATM DEVICES

(Ref: Tender Ref. No: 10/2023-24 dated 10.11.2023)

Τo,

The General Manager-(Administration), Chhattisgarh Rajya Gramin Bank, Corporate Office :: Nava Raipur Sir,

I/We have read the RFP and fully understood the Specifications, Terms & Conditions and herein quote the rates for **Micro ATM Devices** as required in the Tender No.:10/2023-24 dated 10.11.2023.

INDICATIVE PRICE BID WITHOUT BUYBACK

S.no.	Item Name	Make & Model	Bid Price in Rs.
1	Micro ATM Devices – 1no's (with the specifications listed in Annexure-F & with Three-Years onsite warranty & two years comprehensive AMC) (WITHOUT BUYBACK)		

The rates quoted for the above items are **exclusive of GST**, but **inclusive of** all other charges like packing/forwarding/freight/transit insurance, installation/commissioning etc.

We agree & understand that:

- 1) The price quoted shall be valid up to one year from the date of awarding the tender.
- 2) The ordered hardware shall have to be supplied & installed at the branches/offices given in he purchase order.
- 3) All other terms and conditions as well as technical details as set out in this tender document.

Date:____/___/___Place: _____

Signature of Authorized Signatory: Name: Designation:

Name of the Firm/ Company: Address: Seal of the Firm / Company:

ANNEXURE – H

TENDER FOR PROCUREMENT OF MICRO ATM DEVICES (Ref: Tender Ref. No: 10/2023 -24 dated 10.11.2023)

VENDORS' ELIGIBILITY - TURN OVER REQUIREMENT

The minimum turn-over eligibility of the vendors, for participating in the tender

		Cost of Hardware/	Vendor Minimum Turnover
s.no	Procurement Category	Tender Value	Requirement
1	Micro ATM Devices	3,24,00,000.00	65,00,000.00

CRITERIA FOR ARRIVING ELIGIBLITY "PREVIOUS WORK ORDER"

In order to find the potential and qualified vendors, the Bank has set up minimum work order that should have been executed by the bidders in the last 3-years duration. The vendor should provide documentary evidence (purchase orders or contracts) of works performed during the last 3 years as on 31.10.2023. Criteria for arriving minimum work order are as under:

	Previous work experience						
S.no	Work experience category	Tender Value	No. of Similar work(s) executed in last 03 Years	% of Tender Value to be considered	Net worth of Experience		
			1	80%	2,59,20,000.00		
1	Micro ATM Devices	3,24,00,000.00	2	50%	1,62,00,000.00		
			03 or above	40%	1,29,60,000.00		

Experience of working in the relevant Field should be

- 1) Three works, each costing not less than 40% of the tender Value. Excluding GST [or]
- 2) Two works, each costing not less than 50% of the tender Value. Excluding GST [or]
- 3) One work costing not less than 80% of the tender Value. Excluding GST

ANNEXURE – I

TENDER FOR PROCUREMENT OF MICRO ATM DEVICES (Ref: Tender Ref. No: 10/2023 -24 dated 10.11.2023)

CRITERIA FOR AWARDING THE TENDER ORDER

Applicability of Preference to Make in India, Order 2017 (PPP-MII Order)

- Guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPPMII Order and revision thereto) will be applicable for this RFP and allotment will be done in terms of said Order as under:
- (a) Among all qualified bids, the lowest bid (as quoted in reverse auction) will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- (b) If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- (c) If L1 is not a class- I local supplier and If there is no class I bidders within margin of purchase preference or If the class – I local suppliers falling with in the margin of purchase preference but not matching with L1 price, the orders will be awarded as below.

Total tender order will be distributed to L1, L2 and L3 vendors (if L2 & L3 vendors match L1 rate. else L4 & L5 will be honored if L2 and L3 does not match L1 Price respectively) in 50%, 30% and 20% proportions approximately.

Definitions under "Preference to Make in India, Order 2017 (PPP-MII Order)" and revision thereto:

"Local content" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

"Class-I local supplier" means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed for 'Class-I local supplier' hereunder. "Class-II local supplier" means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed for 'Class-II local supplier' hereunder. Class-II local supplier shall not get any purchase preference under this RFP.

"Non-local supplier" means a supplier or service provider whose product or service offered for procurement has 'local content' less than that prescribed for 'Class-II local supplier' under this RFP. "Minimum Local content" for the purpose of this RFP/Tender, the 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. If Nodal Ministry/Department has prescribed different percentage of minimum 'local content' requirement to categorize a supplier as 'Class-I local supplier', same shall be applicable.

"Margin of purchase preference" means the maximum extent to which the price quoted by a 'Class-I local supplier' may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.

(To be printed on Vendor's letter head)

ANNEXURE –J

TENDER FOR PROCUREMENT OF MICRO ATM DEVICES

(Ref: Tender Ref. No: 10/2023 -24 dated 10.11.2023)

Date:___/__/2023

Τo, The General Manager-(Administration), Chhattisgarh Rajya Gramin Bank, Corporate Office :: Nava Raipur

Format for self-certification of local content

Date:

Dear Sir,

Ref.: RFP No. :_____Dated: _____

This is to certify that, the following hardware item(s) that we wish to supply, is/are having the local content as specified in the below mentioned table.

The details of location(s) at which the local value addition is made are as under:

Sno	Product details	Make & Model Name	Percentage of local content as defined in the RFP/Tender	Name of the place where local content is added to the goods
1	Micro ATM Devices			

This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 including revision thereto.

> Signature of Authorized Signatory: Name: Designation:

Name of the Firm/ Company: Address: Seal of the Firm / Company:

(To be printed on Vendor's letter head)

ANNEXURE – K

Letter of Authorization

Ref. No. dated____/__2023

Τo,

General Manager (Administration) Chhattisgarh Rajya Gramin Bank, Corporate Office – Nava Raipur

Dear Sir,

Tender Ref. No: 10, Date:10.11.2023.

We M/s	(Registered as	with	, bearing registration	number	with
registered office situated	at)who are e	established ar	nd reputed vendors / s	suppliers	of various
office solution equipment_			having factorie	s at	
and			do	hereby	authorize
Sri/Smt/Kum/Transgende	r			(Nam	ne) to offer
our tender/quotation, neg offer.	otiate and conclude	e the contract	with you against the	above in	vitation for

The above representative shall be responsible for answering any query and for authenticating any documents as required during the process of tender opening for smooth conclusion.

Yours faithfully,

For and on behalf of M/s _____ (Name of company/manufacturer)

Signature of the Authorized Person

Note: This letter of authority should be written / printed on the letterhead of the

company/manufacturer(s) and should be signed by a competent person of the company/ manufacturer.

ANNEXURE – L

Undertaking of Authenticity

To, The General Manager-(Administration), Chhattisgarh Rajya Gramin Bank, Corporate Office :: Nava Raipur

Sub: Undertaking of Authenticity for Hardware & Software Supplies Ref: RFP No. CRGB: Tender no. 10 dated 10.11.2023

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

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

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

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

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

Dated this day of......2023

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

(To be printed on Vendor's letter head)

ANNEXURE – M

Undertaking Regarding Black- Listing Requirement

Our Lr No: dated_/____2023

To, The General Manager-(Administration), Chhattisgarh Rajya Gramin Bank, Corporate Office :: Nava Raipur

Dear Sir,

Tender Ref. No:

Date:

I/We M/s _____(Registered as....... with........, bearing registration number with registered office situated at.......)who are established and reputed vendors / suppliers of optimizers ______ etc., having factories at ______ and

______do hereby confirm that our concern has not been NOT-BLACKLISTED by any Bank or a Govt. Organization during the last THREE years.

We assure you of our best services timely and qualitatively.

Yours faithfully, For and on behalf of M/s

(Name of Company/manufacturer)

Signature of the Authorized Person

Note: This letter of NON-BLACKLISTING should be written / printed on the letterhead of the Company/manufacturer/s and should be signed by a competent person who has been so authorized by the manufacturer.

Annexure - N

SAMPLE CALCULATION OF DOWNTIME PENALTY UNDER AMC

Assumptions taken into consideration:

A Quarter is taken as 72 working days.

Working hours from Monday to Saturday (Excluding 2^{nd} and 4^{th} Saturdays) taken at 7 hours per day.

If a micro ATM is down for 21 working hours (3 days in a quarter) penalty will be considered

Minimum expected uptime for Micro ATM is : 95%.

Penalty amount is to be rounded off to the nearest rupee.

Example: 1

Suppose if a Micro ATM is down for 21 working hours in a quarter, the computation of penalty for downtime is as under:

If AMC amount for Micro ATM per quarter (Rs. 1500/- / 4) : Rs. 375/- (Assuming Rs. 1,500/- is the AMC value agreed upon for client system)

Total number of working days in a quarter	:	72 days
Total working hours in a quarter - 72 days @ 7 hours pe	er day:	504 hours
Normal expected uptime (504 x 95%)	:	479 hours
Penalty to be levied for the down time of 21 working ho (/ 479 = Rs. 16/-

Net AMC amount payable for one Micro ATM is = Rs. 375.00 - Rs. 16.00 = Rs.359.00/-