



INDIAN OVERSEAS BANK

REQUEST FOR PROPOSAL

**FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH
DISPENSERS & CASH RECYCLERS**

RFP Reference Number: RFP/ITD/010/18-19 dated 09.11.2018

Information Technology Department Central Office

Indian Overseas Bank

763, Anna Salai Annexure Building

Chennai 600002



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

List of RFP Contents:

1. Project Specific Terms and Conditions
2. General Terms and Conditions
3. Annexes

Annexure :

- | | |
|------|--|
| I | Scope of Work |
| I(A) | Technical Specification |
| II-A | Format for Technical Bid |
| II-B | Offer Covering Letter |
| III | Format for Commercial Bid |
| IV | Letter of Authorisation from OEM (MAF) |
| V | Letter of Undertaking. |
| VI | Self-Declaration – Blacklisting |
| VII | Format of Bank Guarantee (EMD) |
| VIII | Format of Bank Guarantee (Delivery & Implementation) |
| IX | Format of Bank Guarantee (Performance) |
| X | Format for Non-Disclosure Agreement |
| XI | Covering letter for Pre Contract Integrity Pact |
| XII | Pre Contract Integrity Pact |
| XIII | Service Level Agreement Format |



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

INTRODUCTION

Indian Overseas Bank (hereinafter referred to as "Bank") invites Request for Proposal (hereinafter referred to as "RFP") from well-reputed vendors for Supply, Installation and Maintenance of ATM Security Solution for Bank's Cash Dispensers & Cash Recyclers (**hereinafter also referred to as "Solution"**) based on the requirements, specifications, terms and conditions laid down in this RFP.

DISCLAIMER

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

This RFP document is not an agreement and is not an offer or invitation by the Bank to any parties other than the applicants who are qualified to submit the bids (hereinafter individually and collectively referred to as "Bidder" or "Bidders" respectively). The purpose of this RFP is to provide the Bidders with information to assist the formulation of their proposals.

This RFP does not claim to contain all the information each Bidder requires. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP. The Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. The information contained in the RFP document is selective and is subject to updating, expansion, revision and amendment. It does not purport to contain all the information that a Bidder require.

Bank in its absolute discretion, but without being under any obligation to do so, can update, amend or supplement the information in this RFP. Such change will be published on the Website (www.iobtenders.auctiontiger.net) and it will become part of RFP. Indian Overseas Bank reserves the right to reject any or all the proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of the Bank shall be final, conclusive and binding on all the parties. Bank reserves the right to cancel the entire bid at any point of time, or disqualify any particular bidder, if it finds that fair play is not maintained by the bidder.

THIS RFP CONSIST OF THREE PARTS. PART I - DETAILS PROJECT SPECIFIC TERMS AND CONDITIONS, PART II DETAILS GENERAL TERMS AND CONDCTIONS AND PART III DETAILS SUBMISSION OF VARIOUS DOCUMENTS AS PER FORMATS PROVIDED AS ANNEXES.



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

PART I - PROJECT SPECIFIC TERMS & CONDITIONS:

1.1. SCHEDULE OF BIDDING PROCESS:

S.No	Description of Information / Requirement	Information / Requirement
1	Tender Reference Number	RFP/ITD/010/18-19
2	Date of Issue of RFP	09.11.2018
3	Last date for receipt of queries, if any.	16.11.2018 (Via email at midhwd@iobnet.co.in)
3.a	Date of Pre Bid Meeting	20.11.2018 at 1500 hours at Bank's Central Office
4	Bid Submission Mode.	https://iobtenders.auctiontiger.net/EPROC/ Through e-tendering portal (Class II or Class III Digital Certificate with both Signing & Encryption is required for tender participation)
5	Last Date and Time for submission of bids along with supporting documents through the above e-tendering portal.	03.12.2018 on or before 1700 hours. (End time for submission will be as per e-tendering service provider server time).
6	Last date, time and place for submission of Original Demand Draft for Cost of document and BG in lieu of EMD & Integrity Pact on Rs. 100 stamp paper.	04.12.2018 on or before 1530 hours at the Bank's Information Technology Department, Chennai. (Should be submitted to the contact officials in person).
7	Date, time and venue for opening the Technical bid through e-tendering portal.	04.12.2018 at 1600 hours at the Bank's Information Technology Department, Chennai.
8	Date, time and venue for opening the commercial bid	Shall be intimated to the technically qualified bidders in due course.
9	Name of contact officials for DD submission as stated in serial no.6.	Srinivasan K- Chief Manager Phone: 044- 28519458 Vishesh Singh-Asst. Manager-IT Phone: 044-28519471
10	Address for Communication / Submission of Bids	The Assistant General Manager, Indian Overseas Bank, Information Technology Dept, Central Office, 763, Anna Salai, Chennai – 600002.
11	Contact officials for any technical clarification.	Mr. Desikan V –Chief Manager Tel : 044-2888 9176 Mr.Sumit Kumar Sahu – Manager –IT Tel : 044-2888 9176
12	Contact e-mail ID	videsi@iobnet.co.in atmuptime@iobnet.co.in midhwd@iobnet.co.in



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

13	Support person and phone number for e-tender service provider for any help in accessing the website and uploading the tender documents.	e-Procurement Technologies Limited Shivam Shewaramani: 079-68136824 Shivam@auctiontiger.net YashrajSinh Rathod: 079-68136815 yashrajsinh@auctiontiger.net
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1.2. COST OF BID DOCUMENT& EARNEST MONEY DEPOSITS (EMD):

Sl.No.	Description	Amount in Indian Rupees
1.	Cost of Bid document (Refer clause 2.3 of the RFP)	Rs. 15,000
2.	EMD (Refer clause 2.3 of the RFP)	Rs.35,00,000

Bidders who are registered with National Small Industries Corporation (NSIC)/ Udyog Aadhaar Memorandum under MSME Act are exempted for the submission of Cost of Bid document and EMD. Documentary Proof of Registration Certificate to be submitted along with the technical bid.

1.3. QUALIFICATION CRITERIA (QC):

The documentary evidence of the OEM / Bidder's qualifications to perform the contract, if its offer is accepted, shall establish to the Bank's satisfaction that:

- a. CRITERIA FOR OEM:** All OEM's participating directly or through partners shall be required to comply with the following terms and conditions:
- OEM should be in core business, at least for a period of last three years as on date of issuance of RFP. Documentary proof to be submitted.
 - The proposed ATM Security Solution from the OEM should be functional in any organizations (Bank/Insurance/Government) with a minimum of 1000 terminals as on the date of the RFP. (Documentary proof such as Satisfactory Performance Certificate to be submitted).
- b. CRITERIA FOR BIDDER:** OEM who qualifies all the above criteria can participate in the tender either directly (in this case OEM should comply with the criteria for bidder also) or indirectly through authorized partner who qualifies below mentioned criteria:
- The bidder is registered as a company in India as per Companies Act, 1956/2013 and should have been in operation for a period of at **least 3 years** in a related field as on date of RFP. The Certificate of Incorporation issued by the Registrar of Companies to be submitted along with technical bid. (Documentary proof should be attached).



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

2. The bidder has registered an average turnover of Rs. 100 Crore (Rupees One Hundred Crore) (Financial year shall mean an accounting period of 12 months. Figures for an accounting period exceeding 12 months will not be acceptable) for the last 3 financial years, (not inclusive of the turnover of associate companies) as per the audited accounts. Annual reports of 2015-16, 2016-17 and 2017-18 should be attached. Bidders who are yet to publish their audited document for the year 2017-18, must submit the provisional/CA certified results for the FY 2017-18. (Documentary proof should be attached.)
3. The bidder has registered net profit (after tax) for at least two financial years (Financial year shall mean an accounting period of 12 months. Figures for an accounting period exceeding 12 months will not be acceptable) in the immediate preceding 3 financial years as per audited accounts. Annual reports of 2015-16, 2016-17 and 2017-18 should be attached. Bidders who are yet to publish their audited document for the year 2017-18, must submit the provisional/CA certified results for the FY 2017-18. (Documentary proof should be attached.)
4. The Bidder should be Original Equipment Manufacturer of the Solution or the premium partner of OEM. The Bidder must be in position to provide support / maintenance / up gradation during the period of contract with the Bank and must be having back-to-back support from OEM. Bidder, be it OEM or premium partner, to submit a letter of authorization / Manufacturer Authorization Form (MAF) as per format provided in **Annexure IV** of this RFP. Either OEM or its premium partner in India shall participate in this RFP.
5. The bidder should have supplied and installed ATM related solution (Security Solution/Switch Solution/Multi-Vendor Support Solution/Fraud Risk Management Solution) in any Scheduled Commercial Bank in India as on the date of the RFP. This solution should be active in the organisation as on the date of the RFP. Satisfactory Performance Letter from the organisation to be submitted as proof of document.
6. In the event, the bidder has no experience in supply & installation of "ATM Security Solution" as defined in this RFP, bidder to submit an undertaking from the OEM stating that it shall be the responsibility of the OEM to complete the implementation of the ATM Security Solution in the Bank. Undertaking to be submitted along with technical bid.
7. The bidder should have support infrastructure (Registered Office/Authorized Service Centre/OEM Service Centre) in Chennai and Hyderabad where the solution shall be implemented. Documentary proof to be submitted.
8. The bidder should submit a letter of undertaking stating to agree to abide by all the terms and conditions stipulated by the Bank in the RFP including all annexes, addendum and corrigendum for the supply and installation of Solution at Banks Central Office,



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

Regional offices, and other offices located across the Country based on the requirements, specifications, terms and conditions laid down in this Request for Proposal (RFP). Bidder to submit the letter as per format provided in **Annexure V** of the RFP along with the technical bid.

9. The bidder should not have been blacklisted in any Central Government / PSU / Banking / Insurance company in India as on date of issuance of the RFP for a similar project. Bidder to submit the Self Declaration certificate as per format provided in Annexure VI of the RFP along with the technical bid.

1.4 BRIEF REQUIREMENT:

Bank wishes to deploy ATM Security Solution, described in detail in Annexure I & Annexure I-A of this RFP, for its ATM's and Cash Recyclers deployed across the country. Bank has a total requirement of 4000 number of Terminal Licenses for the Solution as on the date of the RFP. This number is subject to change as per requirement and discretion of the Bank.

1.5 SCHEDULES

Schedule of Various Services to be provided by the Successful Bidder are as follows:

1. Delivery of Solution at Banks Primary Data Centre - The solution including the required hardware, software and licenses should be delivered at Banks PDC within 6 (Six) weeks from the date of the acceptance of Purchase Order. (Proof of document should be submitted along with the invoice). The address of location for delivery & implementation of the solution is as given below: -

Indian Overseas Bank, Data Centre
Tata Communications
4, Swami Sivananda Salai
600002, Chennai
Tamil Nadu, India

2. Delivery of Solution at Banks DRS - The solution including the required hardware, software and licenses should be delivered at Banks DRS within 8 (Eight) weeks from the date of acceptance of the Purchase Order. (Proof of document should be submitted along with the invoice). The address of location for delivery & implementation of the solution is as given below:-

Indian Overseas Bank
Disaster Recovery Site, Hyderabad
C/o: Ctrl-S Data centers Ltd,
1st floor, Pioneer Towers,



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

Plot No: 16, Software Units Layout,
Hi-tech City, Madhapur,
Hyderabad-500081

3. Delivery locations are subject to change as per the requirement of the Bank. Delivery for the above purpose is deemed to be complete when the items specified in the Purchase Order are delivered and date of delivery is the date on which the item is delivered in full in CO and in DR (location wise).
4. **Penalty for Delayed Delivery:** Delivery for the above purpose is deemed to be complete only when all the items specified in Purchase Order are completely delivered (Location wise & item wise) and date of delivery is the date on which the last item is delivered. If the delivery schedule is not maintained as stated in clause 1.5 (1 & 2) or to such extended period as per clause 1.5 (3) of this RFP, a penalty of half percent (0.5%) of the item cost (location wise & component wise), for each week or part thereof of the delay subject to a maximum of 5% will be levied from the expiry of due date of delivery.
5. **Non-delivery:** Failure of the successful bidder to comply with the above delivery schedule, as stipulated in clause 1.5 (1), (2), shall constitute sufficient grounds for the annulment of the award of contract and invocation of bank guarantee (delivery). In such an event, the Bank will call for new bids and forfeit the EMD/Bank Guarantee.
6. **User Acceptance Test:**
 - I. Successful Bidder shall arrange for & conduct User Acceptance Test (UAT) for the ATM Security Solution. Bank's team shall evaluate the Solution in line with the technical & functional requirements detailed in this RFP. All costs incurred for UAT shall be to the account of the successful bidder.
 - II. Bidder shall complete UAT within 2 weeks from the date of actual delivery of solution at DC or due date of delivery at DC, whichever is later. Successful Bidder shall be issued UAT Signoff on completion of the UAT. If the UAT schedule is not maintained, a penalty of one percent (0.5%) of the Total Cost of Solution (Table I- Serial No 2- Annexure III) for delay of each week or part thereof, up to a maximum of 10% of the Total Cost of Solution shall be levied.
 - III. In the event the penalty reaches the maximum or that the successful bidder is unable to successfully complete the UAT, Bank reserves the right to invoke the Bank Guarantee for Delivery & Implementation and cancel the order issued to the successful bidder.



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

7. Go Live:

- I. The complete ATM Security Solution should be made operational within 1 week of the UAT Signoff date.
 - II. Go Live certificate shall be issued only if the onsite resources for facility management have been deployed. Go Live date shall be the date of Go Live of the solution or date of deployment of onsite resources, whichever is later. Successful Bidder shall be issued Go Live certificate duly signed by authorized official of the Bank.
 - III. If the Go Live schedule as stated above is not followed, a penalty of 0.1% of the Total Order Value (PO Value) for delay of each week or part thereof, upto a maximum of 10% of the Total Order Value shall be levied over and above the other penalties mentioned in clause 1.5.
8. Once the Liquidated Damages for any of the above activities reaches the maximum deduction of 10%, Bank may consider termination of the contract.
9. If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery & implementation the Supplier shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Bank shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract. If the delay is due to reasons attributable to the Bank, such period will be exempted from computation of delay for the purpose of LD.
10. In case the delivery, installation & implementation of the solution is not completed within a maximum of 12 weeks from the date of acceptance of the Purchase order, Bank may at its discretion provide an opportunity to the service provider to submit reason if any for such delay. Bank shall evaluate such submission and its applicability and bank decision in this regard shall be final and binding.

1.6 COMPREHENSIVE ONSITE WARRANTY

The Successful Bidder shall warrant that the equipment/software (solution) intended to supply under this RFP is new, unused, of the most recent models and that they incorporate all recent improvements in design and materials. The bidder shall warrant that all equipment /software supplied shall have no defect, arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

use of the supplied Hardware. **All the components of the solution viz. Hardware, Software/Licenses shall have a comprehensive onsite warranty for a period of 3 years from the date of Go Live.**

All the OS level issues are to be attended during the Warranty/AMC period. Warranty/AMC includes free spare parts, kits etc. Software installation/re-installation and software/firmware upgrades (including OS patch) during the warranty and AMC period at no additional cost to the bank.

The comprehensive onsite warranty shall be with **OEM back to back to support for all the Hardware supplied under this contract.** The word “warranty” in this document refers to “**comprehensive onsite warranty**”.

1.7 SUPPORT DETAILS:

1.7.1 ANNUAL MAINTENANCE CONTRACT FOR HARDWARE

1. The bidders shall quote AMC Charges for the Hardware (Application & Database servers) proposed under this solution for a period of **4 years** after the initial comprehensive onsite warranty period of 3 years in the commercial bid (Annexure III)
2. AMC rates to be quoted for the post warranty period must for a support similar to the one extended during warranty period **with OEM back to back** support.
3. Bank reserves its right to enter into AMC with the successful bidder, for the post warranty period.
4. In case the Bank decides to enter into Annual Maintenance Contract, the successful bidder shall ensure that the type of support / maintenance services extended for the equipment during the AMC period, after the initial comprehensive onsite warranty period of one year, is similar to the one extended during warranty period.
5. AMC rates quoted will be reckoned for L1 determination.

1.7.2 ANNUAL TECHNICAL SUPPORT FOR SOFTWARE

1. The bidders shall quote ATS Charges for the Software (Application & Database software) proposed under this solution for a period of **4 years** after the initial comprehensive onsite warranty period of 3 years in the commercial bid (Annexure III).



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

2. ATS rates to be quoted for the post warranty period must for a support similar to the one extended during warranty period.
3. ATS rates quoted will be reckoned for L1 determination.

1.8 BANK GUARANTEE

1. Within 15 (Fifteen) days (exclusive of holidays) of the date of acceptance of the Purchase Order, the successful Bidder shall furnish a bank guarantee (for delivery and installation) for a period of 12 months with a claim period of twelve months for an amount equivalent to **10%** of the total order value (PO Value), in the format as per Annexure VIII of the RFP.
2. In case the delivery period is extended based on the conditions stipulated vide clause 1.5 of this RFP, successful bidder shall ensure that the guarantee expiry date is also extended correspondingly.
3. Failure of the successful bidder to comply with the requirement as stipulated above shall constitute sufficient grounds for the annulment of the award of contract and forfeiture of the Earnest Money Deposit. In such an event, the Bank will call for new bids.
4. Within 7 (Seven) days (exclusive of holidays) of the Go Live of the Solution (as per Go Live signoff) the successful Bidder shall furnish a bank guarantee (for performance) for a period of 36 months with a claim period of twelve months for an amount equivalent to **10%** of the total order value (PO Value), in the format as per Annexure IX of the RFP.
5. Bank guarantee (for delivery & implementation) as stipulated vide point 1.8.1 above shall be released by the Bank on successful completion of implementation of solution and on submission of the Bank Guarantee (for performance) as stipulated vide clause 1.8.4 of the RFP
6. Similarly, one month (inclusive of holidays) prior to expiry of the guarantee (for performance as per 1.8.4), SB shall submit Bank Guarantee for Performance as per format given Annexure IX. The Bank Guarantees for Performance shall be submitted and it shall be valid for a period of **48 months** with a claim period of 12 months for an amount equal to 10% of the total order value (PO Value).



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

7. Bank guarantee (for performance) as stipulated vide point 1.8.4 above shall be released by the Bank on submission of the Bank Guarantee (for performance) as stipulated vide clause 1.8.6 of the RFP.
8. The above-mentioned bank guarantees issued by any scheduled commercial bank other than Indian Overseas Bank is acceptable to us. Successful Bidder should inform the Guarantee Issuing Bank to forward the original guarantees directly to the Bank.
9. Bank reserve its right to invoke the Bank Guarantees (for delay in delivery or non-delivery/ performance) on the following grounds and as per terms and conditions stipulated in the Bank Guarantee:
 - a) Delay / non-delivery/ Delay in Implementation beyond stipulated schedule as per clause 1.5 & 1.6 of the RFP.
 - b) Non Performance of the SLA terms and conditions.

1.9. PAYMENT TERMS:

1. **60%** of the cost of the Solution (Serial No 2 of Table I- Annexure III) shall be made on delivery of all the components stipulated vide Clause 1.5, of this RFP on submission of proof of document such as delivery challan duly signed/ electronic POD, Bill of Materials Verification Report and Tax Invoice,. Penalty, if any, shall be deducted from the amount payable as per clause 1.5 of this RFP.
2. **20%** of the cost of Solution (Serial No 2 of Table I- Annexure III) shall be made on successful User Acceptance Test supported by UAT Signoff countersigned by Bank official, Penalty, if any, shall be deducted from the amount payable as per clause 1.5 of this RFP.
3. **20%** of the cost of Solution (Serial No 2 of Table I- Annexure III) shall be made on one month post successful Go Live supported by Go Live certificate countersigned by Bank official, Penalty, if any, shall be deducted from the amount payable as per clause 1.5 of this RFP.
4. Implementation charges (Serial No 2- Table II- Annexure III) – **100 %** Implementation charges shall be made on satisfactory customization, implementation and deployment of the solution duly supported by Go Live Certificate duly countersigned by Bank official and Tax invoice. Penalty, if any, shall be deducted from the amount payable as per clause 1.5 of this RFP.



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

5. ATS charges (Serial No 2 – Table III – Annexure III) for the period starting from Fourth (4th) year to Seventh (7th) year shall be paid on yearly basis in advance after deducting applicable penalty & NEFT Charges & submission of OEM support certificate, Performance Bank Guarantee, and preventive maintenance reports.
6. AMC charges (Table IV & Table V– Annexure III) for the period starting from Fourth (4th) year to Seventh (7th) year shall be paid on yearly basis in advance after deducting applicable penalty & NEFT Charges, on submission of Performance Bank Guarantee, OEM back lining proof and preventive maintenance reports.
7. Cost Onsite Support: Onsite Support Charges (Serial No 2 – Table VI- Annexure III) shall be made quarterly in arrears on submission of satisfactory performance report, invoices after deducting applicable penalty & NEFT Charges.
8. All payments shall be released by Digital Banking Department of the Bank within 30 days of receipt of applicable documents and invoices.

1.10. PRICES AND TAXES

1. Prices should be quoted as per Commercial Bid in Annexure 'III'.
2. The quoted prices shall be exclusive of GST and inclusive of all applicable duties.
3. The quoted prices shall be all inclusive of technical service charges, if any, for configuration and installation at the location as specified by the Bank in the Purchase Order, charges for media, charges for packing, freight and forwarding, transit insurance and local transportation charges, Hamali charges and charges such as cost towards boarding, traveling, lodging etc.
4. The quoted price should as per scope as provided in Annexure III.
5. The quoted price should be inclusive of Travelling, Boarding, and Lodging and for any incidental expenses. Bank shall not bear any other cost other than the one indicated in the Commercial Bid format.
6. Applicable taxes like TDS and NEFT charges, if any will be deducted from the amount payable.
7. Prices quoted by the Bidder shall remain fixed during the Bidder's performance of the contract and will not be subject to variation on any account.



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

8. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
9. Price should not be indicated at any place in the Technical Bid. If the price is indicated in the technical bid, the entire bid will be summarily rejected.
10. The prices shall be quoted in Indian Rupees. Any reference made to variation in pricing due to appreciation / depreciation of Indian rupees against any other currency is not acceptable.
11. Bids (both technical as well as commercial bid) shall be valid for a period of 180 days from the last date for submission of bids. Bids submitted with a short validity period will be treated as non-responsive and will be rejected.
12. Bids shall be submitted strictly as per the format given in the bid and any addition / deletion / change in the format will be summarily rejected.
13. Bids without signature of authorized signatory of the bidder will be summarily rejected

Bank reserve its right to accept / reject any bid, which is not in line with these conditions.

1.11. EVALUATION OF BIDS AND AWARDING THE CONTRACT

Price should not be indicated at any place in the Technical Bid. If the price is indicated in the technical bid, the entire bid will be summarily rejected.

The evaluation of Bids and awarding contract will be carried out as per the following criteria:

a) Evaluation of Technical Bids:

The Bank's evaluation of the technical bids will take into account the following factors and based on such evaluation a list of technically qualified bidders will be short-listed:

1. Compliance of terms and conditions stipulated in Clause 1.3 of RFP duly supported by documentary evidence called for therein.
2. Submission of duly signed Annexure – I, I (A), IV, V, VI, XI and XII of the RFP.
3. Submission of Bill of Materials for the solution proposed.
4. Review of written reply, if any, submitted in response to the clarification sought by the Bank, if any.



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

b) Evaluation of Commercial Bids

Commercial bids of only the technically qualified short-listed bidders (qualified as per 1.11 (a) above) will be evaluated.

1. Status of Compliance of terms and conditions of clause 1.10 of this RFP.
2. Submission of Commercial Bid strictly in the format specified in Annexure III of RFP.

c) Determination of Successful Bidders and Awarding of Contract: Bank will determine the L1 bidder through the commercial bids submitted in bank's e-Tendering website. Commercial bids of only the technically qualified bidders shall be opened. The dates for opening of commercial bids shall be intimated to the technically qualified bidders in due course.

1. The L1 bidder will be determined based on the lowest Total Price Quoted for (Grand Total) under SL.NO. G (Table VII) of ANNEXURE III).
2. The Bidder in their own interest should quote highly competitive pricing and the same should be reasonable.
3. If for any reason L1 bidder backs out or the purchase order given to the L1 Bidder does not get executed in part / full, the Bank shall forfeit the EMD, invoke bank guarantee for delivery/performance, then bids will be cancelled and bank shall go for re-tender and may blacklist the bidder for a period of one year.

1.13 PROCUREMENT OF ADDITIONAL TERMINAL LICENSES: Bank reserves its right to procure additional Terminal Licenses over and above the quantities mentioned in clause 1.4 of this RFP from the awardee of the contract at the contracted / predetermined price as per the additional terms and conditions stipulated below:

1. The total quantity of such additional procurement shall not exceed 25% of the total quantity of the contract amount.
2. The Bank may exercise this option for a period of 1 (one) year from the Go Live of the Solution at the pre-determined price. The rates will be valid for a period of 1 (one) Year from the date of Go Live, if not revised earlier. The successful bidder shall supply the additional terminal licenses at the pre-determined price.
3. The technical specification of such additional licenses should conform to the technical specifications provided in this RFP or higher configuration.
4. The successful bidder has to pass on the benefit of discount / reduction in prices/ Govt. duties, if any, to the Bank voluntarily during the contracted period of one year.



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

5. Bank Guarantee (for Delivery & performance) for additional procurement will also be as per clause 1.8 of this RFP.



PART –II

2. GENERAL TERMS & CONDITIONS:

2.1. SUBMISSION OF BIDS

2.1.1. SUBMISSION OF BIDS THROUGH E-TENDERING PORTAL:

Bidders satisfying the Project Specific terms and conditions and General terms and conditions specified in this RFP and ready to provide the said services as detailed in this document (Scope of Work - Annexure I) in conformity with Technical Specification stipulated in Annexure I-A may submit their bid through Bank's e-tendering service provider website <https://iobtenders.auctiontiger.net> on or before the time line stipulated vide clause 1.1 of the RFP. Refer clause 2.28 for E-Tender Service pre requisite for bid submission.

Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday for the Bank, e-tendering website will receive the bids up to the appointed time on the next working day. Extension / advancement of submission date and time will be at the sole discretion of the Bank.

2.1.2. SUBMISSION OF DOCUMENTS:

In addition to uploading the documents in the e-tendering portal, Bidder should also submit the following in a sealed cover to the address notified in the clause 1.1 of the RFP on or before schedule mentioned in clause 1.1 of the RFP.

- a. Bank Draft / Bankers Cheque for Rs. 15,000/- (Rupees Fifteen Thousand Only – non-refundable) towards cost of documents.
- b. Bank Guarantee in lieu of EMD for Rs. 35,00,000/- (Rupees Thirty-Five Lacs Only).

Bidders should be in possession of the acknowledgement issued by e-tendering system for submission of bids through e-tendering system and provide the same if asked by the Bank at the time of opening of Technical bids.

In case the above documents are not submitted on or before the schedule mentioned in clause 1.1 of the RFP, the bid will be rejected even if the same is uploaded in the Bank's e-tendering service provider website.



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

The above documents in a sealed cover should be put in the tender box kept in the infrastructure division of Information Technology Department of the Bank's Central Office, Chennai on or before the date and time mentioned in the Schedule for bidding process given in clause 1.1 of this RFP or they may be handed over to any one of the officers of the Bank's Information Technology Department, Central Office, Chennai mentioned in clause 1.1 of the RFP

Bids received in any other mode other than the mode stipulated above, will not be accepted.

2.2 BID OPENING PROCESS:

2.2 BID OPENING PROCESS:

The Bank will follow a two bid opening process through e-tendering system. The stages are:

1. Technical Bid Opening and Evaluation.
2. Commercial Bid Opening and Evaluation.

In the first stage, the technical bids submitted in Bank's e-tendering website shall be opened in the presence of available authorised representatives of the bidders who chose to remain at the time, date and venue mentioned in clause 1.1 of this RFP. The evaluation and short listing criteria shall be based on the criteria set out in clause 1.11 (a) of this RFP.

In the second stage, commercial bid submitted in the Bank's e-tendering website by the short-listed bidders shall be opened / processed. The time, date and place of opening the commercial bid shall be advised to the technically qualified bidders individually either by email, fax or by letter.

The evaluation of commercial bid be based on the criteria set out in Clause 1.11(b) of this RFP and selection of L1 bidder shall be based on the criteria set out in clause 1.11(c) of this RFP.

2.3. COST OF BID DOCUMENT AND EARNEST MONEY DEPOSIT:

The bid should also be accompanied by BG in lieu of Earnest Money deposit (refundable) of **Rs. 35,00,000/- (Rupees Thirty-Five Lacs Only)** and cost of bid document (non-refundable) for **Rs. 15,000/- (Rupees Fifteen Thousand Only)** by way of a Demand Draft for the amount in favour of Indian Overseas Bank, payable in Chennai.



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

Bank Guarantee submitted in lieu of EMD should be valid for **minimum period of 12 months with a claim period of 12 months** from the date of expiry of guarantee from the last date for submission of bids. The format for submission of EMD in the form of Bank Guarantee is as per Annexure VII of this RFP. This Bank Guarantee in lieu of EMD will be returned to the disqualified bidder along with notice of disqualification, to unsuccessful bidders on determination of L1 bidder and to the successful bidder on receipt of the Bank guarantee for Implementation as per clause 1.11 of this RFP. Bids received without the Demand Draft and Bank Guarantee in lieu of EMD mentioned above will be rejected.

This Earnest Money / Bank Guarantee in lieu of EMD will be returned to the disqualified bidder along with notice of disqualification, to unsuccessful bidders on determination of L1 bidder and to the successful bidder on receipt of the Bank guarantee as per clause 1.9 of this RFP.

Bank shall forfeit EMD /invoke Bank Guarantee in lieu of EMD in the following events:

1. If a bidder withdraws the bid during its validity period.
2. If a bidder makes any statement or encloses any document which turns out to be false/incorrect at a later date.
3. In case the successful bidder fails to sign the contract or fails to furnish the Bank Guarantee (Performance & Delivery) as required.

2.4. BIDDER'S INQUIRIES ON RFP & BANK'S RESPONSE:

All enquiries from the bidders, related to this RFP must be directed in writing / email and sent to the address/email ID's as per schedule mentioned in clause 1.1 of the RFP. Any clarifications / query received thereafter shall not be considered and will be ignored. The preferred mode of delivering written questions, to the aforementioned contact person would be through the email followed by letter in writing. In no event, Bank will be responsible in ensuring receipt of inquiries.

Sl.No	Page No.	Clause No.	Description	Clarification	Banks Response

Bank makes no commitment on its part to accept all the queries / suggestions / requests submitted by the bidders. Bank on reviewing the inquiries received from the bidders, wherever needed, will carry out necessary amendment to its RFP clauses, if any, and the same will be posted in the Bank's website and no separate communication will be sent to individual bidders.



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

However, Bank makes no representation or warranty as to the completeness or accuracy of any response made to the queries in good faith.

2.5. BIDDER'S RESPONSIBILITY VIS-À-VIS THIRD PARTY PRODUCTS / EQUIPMENTS / SOFTWARE:

If the proposal includes equipment or software marketed and / or supported by other companies / individuals, the bidder, as the prime contractor for the delivery, installation and maintenance of the entire system, must declare that they possess the requisite permission / license for the equipment / software. The successful bidder has to provide handholding support to the new incoming bidder in case of termination of the contract or completion of the contract for smooth handover of the operation. If successful bidder fails to provide handholding support, Bank shall invoke the Bank Guarantee for performance

2.6. LIABILITIES OF THE BANK:

This RFP is not an offer of the Bank, but an invitation for Bidder's responses. No contractual obligations 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 Bidder. However, until a formal contract is prepared and executed, this offer together, notification of award of contract and Bidder's written acceptance thereof shall constitute a binding contract with the vendor.

2.7. OWNERSHIP:

The RFP and all supporting documentation / templates are the sole property of the Bank and violation of this will be breach of trust and the Bank would be free to initiate any action deemed appropriate. The proposal and all supporting documentation submitted by the bidders shall become property of the Bank.

2.8. FURNISHING OF INFORMATION

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



2.9. FORMAT AND SIGNING OF BIDS

The original Technical and Commercial bids shall be typed and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The person or persons signing the bid shall initial all pages of the offer.

2.10. AUTHENTICATION OF ERASURES / OVERWRITING ETC.

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

2.11. AMENDMENTS TO RFP TERMS AND CONDITIONS:

Banks reserves its right to issue any amendments to the terms and conditions, technical specification of the RFP at any time prior to the deadline for opening of the technical bids. Such amendments to RFP shall be webcasted through Bank's official website.

2.12. CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT:

Successful bidder and its employees will strictly under not to communicate or allow to be communicated to any person or divulge in any way, any information relating to the ideas, the concepts, know-how, techniques, data, facts, figures and information whatsoever concerning or relating to the Bank and its affairs to which the said employees have access in the course of the performance of the contract. A non-disclosure agreement as per format provided in **Annexure X** should be executed by the SB.

2.13 CLARIFICATION

During evaluation of the bids (both technical and commercial), the Bank may, at its discretion, ask the Bidder for any clarification on its bid. The request for clarification and the response shall be in writing / email, and no change in the prices shall be sought, offered, or permitted after submission of the bid.

2.14. ERRORS AND THEIR RECTIFICATION

Arithmetical errors will be rectified on the following basis:



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected based on the corrected figure and the corrected figure will be reckoned for determination of L1 bidder. If the bidder does not accept the correction of the errors, its bid will be rejected.

2.15. BANK'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.

Notwithstanding anything contained in any of the clauses, Bank hereby reserves its right to accept or reject any or all the bids and to annul the bidding process at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Bank's action.

2.16. CONTACTING THE BANK

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

2.17. ACCEPTANCE OF CONTRACT

Within 3 days (exclusive of holidays) of receipt of the Purchase Order, the company shall sign, affix official stamp and date the duplicate copy / photo copy of the Purchase Order and Request for Proposal document along with its amendments and return it to the Bank as a token of having accepted the terms and conditions of the Contract.

2.18. FORMATION OF CONTRACT & EXECUTION OF SLA.

Acceptance of the Purchase Order / letter of intent as defined in clause 2.17 of this RFP constitute a valid contract. Successful bidder shall enter into a formal SLA with the Bank detailing terms and conditions set out in this RFP and in Purchase order / Letter of Intent. However, until an SLA is signed by both the parties, contract so constituted as detailed in this clause shall be construed as Service Level Agreement and shall be applicable. SLA format is attached as Annexure XIII.

2.19. ASSIGNMENT

The Successful Bidder/s shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Bank's prior written consent.



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

2.20. USE OF CONTRACT DOCUMENTS AND INFORMATION

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

2.21. TERMINATION FOR DEFAULT

The Bank, without prejudice to any other remedy for breach of Contract, shall give written notice of default to the Bidder with a cure period of 30 days. After 30 days if Bank is not satisfied with the response, may terminate the Contract in whole or in part:

- a) if the Bidder fails to deliver any or all of the solution within the period(s) specified in the Purchase Order, or within any extension thereof granted by the Bank or
- b) if the Bidder fails to perform any other obligations(s) under the Contract.

In the event of the Bank terminating the Contract in whole or in part, pursuant to clause 1.5 & 1.6, the Bank may procure, upon such terms and in such manner, as it deems appropriate, solution and related services, similar to those undelivered, and the Bidder shall be liable to the Bank for any excess costs for such similar services subject to a maximum of the order value. However, the Bidder shall continue performance of the Contract to the extent not terminated.

2.22. TERMINATION FOR INSOLVENCY

The Bank may at any time terminate the Contract by giving written notice with a cure period of 30 days to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. If the bank is not satisfied with the bidder's reply, bank may terminate the contract. Termination in this case will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

2.23. FORCE MAJEURE

Notwithstanding the provisions of clauses 2.21 to 2.22 the Bidder shall not be liable for penalty or termination for default if and to the extent that its delay in performance or other failure to



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

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, wars or revolutions, fires, floods and epidemics.

If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition and the cause thereof. 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 of performance not prevented by the Force Majeure event.

Similarly, Bank shall also be not liable for any delay or failure in providing required infrastructure or support to the successful bidder to perform its obligations under the contract where such delay or failure is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bank and not involving the Bank's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, fires, floods and epidemics.

2.24. COPY RIGHT/LICENCE VIOLATION

The bidder shall explicitly absolve the Bank of any responsibility/liability for use of system/software delivered along with the equipment; (i.e. the bidder shall absolve the bank in all cases of possible litigation/claims arising out of any copy right/license violation.) for software (s) sourced either from third parties or from themselves.

2.25 RESPONSIBILITY FOR FAULT FREE OPERATION

1. Successful bidder should ensure an monthly uptime of 99.50% for the TSS solution throughout the contract period including the Application Software and Hardware supplied by the successful bidder.
2. Uptime will be calculated on the basis of No. of Hours for which the solution was DOWN or Unavailable at both Primary and DR sites due to the reasons attributable to the successful bidder in a month, divided by the total no. of Hours in the month. For a 30-days month, maximum downtime permitted is 216 minutes **for the whole solution**.
3. In case the downtime exceeds the permitted maximum downtime of 0.10%, Downtime penalty will be applicable and will be recovered from the successful bidder at Rs.10,000/- for every 30 minutes increase in the downtime, or part thereof, subject to a maximum of



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

Rs.10 Lakhs per month. Bank may consider termination of the contract if once the maximum penalty is reached during any month.

4. In the event of TSS client software installed in the terminal requires re-installation by way of engineer visit to the terminal, due to reasons attributable to TSS or successful bidder, cost of such re-installations shall be borne by the successful bidder.
5. In case the Bank or customers suffer any loss due to failure of the TSS in preventing any fraud or activity which the TSS is expected to prevent, Bank will recover the loss from the successful bidder.
6. Penalty will not be applicable for Downtime / Loss occurring due to reasons not attributable to the successful bidder and due to Force Majeure.

2.26. LIMITATION OF LIABILITY:

The liability of bidder under the scope of this RFP is limited to the value of the relevant order.

2.27. COMPLIANCE TO LABOUR ACT:

As per Government (Central / State) Minimum Wages Act in force, it is imperative that all the employees engaged by the bidder are being paid wages / salaries as stipulated by government in the Act. .

2.28. E-TENDERING:

1. Bank has decided to determine L1 through bids submitted in the bank's E-Tendering website <https://iobtenders.auctiontiger.net>. Rules for web portal access are as:
2. Bidder should be in possession of CLASS II or CLASS III-Digital Certificate in the name of company/bidder with capability of signing and encryption for participating in the e-tender. Bidders are advised to verify their digital certificates with the service provider at least two days before due date of submission and confirm back to bank.
3. Bidders at their own responsibility are advised to conduct a mock drill by coordinating with the e-tender service provider before the submission of the technical bids.
4. E-Tendering will be conducted on a specific web portal as detailed in 1.1 (schedule of bidding process) of this RFP meant for this purpose with the help of the Service Provider identified by the Bank as detailed in 1.1 (schedule of bidding process) of this RFP.
5. Bidders will be participating in E-Tendering event from their own office / place of their choice. Internet connectivity /browser settings and other paraphernalia requirements shall have to be ensured by Bidder themselves.



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

6. In the event of failure of their internet connectivity (due to any reason whatsoever it may be) the service provider or bank is not responsible.
7. In order to ward-off such contingent situation, Bidders are advised to make all the necessary arrangements / alternatives such as back –up power supply, connectivity whatever required so that they are able to circumvent such situation and still be able to participate in the E-Tendering Auction successfully.
8. However, the vendors are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
9. Failure of power at the premises of bidders during the E-Tendering cannot be the cause for not participating in the E-Tendering.
10. On account of this the time for the E-Tendering cannot be extended and BANK is not responsible for such eventualities.
11. Bank and / or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of E-Tendering irrespective of the cause.
12. Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday for the Bank, e-tendering website will receive the bids up to the appointed time on the next working day. Extension / advancement of submission date and time will be at the sole discretion of the Bank.
13. During the submission of bid, if any bidder faces technical issues and was unable to submit the bid, in such case the Bank reserves its right to grant extension for bid submission by verifying the merits of the case and after checking necessary details from Service provider.
14. Utmost care has been taken to reduce discrepancy between the information contained in e-tendering portal and this tender document. However, in event of any such discrepancy, the terms and conditions contained in this tender document shall take precedence.

2.29. PACKING:

The Successful Bidder shall provide such packing of the hardware as is required to prevent their damage or deterioration during the transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

2.30. INSURANCE:

The Goods supplied under the contract shall be fully insured any loss or damage incidental due to transportation, storage and erection. The transit insurance shall be for an amount equal to 110% of the invoice value of the Goods from "Warehouse to Destination" on All Risk basis including "War Risks & Strikes". The supplier should also insure the goods for the invoice value under Storage Cum Erection Policy till three months from the date of delivery. Any damage happens to the system due to non-availability of Storage Cum Erection Policy, the supplier has to bear the losses. Bidder has to submit a copy of the insurance policy so that the Bank may get a new insurance cover after stipulated period.

2.31. OTHER TERMS AND CONDITIONS

- a. The Bank shall have the right to withhold any payment due to the SB, in case of delays or defaults on the part of the SB. Such withholding of payment shall not amount to a default on the part of the Bank.
- b. SB shall hold the Bank, its successors, Assignees and administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its technical resources, employees, agents, contractors, subcontractors etc. However, the SB would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.
- c. SB shall be responsible for managing the activities of its personnel and will be accountable for both. SB shall be vicariously liable for any acts, deeds or things done by their technical resources, employees, agents, contractors, subcontractors etc. that is outside the scope of power vested or instructions issued by the Bank.
- d. SB shall be the principal employer of the technical resources, employees, agents, contractors, subcontractors etc. engaged by SB and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the contract to be issued for this tender.
- e. The indemnification is only a remedy for the Bank. The successful bidder is not absolved from its responsibility of complying with the statutory obligations as specified above.



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

- f. SB shall be held entirely responsible for the security and the protection of their workers at all times inclusive of non-working hours. They shall be deemed to have included for all costs associated therewith, including cost of insurance, medical expenses etc if any. SB shall inform all his employees, technical resources, employees, agents, contractors, subcontractors etc associated in execution of the work awarded under this RFP to work in the specified area and they should not move around at other places of premises without any specific reason.
- g. SB or its authorized agents or its employees / technical resources shall not store or allow to store in the Bank's premises any goods, articles or things of a hazardous, inflammable, combustible, corrosive, explosive or toxic nature.
- h. SB and its employees, technical resources, agents, contractors, subcontractors or its authorized agents shall provide full co-operation to other agencies working in the premises and shall follow the instruction of site in charge. No extra claims shall be entertained on account of any hindrance in work.
- i. SB shall not be entitled to any compensation for any loss suffered by it on account of delays in commencing or executing the work, whatever the cause of delays may be including delays arising out of modifications to the work entrusted to it or in any sub-contract connected therewith or delays in awarding contracts for other trades of the Project or in commencement or completion of such works or for any other reason whatsoever and the Bank shall not be liable for any claim in respect thereof.
- j. It is well defined and understood that the labour or any employee or technical resources of the SB will have no right for claim of employment on the Bank.
- k. No extra claim shall be entertained on account of all the redo of work on account of SB's negligence and resulting into make good of the damages or damaged portions during executing the job. All such cost shall be borne by the SB.



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

- i. SB shall indemnify the Bank from all the acts & deeds on account of negligence by his employees, agencies, representatives or any person acting on his behalf.
- m. SB shall take all risk Insurance coverage for its employees, technical resources, representatives or any person acting on his behalf during the contract period to cover damages, accidents and death or whatever may be.
- n. SB should indemnify the Bank for Intellectual Property Rights (IPR) / copy right violation, confidentiality breach, etc., if any.
- o. The Bank ascertains and concludes that everything as mentioned in the tender document or its addendum circulated to the bidders and responded by the bidders have been quoted for by the bidders, and there will be no extra cost associated with the same in case the SB has not quoted for the same.

2.32. RESOLUTION OF DISPUTES

In case of any disagreement or dispute between the Bank and the successful bidder, the dispute will be resolved in a manner as outlined hereunder.

The Bank and the successful bidder shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute between them on any matter connected with the contract or in regard to the interpretation of the context thereof. If, after thirty (30) days from the commencement of informal negotiations, the Bank and the successful Bidder have not been able to resolve amicably a contract dispute, such differences and disputes shall be referred, at the option of either party, to the arbitration of one single arbitrator to be mutually agreed upon and in the event of no consensus, the arbitration shall be done by three arbitrators, one to be nominated by the Bank, one to be nominated by the successful bidder and the third arbitrator shall be nominated by the two arbitrators nominated as above. Such submission to arbitration will be in accordance with the Arbitration and Conciliation Act 1996. Upon every or any such reference the cost of and incidental to the references and award shall be at the discretion of the arbitrator or arbitrators or Umpire appointed for the purpose, who may determine the amount thereof and shall direct by whom and to whom and in what manner the same shall be borne and paid.

Any dispute or difference whatsoever arising between the parties and of or relating to construction, operation or effect of this contract or the validity or the breach thereof, shall be settled by Arbitration in accordance with the Rules of Arbitration of the "SCOPE" and the award



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

made in pursuance thereof shall be final and binding on the parties. Courts of Chennai city shall alone have jurisdiction to the exclusion of all other courts, in respect of all differences and disputes envisaged above.

2.33 CORRUPT AND FRAUDULENT PRACTICES:

- a) As per Central Vigilance Commission (CVC) directives, it is required that Bidders/Suppliers/Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:
- b) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution

AND

- c) "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- d) The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

2.34 PRODUCT WITHDRAWAL

The bidder shall submit Annexure IV- Manufacturer Authorization Form duly signed by the **OEMs** stating availability of spares and technical support for the Solution for the period as mentioned in clause 1.7 & 1.8 of this RFP. If however, during the tenure of warranty and post-warranty AMC period, the OEM withdraws the support for the Solution, the successful bidder should replace the product with an equivalent or better alternative product which is acceptable to the bank, or support the existing box with spares for the five year period from the date of installation, at no additional cost to the bank and without causing any performance degradation. If the successful bidder fails to provide the product as specified above the bank reserves the right to invoke the performance guarantee.



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

2.35 SOLICITATION OF EMPLOYEES

During the term of the Contract and for a period of two years after any expiration of the contract period/termination or cancellation of the Contract, both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and two year thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the contract and two year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party. The above restriction would not apply to either party for hiring such key personnel who

- I. initiate discussions regarding such employment without any direct or indirect solicitation by the other party; or
- II. respond to any public advertisement placed by either party or its affiliates in a publication of general circulation

2.36 Names and contact details of IEMs for the adoption of Integrity Pact in Public Sector Bank:

As per the directions of Central Vigilance Commission, all public sector banks are required to adopt Integrity Pact in any procurement valued above the threshold value. Bidder shall submit Annexure XI and Annexure XII on a stamp paper duly signed by their authorized signatory along with the technical bid. Indian Overseas Bank have appointed the below two IEM"s for this purpose:

<u>Names</u>	<u>Address</u>	<u>Phone / Mobile No</u>	<u>Email ID</u>
Prof S. Sadagopan	Director, IIIT, Bangalore 26/C, Electronics City Hosur Road Bangalore-560100.	080-26782560 09900177142	s.sadagopan@gmail.com



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

PART - III

ANNEXURE –I
SCOPE OF WORK

1. The scope of work for the Bidder would include technical architecture, infrastructure requirements, design, sizing, supply, configuration, customization, integration, testing, user acceptance, **advisory services**, documentation, training, warranty support and post warranty maintenance support, for all the solution components including software/ hardware/ database/ licenses/ tools required for the fulfilment of the scope.
(Bank reserves the rights to purchase the hardware from any other source as per the technical specifications submitted by the successful bidder.)
2. The bidder should Test the solution in the existing terminal models as well as new models installed during the contract period with help of Original Equipment Manufacturers (OEMs) of ATMs & Cash Recyclers, to the satisfaction of the Bank.
3. The Terminal Security Solution (TSS) will cover security solution for ATMS and cash recyclers or any other kiosk or Pc, Desktop, Laptop etc. The TSS shall be compatible to work on windows xp, windows 7, windows 10, embedded windows as well as Linux version. Bidder shall be responsible for installation of TSS at all the current 4000 **and future** ATMs/cash recyclers spread over pan India.
4. In case the existing ATMs/Cash Recyclers are replaced by new ATMs/ Cash Recyclers as per Bank's Policies, after the one-time Project Implementation of TSS, Bidder has to install the TSS in the newly replaced ATMs/ Cash Recyclers without any additional cost to the Bank.
5. The Bidder is expected to comply with the Technical & Functional Specifications given as per Annexure C.
6. Customize the TSS solution at no additional cost to the Bank to comply with the requirements and guidelines issued by regulatory authorities (RBI, **CERT-IN,NCIIPC**, Government of India & NPCI) during the contract period.
7. The Bidder's responsibility will also include designing, sizing, procuring required licences, developing, testing, implementation, training and maintenance of the TERMINAL SECURITY SOLUTION required as part of this RFP that includes all Software Development Life Cycle activities (SDLC) including customization, parameterization and implementation of application software, training, etc.
8. Additionally, the Bidder will be responsible for
 1. The end to end Implementation of the Terminal Security Solution including integration with various systems to meet the requirement of security solution for ATMs/Cash Recyclers.
 2. Facilities management services at the DC and DR
 3. Hand-over successfully either to the bank or any vendor appointed by the bank at the end of the agreed upon contract period.



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

4. Setting up a IT Service desk.
5. Hand-over and integrate with managed service vendor for central server management.
9. The services offered as part of the warranty and post-warranty support must be in conformance with the specifications supplied in the Technical Specification. During this period, the Bidder will be responsible for the patch application / bug fixing / replacement / support of all software supplied under this tender without any additional cost to the Bank
10. Bidder is required to provide recommendations on policy, processes, frameworks and bench marking against best practices. The Bidder shall be responsible for carrying out all the required activities including day to day operational activities to achieve the scope mentioned in RFP during the contract period. The Bidder will coordinate with our MS vendors for the successful execution of the project.
11. The solution should have integration capabilities with the Cash Dispenser/ ATMs/ Kiosks/ PCs/ Desktops/ Laptop irrespective of all OEMs/OS. The bidder should ensure that the Terminal Security Solution does not have a performance impact on the Cash Dispenser/ ATMs/ Kiosks/ PCs/ Desktops/ Laptop.
12. The proposed solution should conform to all regulatory, statutory, legal acts and rules more particularly Cyber Security and IT examination Cell (CSITE), RBI Advisory No. 3/2017 dated 06.03.2017 & cir.no.RBI/2017-18/206DBS(CO). CSITE/BC.5/31.01.015/2017-18 dated 21/6/2018
13. .The solution to have easy integration with ATMs/cash recyclers and with managed service vendor for central server management.
14. Overall scope must ensure full coverage monitoring & integration with managed service vendor for central server management.
15. The solution should be capable to provide method to generate reports to the authorized end-users including standard system reports, user defined reports, report distribution, report administration, and report development capabilities. The system should be capable of generating various MIS reports/Dashboards as per the requirement of the bank from time to time.
16. Further system should be able to generate user specific customized reports. The feed from central system shall be given to Bank Security Operation Centre(SOC).
17. Audit logs should be available for all user activities.
18. Application tuning such as application load balancing should be available and the application should have high through put and low latency response.
19. Solution should comply with all RBI/NPCI stipulated guidelines issued from time to time without any additional cost to the Bank.
20. The Successful bidder must ensure that Hard Disk is encrypted and terminal security solution is implemented properly to prevent the machine from any cyber-attack, intrusion, virus, worm, malware, Trojan any other malicious software or similar vulnerability known as on date as well as future emergence. The bidder shall provide & link the camera images from all the sites to be monitored centrally. The bidder to ensure implementation of only essential services and the security to the satisfaction of Bank's IT Security/ Security Operation Centre (SOC)/ CISO team. In case of any deviation / vulnerability, bidder to revert back to system hardening, post



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

- blocking as specified by Bank at no extra cost to Bank within shortest possible time. If any loss to the bank due to not following the mentioned items, then the bidder undertakes to pay the amount of loss occurred to bank along with penalty if any levied within 7 days of incident happened or bill raised by bank whichever is earlier.
21. The bidder to ensure that the admin access to the OS is controlled by dynamic password and time based admin access.
 22. The bidder must ensure that ATM BIOS is such that the ATM will only boot from the primary HDD and nothing else and all USB / unused ports to be disabled.
 23. The bidder will configure, do functional testing and customize PC/E Terminal Security, Intrusion Protection, Access protection and Hard Disk Encryption (Network access configuration, ATM user success configuration, Sensitive data protected and all the data encrypted).
 24. The bidder will also do the functional testing of ATM to verify all the applications working normally. The testing includes:
 1. Customer's transactions are working properly.
 2. Operator functions are working properly.
 25. The bidder will also do the functional testing to verify Content Distribution is working normally. The testing includes:
 1. Content Distribution Push
 2. Content Distribution Pull
 3. Content Distribution Remote Reboot.
 26. The bidder will complete the user acceptance testing with our technology team/business team/security team to ensure existing functionalities are not affected and ATM application and security aspects to ensure configured security is working by terminal security solution, which includes customer's transactions & SOP and user access.
 27. **Solution Architecture:** Suitable Architecture for Terminal Security has to be proposed factoring all source systems, authentication techniques (existing and to be proposed)
 1. The Solution shall be implemented at DC and DR Site.
 2. There shall be automatic Service/component level fail over without any data loss.
 3. The Solution shall be Web Based.
 4. All Components shall be latest version available in the market and all latest patches shall be applied before UAT and movement to production.
 5. The Solution should also include an UAT environment.
 6. **The RTO & RPO between DC & DR shall be less than 15 Minutes and 1(one) hour respectively.**
 7. The Solution should be vertically and horizontally scalable.
 8. The Solution must demonstrate BCP capability periodically as per Bank's Policy.
 9. The Solution shall include application/ database/ server hardware/ any other hardware/ Rack etc. as applicable.



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

10. The Hardware shall be sized to ensure that RAM & CPU Utilization shall not exceed more than 70% at any given point of time during the contract period. In case of violation, the hardware shall be upgraded by the bidder to meet the same without any additional cost to the Bank.
28. **Hardware:** The bidder has to design, size, supply, implement and maintain the required hardware, software, middleware (if any), Database etc for the Terminal Security Solution as defined in the scope of the overall solution and all the related application based on their implementation experience.
 1. The bidder is expected to deploy server hardware for DC and DR separately and size, supply, install & maintain the storage required for the Terminal Security solution at DC & DR. The bidder is expected to quote the hardware in the TCO as per the format asked in the bill of material. The bank will consider quoted value for the TCO.
 2. The hardware technology proposed for the Terminal Security Solution should be the enterprise class, best of the breed, latest, tested and stable release of OEM and based on the latest platform enabling technology supporting the complete Terminal Security Solution.
 3. The production hardware must be enterprise class with adequate vertical and horizontal scalability. There must be adequate CPUs and memory available to accommodate the sizing and growth aspirations of the Bank during the contract period.
 4. The Bidder is responsible to arrive at the sizing independently. The Bank is not responsible for any assumption made by the Bidder for not meeting the performance/service levels as desired in the document. The Bidder will at their cost carry out the necessary upgrades / replacements for maintaining performance service level. The Bank will not pay any additional amount during the period of the contract.
 5. The recommended hardware should have high reliability, fault tolerance, redundancy and high availability having no single point of failure in the hardware (NSPOF).
 6. Bidder is required to provide the detailed configuration of the proposed Hardware (Training, Test & Development, Production and DR server) environments in Annexure I.
 7. The system should be configured in a,- Passive mode. The entire system should be configured in such a way that there should not be any single point of failure. Bidder has to propose all the hardware peripherals and quote for software required accordingly.
 8. The Bidder will have to size the DR site which must be capable of handling 100% of the storage load of DC production. The Servers-CPU, memory and other components can be sized at 100% of the DC. The DR will be used during periodic DR Drills and when primary is not available.
 9. Separate adequately sized hardware should be quoted and supplied for test & development and training and applicable servers.
 10. There should be three separate Training, Test and Development environments. A development, test and Training servers must be configured in the Terminal Security Solution, which should be a separate server/node/resource The additional configuration towards this usage should be clearly indicated. **There should not be any link between the development, test and production environment both in software and hardware.**



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

11. The test & development servers should be sized to 20% capacity of the respective production servers while the Training servers should be sized to 10% capacity of the respective production servers.
12. UAT Environment will be used as Pre-Production environment by the bank and it should be sized as 20% of the production server.
13. The test & development environment should be identical to the production environment with respect to hardware and software (not limited to database, appliance & data model). This is to avoid any issues during the go live stage of each phase.
14. All servers are required to have a minimum of dual 1000 Mbps Ethernet network interface cards (NIC) or a better equivalent installed on the board itself or on different slots. Each NIC will be cabled from a different module on the switch using gigabit speed cabling.
15. Application, Database and Web servers should be both vertically and horizontally scalable and must be capable of incremental expansion to meet the growth requirements of the Bank as defined above. The key server hardware proposed must be enterprise wide class in their respective category.
16. The specified servers must be current/ recent in the OEM's product line and must be fully supported by the OEM for the duration of the project and for the warranty and post warranty.
17. The Bidder is required to provide the configuration details of the server system. Each node should run separate instance of operating system.
18. Bidder has to submit Hardware & OS details as per Annexure-D. The required Oracle DB licenses shall be provided by Bank.

29. License Requirement and Capacity Planning

1. The licenses should be enterprise and perpetual licenses.
2. Any additional channel/product introduced by the bank within the contract period should be covered in Terminal Security Solution. The bank will not be liable to pay additional cost for any such scenarios. The bidder is expected to integrate such channels/products to the Terminal Security Solution at no additional cost to the Bank
3. The Software Licensing cost would only be applicable for production servers both DC and DR unless the licensing policy is otherwise. In such, the TCO shall include the cost of licenses for the DR set up as well. However, other software installations for internal purposes like Testing, Development and Training should be at no additional cost to the Bank.
4. These licenses should be made available within a month of issuance of Purchase Order.
5. The Bidder is required to provide detailed information as how their solution addresses capacity issues. As the terminal volume grows and more terminals are added, ability of the solution to handle the ongoing load must be monitored. Capacity planning means continuously determining the capability of the hardware and software to support additional ATMs up to 10000.
6. The Bank will not be responsible or liable for any infringements or unauthorized use of the licensed products. In the event of any claims against the Bank for any license related issues, the Bidder will have to act upon the same and all liabilities and claims whatsoever will have to be settled by the Bidder.



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

7. Further if the Bidder has missed out providing any licenses to the Bank, then the Bank will not bear any additional amount for procurement of such licenses at a later date.
- 8. Bidder is required to consider the ATS (Annual Technical Services) of the Solution and related application software for the period of contract from day one. The Bidder is required to provide perpetual license in nature for all modules of the TSS solution.**

30. AUDIT AND TESTS

1. The Bank or its representative shall have the right to audit and / or test the Goods (Hardware & Software) to confirm their conformity to the Contract specifications. The Bank shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
2. Bank, its representative, RBI and Government Agencies shall have all the rights to carry out the VAPT (Vulnerability and penetration testing) or other system Audit for the service offered under this RFP.
3. Any charges payable to the Bank representative designated for audit shall be borne by the Bank.
4. The audit and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and / or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the auditors at no charge to the Bank i.e. Successful bidder shall make arrangements at their premises for audit and tests.
5. Should any audited or tested Goods fail to conform to the Specifications, the Bank may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements at no additional cost to the Bank.
6. The Bank's right to audit, test and, where necessary, reject the Goods after the Goods' arrival in the destination shall in no way be limited or waived by reason of the Goods having previously been audited, tested and passed by the Bank or its representative prior to the Goods' shipment.

The Bank shall inform its decision to conduct audit at the supplier's site either in the purchase order or within a period of 7 (seven) days of issuance of purchase order /delivery instructions. If no such decision is communicated to the Supplier, such inspection will be carried out by the bank after the arrival of the goods at the bank's premises.

31. Training

1. The Bidder should provide training to bank's personnel and managed service vendor appointed by bank including the architecture, hardware, software, integration, and customization, policy installation, troubleshooting reporting and other aspects of the solution.



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

- Training should be given on all technical/ functional/ operational area relating to solution proposed.
2. The trainings are to be arranged in bank premises and periodicity should be ongoing basis as & when required by the Bank for initial 6 months of implementation and thereafter once in quarter during whole contract period. The entire costs of training are to be borne by the bidder.
 3. The Bidder will be responsible for training the Bank's employees managed service vendor appointed by bank in the areas of implementation, operations, management, error handling, system administration etc. The Training should at least cover but not limited to the following Areas:
 - i. Functionality available in the solution
 - ii. Customization development
 - iii. Parameterization
 - iv. Impact analysis
 - v. Auditing techniques
 - vi. Advanced user training
 - vii. Advanced trouble shooting techniques
 - viii. Deployment of various products / packages as part of the solution
 - ix. Techniques of rule writing
 - x. Development and deployment of new products using the proposed solution
 - xi. Usage of all the auditing tools being provided
 - xii. Developing new audit reports / tools using the proposed solution
 - xiii. Advanced training on the operating systems, database systems, TSS system and network systems to be used by the proposed solution
 - xiv. Training for report writer facility to create new reports and modify existing reports
 - xv. System and Application administration at branches
 - xvi. Log analysis and monitoring
 - xvii. Incidence analysis and reporting
 - xviii. Backup administration guide
 - xix. User administration
 4. The Bank & managed service vendor appointed by bank will be responsible for identifying the appropriate personnel for all the training requirements.
 5. The Bidder will be responsible for providing the users with the requisite training material in both hard and soft copies for the core team/implementation training, technical training, and end user training and train the trainers. The onus of preparing the training material will be on the Bidder.
 6. The Bidder should provide training to personnel identified by Bank on functional and technical areas of Terminal Security Solution.
 7. Training should include training aids such as online tutorials, hard copies and softcopies of the manuals, etc.



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

32. Facility Management and Support

1. Facility management through 1 onsite resource each under 3 shifts (Total 3 Onsite resources) (from 6:00 AM to 2:00 PM, from 11 AM to 7 PM and from 3 PM to 11 PM. respectively) on all days except Nationwide Bank Holidays, at Bank's ATM monitoring department at Chennai. The resources should have prior experience in TSS server operations. In case of leave / absence of the FM resource(s), alternate resource with adequate knowledge and experience should be deputed for duty. **Onsite resource will be supervised by the Bank officials.**
2. The Supplier is required to provide the following services under Facility Management.
 1. Monitor the entire TSS solution including the Hardware, Application Software and the software clients installed in the terminals.
 2. Perform configuration changes, version up-gradations, trouble shooting, patch installation, running of batch processes.
 3. Performing Back-ups, application management and data maintenance.
 4. Provide the OTP for login to the terminals to Field Level Engineers on request.
 5. Testing the latest application & OS patches and policy changes in the test ATMs & Cash Recyclers available within the office premises and deploying the same in live terminals remotely.
 6. Support field level engineers for installing the TSS client in the terminals and to trouble shoot the issues in installation / functioning of the clients.
 7. Issue docket number to the field engineers once installation is completed successfully and maintain the records for future reference.
 8. Handling of alerts and fraud cases reported by the TSS solution, which includes, but not limited to Reporting of any unauthorized attempt to:
 - (i) Login to ATM,
 - (ii) Change the settings, especially security settings,
 - (iii) Enable/Disable USB devices, as may be required.
 - (iv) **Any attempt to run any unauthorised software malware, Trojan, ransom-ware etc. or 3rd party service.**
 - (v) Install / Auto-Run executables / batch files
9. Investigate and report suspicious activities like deviations or non-consistent transaction or event patterns which are caused by unauthorized system usage.



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

10. Switching operations to the DR site in case of issues at the Primary site, or during DR drills.
11. Take-up with Bank's network team and on-site engineers of OEMs in case the client installed in any terminal is disconnected from the server.
12. Performance Monitoring / Fine Tuning.
13. Extract the hardware utilization reports regularly and submit to Bank.
14. Inform the Bank in case of any performance issues.
15. System/Application Administration
16. Take up with technical team for fixing any vulnerability reported in the solution.
- 17. Co-ordination with Banks' security team by SPOC/ Team lead periodically. The Team lead, SPOC should meet the Bank Operation team along with Bank Security Team once in fortnight (atleast monthly twice). If the date falls on a holiday then the meeting will be kept on mutually agreeable date. Further developments will be based on these appraisal reviews.**

18. File integrity Management.

3. This section describes, but does not limit, the services required by the Bank for the Solution proposed as part of this RFP at the Data Centre, Disaster Recovery Site, Head Offices etc. The Bank intends that the contract which is contemplated herein with the Bidder shall cover all deliverables and services required to be procured or provided by the Bidder during such period of contract. The Bidder needs to consider and envisage all services that would be required in the maintenance of the facilities.
4. The Bidder is expected to develop a methodology for conducting the FM (**Facility Management**) for the Bank based on the requirements. The personnel being deployed by the Bidder for FM at the Bank should be having relevant experience.
33. The above activities should be taken care as part of onsite support. The team should comprise 3 persons including one team lead. Team lead should be available at DIT during the working hours of the bank and the remaining two persons should be available at DIT to support the above activities in shifts.
34. **Alert Generation** :- Solution should be capable to generate alert not limited to below mentioned scenarios:-
 1. Alert should be generated if ATM/ Cash Recycler camera goes faulty or not working.
 2. There should be an alert generated if the ATM/ Cash Recycler starts dispensing abnormally or count of same notes like for ex. 40 Nos. of 39 Nos. irrespective of denomination or the ATM/Cash Recycler start dispensing in increasing order or decreasing order.
 3. There should be an alert if the ATM/ Cash Recycler starts dispensing without writing in EJ or logs.
 4. There should be an alert if the ATM/ Cash Recycler is idle or not dispensing cash.
 5. There should be an alert immediately after CRA visit if the ATM/ Cash Recycler is not dispensing cash or ATM goes out of service.



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

6. List of non-dispensing ATMs/ Cash Recyclers with available cash.
7. There should be an alert if there is continuous deposit of money for the same account for more than 3 instances.
8. There should be a list of ATMs dispensing in the wee hours continuously or dispensing abnormally.
9. The solution should be able to identify any type of anomaly in the ATM/ Cash Recyclers.
10. There should be an alert generated if anti-skimming device stops working.
11. There should be an alert generated for cameras not working.
12. There should be an alert if the same person is standing before ATM for significant amount of time.
13. There should be an alert generated for highly dispensing ATMs and low dispensing ATMs.
14. The solution should be capable to be integrated with Bank's EFRM tool, if required.
15. The solution should generate an alert if upper hood of ATM/Cash recycler is opened.
 35. The bidder have to comply both scope of work and technical specification provided herewith.
 36. During the technical evaluation itself and before opening of the commercial bid of the ATM Security solution, Bank may at its discretion if required, ask the bidder for site visit (only in India for maximum of 3 persons) for verification/accessing the performance/working of the solution quoted in the RFP. The cost has to be borne by the bidder.
 37. The participating bidders has to compulsorily provide a detailed technical presentation along with their respective technical team which will be part of the assessment.



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

ANNEXURE –I (A)

Technical Specifications

Sno	Technical Specification	Complied (Yes/No)	Bidders' Remarks
1	General		
1.1	The solution should support Windows XP, Windows POS Ready 2009, Windows 7, Windows 10 and any future OS released by the OEMs without any additional cost to the bank.		
1.2	The solutions should support both Domain and non-Domain based User – User Group policies.		
1.3	The solution should support a client based (standalone) instance (without server).Agent policy should work even when the computer is not connected to the Corporate Network. The proposed security solution is based on Client Server architecture only. Bank requires that in case of Bandwidth constraint or communications issues, if the client is disconnected with its server/bank network, the security solution should also have standalone aspect in built to it, so that in those cases Security solutions Agent policy should work/be intact with the last updated policies.		
1.4	The solution shall be able to set BIOS Password centrally		
1.5	Editing/setting of BIOS password must be password protected ,Set the BIOS to boot only from the ATM hard drive.And booting from removable media should be disabled by default.		
1.6	The solutions should protect itself against manipulation – attacks		
1.7	The ability to password protect the client to prevent uninstallation or change of settings.		
1.8	The solution should be designed to run specifically for self-service terminal (ATMs / Cash Recyclers etc.) The required modules should be part of same solution		
1.9	The solutions should be managed from a central point of management on real time basis		
1.10	The solution should support event logging for Security Software events. Ensure real-time monitoring of security relevant to software events.		
1.11	The solutions should support remote installation via software distribution tool		



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

1.12	The solutions should also support local installations		
1.13	Be able to interface with any third-party systems, as required with no additional cost to the bank.		
1.14	Supports/implements a Single Sign On solution which enables the user access of disparate Online Portal resources through a single, streamline secured authentication process tied in with the bank's current authentication framework (Active Directory).		
1.15	Supports the following user interface(s) over Intranet/Internet/VPN: (a) Browser-based Application (IE, Edge, Chrome, etc.) (b) Mobile-based Application (Android,iOS,Windows)		
1.16	Follows responsive Web design guidelines/standards.		
1.17	Allows interfacing to Device Monitoring, EndPoint Security, Software Distribution and additional modules/solutions seamlessly as required by the bank at no additional cost.		
1.18	Machine should be capable of centrally downloading Software / Patches upgrades and idle screen and content distribution.		
1.19	An ATM may be restarted remotely, which may be required after configuration changes and to resolve certain problems.		
1.20	Ability to flash ATM Status alerts through SMS/Email etc.		
1.21	Solution should be in position to distinguish and communicate Power failure and communication failure		
1.22	The solution should support event logging.		
1.23	There should be provision to log all calls received at Help Desk at Banks' site through a Web-based portal along with a Dashboard as well generation of MIS with respect of TAT, pendency etc.		
1.24	Solution should provide the dashboard for tracking the no. of endpoints with a drill down features		
1.25	The solution should have centralised access management capability		
1.26	The solution should support time bound password generation and management using OTP/Passcodes.		
1.27	The solution should allow remote management of user credential according to strong password and industry		



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

	requirements for the terminals Windows administrator / Users.		
1.28	The solution must have the ability to expire the password after a defined no of reboots within the validity period of the password		
1.29	Endpoint Protection Solution & all the modules, if any, should have Multi Vendor compatibility and should integrate seamlessly in any OEM make.		
1.30	Solution & all the modules, if any, should have compatibility with Windows XP or above operating system.		
1.31	The solution should support event logging.		
1.32	There should be provision to log all calls received at Help Desk at Banks' site through a Web-based portal alongwith a Dashboard as well generation of MIS with respect of TAT, pendency etc.		
1.33	Solution should provide the dashboard for tracking the no. of endpoints with drill down features		
1.34	Single interface for accessing End Point Protection Solution (EPS) functions		
1.35	Web-based graphical rich console		
1.36	Mechanisms to deploy agents of all the modules wherever bandwidth is available and in small packets where bandwidth is low.		
1.37	Mechanisms to update agents remotely		
1.38	Ability to deliver policies of Whitelisting, Full Hard Disk Encryption (FHDE) anywhere		
1.39	Ability to deliver agent software updates anywhere		
1.40	Minimal policy and configuration update latency		
1.41	Ability to dynamically change the hardening policies		
1.42	Ability to schedule the pushing/reverting/modifying the hardening policy on selected number of terminals.		
1.43	Ability to log calls at Banks helpdesk automatically.		
1.44	Scalability		
1.45	Audit log for policy changes		
1.46	Log of administrative events		
1.47	Consistent support across platforms		
1.48	Quarantine of unhealthy endpoints where EPS is not installed or non functional		



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

1.49	Help function		
1.50	Alert/threat generation		
1.51	Logs and log access		
1.52	Default reports with respect of TAT, pendency etc.		
1.53	Reports with details of connected/disconnected Terminals		
1.54	Report filters		
1.55	Health monitoring for endpoints and agents		
1.56	Policy hierarchy		
1.57	Separation of duties and role-based administration		
1.58	Availability		
1.59	Endpoint discovery		
1.60	Configuration backup		
1.61	Configuration and patch management integration		
1.62	Integration with vulnerability assessment solutions		
1.63	Customized reporting		
1.64	Customizable dashboards		
1.65	Ability to drill down from a report or dashboard into a log, an agent or another object		
	Asset Management		
2	display the # of ATMs, grouped by OEM Model type/CPU/Memory or any other parameters from the OEM Hardware specification.		
2.1	display the # of ATMs, grouped by OS ver / Application version + patch level (incl. XFS) or any other parameters available from the Software Application.		
2.2	display the software version changes/upgrades applied on the terminal software components for a period/duration (as selected by the user).		
2.3	display the total # of ATMs and relative value, based on parameters such as Overall / LHO / Circles / Metro / Preferred / Regular / Urban / Rural classifications.		
2.4	display the aging report of the last update/check done of the HW/SW running on the terminals, and highlight if any failures faced during last attempt.		
2.5	display the next planned Preventive Maintenance activity for those terminals where in the version check update has failed during last attempt.		
2.6	be able to interface with any third-party systems, as required with no additional cost to the bank.		



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

2.7	Provide centralised identification, Monitoring (a,b,d and g) and audit of followings items of Terminal without site visit with all granular details.		
2.8	a. Hardware, Devices, Components		
2.9	b. Software and its modules with version		
2.10	c. Firmware and Device Drivers versions		
2.11	d. Services / Processes		
2.12	e. Updates Levels, Patch Levels , hotfixes		
2.13	f. Operating System, Service Packs Versions		
2.14	g. Configuration		
2.15	h. XFS Service Provider versions		
2.16	Track hardware, software, real time reporting of hardware Status and alert on hardware change		
2.17	The solution should support time bound password management		
2.18	The solution should allow for the remote user management		
2.19	The solution should support One Time expiring passwords		
2.20	The solution should support online and offline password management		
2.21	The solution shall be managed from a central point of management and should work with any standard ATM agent monitoring solution.		
2.22	The Solution should support Various map and dashboard views with filtering capabilities for instant access to security status of terminals/devices.		
2.23	The solution should support - Deploy and update Security Policies and configurations.		
2.24	The solution should provide SMS and E-mail alerts for significant / critical events/changes		
2.25	The solution shall not have performance impact of the existing ATM and the peripheral devices e.g. Switch, CD, Bunch Note Acceptor		
2.26	The solution shall allow remote management of user credentials according to strong password and industry requirements.		
2.27	The solution shall allow an administrator to define different roles for various users & groups and assign each of them specific user rights.		
2.28	The solution should provide additional hardening capability to the operating system, irrespective of the OEM(which is based on ATM industry best practices).		



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

2.29	The solution shall be able to disable Auto-run facility of exe file from a network or a USB port.		
2.30	The solutions should protect against malware being injected on to the machine through Software installations and also Via local means e.g. USB drive, CDROM etc.		
2.31	It should have ATMs statewise and districtwise data segregation.		
2.32	it should have provision for addition of any external/internal devices also.		
2.33			
	Software Distribution		
3	Ability to compress and pull Electronic Journal [EJ] at Central location		
3.1	Batch mode (through scheduler)		
3.2	Should be pulled in Online mode centrally .		
3.3	Should be able to view the lived and archived parsed Electronic Journal [EJ] through a portal.		
3.4	EJ format should be parameterised and on the standard format irrespective of make and model of the terminal, as per the requirement of the Bank.		
3.5	Solution should keep the history of scheduled tasks to report their progress and failure.		
3.6	EJ Archiving		
3.7	Software and File Distribution at an appropriate time and record traces, includes :		
3.8	A. Screen changes		
	B. Software hot-fixes		
	C. Updates/patches		
	D. Configuration		
	E. Any graphics and display contents		
	Distribution is done in small blocks of data and process is managed according to available bandwidth		
3.9	Ability to distribute software remotely at scheduled time and centrally in a secure and authenticated manner with necessary logs/trac		
3.10	Solution to provide the software manager to remote software deployment :		



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

3.11	(a) Software Manager should be capable to remotely distribute a software to a specific ATM, a group or ATMs or the entire network of ATMs from central location.		
	(b) The module automatically decides whether a reboot of the ATM is required for the software update to take effect or not. The machine can be configured for an immediate reboot or a scheduled reboot and would only reboot at the schedule time if not being accessed by a customer or when transaction is completed or when machine is in idle state (Non-Peak hours)		
	The server provides a detailed report of all the distribution with accurate reporting whether the installation and delivery were successful or not.		
3.12	Customer sessions take priority over download process which is suspended during customer transaction and resumed after transaction completion		
3.13	In the event of a conflict between Central solution rule and ATM configuration, the incorrect configuration can be corrected immediately before customers are impacted.		
3.14	display the # of successful/un-successful software download(payload) activities performed for a period/duration (as selected by the user)		
3.15	display the # of successful/un-successful software upload(payload) activities performed for a period/duration (as selected by the user)		
3.16	display the total payload(size) for all upload & download activities performed for a period/duration (as selected by the user)		
3.17	display the payload by comms channel and the average time taken to complete.		
3.18	display the break-up of payloads, file type-wise (video, screens, OS logs, App logs, device logs, etc.)		
3.19	display the average time needed to complete the pending download activities, entity-wise.		
3.20	display the # of retries performed for software download activities performed for a period/duration (as selected by the user), connection type-wise.		
3.21	display the # of retries performed for software upload activities performed for a period/duration (as selected by the user), connection type-wise.		
3.22	display the # of manual visits done to perform software updates or retrieve logs, due to software distribution failures, vendor-wise, region-wise, etc.		



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

3.23	be able to interface with any third-party systems, as required with no additional cost to the bank.		
3.24	Should be platform independent – should support Windows XP / Win 7 , Win 10 at the endpoint		
3.25	Should have built-in eJ viewer with search & print facility		
3.26	Should have eJ archival and retrieval facility		
3.27	Messages transferred to be encrypted with time stamp to prevent unauthorized access		
3.28	Capable of resuming job automatically in case of communication failure		
3.29	Should automatically register ATMs that come live on the network		
3.30	Should maintain Audit Trail to track all activities		
3.31	Software & screen distribution from a central source to facilitate individual configuration & screen displays		
3.32	Scheduling download and installation at desired times		
3.33	Scheduled and ad hoc/ immediate upload of eJournals		
3.34	Monitoring Job status online		
	Hard disk Encryption		
4	Solution should have ability to perform Full Hard Disk Encryption (FHDE) i.e. to encrypt all data (user files as well as system files) from an ATM's hard disk. Hard disk encryption should be capable to prevent unauthorised changes to the content of the hard drive.		
4.1	FHDE should have pre-boot network based authentication or environment aware authentication mechanism.		
4.2	The solution should be capable of changing the configuration of the FHDE and the parameters used to encrypt.		
4.3	The solution should protect data confidentiality when a system is out of operation i.e. when HDD is removed from native ATM.		
4.4	The solution should have the capability to decrypt the ATM hard drive outside of the ATM for recovery purpose in a secured manner.		
4.5	The solution should have real time encryption (based on military grade AES- 256 encryption standard)		
4.6	The solution should have single centralised management console for managing and pushing the encryption policies.		
4.7	The single centralised management console should be in a position to pull reports as needed about the connected and disconnected ATMs.		



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

4.8	The solution should support Full hard disk encryption(FHDE)		
4.9	The solution should enable for an exact status of disk encryption to be retrieved and display centrally on a monitoring system		
4.10	The solution should be capable of changing the configuration of the hard disk encryption and the parameters used to encrypt		
4.11	The solutions should have the capability to decrypt an ATM hard drive outside of the ATM for recovery purpose only using the relevant encryption key.		
4.12	Dispenser encryption (Communication between ATM PC and Dispenser should be encrypted). All Sensitive information must be encrypted during transmission		
4.13	The ATMs should still cater to customers while the hard disk is being encrypted (during installation)		
4.14	The solution shall support Encryption of all data (user files as well as system files) from an ATM's hard disk.		
4.15	The solution shall protect data confidentiality when a system is out of operation.		
4.16	Comprehensive Whitelisting		
5	The solution should be able to block USB ports on the ATM.		
5.1	The solution should be protected against tampering of applications which are whitelisted either on disk or on memory during execution.		
5.2	The solution should protect against malware which may be injected locally or remotely on the machine.		
5.3	The solution should prevent execution of unauthorized software, scripts, Dynamic-Link Libraries (DLL) and further defends against memory exploits.		
5.4	The solution should protect against unauthorised updation/change or property files etc.		
5.5	The solution should have firewall functionality.		
5.6	The solution should issue alert/ warning once a threat has been identified.		
5.7	The solution should block unauthorized installed software.		
5.8	The solution should have capability to allocate only required ATM resources to the whitelisted application. The solution should monitor during the execution of the application that only whitelisted resources are accessed.		
5.9	The solution should have single centralised management console for managing, administering and pushing the hardening policies.		



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

5.10	The single centralised management console should be in a position to pull reports as needed about the connected and disconnected ATMs.		
5.11	The solution should provide additional hardening capability to the operating system, irrespective of the OEM		
5.12	The solution should be able to dynamically Push the policies the hardening policy of the ATM.		
5.13	The hardening solution should be developed for ATM environment and should have out of box prefabricated best practices to reduce installation period.		
5.14	The solution should provide additional hardening capability to the operating system, irrespective of the OEM		
5.15	The solution should be able to dynamically change the hardening policy of the OS on the ATM		
5.16	RFP term to be read as " The solution should be able to block USB devices on the ATM through centralized Control.		
5.17	OS Hardening solutions should support user (role based) access to the terminals based on tokens (no need to distributed user credentials)		
5.18	The solution should have a user Interface to be able to customize and manage the hardening policies		
5.19	The Operating System Hardening should be managed and administered centrally		
5.20	During policy distribution to the ATM's, the hardening policies should be protected against manipulation		
5.21	The hardening solution should also be incorporated to browsers and other software components running on self-service terminals e.g. personal firewalls, ip-address / port management .		
5.22	The solutions should protect against malware being injected on to the machine and any other unauthorised Software installations. Via local means e.g. USB drive, CDROM etc.		
5.23	The solution should protect against the manipulation of executables e.g. .exe, .dll, .class etc. and scripts e.g. .js, .bat etc.		
5.24	The solution should protect against the unauthorized updating / changing of configuration – property files		
5.25	The solution should have firewall functionality The solution should be capable of identifying behaviour anomalies within the ATM software		
5.26	The solution should issue alert / warning/ prevent once a threat has been identified		



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

5.27	The solution should block the unauthorized installation of software		
5.28	The solution should be able to block all the unused software ports and allow only the whitelisted ports.		
5.29	Alert should be generated for the unauthorised services as well as programs trying to install or run.		
5.30	Data Security		
6	IPSEC on circuits that connect the Bank to the vendor's Management Centre		
6.1	Secure Shell Security (SSH) between Bank's ATM Switch & Incident Management System		
6.2	Secure Socket Layer (SSL) between the Bank and secured web server.		
6.3	Firewall - Fully integrated Internet security and IP networking on one purpose-built platform		
6.4	Firewall - Access to network always available with VRRP and Firewall synchronization technology		
6.5	Firewall - Networking OS integrated with third party applications designed for security solutions		
6.6	Intrusion Detection System		
6.7	Virus protection, detection and maintenance of virus definitions		
6.8	Should have a Information Security Management System which is established using best practices available in industry (e.g. ISO 27001) operational, continuously monitored and improved		
6.9	Logging should be done for user account management, privilege changes, user activity, configuration changes etc.		
6.10	Adequate redundancy and back up – DR site to support uninterrupted services		
6.11	Data security should be insured for data at rest, data in use and data in motion through TLS1.2,IPSEC,AES256 and their future version protocols. Data confidentiality and integrity are also to be maintained.		
6.12	Intrusion Detection And Protection (anti malware)		
7	The solution should be able to block USB devices on the ATM through centralized Control.		
7.1	The solution should be protected against being manipulated		
7.2	The solutions should protect against malware which may be injected locally or remotely on to the machine.		



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

7.3	The solution should protect against the manipulation of executables e.g. .exe, .dll, .class etc. and scripts e.g. .js, bat, .bat etc		
7.4	The solution should protect against the unauthorized updating / changing of configuration – property files		
7.5	The solution should issue alert / warning once a threat has been identified		
7.6	The solution should block the unauthorized installed software		
7.7	The solution should have capability to allocate only required ATM resources to the White listed application. And during the running of the White listed application should monitor if only those resources are being accessed. In case of any deviation, alert should be raised and resources should be blocked.		
7.8	Monitoring and Management		
8	Remotely poll devices at intervals that detect problems immediately after occurrence		
8.1	Detect events that exceed set thresholds		
8.2	Fault Identification – remote diagnostic tools to be used initially		
8.3	Automate collection of key performance metrics		
8.4	Create and maintain inventory of devices and configurations		
8.5	Show open & closed incident status at secured website		
8.6	The management and monitoring of the ATMs should happen through the network connectivity that the Bank is having at the ATM locations		
8.7	Notify appropriate agency for activating support		
8.8	Notify customer at detection, isolation and resolution		
8.9	Manage incident from detection to resolution		
8.10	Proactive/predictive analysis & recommendations		
8.11	Setting event thresholds based on customer availability needs		
8.12	Tuning performance by correlating events with performance metrics		
8.13	Order to identify bottlenecks that inhibit availability and performance		
8.14	Remotely implement software upgrades		
8.15	Maintain password ownership of configurable managed objects		
8.16	Implement logical changes to remotely configurable devices		



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

8.17	Report metrics including device class, location, IP address, circuit information		
8.18	Update customer help desk about estimated service restoration time		
8.19	Monthly report on fault, performance and configuration metrics		
8.20	Interpret metrics & make recommendations for improvement		
8.21	24 X 7 X 365 monitoring and resolution		
8.22	Unlimited incidents		
8.23	Toll free number with multiple lines for service requests (minimum 100 lines)		
8.24	Call to Bank within 3 minutes of fault occurrence.		
8.25	Remedial remote diagnostics typically performed within 3 minutes		
8.26	MIS Report Generation		
9	Display the client version running on terminals, version-wise with drill down capability up-to record level.		
9.1	Display the count and list of terminals whose policies are not updated(age wise).		
9.2	Display the # of threats/violations identified and stopped during vulnerability scans(virus/malware/firewall).		
9.3	Display the # of attempted execution/installation of unauthorized software and hardware components.		
9.4	Display the status of hard disk encryptions (aligned, warnings, violations) of the security policies, vendor-wise.		
9.5	Display the # of scan failures reported from terminals.		
9.6	Display the # of white-listed applications, OEM vendor-wise.		
9.7	Display the aging list of the white-listed applications running on the terminals.		
9.8	Display the # of USB/ports blocked or un-blocked OEM vendor-wise.		
9.9	Display the aging list of the blocked or un-blocked USB/ports OEM vendor wise.		
9.10	Display the # of access policies maintained across the network, with last update/change metric.		
9.11	Allows access for all Internet browsers(Windows/Linux) and mobile applications (iOS, Android, Windows).		
9.12	Allows creation of countless dashboards depending on user's role/business requirements (this includes the capability to change the fields to be displayed within the dashboards).		



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

9.13	Allows user to drill down for detailed information across any entity/fields present (eg. end-point wise, LHO wise, Module wise, Region wise, Channel wise, fault-wise, connectivity-wise, etc.).		
9.14	Allows searching, filtering and sorting on the entities and fields displayed on the dashboard.		
9.15	Able to offer additional/extensive reports for business, technical and operations (both historical & real-time information) as required by the bank at no additional cost.		
9.16	Allows users to change the logic of reports at any time as per their requirement		
9.17	Able to generate ad-hoc reports and exported into popular formats (.xls,.csv, pdf, image, etc) for a period/duration (as selected by the user).		
9.18	Provide analytical Dashboard/report to help improve the performance characteristics, maximizing ATM uptime and provide recommendations to reduce resource bottlenecks based on historical data.		
9.19	Allows/provide for primary filter (as default) set to Metro ATMs & Preferred ATMs.		
9.20	Allows the filters to be set to the following data (based on availability/applicability): (a) Region-wise (b) Org Setup-wise (Circle/Network/Admin Office/Region etc.) (c) Fault-wise (d) OEM vendor-wise (e) Managed Services vendor-wise (f) Network vendor-wise (g) Capex-MOF vendor-wise (h) Terminal wise (i) Age-wise (j) Any other type available in database.		
9.21	Allows to add/update categories (in addition to above) in the future, with no additional cost to the bank.		
9.22	Allows data input collection using existing templates/formats based on user provisioning, followed by the bank.		
9.23	Allows role-based access (CRUD) provisioning for all components/entities supported through the online dashboard.		
9.24	Allows interfacing with mobile application to be provided/developed to gain access to specific		



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

	modules/sections of the online dashboard, based on role provisioning		
9.25	Allow call escalation/initiation/updates/closure through web and mobile application, developed as per guidelines provided by the bank.		
9.26	Allow data entry and update for ATMs, through web and mobile application, by respective parties(Bank Operator, ATM/Site Engineer, etc)		
9.27	Provide details of Endpoint installed with detailed information(Address,Geocode, Brand, Model, SW Versions,etc) as required by the bank through web and mobile application and (digitally) signed of by Endpoint Supplier authorized personnel, in a bank defined format for EndPoint Install Certificate(EPIC).		
9.28	Display the CPU/memory/network utilization of the terminal.		
9.29	display the current utilization levels of the system HW (components like CPU, Disk, Memory, Controllers, Bus, LB, Network Card/IP, etc) node-wise or system wise.		
9.30	display the current utilization levels of the application system SW (processes).		
9.31	display the # of times the utilization levels have crossed pre-defined threshold levels.		
9.32	display the # of scheduled jobs (incl. backups) and the ratio of completion / in progress / failure status.		
9.33	Shows the status of all processes of terminal and how much memory each is using.		
9.34	Customized reporting		
9.35	User-based reporting		
9.36	Mobile endpoint status reporting		
9.37	Ad hoc reports		
9.38	Other Requirements		
10	Only permitted applications to be run in the Machines using Sandboxing concept or equivalent, thus effectively nullifying the need of any anti-virus solution.		
10.1	To whitelist only the required applications to be Run in the ATMs.		
10.2	Access to external devices should be centrally controlled		
10.3	All files to be protected from damages by any unauthorised users		
10.4	Doesn't allow any registry level changes by any unauthorised users		



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

10.5	Booting only through Hard disk during Normal Operations. No other entry in Boot Order meaning thereby the solution should not allow the booting from any other except internal hard disk only		
10.6	This clause should be read as “Detect and block Unused Services and Applications.”		
10.7	Disabling Auto play Options which allows software to run from removable media.		
10.8	NPCI/RBI and Industry regulation and audit compliance to be followed from time to time without any additional charges to the Bank		
10.9	Terminal Security Delivers end-to-end protection from all side network and local attacks		
10.10	Protection/detection policies to monitor files, settings, events and logs, and report anomalous behaviour through Centralized Dashboard.		
10.11	Mechanism to validate and allow ATM Engineers to perform Maintenance Activities.		
10.12	All the updates/ releases in the solution during the contract period to be provided to the bank without any additional cost.		
10.13	24 x 7 support to be made available from the Technical Assistance Center (TAC)		
10.14	Onsite/Offsite personnel should have the necessary experience to handle the solution.		
10.15	Auto Run facility should be disabled.		
10.16	Access should be time based admin access and dynamic password.		
10.17	The solution should not allow or alert should be generated for OS level, application software level changes.		
10.18	For usage of all unauthorised ports/ services , unauthorised softwares, unauthorised modifications, deletion in the ATM/ Cash Recycler eco system, alerts should be generated OR such usage should not be allowed at all.		
10.19	The response and resolution time have to be maintained.		
10.20	The solution should be capable of providing alert in case of opening of upper part of the ATMs/ Cash Recyclers		
10.21	The solution should be capable of providing alert in case internal cameras of the ATMs/ Cash Recyclers goes faulty		
10.22	The solution should be capable of generating alert in following events :- 1. Unexpected reboots.		



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

<p>2.Unexpected “cash out” events. 3.Unexpectedly empty cash cassettes. 4. Gaps in audit logs where there ought to be records of transaction activity 5.Transaction records on the ATM that do not correlate with the value of cash apparently dispensed. 6.Transaction records on host servers that do not correlate with the value of cash apparently dispensed. 7.Discrepancies in device status messages reported by the ATM between consecutive legitimate transactions. 8.Legitimate files in incorrect locations 9.Loss of communication with security solutions running on the ATM. 10. Unexpected gaps in CCTV footage 11. Unexpected physical access to the ATM top box, including physical breaches such as lock picking or removal. etc..</p>		
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**Authorized Signatory
Place:**

Name and Designation

Office Seal



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

ANNEXURE – II (A)
FORMAT FOR TECHNICAL BID

1) Name and Address of the Company	
2) Registered Address of the Company	
3) Location of factory/assembly shop	
3) Year of Incorporation	
4) Local/Contact Address	
5) Contact Person a) Name: b) Designation: c) Phone: d) Fax: e) Cell No: f) E-mail	
6) Turnover and Net Profit of the company (Rs. in Crores).	
FINANCIAL YEAR	Turnover Net Profit (After Tax)
2015-2016	
2016-2017	
2017-2018	

We confirm that the prices quoted by us in the commercial bid are as stipulated by the Bank in clause 1.10 of the RFP No RFP/ITD/010/18-19 dated 09.11.2018. We also confirm that we agree to all the terms and conditions mentioned in this RFP No RFP/ITD/010/18-19 dated 09.11.2018.

Authorized Signatory

Name and Designation

Office Seal

Place:

Date:



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

Annexure II-B
OFFER COVERING LETTER

DATE:

**The Assistant General Manager,
Indian Overseas Bank,
Information Technology Department,
763, Anna Salai,
CHENNAI – 600 002.**

Dear Sir,

Sub: Your RFP No. RFP/ITD/010/18-19 DATED 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer for providing said solution as detailed in your above referred RFP.

We confirm that the offer is in conformity with the terms and conditions as mentioned in the above-cited RFP and agree to all the terms and conditions of the RFP and subsequent amendments made, if any.

We confirm that, we have not have been black listed / debarred / disqualified / by any regulator / statutory body / Financial Institutions or a public sector undertaking in India as on date of issue of RFP

We also understand that the Bank is not bound to accept the bid / offer either in part or in full and that the Bank has right to reject the bid / offer in full or in part or cancel the entire tendering process without assigning any reasons whatsoever.

We furnish hereunder the details of Demand Draft submitted towards RFP document fees and EMD Amount.

Description	Amount in INR	DD / BC NUMBER	DATE OF THE DD	Name of issuing Bank & Branch
Cost of Bid Document	15,000			
EMD Amount	35,00,000			

Yours faithfully,

(Authorised Signatory)



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

ANNEXURE – III
FORMAT FOR COMMERCIAL BID

1. Name of Bidder :
2. Address of Corporate Office :

TABLE I – COST OF ATM SECURITY SOLUTION:

Sl.No	Description	Qty (a)	Unit Price (Rs.) (b)	Total price (Rs.) (a*b)
1.a	Cost of Application Software for ATM Security Solution for DC, (Active-Passive Mode) DR as per Technical Specifications and Scope of Work with 3 years comprehensive onsite warranty.	2		
1.b	Cost of Database Software for ATM Security Solution for DC , DR as per Technical Specifications and Scope of Work with 3 year comprehensive onsite warranty.	2		
1.c	Cost of Application Servers for ATM Security Solution (2 in DC, 1 in DR) with 3 years comprehensive onsite warranty.	3		
1.d	Cost of Database Servers for ATM Security Solution (1 in DC, 1 in DR) with 3 years comprehensive onsite warranty.	2		
1.e	Cost of ATM Security Solution Client to be installed in Terminals (Cash Dispenser/Recyclers)	4000		
1.f	Cost of UAT Setup including application software, database software (if any), & servers (application & database) with 3 years comprehensive onsite warranty each.	1		
2.	Total (1.a to 1.e)			

TABLE II – COST OF IMPLEMENTATION:

Sl.No	Description	Total Cost (Rs.)
1	Total Cost of Installation, implementation of the solution & Training as per the Scope of Work- Annexure I (A)	
2	Total Implementation Cost	



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

TABLE III – ANNUAL TECHNICAL SUPPORT CHARGES:

Sl.No	Description	Qty	Unit Price(Rs.)	Total price (Rs.)
1.a	ATS for Application Software for ATM Security Solution for the 4 th year	2		
1.b	ATS for Application Software for ATM Security Solution for the 5 th year	2		
1.c	ATS for Application Software for ATM Security Solution for the 6 th year	2		
1.d	ATS for Application Software for ATM Security Solution for the 7 th year	2		
1.e	ATS for Database Software for ATM Security Solution for the 4 th year	2		
1.f	ATS for Database Software for ATM Security Solution for the 5 th year	2		
1.g	ATS for Database Software for ATM Security Solution for the 6 th year	2		
1.h	ATS for Database Software for ATM Security Solution for the 7 th year	2		
2.	Total cost of AMC (1.a to 1.h)			

TABLE IV – ANNUAL MAINTENANCE CHARGES FOR APPLICATION & DATABASE SERVERS

Sl.No	Description	Qty	Unit Price(Rs.)	Total price (Rs.)
1.a	AMC for Application Servers for 4 th year	3		
1.b	AMC for Application Servers for 5 th year	3		
1.c	AMC for Application Servers for 6 th year	3		
1.d	AMC for Application Servers for 7 th year	3		
1.e	AMC for Database Servers for 4 th year	2		
1.f	AMC for Database Servers for 5 th year	2		
1.g	AMC for Database Servers for 6 th year	2		
1.h	AMC for Database Servers for 7 th year	2		
2.	Total cost of AMC (1.a to 1.i)			



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

TABLE V – AMC CHARGES FOR UAT SERVERS:

Sl.No	Description	Qty	Unit Cost(Rs.)	Total Cost (Rs.)
1.a	AMC Charges for UAT Servers (application & database) for the 4 th year.	1		
1.b	AMC Charges for UAT Servers (application & database) for the 5 th year.	1		
1.c	AMC Charges for UAT Servers (application & database) for the 6 th year.	1		
1.d	AMC Charges for UAT Servers (application & database) for the 7 th year.	1		
2	Total			

TABLE VI – COST OF ONSITE SUPPORT

Sl.No	Description	Qty	Price for 1 Shift (Rs.)	Cost of Support (Rs.)
1.a	Cost of Onsite Support for 1 st year	1		
1.b	Cost of Onsite Support for 2 nd year	1		
1.c	Cost of Onsite Support for 3 rd year	1		
1.d	Cost of Onsite Support for 4 th year	1		
1.e	Cost of Onsite Support for 5 th year	1		
1.f	Cost of Onsite Support for 6 th year	1		
1.g	Cost of Onsite Support for 7 th year	1		
2.	Total Cost of Onsite Support			

TABLE VII – TOTAL COST OF OWNERSHIP (TCO):

Sl.No	Description	TABLE	Total Price (Rs.)
A	Total amount under Serial No. 2	TABLE I	
B	Total amount under Serial No. 2	TABLE II	
C	Total amount under Serial No. 2	TABLE III	
D	Total amount under Serial No. 2	TABLE IV	
E	Total amount under Serial No. 2	TABLE V	
F	Total amount under Serial No. 2	TABLE VI	
G	GRAND TOTAL		



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

Note:

1. L1 will be determined based on the total cost of ownership (TCO) quoted by any of the technically short-listed bidder, whose commercial bid is opened, under Table VII Serial No. G (Grand Total).
2. In the event of the solution being proposed by the bidder does not require any of the line items detailed in Table I, Bidder shall intimate the same to the bank in their company letterhead along with the technical bids. Bank, at its own discretion, may allow NIL- "0" quotes in the commercial bid in such a condition.
3. For Onsite Support (Table VI), the prices are to be submitted for 1 shift for 1 engineer. Actual deployment of engineers shall be as per the requirement of the Bank detailed in Scope of Work- Annexure I.

We certify that the items quoted above meet all the Technical specifications as per Annexure I of the RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 and prices quoted are all in compliance with the terms indicated in clause 1.10 of the RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018. We also confirm that we agree to all the terms and conditions mentioned in this RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018.

Authorised Signatory:

Name and Designation:

Office Seal with date



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

ANNEXURE IV

LETTER OF AUTHORISATION / (MAF) FROM ORIGINAL EQUIPMENT MANUFACTURER (OEM)

We OEM of the Hardware/Solution hereby authorize M/s. _____ (name of the Company with address) to quote prices for the following components of the hardware etc. invited vide its RFP No. RFP/ITD/010/18-19 dated 09.11.2018.

(Tick whichever is appropriate and strike out others)

MAKE AND MODEL:

We (Name of the OEM) also confirm the following:

- a) Technical specification of the Solution / equipment quoted by the bidder meets the Specifications stipulated in the above-cited RFP.
- b) In the event of bidder, not providing services or services provided by the bidder is not adequate, and then the same shall be provided to the Bank at the same terms and conditions of the RFP directly or through other partners / authorized resellers equivalent to the bidder.
- c) Spares/ Technical Support for the Solution / equipment quoted by the bidder will be available for at least 7 years from the date of delivery of the Solution / equipment.

Authorized Signatory

Name and Designation

Office Seal

Place:



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

ANNEXURE - V

LETTER OF UNDERTAKING

**The Assistant General Manager
Information Technology Department
Indian Overseas Bank
Central Office
763 Anna Salai
Chennai- 600 002**

Dear Sir,

1. We hereby confirm that we agree to all the RFP terms and conditions of the RFP/ITD/010/18-19 dated 09.11.2018, its Annexes, amendments made to the RFP without any pre-conditions. Any presumptions, assumptions, deviations given or attached as part of technical document (technical bid) be treated as null and void.
2. We confirm that the undersigned is authorized to sign on behalf of the company and the necessary support document delegating this authority is enclosed to this letter.
3. We also agree that you are not bound to accept the lowest or any bid received and you may reject all or any bid without assigning any reason or giving any explanation whatsoever.

Dated at _____ this _____ day of _____ 2018.

Yours faithfully,

For _____

Signature: _____

Name: _____

Authorized Signatory

Place:

Date:

Name and Designation

Office Seal



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

Annexure VI
SELF DECLARATION – BLACKLISTING

**The Assistant General Manager
Information Technology Department
Indian Overseas Bank
Central Office
763 Anna Salai
Chennai- 600 002**

Dear Sir,

We hereby certify that; we have not been blacklisted in any Central Government / PSU / Banking / Insurance company in India as on date of the RFP for a similar project.

Authorized Signatory
Place:
Date:

Name and Designation

Office Seal



ANNEXURE VII

BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

To
.....
.....

WHEREAS _____ (Name of Tenderer) (hereinafter called "the Tenderer" has submitted its tender dated _____ (Date) for the execution of (Name of Contract) _____ (hereinafter called "the Tender") in favour of _____ hereinafter called the "Employer"; KNOW ALL MEN by these presents that we, _____ (name of the issuing Bank), a body corporate constituted under the _____ having its Head Office at _____ amongst others a branch/office at _____ (hereinafter called "the Bank"(*)) are bound unto the employer _____ for the sum of Rs _____ (Rupees _____ only) for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents; THE CONDITIONS of this obligation are:

(a) If the Tenderer withdraws its Tender during the period of Tender validity specified in the Tender; or

(b) If the Tenderer having been notified of the acceptance of his Tender by the Employer during the period of Tender validity;

(i) fails or refuses to execute the Agreement, if required; or

(ii) fails or refuses to furnish the performance security, in accordance with clause _____ of conditions of Contract.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or both of the above mentioned two conditions, specifying the occurred condition or conditions.

Notwithstanding anything to the contrary contained herein:

i) Our liability under this Bank guarantee shall not exceed

Rs _____ (Rupees _____ only) and

ii) This Bank guarantee shall be valid up to and



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

till.....only, being the date of expiry of the Guarantee and

iii) We are liable to pay up to the Guaranteed amount only and only if we receive from you a written claim or demand within the claim period not later than 12 months from the said expiry date relating to default that happened during the Guarantee period and all your rights under this Bank Guarantee shall be extinguished and our liability under the Bank Guarantee shall stand discharged unless such written claim or demand is received by us from you on or before.....(**) being the date of expiry of the claim period"

For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising there from the courts of Chennai city where the Bank has its Central Office shall alone have jurisdiction to the exclusion of all other courts.

IN WITNESS WHEREOF the Guarantor has caused these presents to be executed on the day, month and year first herein above written as hereinafter appearing.

SIGNED AND DELIVERED BY

the within named Guarantor,

by the hand of Shri. _____,

its authorised official.

(*) To be suitably altered depending on the nature of constitution of the bank that issues the guarantee.

(**) There shall be a claim period of 12(twelve) months from the date of expiry of the guarantee.



ANNEXURE – VIII
PROFORMA OF BANK GUARANTEE (DELIVERY & IMPLEMENTATION)

THIS GUARANTEE AGREEMENT executed at _____ this ____ day of _____ Two Thousand Seventeen

BY:

_____ Bank, (*), a body corporate constituted under Banking Companies Acquisition and Transfer of Undertakings Act, 1970 having its Registered Office / Head Office at _____, and a Branch Office at _____ (hereinafter referred to as "the **Guarantor**", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns)

IN FAVOUR OF:

Indian Overseas Bank, a body corporate constituted under Banking Companies Acquisition and Transfer of Undertakings Act, 1970, having its Central Office at 763 Anna Salai, Chennai 600 002 (hereinafter referred to as "the **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)

ON BEHALF OF:

M/s. _____, a company within the meaning of the Companies Act, 1956 (I of 1956) and having its Registered Office at _____ (hereinafter referred to as "the **Vendor**", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns)

1. WHEREAS the Bank on _____, has entered into a contract with the vendor for supply of Network Access Control Solution (hereinafter collectively called "Solution") and installation at its Regional Offices, Branches and other offices located across the Country.



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

2. AND WEHREAS pursuant to the Bid Documents, Purchase Order dated _____ and other related documents (hereinafter collectively referred to as "the **said documents**"), the Bank has agreed to purchase from M/s. _____ the said Solution, more particularly described in the said documents, and the vendor has agreed to supply the said Solution to the Bank, subject to payment of price as stated in the said documents and also subject to the terms and conditions, covenants, provisions and stipulations contained in the said documents.
3. AND WHEREAS pursuant to the above arrangement, the Bank has placed a purchase Order with the said vendors and the vendors has duly confirmed the same.
4. AND WHEREAS in terms of the said documents, the vendor has agreed to deliver the said Solution within the schedules stipulated in the RFP document and to provide an unconditional irrevocable performance Bank Guarantee in favor of the Bank from a Scheduled Commercial Bank other than Indian Overseas Bank acceptable to the Bank for securing the Bank towards faithful observance and performance by the vendor of the terms, conditions, covenants, stipulations, provisions of the Contract / the said documents.
5. AND WHEREAS at the request of the vendor, the Guarantor has agreed to guarantee the Bank, payment of Rs. _____ (Rupees _____) only, towards faithful observance and performance by the vendor of the terms of the contract.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

In consideration of the premises, the Guarantor hereby unconditionally, absolutely and irrevocably guarantees the Bank as follows:



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

6. The Guarantor hereby guarantees and undertakes to pay, on demand, to the Bank at its office at Chennai forthwith, the sum of Rs. _____ or any part thereof, as the case may be, as aforesaid due to the Bank from the vendor, towards any loss, costs, damages etc., suffered by the Bank on account of default of the vendor in the observance and performance of the said delivery obligations and other terms, conditions, covenants, stipulations, provisions of the contract, without any demur, reservation, contest, recourse or protest or without any reference to the vendor. Any such demand or claim made by the Bank, on the Guarantor shall be final, conclusive and binding, notwithstanding any difference or any dispute between the Bank and the vendor or any dispute between the Bank and the vendor pending before any Court, Tribunal, Arbitrator, or any other authority.
- a. The Guarantor agrees and undertakes not to revoke this Guarantee during the currency of these presents, without the previous written consent of the Bank and further agrees that the Guarantee herein contained shall continue to be enforceable until and unless it is discharged earlier by the Bank, in writing.
 - b. The Bank shall be the sole judge to decide whether the vendor has failed to perform the terms of the contract for supplying the Solution, and on account of the said failure what amount has become payable by the vendor to the Bank under this Guarantee. The decision of the Bank in this behalf shall be final, conclusive and binding on the Guarantor and the Guarantor shall not be entitled to demand the Bank to establish its claim under this Guarantee but shall pay the sums demanded without any objection, whatsoever.
 - c. To give effect to this Guarantee, the Bank, may act as though the Guarantor was the principal debtor to the Bank.
 - d. The liability of the Guarantor, under this Guarantee, shall not be affected by



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

- i) any change in the constitution or winding up of the vendor or insolvency or any absorption, merger or amalgamation of the vendor with any other company, corporation or concern; or
- ii) any change in the management of the vendor or takeover of the management of the vendor by the Government or by any other authority; or
- iii) acquisition or nationalization of the vendor and/or of any of its undertaking(s) pursuant to any law; or
- iv) any change in the constitution of the Bank / vendor; or
- v) any change in the set up of the Guarantor which may be by way of change in the constitution, winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise; or
- vi) the absence or deficiency of powers on the part of the Guarantor to give Guarantee(s) and/or Indemnities or any irregularity in the exercise of such powers.

5. Notwithstanding anything to the contrary contained herein:

Our liability under this Bank guarantee shall not exceed

Rs_____ (Rupees _____ only) and

This Bank guarantee shall be valid up to and

till.....only, being the date of expiry of the Guarantee and

We are liable to pay up to the Guaranteed amount only and only if we receive from you a written claim or demand within the claim period not later than 12 months from the said expiry date relating to default that happened during the Guarantee period and all your rights under this Bank Guarantee shall be extinguished and our liability under the Bank Guarantee shall stand discharged unless such written claim or demand is received by us from you on or before.....(**) being the date of expiry of the claim period"



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising there from the courts of Chennai city where the Bank has its Central Office shall alone have jurisdiction to the exclusion of all other courts.

IN WITNESS WHEREOF the Guarantor has caused these presents to be executed on the day, month and year first herein above written as hereinafter appearing.

SIGNED AND DELIVERED BY
the within named Guarantor,

by the hand of Shri. _____,
its authorised official.

(*) To be suitably altered depending on the nature of constitution of the bank that issues the guarantee.

(**) There shall be a claim period of 12(twelve) months from the date of expiry of the guarantee.



ANNEXURE – IX
PROFORMA OF BANK GUARANTEE (PERFORMANCE)

THIS GUARANTEE AGREEMENT executed at _____ this _____ day of _____ Two Thousand Seventeen

BY:

_____ Bank, (*) **a body corporate constituted under Banking Companies Acquisition and Transfer of Undertakings) Act, 1970**, having its Registered Office/ Head Office at _____, and a Branch Office at _____ (hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns)

IN FAVOUR OF:

Indian Overseas Bank, a body corporate constituted under Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its Central Office at 763, Anna Salai, Chennai 600 002 (hereinafter referred to as "**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),

A) WHEREAS the Bank, on _____ has concluded a Contract with _____ a company within the meaning of the Companies Act, 1956 (1 of 1956) and having its registered office at _____ for supply, installation of solution at its Branches / Regional Offices and other offices located across the country and to carry out activities as stipulated in clause of the RFP (hereinafter collectively called ".....")

1. **AND WHEREAS** pursuant to the Bid Documents, purchase order, and the other related documents (hereinafter collectively referred to as "the said documents"), the Bank has agreed to purchase from M/s.....who has agreed to provide to the Bankthe said, more particularly described in the said documents, subject to payment of the price as stated in the said documents and also subject to the terms, conditions, covenants, provisions and stipulations contained in the said documents.



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

2. **AND WHEREAS** pursuant to the above arrangement, the Bank, has concluded a Contract, with M/s. on (Hereinafter referred to as "the Vendor" which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns), subject to the terms and conditions contained in the said documents and the vendor has duly confirmed the same.

3. **AND WHEREAS** in terms of the Contract stated in the said documents, the vendor has agreed to warrant comprehensive maintenance of the entire..... including the System, software, components and accessories supplied and to provide an unconditional and irrevocable performance bank guarantee, in favour of the Bank, from a Scheduled Commercial Bank other than Indian Overseas Bank acceptable to the Bank for securing the Bank towards faithful observance and performance by the vendor of the terms, conditions, covenants, stipulations, provisions of the Contract/the said documents.

4. **AND WHEREAS** at the request of the Vendor, the Guarantor has agreed to guarantee the Bank, payment of Rs. _____ (Rupees _____ only) towards faithful observance and performance by the Vendor of the terms of the Contract.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

In consideration of the premises, the Guarantor hereby unconditionally, absolutely and irrevocably guarantees the Bank as follows:

5. The Guarantor hereby guarantees and undertakes to pay, on demand, to the Bank at its office at Chennai forthwith, an amount of Rs as aforesaid due to the Bank from the Vendor, towards any loss, costs, damages, etc. suffered by the Bank on account of default of the **Vendor** in providing comprehensive maintenance as per the warranty, AMC and contractual terms and in the observance and performance of other terms, conditions, covenants, stipulations, provisions of the Contract, without any demur, reservation, contest, recourse or protest or without any reference to the **Vendor**. Any such demand or claim made by the Bank, on the Guarantor shall be final, conclusive and binding notwithstanding any difference or any dispute between the Bank and the **Vendor** or any dispute between the Bank and the **Vendor** pending before any Court, Tribunal, Arbitrator, or any other authority.



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

1. The Guarantor agrees and undertakes not to revoke this Guarantee during the currency of these presents, without the previous written consent of the Bank and further agrees that the Guarantee herein contained shall continue to be enforceable until and unless it is discharged earlier by the Bank, in writing.
2. The Bank shall be the sole judge to decide whether the **Vendor** has failed to perform the terms of the Contract in providing comprehensive maintenance as per the warranty, AMC and contractual terms by the Vendor to the Bank, and on account of the said failure what amount has become payable by the **Vendor** to the Bank under this Guarantee. The decision of the Bank in this behalf shall be final, conclusive and binding on the Guarantor and the Guarantor shall not be entitled to demand the Bank to establish its claim under this Guarantee but shall pay the sums demanded without any objection, whatsoever.
3. To give effect to this Guarantee, the Bank, may act as though the Guarantor was the principal debtor to the Bank
4. The liability of the Guarantor, under this Guarantee shall not be affected by
 - i) any change in the constitution or winding up of the Vendor or any absorption, merger or amalgamation of the **Vendor** with any other company, corporation or concern; or
 - ii) any change in the management of the **Vendor** or takeover of the management of the **Vendor** by the Government or by any other authority; or
 - iii) acquisition or nationalisation of the **Vendor** and/or of any of its undertaking(s) pursuant to any law; or
 - iv) any change in the constitution of the Bank / **Vendor**; or
 - v) any change in the setup of the Guarantor which may be by way of change in the constitution, winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise; or
 - vi) The absence or deficiency of powers on the part of the Guarantor to give Guarantees and/or Indemnities or any irregularity in the exercise of such powers.
6. Notwithstanding anything to the contrary contained herein:



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

-
- i) Our liability under this Bank guarantee shall not exceed Rs_____ (Rupees _____ only) and
- ii) This Bank guarantee shall be valid up to and till.....only, being the date of expiry of the Guarantee and
- iii) We are liable to pay up to the Guaranteed amount only and only if we receive from you a written claim or demand within the claim period not later than 12 months from the said expiry date relating to default that happened during the Guarantee period and all your rights under this Bank Guarantee shall be extinguished and our liability under the Bank Guarantee shall stand discharged unless such written claim or demand is received by us from you on or before.....(**) being the date of expiry of the claim period"

7. For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising there from the **courts of Chennai city** where the Bank has its Central Office shall alone have jurisdiction to the exclusion of all other courts.

IN WITNESS WHEREOF the Guarantor has caused these presents to be executed on the day, month and year first herein above written as hereinafter appearing.

SIGNED AND DELIVERED BY
the within named Guarantor,

by the hand of Shri._____,
its authorised official.

(*) To be suitably altered depending on the nature of constitution of the bank that issues the guarantee.

(**) There shall be a claim period of 12(twelve) months from the date of expiry of the guarantee.



ANNEXURE X

FORMAT FOR NON-DISCLOSURE AGREEMENT

THIS AGREEMENT made and entered into at Chennai on this the.... day of.....2018 between **Indian Overseas Bank**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Central Office at No.763, Anna Salai, Chennai, hereinafter called the "**BANK**" which term shall wherever the context so require includes its successors and assigns

AND

.....a company incorporated under the Companies Act 1956 with its registered office at and its local office at hereinafter called the "**COMPANY**" which term shall wherever the context so require includes its successors and assigns, **WITNESSETH:**

WHEREAS

The Bank is interalia engaged in the business of banking and in the course of such business activity intend to implement ATM Security Solution at its Organization.

The Bank has short-listed the Company after completion of single enquiry process for procurement of "ATM Security Solution" in its office. The details of such activities are as per Purchase Order issued by the Bank, duly accepted by the Company.

The parties intend to engage in discussions and negotiations concerning establishment of business relationship between themselves. In the course of discussions and negotiations, it is anticipated that the parties may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information for the purpose of business relationship.

NOW THEREFORE THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

1. Confidential information-

Confidential information means all information disclosed/furnished by either party to another party in connection with the business transacted/ to be transacted between the parties. Confidential information shall include any copy, abstract, extract, sample, note or module thereof and electronic material or records **of Bank or Bank's customer.**



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

The Company may use the information solely for and in connection with the purpose the information was conveyed.

2. Use of Confidential Information.

- i. Each party agrees not to use the other's confidential information for any purpose other than for the specific purpose. Any other use of such confidential information by any party shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement between the Parties hereto.
- ii. The Company shall not commercially use or disclose for commercial purpose any confidential information or any materials derived there from, to any other person or entity other than persons in its direct employment who have a need to access and knowledge of the said information, solely for the purpose authorized above.
- iii. The Company shall not make news release, public announcements, give interviews, issue or publish advertisements or 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.

3. Exemptions

The obligations imposed upon either party herein shall not apply to information, technical data or know how whether or not designated as confidential, that:

- i. Is already known to the receiving party (i.e. the party receiving the information) at the time of the disclosure without an obligation of confidentiality
- ii. Is or becomes publicly known through no unauthorized act of the receiving party
- iii. Is rightfully received from a third party without restriction and without breach of this agreement
- iv. Is independently developed by the Receiving party without use of the other party's Confidential information and is so documented



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

- v. Is disclosed without similar restrictions to a third party by the Party owning the confidential information
- vi. Is approved for release by written authorization of the disclosing party; or
- vii. Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that the Receiving party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the confidential information and / or documents so disclosed be used only for the purposes for which the order was issued.

4. Term

This agreement shall be effective from the date of the execution of this agreement and shall continue till expiration or termination of this agreement due to cessation of the business relationship between the parties. Upon expiration or termination as contemplated herein the Receiving party shall immediately cease any or all disclosures or uses of confidential information and at the request of the disclosing party, the receiving party shall promptly return or destroy all written, graphic or other tangible forms of the confidential information and all copies, abstracts, extracts, samples, note or modules thereof

The obligation under NDA shall survive the expiration/termination of the original contract referred and the obligations contained herein shall continue indefinitely as long as the underlying information remains confidential. The obligations of the Company respecting disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain.

5. Title and Proprietary rights

Notwithstanding the disclosure of any confidential information by the Company, the bank shall retain title and all intellectual property and proprietary rights in the confidential information. No license under any trademark, patent or copyright or application for the same, which exist or thereafter may be obtained by the Bank is either granted or implied by the conveying of confidential information.

6. Return of confidential information:

Upon written demand of the Bank, the firm shall (i) cease using the confidential information (ii) return the confidential information and all copies, abstracts,



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

extracts, samples, note or modules thereof to the disclosing party within seven (7) days after receipt of notice and (iii) upon request of the disclosing party, certify in writing that the firm has complied with the obligations set forth in this paragraph.

Notwithstanding anything contained in this Agreement, the Company may retain sufficient documentation to support any opinion/ advice that it may provide. Such documentation shall continue to be governed by the terms and conditions of this Agreement.

7. Remedies:

The firm acknowledges that if it fails to comply with any of its obligations hereunder, the Bank may suffer immediate, irreparable harm for which monetary damages may not be adequate. The firm agrees that, in addition to all other remedies provided at law or in equity, the Bank shall be entitled to injunctive relief hereunder.

8. Entire Agreement:

This agreement constitutes the entire agreement between the parties relating to the matter discussed herein and supersedes any and all prior oral discussion 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 rights, benefits and obligations granted hereunder shall be assignable or otherwise transferable.

9. Indemnity:

The Company agrees to keep confidential all information concerning the Bank that could be considered as "Confidential Information".

The Company agrees that in the event of the breach of the clause above by disclosure of confidential information mentioned hereinabove the Company would indemnify and keep the Bank indemnified against all losses or damages and all action, suit, litigations or proceedings (including all costs, charges, expenses relating thereto) that the Bank may incur or suffer any damage to its property or reputation or otherwise howsoever as part of the assignment or other related jobs entrusted and done by the Company. The firm agrees that the amount of compensation as decided by the Bank will be final.



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

The Company agrees that the above compensation payable is in addition to any other right or remedy available to the Bank due to the breach of the covenants contained in this agreement including disclosure of confidential information.

10. Severability:

If any provision herein becomes invalid, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions and this agreement shall not be affected or impaired.

11. Dispute Resolution Mechanism:

In the event of any controversy or dispute regarding the interpretation of any part of this agreement or any matter connected with, arising out of, or incidental to the arrangement incorporated in this agreement, the matter shall be referred to arbitration and the award passed in such arbitration shall be binding on the parties. The arbitral proceeding shall be governed by the provisions of Arbitration and Reconciliation Act 1996 and the place of arbitration shall be Chennai.

12. Jurisdiction

The parties to this agreement shall submit to the jurisdiction of courts in Chennai.

13. Governing laws

The provisions of this agreement shall be governed by the laws of India.

In witness whereof the parties hereto have set their hands through their authorized signatories

BANK
(Authorized Signatory)

COMPANY
(Authorized Signatory)



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

Annexure XI

Ref:
Dated:

To,
Indian Overseas Bank

Sub: Submission of Offer for Tender ref: RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

Dear Sir

The Bidder acknowledges that Indian Overseas Bank stands committed to following the principles of transparency, equity and competitiveness in public procurement` as enumerated in the integrity Agreement enclosed with the tender document.

The Bidder agrees that the Notice Inviting Tender is an invitation to offer made on the condition that the bidder will sign the enclosed Integrity Agreement, which is an integral part of the tender documents, failing which the Bidder will stand disqualified from the tendering process. The Bidder acknowledges that the bid would be kept open in its original form without variation or modification for a period of 180 days and the making of the bid shall be regarded as an unconditional and absolute acceptance of this condition of the NIT/RFP.

Bidder confirms acceptance and compliance with the Integrity Agreement in letter and spirit and further agrees that execution of the said Integrity Agreement shall be separate and distinct from the main contract which will come into existence when bid is finally accepted by Indian Overseas Bank. The bidder acknowledges that the mere signing of Integrity pact between the Bidder and the Buyer does not in any way guarantee award of Contract to the Bidder. The bidder acknowledges and accepts the duration of the Integrity Agreement, which shall be in line with Article 8 of the enclosed Integrity Agreement.

Bidder acknowledges that in the event of the Bidder's failure to sign and accept the Integrity Agreement, while submitting the Bid, Indian Overseas bank shall have unqualified, absolute and unfettered right to disqualify the Bidder and reject the Bid in accordance with the terms and conditions of the tender.

Yours faithfully,
(Duly Authorized Signatory of the Bidder)



**ANNEXURE XII
PRE CONTRACT INTEGRITY PACT**

Preamble

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on this the day of _____ (month) 2017, between, on one hand, Indian Overseas Bank acting through Shri N Sekar, Chief Manager of Indian Overseas Bank, a nationalized Bank and an undertaking of the Government of India constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the First Part and M/s _____, a Company incorporated under the Companies Act, or a Partnership Firm registered under the Indian Partnership Act, 1932 or the Limited Liability Partnership Act, 2008 represented by Shri. _____, Chief Executive Officer/ all the Partners including the Managing Partner (hereinafter called the " BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment / Services) and the BIDDER/Seller is desirous of offering / has offered the stores/Equipment / Services and

WHEREAS the BIDDER is a private company/public company / Government undertaking / partnership / LLP / registered export agency and is the original manufacturer / Integrator / authorized / Government sponsored export entity of the stores / equipment / item or Service Provider in respect of services constituted in accordance with the relevant law in the matter and the buyer is a Nationalized Bank and a Government Undertaking as such.

WHEREAS the BUYER has floated a tender (Tender No.: _____) hereinafter referred to as "Tender / RFP" and intends to award, under laid down organizational procedures, contract/s purchase order / work order for (name of contract/order) or items covered under the tender hereinafter referred to as the "Contract".

AND WHEREAS the BUYER values full compliance with all relevant laws of the land, rules, bye-laws, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS, in order to achieve these goals, the BUYER has appointed Independent External Monitors (IeM), to monitor the tender process and the -execution of the Contract for compliance with the Principles as laid down in this Agreement.

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Pact or "Pact", the terms and conditions of which shall also be read as Integral part and parcel of the Tender documents and Contract between the parties.



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

NOW, THEREFORE in, consideration of mutual covenants contained in this Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings, the parties hereby agree as follows and this Pact witnesseth as under:

The contract is to be entered into with a view to:-

Enabling the BUYER to procure the desired said stores/equipment/item/Services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

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

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

Article 1: Commitments of the BUYER

1.1 The BUYER undertakes that no official/ employee of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party whether or not related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

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

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted breach(es) or breaches *per se* of the above commitments as well as any substantial suspicion of such a breach.

1.4. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is *prima facie* found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.

Article 2: Commitments of BIDDERS

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

2.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement of any kind to any official(s)/employee/persons related to such Official(s) / employees of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

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

2.3 The BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

2.4 The BIDDER shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

2.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer / Integrator / authorized / government sponsored export entity of the stores/equipment/item/Services and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

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



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

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

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

2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care to avoid unauthorized disclosure of such information.

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

2.11 The BIDDER undertakes not to instigate directly or indirectly any third person to commit any of the actions mentioned above.

2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956 and as may be prescribed under the Companies Act 2013 and the relevant Rules

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

Article 3 - Equal Treatment of all Bidders/Contractors/Subcontractors

3. Bidder(s) /Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the Principles laid down in this agreement/Pact by any of its Sub-contractors/sub-vendors.

3.1 The BUYER will enter into Pacts on identical terms as this one with all Bidders and Contractors.

3.2 The BUYER will disqualify those Bidders from the Tender process, who do not submit, the duly signed Pact, between the BUYER and the bidder, along with the Tender or violate its provisions at any stage of the Tender process.

Article 4: Previous Transgression



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other Company/ PSU/ Nationalized Bank in any country in respect of any corrupt practices envisaged hereunder or with any Nationalized Bank/ Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

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

4.3 The imposition and duration of the exclusion of the BIDDER will be determined by the BUYER based on the severity of transgression.

4.4 The Bidder/Contractor acknowledges and undertakes to respect and uphold the BUYER's absolute right to resort to and impose such exclusion.

4.5 Apart from the above, the BUYER may take action for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the BUYER.

4.6 If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has implemented a suitable corruption prevention system, the BUYER may, at its own discretion, as per laid down organizational procedures, revoke the exclusion prematurely.

Article 5: Criminal Liability

If the BUYER acquires knowledge of conduct of a Bidder/Contractor, or of an employee or a representative or an associate of a Bidder/Contractor which constitutes corruption within the meaning of Prevention of Corruption Act, or if the BUYER has substantive suspicion in this regard, the BUYER will inform the same to the Chief Vigilance Officer.

Article 6: Earnest Money (Security Deposit)

6.1 While submitting commercial bid, the BIDDER shall deposit an amount (to be specified in NIT / RFP) as Earnest Money/security deposit. with the BUYER through any of the following instruments:

- (i) Bank Draft or a Pay Order in favour of
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reason whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for payment.
- (iii) Any other mode or through any other instrument [to be specified in the RFP].



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

6.2 The Earnest Money/Security Deposit shall be valid upto the complete conclusion of the contractual obligations for the complete satisfaction of both the BIDDER and the BUYER or upto the warranty period, whichever is later.

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

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

Article 7: Sanction for Violations

7.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf [whether with or without the knowledge of the BIDDER] shall entitle the BUYER to take all or anyone of the following actions, wherever required;-

- i. To immediately call off the pre-contract negotiations/ proceedings with such Bidder without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER[s] would continue.
- ii. The Earnest Money Deposit [in pre-contract stage] and/or Security Deposit/Performance Bond [after the contract is signed] shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason there for.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv. To encash the advance bank guarantee and performance guarantee/ bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER along with interest.
- v. To cancel all or any other Contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money[s] due to the BIDDER.
- vi. To debar the BIDDER from participating in future bidding processes of the Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- vii. To recover all sums paid in violation of this Pact by BIDDER[s] to any middleman or agent or broker with a view to securing the contract.
- viii. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

7.2 The BUYER will be entitled to take all or any of the actions mentioned at paragraph 7.1 [i] to [x] of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf [whether with or without knowledge of the BIDDER], of an offence as defined in Chapter IX of Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 as amended from time to time or any other statute enacted for prevention of corruption.

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

Article 8: Independent External Monitors

8.1 The BUYER has appointed Independent External Monitors [hereinafter referred to as Monitors] for this Pact in consultation with the Central Vigilance Commission. They are,

1. Prof. S. Sadagopan,
Director, IIT, Bangalore,
26/C, Electronics City,
Hosur Road,
Bangalore 560100
Email: s.sadagopan@gmail.com

2. Shri. K. Srinivasan,
Director General (Retd.), CPWD,
C-2, Block 1, Mayfair Apartments,
2A, LIC Colony Road, Velachery,
Chennai 600 042
Email: ksrini00@yahoo.co.in

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligation under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the document relating to the project/procurement, including minutes of meetings. The same is applicable to Subcontractors of the Bidder. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s) /Subcontractor(s) with confidentiality.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER and request the Management to discontinue or



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

take corrective action, or to take other relevant action. The Monitor can in this regard submit non - binding recommendations.

8.6 The BIDDER accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his, project documentation. The same is applicable to Subcontractors also which the BIDDER shall note.

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8.9 If the Monitor has reported to The designated Authority of BUYER, a substantiated suspicion of an offence under Indian Penal Code/Prevention of Corruption Act as the case may be, and the designated Authority of BUYER has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

8.10 The word '**Monitor**' would include both singular and plural.

Article 9: Facilitation of Investigation

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

Article 10: Law and Place of Jurisdiction

This Pact is subject to Indian Laws. The place of performance and jurisdiction is as notified by the BUYER.

Article 11: Other Legal Actions

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



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

Article 12: Validity

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

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

Article 13: Code of Conduct

Bidders are also advised to have a Code of Conduct clearly rejecting the use of bribes and other unethical behavior and a compliance program for the implementation of the code of conduct throughout the company.

Article 14: Examination of Books of Accounts

In case of any allegation of violation of any provisions of this Integrity Pact or Payment of commission, the Buyer or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

Article 15: Legal and Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and no alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Pact will have precedence over the Tender/Contract documents with regard to any of the provisions covered under this Pact.

Article 16: Other Provisions

This Pact is subject to Indian laws. The place of performance and jurisdiction is the Head Office/Head Quarters of the Division of the BUYER or as otherwise notified by the BUYER, who has floated the Tender.

16.1 Changes and supplements, if any, need to be necessarily made in writing and signed by the duly authorized representatives of the Bidder and the Buyer. It is clarified that there are no parallel/ Side agreements in this regard and that the present Agreement forms the full and complete agreement as regards the subject matter contained herein.

16.2 If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board resolution.



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

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

16.4 Any dispute or difference arising between the parties with regard to the terms of this Agreement/Pact, any action taken by the BUYER in accordance with this Agreement/Pact or interpretation thereof shall not be subject to arbitration.

The parties hereby sign this Integrity pact aton

BUYER
Name of the Officer
Designation
Indian Overseas Bank

BIDDER
CHIEF EXECUTIVE OFFICER

Witness
1.
2.

Witness
1.
2.



Annexure XIII

SERVICE LEVEL AGREEMENT (FORMAT)

This **Service Level Agreement (“Agreement”)** is executed at Chennai on between **Indian Overseas Bank**, a body corporate constituted under the provisions of The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its registered office at Central Office, 763 Anna Salai, Chennai – 600 002, hereinafter referred to as "**Bank**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the FIRST Part.

AND

....., (**Name of the company**) a Public/ Private (strike out whichever is not applicable) limited company incorporated under the Companies Act, 1956 and having its registered office at hereinafter referred to as "**Vendor**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the SECOND Part.

WHEREAS:

the Bank desires to engage the services of Vendor as Service provider for as stated in the scope of RFP/ITD/..... dated (Details as given in the Schedule A) and issued a Purchase Order (PO) No.ITD/..... dated This Agreement is valid as per the terms mentioned in PO & the subsequent renewals thereof as agreed by both the parties

and

Vendor has agreed to provide the services described in the PO and in this agreement on the terms and conditions set forth in RFP/ PO/ hereunder.

NOW, THEREFORE, the Parties agree as follows:

1. Definitions and Construction.

1.1. **Definitions.** The following defined terms used in this Agreement shall have the meanings specified below:

1.1.1. **“Party”** or **“Parties”** shall mean either Bank or the vendor or both, as the case may be.

1.1.2. **“Effective Date”** means the date of acceptance of Purchase order.



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

- 1.1.3. **“Confidential Information”** of the Parties shall mean all information and documentation of each Party, respectively, whether disclosed to or accessed by the other in connection with this Agreement, including (A) with respect to Bank, (i) all Bank Data, Bank Intellectual Property and all other information of Bank or its providers, customers (including their employees and job applicants), suppliers, contractors and other third parties doing business with Bank, and (ii) any information developed by reference to or use of Bank's Confidential Information, (B) with respect to Bank and the vendor, the terms of this Agreement; provided, however, that except to the extent otherwise provided by Law, the term “Confidential Information” shall not include information that (i) is independently developed by the recipient, as demonstrated by the recipient's written or electronic records, without violating the disclosing Party's proprietary rights, (ii) is or becomes publicly known (other than through unauthorized disclosure), (iii) is disclosed by the owner of such information to a third party free of any obligation of confidentiality, or (iv) is already known by the recipient at the time of disclosure, as demonstrated by the recipient's written records, and the recipient has no obligation of confidentiality other than pursuant to this Agreement, and (C) with respect to the vendor, any and all (i) vendor Intellectual Property and New Intellectual Property, (ii) information or documentation relating to vendor's business, business relationships, financial affairs, including financial reports, work plans, and structures, (iii) all other information of vendor or its partners, customers (including their employees), suppliers, contractors and other third parties doing business with the vendor, and (iv) any information developed by reference to or use of vendor's Confidential Information.
- 1.1.4. **“Intellectual Property”** shall mean any patent, copyright, trademark or trade secret applicable to (a) processes, specifications, methodologies, procedures, and trade secrets, (b) software, tools and machine-readable texts and files, (c) literary work or other work of authorship, including documentation, reports, drawings, charts, graphics and other written documentation, and (d) proprietary trade names, brands, logos or slogans.
- 1.1.5. **“Losses”** shall mean any and all damages, fines, penalties, deficiencies, losses, liabilities (including settlements and judgments) and expenses (including interest, court costs, reasonable fees and expenses of attorneys, accountants and other experts or other reasonable fees and expenses of litigation or other proceedings or of any claim, default, or assessment).
- 1.1.6. **“Services”** shall mean, collectively, the services being provided by the vendor pursuant to this Agreement, and, during the Termination Assistance Period, the Termination Assistance Services.

2. Services.

Commencing on the Effective Date and continuing throughout the Term, Vendor shall be responsible for providing to Bank: (a) the Services in accordance with the terms of this Agreement and as described in Schedule A, and (b) any incidental services,



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

functions and responsibilities not specifically described in this Agreement, but which are required for the performance and delivery of the Services in accordance with the terms of this agreement.

3. Operational Capabilities and Implementation.

- 3.1. Vendor shall provide such personnel and such Vendor Systems necessary to provide the Services described in Schedule A.
- 3.2. The provision of Services to the Bank and the timelines shall be in accordance with the Scope of Services set forth in Schedule A.

4. Management and Control.

Vendor shall be responsible for the successful completion of Services and Vendor Customer relationship Manager shall be the single point of contact for all communications and support in this regard. Vendor shall be subject to the Change Control Procedures, which shall provide, at a minimum, that:

With respect to all changes, Vendor shall (a) schedule Changes so as not to unreasonably interrupt Bank's business operations, and (b) prepare and deliver to Bank a notice and schedule for any planned Changes prior to the implementation.

Vendor shall update the Change Control Procedures as necessary and shall provide such updated Change Control Procedures to Bank for its approval and the same will be confirmed to Vendor by the Chief Operating officer.

5. Consents.

Vendor shall obtain, maintain and keep current, at Vendor's expense, all Consents and Governmental Approvals. Upon Vendor's request, Bank shall use its reasonable best efforts to cooperate with and assist Vendor in obtaining any such Governmental Approvals, to the extent reasonably possible.

6. Audits Rights.

Upon notice from Bank, Vendor shall provide records for inspection and assist Bank, or its designated third party contractor, and/ or Reserve Bank of India and/ or its auditors, if required and advised by the Bank to Vendor, with access to and any assistance (including financial records, reports and supporting documentation) that they may require with respect to the Service Locations and the Vendor Systems for the purpose of performing audits or inspections of the Services.



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

7. Bank's Trademarks:

Bank's trademarks, service marks and trade names are the property of Bank, and Vendor agrees that it shall not use any of Bank's trademarks, service marks or trade names without Bank's approval. Vendor agrees not to register any Bank trademarks, service marks or trade names without Bank's approval. Vendor shall not, without Bank's approval, remove or alter any trademark, service mark, trade name, copyright, or other proprietary notices, legends, symbols, or labels appearing on or in materials pertaining to the Services and related documentation delivered to Vendor by Bank.

8. Confidentiality.

The recipient Party (Vendor) shall hold all Confidential Information relating to or obtained from the disclosing Party ("Bank") in strict confidence. Any and all Confidential Information shall be treated with the same degree of care and protection as it would treat its own Confidential Information. Except as permitted by this Agreement, neither Party or its Agents shall disclose, publish, release, transfer or otherwise make available Confidential Information to any other in any form to, or for the use or benefit of, any person or entity without the disclosing Party's consent. Each of the Parties shall, however, be permitted to disclose relevant aspects of the Disclosing Party's Confidential Information to its officers, professional advisors, subcontractors and employees, to whom such disclosure is reasonably necessary for the performance of its duties and obligations under this Agreement. The obligation as to the confidentiality shall survive even after termination of this agreement.

9. Additional Covenants.

The Parties covenant and agree that during the Term and Termination Assistance Period:

- 1) The Parties shall comply with all Laws applicable to them and shall obtain all applicable permits and licenses required of them in connection with its obligations under this Agreement;
- 2) Neither party will implement or design unauthorized methods for gaining access to the Bank, Vendor Systems, or Confidential Information; and
- 3) In respect of development of Software, the Business logic for the software developed is the sole proprietary of the bank and the same shall not be shared without prior written consent of the Bank.

10. Insurance.

Without limiting Vendor's liability to Bank or third parties, Vendor will maintain will have and maintain such types and amounts of liability insurance as is normal and customary in the industry generally for parties similarly situated, and will upon request provide the



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

Bank with a copy of its policies of insurance in that regard, along with any amendments and revisions there to. The financial liability of Vendor during the tenure of the contract and its subsequent renewals under this or any terms of this agreement other than under insurance total shall not exceed the fee it receives under the agreement.

11. Indemnity:

The vendor, shall indemnify and keep the Bank saved, harmless and indemnified against any claim which may be made against the Bank or loss, which may be suffered by the bank on account of any negligence, fraud, theft, robbery, forgery or any wrongful action/ inaction or breach of this agreement by vendor or its agents or its employees on account of engaging the services from vendor.

12. Termination.

General Termination clause – To be taken from RFP in addition to the following.

If Vendor defaults in the performance of any of its obligations under this Agreement and does not cure such default within thirty (30) days of receipt (the “Default Cure Period”) of a notice of default (the “Default Notice”), then Bank may, by giving notice to Vendor, terminate this Agreement as of the termination date specified in the Default Notice.

The bank has the right to terminate the agreement with immediate effect if the vendor is blacklisted or in case any fraud, forgery, theft, robbery or any wrongful action/ inaction or breach of this agreement caused by vendor or its agents or its employees.

13. Termination Assistance.

- 13.1 Vendor shall, upon Bank's request, continue the performance of the Services during the Termination Assistance Period. The quality and level of performance during the Termination Assistance Period shall not be degraded. After the expiration of the Termination Assistance Period, Vendor shall (i) provide support to the extent of answering questions from Bank regarding the Services on an “as needed” basis and (ii) deliver to Bank any remaining Bank-owned reports and documentation still in Vendor's possession.
- 13.2 Each Party shall, upon the later of (i) the expiration or termination of this Agreement and (ii) the last day of the Termination Assistance Period (the “End Date”):
- (a) return, destroy or erase all Intellectual Property of the other Party; and
 - (b) return to the other Party all assets owned, licensed or leased by the other Party.

14. Resolution of Disputes:



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

In case of any disagreement or dispute between the Bank and the vendor, the dispute will be resolved in a manner as outlined hereunder.

The Bank and the Vendor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute between them on any matter connected with the contract or in regard to the interpretation of the context thereof. If, after thirty (30) days from the commencement of informal negotiations, the Bank and the Vendor have not been able to resolve amicably a contract dispute, such differences and disputes shall be referred, at the option of either party, to the arbitration of one single arbitrator to be mutually agreed upon and in the event of no consensus, the arbitration shall be done by three arbitrators, one to be nominated by the Bank, one to be nominated by the vendor and the third arbitrator shall be nominated by the two arbitrators nominated as above. Such submission to arbitration will be in accordance with the Arbitration and Conciliation Act 1996. Upon every or any such reference the cost of and incidental to the references and award shall be at the discretion of the arbitrator or arbitrators or Umpire appointed for the purpose, who may determine the amount thereof and shall direct by whom and to whom and in what manner the same shall be borne and paid.

Any dispute or difference whatsoever arising between the parties and of or relating to construction, operation or effect of this contract or the validity or the breach thereof, shall be settled by Arbitration in accordance with the Rules of Arbitration of the "SCOPE" and the award made in pursuance thereof shall be final and binding on the parties. Courts of Chennai city shall alone have jurisdiction to the exclusion of all other courts, in respect of all differences and disputes envisaged above.

15. Force Majeure:

No Party shall be liable to the other Party hereto for delays in performance of its obligations hereunder due to riot, act of God, war, fire, flood, invasion, earthquake, epidemics, interruption of transportation, embargo, explosion, strike, lockout or other labour troubles, actions of governmental authority, or any other causes similar to the foregoing which are beyond the reasonable control of such Party; the performance of obligations hereunder shall be suspended during, but no longer than, the existence of such cause. Performance of obligations is excused only for the time delay imposed by such causes and only to the extent that alternative means of performance are unavailable. If either Party is affected by Force Majeure it shall forthwith notify the other Party of its nature and extent.

16. Assignment:



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

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

17. Notices:

Except as otherwise specified in this Agreement, all notices, requests, consents, approvals, agreements, authorizations, acknowledgements, waivers and other communications required or permitted under this Agreement shall be in writing and shall be sent by e-mail, facsimile or delivered by hand or post.

18. Waivers:

No delay or omission by either Party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any Party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be signed by the Party waiving its rights.

19. Entire Agreement:

This Agreement and the Schedules to this Agreement represent the entire agreement between the Parties with respect to its subject matter, and there are no other representations, understandings or agreements between the Parties relative to such subject matter.

20. Amendments:

No amendment to, or change, waiver or discharge of, any provision of this Agreement shall be valid unless in writing and signed by an authorized representative of each of the Parties.

21. Governing Law and Jurisdiction:

This Agreement and the relationship between hereto shall be governed by the laws of India.

IN WITNESS WHEREOF, each of Bank and Vendor has caused this Agreement to be signed and delivered by its duly authorized representative on this ... day of (month) 2018 day of the year first written



RFP Ref No. RFP/ITD/010/18-19 dated 09.11.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ATM SECURITY SOLUTION FOR CASH DISPENSERS & CASH RECYCLERS

For Indian Overseas Bank Signature	For Vendor Signature
Name:	Name:
Title:	Title:
Date:	Date:

Schedule A

- 1. Scope of Services**
- 2. Period of Contract**
- 3. Technical Specifications**
- 4. SLA**
- 5. Delivery schedule**
- 6. Installation.**
- 7. Penalty**
- 8. Any other clause specified in the RFP**