

REQUEST FOR PROPOSAL



RFP for Supply, Installation and Maintenance of 9 Multi-Functional Machines & 7 Cash Dispensers Machines

طلب تقديم عروض لتوريد وتركيب وصيانة 9 آلات متعددة الوظائف و 7 أجهزة صرف نقدي

RFP Reference Number- BOB:UAE:TO:Digital:2025/16
Issued By: Bank of Baroda, Territory Office, Dubai
Date: 04.04.2025

[A] Key Information & Important Date

#	Particulars	Timeline
1	RFP Issuance Date	04.04.2025
2	RFP Co-ordinator & Authority to receive RFP Documents	Bhartendu Yadav, Chief Manager, Digital Functions, Territory Office, Bank of Baroda UAE
	Telephone	+971 43136608 / +971 549905071
	Email id	digital.uae@bankofbaroda.com
	Address for Proposal Submission	Bank of Baroda, Territory Office, P.O. Box 3162 Umm Hurair Building, Al Doha Street, Al Karama, Dubai, United Arab Emirates
3	Last Date of written request for any clarifications before Pre bid meeting	19.04.2025 before 4:00 PM
4	Pre-bid Meeting details	<p>a. Pre bid meeting will be held online through Bank's Online Meeting Platform (i.e. Microsoft Teams) on 22.04.2025 at 03:00 PM (GST)</p> <p>b. Bidder to submit a maximum of -2- participant's names, contact numbers, designations and e-mail IDs on digital.uae@bankofbaroda.com by 19.04.2025 before 4:00 PM (GST) along with pre-bid queries.</p> <p>c. Meeting invite Link will be sent by the Bank to bidder's provided email IDs to join the Online Meeting as per the schedule mentioned above.</p> <p>Bidder representatives will have to click the Bank provided link (provided in the e-mail) to join the On-Line Pre-bid meeting</p>
4	Last Date of Submission of RFP Response (Closing Date)	05.05.2025 at 3:00PM (GST)
5	Eligibility/ Technical Bid Opening Date	06.05.2025 at 4:00PM (GST)
6	Performance Guarantee	5% of Total Cost of Ownership (TCO) (Final successful bidder)
7	Date for presentation	Eligible short-listed bidders may be invited for a presentation (physical/ virtual) on the Technical Proposal at the discretion of the committee. Date for the presentation will be communicated to the short-listed bidders, the Bank's decision will be final in this regard.
8	Opening of Financial Bid	The Financial Proposals will be opened, of only those who are eligible and qualify in technical eligibility criteria. The date for opening of the Financial Proposal would be communicated separately only to those bidders who are Eligible and Technically qualified.

[B] Definition of Terms used in the RFP:

Following terms are used in the document interchangeably to mean:

1. "Assignment / Job / Engagement" means the work to be performed by the selected Bidder pursuant to the Contract.
2. "Bank or BOB" means Bank of Baroda- UAE Operations.
3. "BCC" means Baroda Corporate Centre, Bandra Kurla Complex, Mumbai
4. "Day" means a business day.
5. "Personnel / Resources" means professionals and support staff provided by the selected Bidder.
6. "Proposal / Bid / Tender" means Response to the RFP Document.
7. "CBUAE" means The Central Bank of United Arab Emirates.
8. "Recipient, Respondent, Consultant and Bidder" mean interested and eligible applicants responding to this RFP to carry out **external validation of various Compliance, Risk and Governance aspects for BOB UAE.**
9. "Successful/ Selected Bidders" mean the bidder selected as the successful bidder by the Bank in accordance with this RFP.

Confidentiality:

This document is meant for the specific use by the Company / firm/ bidder / person/s interested to participate in the current RFP process. This document in its entirety is subject to Copyright Laws. Bank of Baroda, UAE expects the firm/ bidder or any person acting on behalf of the vendors strictly adhere to the instructions given in the document and maintain confidentiality of information. The firm/ bidders will be held responsible for any misuse of information contained in the document, and liable to be prosecuted by the Bank In the event that such a circumstance is brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.

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1. Introduction:

The Bank first opened its branches in the UAE in the year 1974 and is registered in the UAE as a Foreign Branch holding a Commercial banking license number 202055. The Bank is regulated in the UAE by the Central Bank of UAE ("CBUAE")

Bank of Baroda has -05- branches in Dubai, Sharjah, Abudhabi & Ras Al Khaimah Emirates, nine EBSU's and 45 ATM at present (herein after referred to as the "Bank") which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns, intends to issue this RFP document, hereinafter called RFP, to eligible Bidders, hereafter called as 'Bidders', to participate in the RFP for "Supply, Installation and Maintenance of 9 Multi-Functional Machines & 7 Cash Dispensers."

Full Function/ Cash Dispenser (CDs) machines of the Bank provide a number of value added services besides Cash Deposit, Cash Withdrawal (with card and without card using Emirates ID or Bank's mobile banking app) etc.

The major services delivered through Bank's Machines include:

1. Cash Withdrawal
2. Cash Deposit
3. Green Pin
4. ICCS (Bulk Cheque Depositor & Voice Guidance)
5. Registering ADC services
6. Non-Financial Transactions such as Balance Enquiry, Mini Statement etc.

Note: The services mentioned as above are illustrative and not exhaustive. Also, the Bank plans to introduce many more such services to be delivered through its network of Machines.

1.1. Project Overview & Scope

- Through this RFP, Bank envisages **to procure 9 Multi-Functional Machines & 7 Cash Dispensers** (3 Front loading and 4 back loading) along with Second Line of Maintenance (SLM) support. The selection of bidder shall be based on the requirements of the Bank and experience and expertise of the bidder along commercial viability.
- Site details of replacement locations will be shared with successful bidder. Bidder has to deploy Multi Function Machines/ Cash dispenser at onsite/offsite locations advised by Bank in the country i.e. United Arab Emirates.
- The procurement of new machines are for replacement of 16 old machines. All the 16 multi-functional/ CDs are required to be deployed within -2- months of Purchase Order issuance for the period of FIVE years from the date of Service Level Agreement ("SLA") execution, which can be extended upto 2 (1+1) years, at the sole discretion of the Bank.
- Bank reserves the right to change the number of multi-functional/ CDs at any time basis its requirement, at its sole discretion. The bidder/ applicant should be ready and have the capacity to implement the Project across the length and breadth of the country. The Bank at its sole discretion may decrease the number of multi-functional/ CDs to be deployed during the period of the contract.
- If the performance of the bidder is not as per SLAs defined or the concerned bidder's infrastructure is not supportive in any particular geography. Bank at its discretion may shall not pay any amount for replacement of machine or any resultant expenses. All costs related to such activity shall be borne by the bidder in such eventualities.
- Bidder will be responsible for providing following major Services during the contract period and any Services can be continued/discontinued at the sole discretion of the Bank-
 - ✓ ATM procurement, installation and maintenance including buyback of old ATMs
 - ✓ Second Level Maintenance (SLM)
 - ✓ Help Desk Service for lodging the SLM calls
 - ✓ ATM Security control measure implementation as per regulatory compliance. Any future Compliance issued after go live date of the project will also be implemented
 - ✓ Compliance of all Regulatory Requirement like CBUAE, RBI etc., during the Contract period. Any future Compliance issued after go live date of the project and during the contract period will be implemented on mutually agreed cost

Detailed Scop of Work are mentioned in Section 4 of this RFP document

- Any type of formation of consortium, sub-contracting and joint assignments will not be allowed/ considered for the submission of the proposal. Such proposals will be disqualified any sub-contracting or assignment should not be done without the prior permission of bank.

1.2. Definitions:

- 'Bank' means unless excluded by and repugnant context or the meaning thereof, 'Bank of Baroda, described in more detail in Introduction section above and which has invited bids under this Request for Proposal and shall be deemed to include its successors and permitted assigns.
- 'RFP' means this Request for Proposal prepared by Bank of Baroda UAE for procuring 9 Multi-Functional Machines & 7 Cash Dispensers
- 'Bidder' means a vendor/ fintechs / Start-up submitting the proposal in response to this RFP.
- 'Contract' means the agreement signed by successful bidder and the Bank at the conclusion of bidding process, wherever required.
- 'Proposal' means that Technical proposal including any documents submitted by the bidder as per the formats prescribed in the RFP.
- 'Vendor' means an entity that provides a product or service the bank uses to conduct its business.

1.3. Contract Period:

The contract period will be for a period of 5 years from the date of agreement signed, which can be extended upto 2 (1+1) years, at the sole discretion of the Bank.

- a) The contract will be deemed completed only when all the items and services contracted by the Bank are provided in good condition, installed, implemented, tested and accepted along with the associated documentation provided to Bank's employees; as per the requirements of the contract executed between the Bank and the Bidder. If so desired by the Bank, the contract may be extended for another period upto two years, in the range of from the date of its expiry on the mutually agreed terms and conditions.

The right to define "Good Condition", "Installation", "Implementation" and "Acceptance" is lies with the Bank and the successful bidder has to accept the conditions laid down by the Bank. These conditions may change at any point of time at total discretion of the Bank.

- b) However, bank will have the right to terminate the agreement, in case services of the vendor are not found satisfactory and/or bank plans to come out of the activity, in that case bank will not be liable for any compensation to the successful bidder. Details related to termination clause along with notice period, condition etc. are mentioned in section 7.7

1.4. Service Levels and Uptime:

After Bank notifies the successful Bidder that his Bid has been accepted, the Bidder shall enter into a SLA and Non-Disclosure Agreement (NDA) with the Bank, containing all the Terms and Conditions of this RFP, including confidentiality, non-disclosure and penalty clauses, and any other clause relevant to the services offered. All the expenses related to execution of the document such as the registration charges, if any shall be borne by the successful bidder. The selected bidder shall guarantee an uptime of 99.99% for all the machines delivered/ installed along with solution deployed with the Bank. In case, machines supplied to the Bank are unable to meet the guaranteed uptime of 99.9% for continuous period of more than 15 days even after repair and maintenance, selected bidder has to replace the machines with new machine having same/similar configuration and complete its installation, commissioning and testing.

- 1.5. **Delivery:** The bidder should ensure that all the machines to be provided to the Bank as per the scope of RFP, and within two months of PO issued. The bidder shall be responsible for ensuring

transportation, transit insurance, proper packing, delivery and receipt of the hardware at the site. All necessary components, licenses etc. as part of the solution delivered together with the devices. Any component (hardware or software) has not been delivered or if delivered is not operational, will be deemed / treated as non-delivery thereby excluding the Bank from all payment obligations under the terms of this contract. Partial delivery of products/ solution is not acceptable and payment for such products will not be made until full delivery is completed.

Payment will only be made upon receipt of all required documentation, such as installation and sign-off reports and after satisfactory verification of services.

1.6. Transportation and Insurance:

The cost of transit insurance and freight charges etc. should be part of the TCO amount quoted by the bidder and must be included with machine cost. However, the bidder has the option to use transportation and insurance cover from any eligible source. 110% of value of product Insurance cover should be provided by the bidder till the acceptance of the goods by the Bank. The bidder should also assure that the damaged / non-functional machines would be replaced with no cost to Bank in case insurance cover is not provided.

1.7. Installation:

Installation of machines delivered including unpacking of cartons / boxes / installation at location etc. will be responsibility of the Bidder. Bidder shall install machines at PAN UAE. Selected bidder should also need to take back the old machine on successful delivery and installation of new machine. All customer component of the machines which are having customer data should be provided to the Bank.

Provided Software solution/ APIs should be compatible with existing Bank systems and functionalities. Any further upgradation in the solution for existing services (if required) needs to be done by the bidder without extra cost to the Bank.

1.8. Warranty and AMC:

The selected Bidder shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship. Bidder must warrant all components, accessories, spare parts etc. against any manufacturing defects during the warranty/ AMC period.

If the hardware /software do not perform in accordance with the Contract during the Warranty/ AMC Period, then the Selected Bidder shall take such steps as necessary to repair or replace the Hardware/ Software. Such warranty service shall be provided at the Vendor's expense and shall include all media, parts, labour, freight and insurance to and from the merchant/ bank site.

Onsite Comprehensive maintenance of all applicable products, services, modules on yearly basis and sensitization of the end user for avoiding upcoming hazards on a regular basis. The vendor shall share the preventive maintenance (PM) reports in digital form/soft copy and hard copies shall, on demand by the bank. If any modules of the delivered solution is found non-working (due to whatsoever reason) during preventive maintenance, the Vendor at no extra cost to the Bank shall resolve it. The PM reports of the delivered products shall be duly recorded in two copies and produced as and when required.

Warranty would cover updates/maintenance patches/bug fixes (available from the original equipment manufacturer) for system software & firmware patches/bug fixes, if any, for hardware.

Post completion of warranty period vendor has to provide the AMC for the hardware devices supplied to the bank. Cost for AMC will be fixed at 10% of original machine cost per year, post completion of warranty period i.e. after installation of 1 years.

AMC rate for the contract period (5+2 year) is fixed at 10% and no extra charge will be added in the AMC rate without prior approval from Bank. For any other additional charges in AMC which are related to regulatory/ industry/ economical situation of industry etc., a prior approval to be taken from the Bank and Bank has full discretion on whether to allow these charges or not.

Providing all deliverables including warranty services, etc. under this contract shall be the sole responsibility of the bidder. Bank will not be responsible for any delays/violation from third party OEMs.

1.9. Acceptance Test (AT)

AT shall comprise of completion of following activities:

- i. For each installed equipment and IR template should be prepared along with the technical specifications and its value as per quoted product.
- ii. Bank Personnel will check the working system value against the product value before signing the acceptance of the installation of equipment.
- iii. In case Bank is not satisfied with installation / configuration, vendor must reinstall and / or reconfigure the entire / partial device & solution.
- iv. Running of AT Schedule as per agreed AT Plan for systems

All the License document along with Manual of the equipment's installed should be duly submitted.

1.10. Payment Terms:

The following terms of payment shall be applicable to this contract and will be released after execution of Contract Agreement.

- i. The selected bidder has to submit Installation report/Sign off report duly signed by the Bank Officials in original while claiming payment. The invoice and installation report should contain the product serial number of the items supplied.
- ii. Bank will not pay any amount in advance.
- iii. Payment shall be released within 30 days from submission of relevant documents as per RFP terms.
- iv. The payment will be made after due verification/validation from bank's side.
- v. For disputed invoices, payment will be made post closure of the dispute.
- vi. The Bank will pay invoices within a period of 30 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected bidder within 15 days from the date of receipt of the invoice. The payment will be made after deduction of service level penalty, if any.
- vii. The bank shall finalize the installation and acceptance format mutually agreed with the selected bidder. The bidder shall strictly follow the mutually agreed format and submit the same for each location wise while claiming installation and acceptance payment.
- viii. Based on satisfactory performance by the solution provider Bank reserves the right to extend the contract on mutually agreed commercials for subsequent periods.
- ix. Bank will release the payment on completion of activity and on production of relevant documents/invoices. Please note that Originals of invoices (plus One Copy) reflecting, Taxes & Duties, Proof of delivery duly signed by Bank officials of the respective Branch/Office and Manufacturer's / Supplier's Warranty Certificate should be submitted while claiming payment in respect of orders placed.
- x. The bank shall finalize the installation and acceptance format mutually with the selected bidder. The bidder shall strictly follow the mutually agreed format and submit the same for each location wise while claiming installation and acceptance payment
- xi. Payment will be based on number of machines delivered/installed and solution configured and machine should be enabled for all existing services.
- xii. The payment will be subjected to satisfactory services rendered in accordance with the Terms of the contract and acceptance of the support system at the rates quoted in the price schedule.

1.11. Inspection & Test:

- The Bank or its representative shall have the right to inspect and/or to test the Machines supplied and its implementation carried out by the bidder to confirm/ bidder their conformity to the contract specifications at no extra cost to the Bank.
- Bank may inspect or test the machines to conform the specifications or requirements set out in the contract, the Bank may reject the CDs/ Full Functions machines, and the Bidder shall either replace the rejected machines or make alterations necessary to meet specifications or requirements free of cost to the Bank.
- The Bidder shall have the necessary agreement with manufacturer, before making delivery, carry out a precise and comprehensive inspection of the Goods regarding quality, specification, performance, quantity and weight and issue a quality certificate certifying that the Goods are in conformity with the stipulations in the Contract. The quality certificate shall not be regarded as final

with respect to quality, specification, performance, quantity and weight. Particulars and results of the tests made by the manufacturer shall be shown in a statement to be attached to the quality certificate.

- If, during the warranty period, it is found that the quality or specifications of the Goods or Works are not in conformity with the Contract or if the Goods or Works are proven to be defective for any reason, including latent defects or the use of unsuitable materials, the Bank shall promptly notify the Bidder of the existence of a claim.
- No clause in "Inspection and Tests" clause shall in any way release the Bidder from any warranty or other obligations under this Contract.
- Bidder needs to ensure that requirement specified in the scope of this RFP document will be thoroughly inspected and tested by the Bank, and post satisfactory functioning, the machine will be accepted.

1.12. Training:

- Bidder should provide the training to the bank or it's representative at the time of delivery of machine. The Bidder shall ensure delivering training material and hands-on during the training.
- The selected Bidder shall provide training to the participants without any cost to the Bank/ participants.
- The successful bidder will provide proper documentation / soft copy of presentation, training materials like videos, eBooks, pdfs etc. and training of any software application if deployed in hosting the site along with escrow arrangement of source code.

1.13. Information Provided:

The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisors gives any representation or warranty (whether oral or written), expressed or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document.

Bank strives to provide accurate information, it doesn't guarantee completeness, thereby shifting the responsibility for verifying the accuracy and completeness of the information to the bidders. Bidder are expected to conduct their own due diligence and validate the details provided before submitting their bids, reinforcing that the Bank will not be held responsible for any discrepancies or omission in the provided information.

1.14. Costs Borne by Respondents:

All costs and expenses (whether in terms of time or money) incurred by the bidder in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the bidder only.

1.15. Recipient Obligation to Inform Itself

The Bidder must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information

1.16. Errors and Omissions

Bidder should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than last date of receiving clarifications.

1.17. Acceptance of Terms

A Bidder will, by responding to the Bank's RFP document, be deemed to have accepted the all the terms and conditions as stated in this RFP document.

2. Bid Evaluation Process:

There would be a two stage evaluation process for the selection of vendor.

The stages are:

- ▶ Stage-1: Eligibility and Technical Bid Evaluation
- ▶ Stage-2: Commercial Bid Evaluation

During bids evaluation process, the Bank, at its discretion, may ask the bidder for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted. The Bank reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the vendors to this document and bank will not entertain any correspondence in this regard.

The eligibility and technical bid documents submitted by bidders would be evaluated first as per the eligibility criteria and technical specification given under this RFP. The bidders who satisfy the requirements would be shortlisted for commercial opening. Bidder acknowledges and accepts that the Bank may, in its sole and absolute discretion.

The issuance of RFP document is merely an invitation to offer responses to this RFP and must not be construed as any agreement or contract or arrangement nor would it construe as any investigation or review carried out by a Recipient/ bidder. The Recipient/ Bidder unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

2.1 Eligibility and Technical Bid Evaluation:

The bidders which fulfil the eligibility criteria as mentioned under Annexure 04 are eligible to respond to the RFP. The Bidders would need to provide a supporting document as part of the eligibility proof. The bidders who do not fulfil any eligibility criteria and technical requirements are liable to be rejected. The eligibility and technical bid documents of the bidders will be evaluated first. The Technical proposals submitted will be evaluated for technical suitability as per Annexure 05.

2.2 Commercial Bid Evaluation:

The commercial proposals of only those bidders who qualify in both eligibility and technical bid evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the eligible Bidders. The qualification status of the bidders will be updated before opening of the commercial bid. The bidder must provide their commercial proposal as per format mentioned under Annexure 06

Evaluation will be a techno commercial and accordingly the technical evaluation will have 80% weightage and Commercial evaluation shall have 20% weightage. These weightages shall be taken into consideration for arriving at the Successful Firm/ bidders. The evaluation methodologies vis-a-vis the weightages are as under:

Score will be calculated for all technically qualified bidder using the following formula:

$$S = (T/T \text{ High} \times 80) + (C \text{ Low}/C \times 20)$$

Where:

S = Score of the Firm/ bidder

T = Technical score of the Firm/ bidder

T High = Highest Technical score among the bidder

C Low = Lowest Quote among the bidder

C = Quote as provided by the Firm/ bidder (please refer to Annexure 6)

The Firm/ bidder securing the highest score becomes the successful Firm/ bidder.

For example – There are three bidders A, B and C.

Technical score will be arrived at treating the marks of the bidder scoring the highest marks (A) in technical evaluation as 100. Technical score for other bidders (B, C, etc.) will be computed using the formula Marks of B / Marks of highest scorer A*100.

Similarly Commercial Score of all technically cleared bidders will be arrived at taking the cost quoted by L1 bidder i.e., the lowest quote from all technically qualified bidders (say

C) as 100. Marks for other bidders will be calculated using the formula $\text{Commercial Score} = \text{Cost of L1 bidder} / \text{Cost quoted by bidder} * 100$.

A "Combined score" will be arrived at, taking into account both marks scored through Technical

Proposal evaluation and the nominal commercial quotes with a weightage of 80% for the Technical Proposal and 20% for the Financial Proposal as described below.

Sr. No.	Bidder	Technical Evaluation Marks (T)	Nominal Bid Price in AED	Technical Score	Commercial Score	Combined Score (out of 100)
1	A	95	71	$95/95*80 = 80.0$	$60/71*20 = 16.9$	$80.0+16.9 = 96.9$
2	B	85	65	$85/95*80 = 71.6$	$60/65*20 = 18.5$	$71.6+18.5 = 90.1$
3	C	90	60	$90/95*80 = 75.8$	$60/60*20 = 20.0$	$75.8+20.0 = 95.8$

The combined score is arrived at by adding Technical Score and Commercial Score. The successful bidder will be the one who has highest Combined Score

The decision of the Bank shall be final and binding on all the bidders to this document. The Bank reserves the right to accept or reject an offer without assigning any reason whatsoever. The bidder is expected not to add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification

3. Terms & Condition of RFP

3.1. Registration of RFP Response

Registration of RFP response will be affected through the Bank by making an entry in a separate register kept for the purpose upon the Bank receiving the RFP response in the above manner. The registration must contain all documents, information, and details required by this RFP. If the submission to this RFP does not include all the documents and information required or is incomplete or submission is through e-mail, the RFP is liable to be summarily rejected.

All submissions, including any supporting documents, will become the property of the Bank. The Recipient shall be deemed to have licensed, and grant all rights to the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation.

3.2. RFP Validity period

RFP responses must remain valid and open for evaluation according to their terms for a period of at least 180 days from the RFP submission date.

3.3. Contract period

Post the evaluation process, the selected firm/ bidder would be appointed by the Bank for 5 Years ,which can be extended upto 2 (1+1) years, subject to satisfactory performance and at the sole discretion of the Bank. The appointment period will be governed by the extant Bank/Host & Home Regulator guidelines in this regard.

3.4. Communication on the RFP

Recipients are required to address all communication/ clarifications/ queries if any relating to the RFP in writing via email on or before the last date of receiving request for Clarification as per details provided in the RFP. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Respondents in the manner specified. Any changes to the RFP will be communicated as Addendum to the RFP and will be published on the Bank's website (<https://www.bankofbarodauae.ae>) under Tenders section. However, the Bank will not answer any communication initiated by the Respondents beyond the dates provided in "Key Information & Important Date".

The Bank may in its absolute discretion, seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response.

Respondents should invariably provide details of their email address as any clarifications required by the Bank against the response to the RFP will only be communicated to the Respondent via email. If Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents.

The Bank may in its absolute discretion engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify any response.

3.5. Notification

The Bank will notify only to the selected Respondent/s in writing immediately post completion of the RFP Evaluation on the outcome of the process. The Bank is not obliged to provide any reasons for any such acceptance or rejection to other non-selected respondent/s.

3.6. Disqualification

Any form of canvassing/ lobbying/ influence will result in disqualification at the sole discretion of the Bank.

3.7. Language

The RFP response prepared by the bidder, as well as all correspondence and documents relating to the RFP exchanged by the bidder and the Bank and supporting documents and printed literature shall be in the English language only.

3.8. Formats of Bids

The Firm/ bidders should use the formats prescribed by the Bank in submission of the RFP Response. The Bank reserves the right to ascertain information from the banks and other institutions to which the Firm/ bidders have rendered their services for execution of similar assignments.

3.9. Time-frame

The timeframe has been provided at the start of this document for the overall selection process. The Bank reserves the right to vary this timeframe at its absolute and sole discretion and without providing any notice/ intimation or reasons thereof. Changes to the timeframe will be relayed to the affected Respondents during the process. The time schedule will be strictly followed. Interested parties are expected to adhere to these timelines. However, the Bank reserves the right to change the aforementioned timelines

3.10. RFP Response Submission Details

Eligibility, Technical & Financial Proposals shall be submitted in sealed envelopes super scribing Application for **“Procuring 9 Multi-Functional Machines & 7 Cash Dispensers”**

The THREE SEPARATE sealed envelopes containing the Eligibility Criteria (as per Annexure-3), Technical Proposal, Financial Proposal must be submitted in three separate covers to the Bank directly as under (Properly Marked).

- **ENVELOPE-1: Eligibility Criteria as per Annexure 03**
- **ENVELOPE-2: Technical Proposal: (2 Copies i.e. Hard Copy and Soft Copy)**
- **ENVELOPE-3: Financial Proposal only -1- Hard Copy**

Each Envelop mentioned above must be labelled with the following information:

- RFP Reference Number and Date
- Name of the Bidder
- Email Address
- Contact Number

Other Important Points:

- a) The sealed bid envelopes should be delivered to the RFP Co-ordinator at the postal address mentioned in the point **“Key Information & Important Date”**. The Bank has nominated the RFP Co-ordinator to manage the bid process on behalf of the Bank.
- b) All the queries and communication must be addressed to the RFP Co-ordinator from the Bank.
- c) All envelopes should be securely sealed and stamped.
- d) All letters must be addressed to the RFP Co-ordinator.

- e) Only one submission of the RFP response by each Respondent will be permitted. In case there are multiple submissions by the same organization, all the bids of the firm/ bidder will be rejected. All responses would be deemed to be irrevocable offers/proposals from the Respondent and may if accepted by the Bank form part of the final contract between the Bank and selected Respondent.

3.10.1 Eligibility Criteria- 1 Hard Copy (ENVELOPE 1):

Cut-off date for eligibility criteria is the Date of Publication of RFP.

Sl.	Details	Support Documents to be submitted
1	The Bidder should have a valid a licensed of UAE issued by authorities of respective jurisdiction in which it is registered.	Copy of Trade License
2	The Bidder Firm/ bidder should have sound reputation and there should be no adverse remark against the firm/ bidder with the Regulators/ Statutory Authorities in India and UAE/ Various Law Enforcing Agencies in India and UAE.	A suitable undertaking/ declaration should be submitted by the bidder to this effect.
3	The firm/ bidder should have in depth knowledge of the Statutory and Regulatory guidelines of the Central Bank of UAE and Reserve bank of India.	Profile of the firm/ bidder/Partners (elaborating credentials, past experience, name of Banks/other financial institutions for which similar type of solutions/ hardware have been provided).
4	The firm/ bidder should have sufficient number of qualified staff, Management, Qualified Assistants support staff having technical knowledge and resources including but not allotted task is conducted smoothly and within the timelines stipulated by the Bank.	Profile of the firm/ bidder/Partners elaborating credentials, past experience, name of Banks/other financial institutions for which IT services/ software solution are being provided.
5	The Bidder should have experience in installing the such type of machines in UAE and deployment of similar type of solution in these machines for Banks/ Financial entities operating in the UAE.	Letter of engagement/ suitable references be submitted.
6	The Bidder should have experience in maintaining such type of machines for Banks/ Financial entities operating in the UAE.	Letter of engagement/ suitable references be submitted.
7	The Bidder firm/ bidder should not have been black listed/ debarred by any Government /Financial Institutions/ Banks/ CBUAE/ Ministry of Interior, UAE/ Government etc..	A self-declaration on the Bidder's letter head
8	The Bidder should not be owned or controlled by any Director or Employee of Bank of Baroda, both present and those who have retired in the last two years, or by any of their relatives. Further, the Bidder shall not engage any of the foregoing persons as partners, employees or contractors for any work whether connected with the "Assignment/ Job/ Engagement" nor shall they benefit directly or indirectly from the "Assignment/ Job/ Engagement" in any manner.	A self-declaration on the Bidder's letter head with location.
9	Availability of dedicated resource as support function after implementation of application/software.	A Self-declaration / details of resource available for support function from the bidder
10	The Bidder must have financial turnover of AED 500,000 for last 3 years	Copy of Audited Balance Sheet and P& L Statements for three financial years (Audited if applicable else certified by a Chartered Account)

11	The net worth of the Bidder shall be positive as per previous two years balance sheet.	Copy of the audited balance sheet and P&L Statement of the company for the last two financial years showing the same is to be submitted (Audited if applicable else certified by a Chartered Account)
12	The bidder should be the Original Equipment Manufacturer (OEM) or their authorized representative in UAE. In case the bidder is an authorized representative of the OEM, an authorization letter from OEM to this effect must be furnished. This letter of undertaking must specify that in case authorized representative is not able to perform obligations as per contract during contract period, the OEM would perform all the obligations on behalf of bidder as spelt out in the RFP and Agreement executed by the authorized representative subsequently.	Manufacturer / OEM's Authorization Letter as per Annexure-15

Note-

- All the supporting documents needs to be submitted duly indexed / numbered sequentially in the above order with respective eligibility criteria.
- The quotations should clearly indicate all inclusive per service fee for each type of activity to be performed and such fees should include all the expenses such as staff cost, transportation, deployment of resources and any other cost involved in delivering such service. No additional payment other than the mentioned fees will be paid by the bank.

Only Bidders that fulfil **ALL** the eligibility criteria as mentioned above will be eligible to participate in this Bid. The Bidder should submit their responses along with documentary evidence and self-declaration, as required for the above eligibility criteria. Proposals of those bidders, who do not fulfil any of the eligibility criteria as stated in full, will be summarily rejected. Firm/ bidders fulfilling the eligibility criteria as laid out above will proceed to the next stage of the Technical Evaluation. The Bank's discretion on 'Eligibility Criteria' is final.

The requisite certificates and documents supporting the eligibility criterion should be submitted as per **Annexure 4** in Envelope – 1 separately to the Bank address as specified:

Envelope 1 shall also contain the letter of authorization as per format given in **Annexure 3**.

Pre- Bid Queries:

The Bidder should carefully examine, understand the scope and terms and conditions of the RFP and may seek clarifications, if required. The bidders in all such cases, seek clarification in writing in advance, in the same serial order of the RFP by mentioning the relevant Page number and clause number of the RFP. All communications regarding points requiring clarifications on doubts, if any, shall be given in writing to the RFP Co-ordinator by the intending bidders before the timelines specified as per **Annexure-16**

3.10.2 Technical Proposal - 1 Hard Copy and Soft Copy (ENVELOPE – 2):

The Technical proposal should be submitted in the form of one hard copy and one soft copy. Hard Copy should be placed in a sealed envelope super-scribed as “**TECHNICAL PROPOSAL**”. Soft Copy should be submitted in a (PDF format) on mail id digital.uae@bankofbaroda.com.

The Technical Proposals should be complete in all respects and should contain all information as specified in the RFP, with the exclusion of the Financial Proposal. **The Technical Proposal should not contain any price information**; any Firm/ bidders disclosing the Financial Proposal information in the Technical Proposal will be summarily rejected. One hard copy of the Technical Proposal should be submitted and one soft copy (both in one closed envelope to the Bank marked as Hard Copy and Soft Copy respectively). The Technical Proposal should indicate the ideas, solutions and processes suggested in 'Scope of Work'.

All the relevant pages of the proposal are to be numbered and signed by an authorized signatory on behalf of the Firm/ bidder. The number should be a unique serial number across the document. The Bidder should provide documentary evidence of the authorised signatory for the purpose of this RFP.

The RFP response shall be in the English / Arabic (bilingual) language. The contact name, email ID and telephone numbers (mobile & landline) of the Firm/ bidder shall also be indicated on the sealed cover.

The Technical Proposal should be made in an organized, structured and neat manner. Brochures/ leaflets should not be submitted in loose form. The format/ documents for submission of the Technical Proposal is as follows:

1. Covering letter as per Annexure 2
2. Technical Evaluation as per Annexure 5
3. Evaluation Criteria as per Annexure 7
4. Approach, Methodology and Work plan as per Annexure 8
5. Proposed Team Profile as per Annexure 9
6. Proposed List of Key personnel as per Annexure 10
7. Undertaking as per Annexure 11
8. Conformity with Hard Copy Letter as per Annexure 12
9. Conformity Letter as per Annexure 13
10. Reference Site Details as per Annexure 14
11. Letter of Undertaking from OEM (If applicable) as per Annexure 15
12. Undertaking of Information security as per Annexure 17
13. General & Functional Evaluation sheet as per Annexure 19
14. Technical Evaluation sheet as per Annexure 20
15. A copy of the RFP along with the addendum duly putting the seal and signature on all the pages of the document for having noted contents and testifying conformance of the terms and conditions, should be included in Envelope-2.

3.10.3 Financial Proposal - 1 Hard Copy (ENVELOPE – 3):

Applicant should quote fees as per the format provided by the Bank while submitting the Financial Proposal as per **Annexure 6**. The Financial Proposal should be submitted in the form of one hard copy only. Hard Copy should be placed in a sealed envelope super-scribed as "FINANCIAL PROPOSAL".

The Financial Proposals should contain all relevant price information and should not contradict the Technical Proposal in any manner. There should be no hidden costs for items quoted. The offer must be made in UAE Dirhams only and the offer should include all applicable taxes and other charges, i.e., VAT etc. The Bank is not responsible for the arithmetical accuracy of the bid.

The Firm/ bidder will have to ensure all calculations are accurate. The Bank at any point in time for reasons whatsoever is not responsible for any assumptions made by the Bidder. The Bank at a later date will not accept any plea of the Bidder or changes in the commercial offer for any such assumptions.

The Financial Proposal and Technical Proposals must be submitted separately in different envelopes. It is reiterated that if any envelope is found to contain both Technical and Financial Proposals, such offers will be rejected by the Bank. Offer should not be conditional in any manner; any conditional Financial Proposal responses shall be rejected by the Bank.

4. Terms of Reference

4.1. Introduction and Overview

The Bank first opened its branches in the UAE in the year 1974 and is registered in the UAE as a Foreign Branch holding a Commercial banking license number 202055. The Bank is regulated in the UAE by the Central Bank of UAE ("CBUAE")

Bank of Baroda has -05- branches in Dubai, Sharjah, Abudhabi & Ras Al Khaimah Emirates, nine EBSU's and 45 ATM at present (herein after referred to as the "Bank") which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns, intends to issue this RFP document, hereinafter called RFP, to eligible Bidders, hereafter called as 'Bidders', to participate in the RFP for "Supply, Installation and Maintenance of 9 Multi-Functional Machines & 7 Cash Dispensers."

Full Function/ Cash Dispenser (CDs) machines of the Bank provide a number of value added services besides Cash Deposit, Cash Withdrawal (with card and without card using Emirates ID or Bank's mobile banking app).

The major services delivered through Bank's Machines include:

1. Cash Withdrawal
2. Cash Deposit
3. Green Pin
4. ICCS (Bulk Cheque Depositor & Voice Guidance)
5. Registering for ADC services
6. Non-Financial Transactions such as Balance Enquiry, Mini Statement etc.

Note: The services mentioned as above are illustrative and not exhaustive. Also, the Bank plans to introduce many more such services to be delivered through its network of Machines

4.2. Purpose

The Bank, for this purpose, invites proposals from competent companies who are interested in participating in this RFP and must fulfil the eligibility criteria mentioned under **Annexure 03** and also in a position to comply with the technical requirement mentioned and submit the required proposal as per the RFP Apart from the above the bidder must also agree to all our terms & conditions mentioned under this RFP

4.3. Scope of Work

Through this RFP, Bank envisages **to procure 9 Multi-Functional Machines & 7 Cash Dispensers** along with Second Line of Maintenance (SLM) support for the **period of FIVE years** from the date of SLA execution, which can be extended upto 2 (1+1) years. The selection of bidder shall be based on the requirements of the Bank and experience and expertise of the bidder along commercial viability.

- Site details for replacement locations will be shared with successful bidder. Bidder has to deploy CRs at onsite/offsite locations advised by Bank.
- The procurement of ATMs is for replacement of 16 old machines. All the 16 multi-functional/ CDs are required to be deployed within -2- months of PO issuance along with Second line maintenance (SLM) support for the period of FIVE years from the date of SLA execution, which can be extended upto 2 (1+1) years, at the sole discretion of the Bank.
- Bank reserves the right to change the number of multi-functional/ CDs at any time, at its sole discretion. The bidder/ applicant should be ready and have the capacity to implement the Project across the length and breadth of the country i.e. United Arab Emirates (UAE). The Bank at its sole discretion may decrease the number of multi-functional/ CDs to be deployed during the period of the contract.
- If the performance of the bidder is not as per SLAs/ RFP document or the concerned bidder's infrastructure is not supportive in any particular geography. Bank at its discretion may shall not pay any amount for replacement of machine or any resultant expenses. All costs related to such activity shall be borne by the bidder in such eventualities.
- Bidder will be responsible for providing following major Services during the contract period and

any Services can be continued/discontinued at the sole discretion of the Bank-

- ✓ ATM procurement, installation and maintenance including buyback of old ATMs
 - ✓ Second Level Maintenance (SLM)
 - ✓ Help Desk Service for lodging the SLM calls
 - ✓ ATM Security control measure implementation as per regulatory compliance. Any future Compliance issued after go live date of the project will also be implemented
 - ✓ Compliance of all Regulatory Requirement like CBUAE, RBI etc., during the Contract period. Any future Compliance issued after go live date of the project and during the contract period will be implemented on mutually agreed cost
 - ✓ Preventive Maintenance (Once in a quarter).
- The ATMs are required to be deployed across the length and breadth of the country i.e. United Arab Emirates (UAE) as per Bank's business requirement at on-site, off-site locations.
 - The Cash dispenser and Full Functional Machines should be maintained by the Bidder for the full 5-year contract period. The Bidders shall have AMC arrangements whereby the maintenance of ATMs shall be carried out by OEM or its authorized dealers for a period not less than 5 years to cover the entire contract period
 - All requisite licenses for the software etc. should be made available to the Bank by the Bidder.
 - The ATMs have to be interfaced with BASE 24 switch. However, the Bank reserves the right to change the switching interface at any point of time. In such cases it will be binding upon the selected Bidder to provide the required support to commission the ATMs with new switching interface without any additional cost to the Bank.
 - ATMs with technology and functionalities like triple DES enabled, EMV certified and Motorized card reader etc. have to be supplied and installed at locations confirmed by the Bank. The ATMs should have capability / features for remote monitoring of their health / status, transferring electronic journal to central site.
 - BIDDER should provide all new ATMs (not refurbished) with latest all the functionality of a particular OEM and particular model with OEM Native application. ATMs should be ready with biometric functionality compliant with Latest ICP standard and should conform to latest EMV standards.
 - BIDDER will also ensure that ATM machine is having Dip Smart Card Reader with anti-skimming and anti-shimming device installed and integrated with the card reader. Further, it should be equipped with inbuilt dip protection plate or equivalent solution / device for protecting from Deep insert skimming and shimming attack on ATMs.
 - In case, any EMV enabled card reader are faulty and causing fall back transaction at switch then BIDDER will replace the faulty card reader. For any loss to Bank or penalty imposed by VISA / Master etc. or any regulatory authority for fall-back transactions then BIDDER will be solely responsible for such loss / penalty.
 - BIDDER should ensure that customization / changes in settings at ATMs level, if any, are completed to communicate with Switch and ATM network for the existing / proposed Card based as well as Cardless transactions (based on Emirates ID) without any cost to the Bank. Such customization / changes are expected to be rolled out at all ATMs by the BIDDER within one month of the sign off by the Bank. Bidder will display the acceptance of various cards network like JAYWAN/VISA/MASTER/Rupay/JCB etc. at all the ATM sites and machines without any cost.
 - ATM supplied / commissioned should have Bi-lingual features wherever required. i.e. ARABIC & English bilingual features receipt printing facility in the ATMs from the time of operationalization of first ATM. If any changes in ATM OEM software is required to be done the same are required to be completed by the BIDDER at no additional cost to the Bank. Text to be printed on receipts will be given by the Bank.
 - All ATMs have to be enabled for the visually challenged so the ATM must be suitable for the

visually challenged persons.

- Successful Bidder will support the installation of the software agent for EJ pulling as per the Bank defined processes/ vendor/ software and to ensure that EJ pulling services are not disrupted. If the EJ agent is found to be disabled / disconnected, the bidder shall restore it with no extra cost to bank. All the EJ services should work invariably without any disruption. If the successful bidder /s is not able to rectify / resolve the disabled or disconnected sites for EJ pulling, a penalty per incident / machine will be charged as per amount determined by the Bank.
- BIDDER should provide the feature at each ATMs to reduce shoulder surfing risks
- ATMs deployed should comply with CBUAE, EMV, VISA, MASTER, AEP guidelines issued before go live date. In case of non-compliance, if the bank incurs any liability/payment, the same will be recovered from the Bidder. If any new guidelines are issued by these organizations, the BIDDER / vendor shall arrange for its compliance / up gradation on mutual terms.
- The Bidder would be responsible for timely applying / loading of all the software patches for related software component, operating systems updates etc., centrally including loading of complete new screens in all the individual Cash dispenser & Multifunctional Machines during the Warranty and AMC period (screens will be arranged by the Bank). This job has to be done as a part of Warranty and AMC support services, without any extra cost / visit charges. Software upgrades as regards to counterfeit notes will be updated without any cost to Bank for the entire period of contract covering Warranty and AMC period. Any loss to the bank due to non performance of such up-gradations in time will have to be borne by the bidder.
- Bidder will also maintain S & G / Mass Hamilton lock or other reputable company's lock codes and will be responsible for the change of combination lock (password) on the request of Branch staff without any extra cost once in every half year either during preventive maintenance or at the time of a breakdown call. The entire activity shall be done at no extra cost to Bank. However, the Bank shall make such requests in writing to the Vendor for every instance where the combination of locks (Password) needs to be changed. However, for any damage during the Warranty /AMC period due to any Force Majeure reasons or due to any reasons not attributable to the Vendor, the event shall be brought before the bank for its due consideration depending upon the merit.
- The Bidder should perform the various activities at the instance of Bank like IP changing activities, changes in cassette configurations, loading of additional screens, software etc without any additional cost on account of Engineer visit charges during warranty period
- Even though we do not expect that the Multifunctional machines would under any circumstances accept / dispense any counterfeit note, as a matter of abundant precaution, in the rarest of rare case if the Full Function Machine accepts / dispenses any counterfeit notes, this will be reported to the bidder and bidder has to make good for the loss immediately. The configuration of the Multifunctional machines should be checked immediately and rectified
- The old Multi function machines/CD has to be de-grouted, if required, and removed by the BIDDER and disposed off in a proper manner with a view to protecting the environment, reducing pollution by toxic gases / greenhouse emissions and other non-biodegradable substances caused by e-waste disposal. HDD to be removed and handed over to the Bank before removing the machines for the site
- Bidder to ensure that DVR images are saved and provided, whenever required by the bank without any extra cost to Bank. Bidders have to ensure that DVR images are stored on first-in-first-out basis at least for six months. Bidder to ensure that time print of the DVR of transaction exactly tally with transaction time printed in EJ.
- BIDDER should remove the old asset/ATMs as per buyback rate finalized through this RFP process.

- One Test machine each for cash dispenser and multi-function to be supplied under the contract to be provided by the BIDDER free of cost for testing and maintenance of such test machine will be done by BIDDER without any cost to Bank.
- Bidder should provide all existing software components in line with regulatory and fraud/risk prevention guidelines and installed and operational without any extra cost to the bank. List of the same is given as under: (Please note this list is not exhaustive but indicative only)
- Bank has also embarked on different technological enhancements Bank may change scope of services mentioned in the SOW in a phased manner with a 90-days notice period at any time during the contract period.
- All existing software installed in the existing machines to be provided without any extra cost to the Bank, which includes but not limited to following:
 - ✓ SolidCore Suite
 - ✓ Hard Disk Encryption
 - ✓ TLS Encrypted Communications
 - ✓ SPS Detection
 - ✓ Currency Template
 - ✓ End Point Security
 - ✓ Windows 10 or Above
 - ✓ Currency Template for multi-functional machines
 - ✓ Dynamic MEI
 - ✓ Voice Guidance
 - ✓ ICCS software for scanning and accepting the cheque leaves.
 - ✓ Self Service Assistant
- In the event of Microsoft ceasing support to the existing operating system the bidder shall upgrade and install the latest higher version of operating system and all application software supporting the operating software for satisfactory function of Full Function Machines on all Full Function Machines deployed with no extra cost to Bank. The bidder shall also upgrade hardware required to support the higher version of operating system at no extra cost to Bank.
- The Bidder to obtain transit insurance cover for the Multi-Function Machine/ Cash dispenser from their factory / warehouse to the Bank site and such insurance cover should be available till installation of the Multi-Function Machine/ Cash dispenser or till 15 days post delivery, whichever is later.

Successful Bidder is fully accountable for the scope of work defined above and same will be enforced through Service level Agreement and performance metrics (defined by the Bank). The Service Level Agreement will detail the bidder's responsibility for timely delivery, installation, maintenance and compliance with regulatory standards. It will also include penalties for non-compliance and provision for prompt replacement or repair of faulty equipment at no extra cost. By the submitting the bid, the bidder accepts all conditions mentioned in this RFP document. Successful bidder will cover any cost or liabilities from non-compliance or failure, including regulatory penalties.

5. Evaluation process:

5.1. Opening of Technical Proposal

Technical Proposals received within the prescribed date and time will be opened on the date and time specified in this RFP document.

5.2. Preliminary Scrutiny

The Bank will scrutinize the offers received to determine whether they are complete and as per RFP requirement, whether technical documentation as asked for and required, to evaluate the offer has been submitted, whether the documents have been properly signed and whether items are offered as per the RFP requirements. The Bank will inform the date, time and venue of presentation to the eligible firm/ bidders.

The proposals received by the Bank will be technically evaluated to arrive at the technical scoring as per the scoring methodology specified below under the TECHNICAL PROPOSAL EVALUATION CRITERIA. The Bids which are securing the technical score of 60 or more marks out of a total of 100 marks are considered as technically qualified and only those technically qualified Bids will be further processed to find "Highest scoring Firm/ bidders" as per evaluation methodology under TECHNO COMMERCIAL EVALUATION CRITERIA. The Bank however retains the right to lower the cut off score if adequate number of bids does not qualify with the minimum score specified above.

During the Technical Proposal Evaluation Process, bank may ask for presentation from the eligible Firm/ bidders/ bidders and during the course of the presentation question may be asked related to firm/ bidder, collaborations, solution proposed etc. The Bank reserves the right to review its decision at any point of time.

5.3. Technical Proposal evaluation criteria

Bank may call for a presentation before the Selection Committee of the Bank by the eligible firm/ bidders on their understanding of the key considerations to procure **to procure 9 Multi-Functional Machines & 7 Cash Dispensers** for Bank of Baroda UAE, Operations, proposed Methodology and approach to be adopted for the Bank, and the proposed team. The technical capabilities and competence of the Firm/ bidder should be clearly reflected in the write-up. The date and time of the presentations, if required will be notified by the Bank; no changes in the schedule will be entertained thereafter.

Based on the details submitted by the Firm/ bidders in the Technical Proposal and the write up / presentation, made by them before the Selection Committee of the Bank, the Technical Evaluation of the eligible Firm/ bidders will be carried out as furnished below:

No.	Particulars	Maximum Eligible Marks for evaluation
1	Overall Profile & Past Experience & General/ Functional evaluation of the firm/ bidder	
1.1	Functional, and General Evaluation will be done as per Annexure 19.	35
1.2	Participation in similar ATM Projects, Installation & Integration (Y/ N)	10
1.3	Local Support available in UAE (Y/ N)	5
2	Technical Presentation & Demo	
2.1	Technical presentation will be evaluated on the following parameters and as per Annexure 20: i. Proposed Solution ii. IT architecture and approach & methodology iii. Resource Planning iv. Project Governance and Project Team v. Future Scalability	40
2.2	<u>Product Demonstration</u> Demonstration of in-depth understanding of the Bank's project technical and functional requirements. Major Criteria for demonstration (but not limited to) given in RFP documents and prevailing similar functionalities in the market	10
	Total	100

(Note: The cut off marks for eligibility is 60. If none of the bidders is able to meet the cut off marks, the cut off may be considered at 55.)

5.4. Techno-commercial evaluation criteria

Evaluation will be a techno commercial and accordingly the technical evaluation will have 80% weightage and Commercial evaluation shall have 20% weightage. These weightages shall be taken into consideration for arriving at the Successful Firm/ bidders. The evaluation methodologies vis-a-vis the weightages are as under:

Score will be calculated for all technically qualified bidder using the following formula:

$$S = (T/T \text{ High} \times 80) + (C \text{ Low}/C \times 20)$$

Where:

S = Score of the Firm/ bidder

T = Technical score of the Firm/ bidder

T High = Highest Technical score among the bidder

C Low = Lowest Quote among the bidder

C = Quote as provided by the Firm/ bidder (please refer to Annexure 6)

The Firm/ bidder securing the highest score becomes the successful Firm/ bidder.

For example – There are three bidders A, B and C.

Technical score will be arrived at treating the marks of the bidder scoring the highest marks (A) in technical evaluation as 100. Technical score for other bidders (B, C, etc.) will be computed using the formula Marks of B / Marks of highest scorer A*100.

Similarly Commercial Score of all technically cleared bidders will be arrived at taking the cost quoted by L1 bidder i.e., the lowest quote from all technically qualified bidders (say C) as 100. Marks for other bidders will be calculated using the formula Commercial Score = Cost of L1 bidder / Cost quoted by bidder * 100.

A “Combined score” will be arrived at, taking into account both marks scored through Technical

Proposal evaluation and the nominal commercial quotes with a weightage of 80% for the Technical Proposal and 20% for the Financial Proposal as described below.

Sr. No.	Bidder	Technical Evaluation Marks (T)	Nominal Bid Price in AED	Technical Score	Commercial Score	Combined Score (out of 100)
1	A	95	71	$95/95 \times 80 = 80.0$	$60/71 \times 20 = 16.9$	$80.0 + 16.9 = 96.9$
2	B	85	65	$85/95 \times 80 = 71.6$	$60/65 \times 20 = 18.5$	$71.6 + 18.5 = 90.1$
3	C	90	60	$90/95 \times 80 = 75.8$	$60/60 \times 20 = 20.0$	$75.8 + 20.0 = 95.8$

The combined score is arrived at by adding Technical Score and Commercial Score. The successful bidder will be the one who has highest Combined Score

The decision of the Bank shall be final and binding on all the bidders to this document. The Bank reserves the right to accept or reject an offer without assigning any reason whatsoever. The bidder is expected not to add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification

5.5. Eligibility cum Technical Proposal

Eligibility criteria for the Bidder to qualify this stage is clearly mentioned in Annexure 04.

– Eligibility Criteria Compliance to this document. The Bidder would need to provide supporting documents as part of the eligibility proof. The Technical Proposal will also be evaluated for technical suitability.

During evaluation of the bids, the Bank, at its discretion, may ask the Bidder for clarification in respect of its bids. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted.

The Bank reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the Firm/ bidders to this document and the Bank will not entertain any correspondence in this regard.

5.6. Performance Guarantee

The successful vendor shall provide a Performance Guarantee within 30 days from the date of receipt of the order or signing of the contract whichever is earlier as per Bank's approved format to the extent of 5% of the Contract value (TCO) with validity for entire period of the contract plus 3 months and such other extended period as the Bank may decide for due performance of the project obligations. The

Bank guarantee should be of that of any scheduled commercial Bank registered in UAE other than Bank of Baroda.

In the event of non-performance of obligation or failure to meet terms of this Tender document the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the vendor, such as but not limited to delay in delivery of machine along with all software components, any wrong information shared with the bank or any penalty applied by the regulator due to non-adherence of guidelines with respect to acceptance or withdrawal of money/ security features etc. Any amount pending for payment due to non-achieving of milestone/s set under the agreement or any other reason solely attributable to the vendor should be included in the remaining amount of the contract value.

The Bank reserves the right to recover any dues payable by the selected vendor from any amount outstanding to the credit of the selected vendor, including the pending bills and/or invoking Performance Guarantee, if any, under this contract. If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract.

6. Terms and conditions

6.1. General Terms

The Bank expects the Firm/ bidder/bidder to adhere to the terms of this RFP and would not accept any deviations to the same. Unless expressly overridden by the specific agreement to be entered into between the Bank and the Firm/ bidder, the RFP shall be the governing document for arrangement between the Bank and the Firm/ bidder.

The Bank expects that the Firm/ bidder appointed under the RFP shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank, preferably from a single point. Unless agreed to specifically by the Bank in writing for any changes to the RFP issued, the Firm/ bidder responses would not be incorporated automatically in the RFP.

6.2. Rules for Responding to this RFP

All responses received after the due date/time as mentioned in “**Key Information & Important Date**” would be considered late and would be liable to be rejected.

All responses should be preferably in English language / Arabic (bilingual). All responses by the Firm/ bidder to this RFP shall be binding on such Firm/ bidder for a period of 180 days after opening of the bids.

All bid responses would be deemed to be irrevocable offers/proposals from the Firm/ bidders and may be accepted by the Bank to form part of final contract between the Bank and the selected Firm/ bidder. Unsigned responses would be treated as incomplete and are liable to be rejected.

The bids once submitted cannot be withdrawn/ modified after the last date for submission of the bids unless specifically permitted by the Bank.

The Firm/ bidder may modify or withdraw its offer after submission, provided that, prior to the closing date and time receives a written notice of the modification or withdrawal prescribed for submission of offers. No offer can be modified or withdrawn by the Firm/ bidder subsequent to the closing date and time for submission of the offers.

It is mandatory to submit duly filled in details in the formats provided along with this document. The Bank reserves the right not to allow/ permit changes in the technical requirements and not to evaluate the offer in case of non-submission of the technical details in the required form at or partial submission of technical details.

In case of discrepancy in soft copy and hard copy of the bids, the Firm/ bidder agrees that Bank will consider ‘ORIGINAL’ hard copy as final and it will be binding on the Firm/ bidder. The Bank in this case may also reject the offer outright.

The Firm/ bidder at no point of time can excuse themselves from any claims by the Bank whatsoever for their deviations in conforming to the terms and conditions and other schedules as mentioned in the RFP circulated by the Bank. The Firm/ bidder shall be fully responsible for deviations to the terms & conditions etc. as proposed in the RFP.

If related parties (as defined below) submit more than one bid then both /all bids submitted by related parties are liable to be rejected at any stage at the Bank's discretion:

- a) Bids submitted by the holding Firm/ bidder and its subsidiary
- b) Bids submitted by two or more Firm/ bidders/ Partnership firm/ bidders/ LLPs having common partners
- c) Bids submitted by two or more firm/ bidders in the same group of promoters/ management
- d) Any other bid in the sole discretion of the Bank is in the nature of multiple bids.

6.3. Price Bids

The firm/ bidders are expected to quote Price in AED Dirhams for the professional services as all-inclusive blended- daily rate excluding VAT. Taxes/ VAT shall have to be quoted separately. It may be noted that the Bank will not pay any other amount and other expenses like travel and accommodation etc. except the agreed professional fee and applicable VAT. The Bank will pay the VAT as per the rate applicable at the time of making payment. The firm/ bidder shall take into account all conditions and difficulties that may be encountered during the course of assignment while quoting their fee.

6.4. Others

Bank reserves the right to withdraw this RFP / cancel entire selection process at any time / stage without assigning any reason.

Bank also reserves the right to change/add any terms and conditions of the RFP by issuing addendum/corrigendum and putting it on its website.

If there are conflicting points in the RFP, the Bank reserves the right to take a position on the conflicting issue which will be binding on the selected Bidder any time during the period of contract. No appeal will be entertained.

No Commitment to Accept Lowest bid or any bid – bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this RFP. Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations in respect of the rejection.

Responses to this RFP should not be construed as an obligation on the part of the Bank to award a purchase contract for any services or combination of services. Failure of the Bank to select a Firm/ bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.

By submitting a proposal, the Firm/ bidder agrees to promptly contract with the Bank for any work awarded to the Firm/ bidder. Failure on the part of the awarded Firm/ bidder to execute a valid contract with the Bank will relieve the Bank of any obligation to the Firm/ bidder, and a different Firm/ bidder may be selected based on the selection process.

The terms and conditions as specified in the RFP and addendums (if any which will be notified on the Bank's website (<https://www.bankofbarodauae.ae>) thereafter are final and binding on the Firm/ bidders. In the event the Firm/ bidder is not willing to accept the terms and conditions of the Bank, the Firm/ bidder may be disqualified. Any additional or different terms and conditions proposed by the Firm/ bidder would be rejected unless expressly accepted by the Bank in writing.

The selected Firm/ bidder must strictly adhere to the delivery dates or lead times identified in their proposal and as agreed by the Bank. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the Firm/ bidder's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this RFP) due to the Firm/

bidder's inability to meet the established delivery dates or any other reasons attributing to the Firm/ bidder then that Firm/ bidder will be responsible to compensate for any re-procurement costs suffered by the Bank.

The Firm/ bidder represents that the Technical Proposal to be submitted in response to this RFP shall meet the proposed RFP requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the firm/ bidder at no additional cost to the Bank.

The Firm/ bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Firm/ bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the Firm/ bidder to fulfil all the terms and conditions of this RFP. The modifications, which are accepted by the Bank, shall form a part of the final contract.

All terms and conditions, payments schedules, time frame for expected service levels as per this RFP will remain unchanged unless explicitly communicated by the Bank in writing to the Firm/ bidder. The Bank shall not be responsible for any judgments made by the Firm/ bidder with respect to any aspect of the Service. The Firm/ bidder shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirm/ bidding to the terms and conditions, payments schedules, expected service levels etc. as mentioned in this RFP.

The Bank and the Firm/ bidder covenants and represent to the other Party the following:

- a) It is duly incorporated, validly existing and in good standing under the laws of the state in which such Party is incorporated.
- b) It has the corporate power and authority to enter into Agreements and perform its obligations there under. The execution, delivery and performance of terms and conditions under Agreements by such Party and the performance of its obligations there under are duly authorized and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.

The execution, delivery and performance under an Agreement by such Party:

- a) Will not violate or contravene any provision of its documents of incorporation;
- b) Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;
- c) Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;
- d) To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in this Agreement, and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such Party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.

The Firm/ bidder shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the assignment, from time to time.

The Bank would not assume any expenses incurred by the Firm/ bidder in preparation of the response to this RFP and also would not return the proposal documents to the Firm/ bidders

The Bank will not bear any costs incurred by the Firm/ bidder for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.

6.5. Other RFP Requirements

This RFP may undergo change by either additions or deletions or modifications before the actual award of the contract by the Bank. The Bank also reserves the right to change any terms and conditions including eligibility criteria of the RFP and its subsequent addendums as it deems necessary at its sole discretion.

The Bank may revise any part of the RFP, by providing a written addendum at any stage till the award of the contract. The addendums, if any, shall be published on the Bank's website only. The Bank reserves the right to extend the dates for submission of responses to this document.

Firm/ bidders shall have the opportunity to clarify doubts pertaining to the RFP in order to clarify any issues they may have prior to finalizing their responses. All questions are to be submitted to the RFP Co-ordinator mentioned in "**Key Information & Important Date**", and should be received by the nominated point of contact in writing through email before the scheduled date as indicated in the schedule of timeframe. Responses to inquiries and any other corrections and amendments will be published on Bank's website in the form of addendum to the RFP or through electronic mail; the preference for distribution would be with the Bank. The Firm/ bidder, who posed the question, will remain anonymous.

Preliminary Scrutiny – The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all Firm/ bidders and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.

Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all Firm/ bidders for clarification of their offer. The Bank has the right to disqualify the Firm/ bidder whose clarification is found not suitable to the proposed assignment.

No Commitment to Accept Lowest Financial Proposal by value for this RFP – The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of the contract. The Bank will not be obliged to meet and have discussions with any Firm/ bidder, and/or to listen to any representations unless there is change in the terms and conditions of the contract.

Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct information of the equipment being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure / manual" is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.

Fixed price– The Financial Proposal shall contain the commercial bid which shall be on all inclusive per day pricing, exclusive of VAT / Taxes.

Right to Alter Scope – The Bank reserves the right to alter the requirements specified in the RFP. The Bank also reserves the right to add/ modify/ delete one or more units from the list of items specified as part of the requirements for the period of the contract. Further the Firm/ bidder agrees that the prices quoted by the Firm/ bidder would be proportionately adjusted with such additions/ modifications/ deletions in scope.

If the Bank is not satisfied with the specifications as specified in the RFP and observes major deviations, the proposals of such Bidders will not be short-listed for further evaluation. No further discussions shall be entertained with such Bidders in respect of the proposal submission.

The Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any Patent, Trade Marks, Copyrights etc. or such other statutory infringements under all the prevailing laws in respect of deliverables/ output/ material supplied by them to the Bank from whatsoever source, provided the Bank notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim.

The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.

6.6. Contract Commitment

The Bank intends that the contract commitment, which is contemplated herein with the successful Firm/ bidders, shall be for a period as defined by the Bank as per the specifications contained in this RFP.

6.7. Payment Terms

The payment would be made to the Firm/ bidder by the Bank as per the terms of individual engagement terms and conditions agreed from time to time, within the ambit of the master agreement entered.

6.8. Regulatory Charges

Regulatory Charges which are required to be paid to regulatory authorities will be borne by the Bank.

7. General Terms and Conditions

7.1. Dispute Resolution

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

If the Bank's project manager/ Co-ordinator and the Firm/ bidder project manager/ director/ Partner are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Firm/ bidder and the Bank respectively.

If after thirty days from the commencement of such negotiations between the authorized personnel designated by the Firm/ bidder and the Bank, the Bank and the Firm/ bidder have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration or litigation as agreed between the parties.

7.2. Governing Laws

The RFP and subsequent contract shall be governed and construed and enforced in accordance with the laws of UAE, and both Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this Agreement, only the court in Dubai shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

7.3. Notices and other Communication

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be sent personally or by certified or registered post with acknowledgement due or overnight courier or email duly transmitted, facsimile/fax transmission (with hard copy to follow for email), addressed to the other party at the addresses and email.

Notices shall be deemed given upon receipt, except that notices sent by registered post in a correctly addressed envelope shall be deemed to be delivered within 5 working days (excluding Friday and public holidays) after the date of mailing/ dispatch and in case the communication is made by facsimile transmission or email, on business date immediately after the date of successful facsimile/email transmission (that is, the sender has a hard copy of a confirm/ bidderati on page evidencing that the facsimile was completed in full to the correct fax number or email sent to correct email address) .

Any Party may change the address, email address and fax number to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided in this section. Bidder needs to provide accurate and upto date address and contact information all the important persons in the its organisation during and after the RFP process.

7.4. Force Majeure

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

For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Firm/ bidder and not involving the Firm/ bidder's fault or negligence and not foreseeable.

If a Force Majeure situation arises, the Firm/ bidder shall promptly notify the Bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the Firm/ bidder shall continue to perform Firm/ bidder's obligations under this Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the Firm/ bidder shall hold consultations in an endeavour to find a solution to the problem.

7.5. Assignment

The Firm/ bidder agrees that it shall not be entitled to assign any or all of its rights and or obligations under this RFP and subsequent Agreement to any entity including the Firm/ bidder's affiliate without the prior written consent of the Bank.

If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this RFP along with the subsequent Addendums published shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Firm/ bidder under this RFP.

7.6. Waiver

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this RFP document or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this RFP document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

7.7. Termination

The Bank shall have the option to terminate subsequent agreement and/ or any particular order, in whole or in part by giving Firm/ bidder at least 30 days prior notice in writing. It is clarified that the Firm/ bidder shall not terminate this RFP & the subsequent Agreement for convenience, however exemption may be

allowed to successful bidder in situation like bankruptcy, insolvency, or liquidation or severe financial distress; on discretion of Bank.

However, the Bank will be entitled to terminate this RFP and any subsequent agreement, if Firm/ bidder breaches any of its obligations set forth in this RFP and any subsequent agreement and

- Such breach is not cured within forty five (45) Days after Bank gives written notice; or
- If such breach is not of the type that could be cured within forty five (45) Days, failure by Firm/ bidder to provide Bank, within forty five (45) Days, with a reasonable plan to cure such breach, which is acceptable to the Bank.

The Bank reserves the right to cancel the contract of the selected Bidder /s and recover expenditure incurred by the Bank on the following circumstances:

- The selected Bidder /s commit a breach of any of the terms and conditions of the bid / contract.
- The Bidder /s go into liquidation voluntarily or otherwise.
- An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid.
- The progress regarding execution of the contract, made by the selected Bidder /s is found to be unsatisfactory.
- If deductions on account of Penalty exceeds more than 10% of the total contract price.
- Supply of sub standard material shall lead to cancellation of order. The Bank reserves its right to cancel the order in the event of delay in delivery / installation / commissioning of equipment and charge liquidated damages for the delay.
- After the award of the contract, if the selected Bidder /s do not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected Bidder /s is bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.

The Bank reserves the right to recover any dues payable by the selected Bidder /s from any amount outstanding to the credit of the selected Bidder /s, including the pending bills and / or invoking Bank Guarantee, if any, under this contract or any other contract / order.

The Firm/ bidder understands the strategic importance of this Assignment and that it would require tremendous commitment of technical resources for the same from the Firm/ bidder for the tenure of this RFP and subsequent Agreement. The Parties therefore agree and undertake that an exit at any point in time resulting due to expiry or termination of this RFP and subsequent Agreement for any reason whatsoever would be a slow process over a period of three (3) months, after the completion of the notice period of three (3) months. During this period, the Firm/ bidder shall continue to provide the Deliverables and the Services in accordance with this RFP and subsequent Agreement and shall maintain the agreed Service levels.

Immediately upon the date of expiration or termination of the RFP and subsequent Agreement, the Bank shall have no further obligation to pay any fees for any periods commencing on or after such date.

Without prejudice to the rights of the Parties, upon termination or expiry of this RFP and subsequent Agreement, the Bank shall pay to Firm/ bidder, within thirty (30) days of such termination or expiry, of the following:

- All the undisputed fees outstanding till the date of termination;
- Upon the termination or expiry of this RFP and subsequent Agreement: The rights granted to the Firm/ bidder shall immediately be terminated.
- Upon the Bank's request in writing, the Firm/ bidder shall be under an obligation to transfer to the Bank or its designee(s) the Deliverables being used by the Firm/ bidder to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

7.8. Publicity: Any publicity by the Firm/ bidder in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

7.9. Solicitation of Employees

The Firm/ bidder during the term of the contract shall not without the express written consent of the Bank, directly or indirectly: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.

7.10. Inspection of Records

All Firm/ bidder records with respect to any matters covered by this RFP shall be made available to auditors and or inspecting officials of the Bank and/or the Central Bank of the UAE and/or any regulatory authority, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. The said records are subject to examination accordingly.

7.11. Compliance with Laws

The Firm/ bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all the prevailing laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this RFP and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. Compliance with all applicable laws shall be limited to laws which are directly/ indirectly affecting Bank's business due to the services provided as part of this RFP. However statutory compliance for providing the service mentioned in the RFP needs to be carried out by the Firm/ bidder.

The Firm/ bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this assignment or for the conduct of their own business under any applicable Law, the Government Regulation/Guidelines and shall keep the same valid and in force during the term of the assignment, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the Firm/ bidder.

The Firm/ bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity shall exclude indirect, consequential and incidental damages.

7.12. Order Cancellation

The Bank will provide the selected Firm/ bidder a remedy period of 30 days to rectify a default or given situation. The Bank will provide in writing the nature of the default to the selected Firm/ bidder through a letter or mail correspondence. The 30 day time period will commence from the day the Bank has sent such correspondence to the selected Firm/ bidder.

The Bank reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:

- Delay in implementation beyond the specified period that is agreed in the contract that will be signed with the successful Firm/ bidder.
- Discrepancy in the quality of service/ security expected during the implementation, rollout and subsequent maintenance process.
- Failure of the Firm/ bidder make good the situation within the remedy period
- The selected Firm/ bidder commits a breach of any of the terms and conditions of the RFP/ contract.
- The selected Firm/ bidder becomes insolvent or goes into liquidation voluntarily or otherwise
- An attachment is levied or continues to be levied for a period of 7 days upon effects of the tender.

7.13. Indemnity

The Firm/ bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

- The Bank's authorized/ bona fide use of the Deliverables and /or the Services provided by the Firm/ bidder under this RFP; and/or
- an act or omission of the Firm/ bidder and/or its employees, in performance of the obligations under this RFP; and/or
- claims made by employees who are deployed by the Firm/ bidder, against the Bank; and/or claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Firm/ bidder to its employees
- breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Firm/ bidder under this RFP; and/or
- any or all Deliverables or Services infringing any patent, trade marks, copyrights or such other Intellectual Property Rights; and/or breach of confidentiality obligations of the Firm/ bidder contained in this RFP; and/or
- Negligence or gross misconduct attributable to the Firm/ bidder or its employees.

Indemnity would cover damages, loss or liabilities actually suffered by the Bank arising out of claims made by customer and / or regulatory authorities for reasons attributable to breach of obligations under this RFP and subsequent agreement by the Firm/ bidder which is limited to the contract value /total fee quote.

In the event of bidder not fulfilling its obligations under this clause within the period specified in the notice issued by the BOB, Bank has the right to recover the amounts due to it under this provision from any amount payable to the successful bidder under this project.

The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this RFP / subsequent agreement.

7.14. Corrupt and Fraudulent Practices

It is required that Firm/ bidders/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of relevant UAE regulations and underlying UAE laws against corrupt and fraudulent practices.

The Bank reserves the right to reject a proposal for award if it determines that the Firm/ bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank reserves the right to declare a Firm/ bidder ineligible, either indefinitely or for a stated period of time as per the Bank's discretion, to be awarded a contract if at any time it determines that the Firm/ bidder has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

7.15. Violation of Terms

The Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Firm/ bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

7.16. Authorized Signatory

The selected Firm/ bidder shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The selected Firm/ bidder shall submit, at the time of signing the contract, a letter signed by all the partners, authorizing an official or officials of the

Firm/ bidder or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The Firm/ bidders shall furnish proof of signature identification for above purposes as required by the Bank.

7.17. Non-Disclosure Agreement

The selected Firm/ bidder shall execute a Non-Disclosure Agreement (NDA) and Service level agreement (SLA). The selected Firm/ bidder shall execute the NDA & SLA within 30 days from the date of acceptance of letter of appointment. The confidentiality obligations shall survive the expiry or termination of the agreement between the Firm/ bidder and the Bank. All the Bank terms/ conditions listed in this RFP document or in the terms and conditions of Agreement is binding to the successful bidder. SLA will be duly vetted by the Bank and further clauses may also be added with respect to performance metrics, service level etc.

Bidders must maintain the confidentiality of all proprietary or sensitive information obtained during the RFP process/ contract term and after its termination also.

7.18. Right to Reject Proposals

The Bank reserves the absolute and unconditional right to reject the response to this RFP if it is not in accordance with its requirements and no correspondence will be entertained by the Bank in the matter. Proposals received from Respondents are liable to be rejected if:

- It is not in conformity with the instructions mentioned in the RFP document.
- It is not properly or duly signed.
- It is received through e mail / fax.
- It is received after expiry of the due date and time.
- It is incomplete including non- furnishing the required documents.
- It is evasive or contains incorrect information.
- There is canvassing of any kind.
- It is submitted anywhere other than the place mentioned in the RFP.

7.19. Limitation of Liability

- The Firm/ bidder's aggregate liability, in connection with obligations undertaken as a part of this Assignment, whether arising under this assignment regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), other than the circumstances mentioned in the Para 2 of this clause, shall be limited to the total contract value/total bidding value.
- The Firm/ bidder's liability in case of claims against the Bank resulting from its wilful misconduct or gross negligence, or loss suffered by Bank due to damage to real or tangible or intangible property by Service Provider, its employees and/ or subcontractors or loss suffered by Bank, due to infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations committed by the Firm/ bidder shall be actual.
- Under no circumstances, Bank shall be liable to the Firm/ bidder for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if Bank has been advised of the possibility of such damages.

7.20. RFP Postponement / Cancellation / Rejection

Bank of Baroda may, at its sole and absolute discretion, reject any and all, or parts of any and all, proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in any proposals received as a result of this RFP.

7.21. Penalty

If the selected Bidder fails to complete the due performance of the contract in accordance to the specifications and conditions agreed during the final contract negotiation, the Bank reserves the right either to cancel the contract or to accept performance already made by the Bidder. The Bank reserves the right to recover an amount equal to 10% of the contract value.

Both the Penalty and Performance Guarantee are independent of each other and are applicable separately and concurrently. Penalty is not applicable for reasons attributable to the Bank and Force Majeure.

7.22. Sub-Contracting

Any type of formation of consortium, sub-contracting and joint assignments will not be allowed/ considered for the submission of the proposal. Such proposals will be disqualified. Any sub- contracting or assignment should not be done without the prior permission of bank

7.23 Intellectual Property Rights

Neither Party acquires any rights to the other Party's patents, copyrights or other intellectual property under this Agreement except the limited rights necessary to perform its obligations under this Agreement. Neither Party may use any marks of the other Party without prior written consent.

8. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, contractors, representatives, agents, and advisors disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incident al thereto) or damage, (Whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisors.

Annexure 01: Guidelines for Submission Details for RFP process

Following document annexure should be provided invariably by the bidder for Eligibility and technical/ commercial evaluation (All documents should be signed by authorized representative of bidder)

Section #	Section Heading	Performa	Categorization
1	Covering letter: Certifying compliance of Eligibility Criteria	Annexure 2	Technical Proposal: Envelop-2
2	Authorisation Letter for Submitting/ Signing BID documents	Annexure 3	Eligibility Proposal: Envelop-1
3	Eligibility: General and Technical	Annexure 4	Eligibility Proposal: Envelop-1
4	Technical Evaluation	Annexure 5	Technical Proposal: Envelop-2
5	Commercial / Financial Proposal	Annexure 6	Commercial Proposal Envelop-3
6	Evaluation Criteria	Annexure 7	Technical Proposal: Envelop-2
7	Approach, Methodology and Work Plan	Annexure 8	Technical Proposal: Envelop-2
8	Team Profile	Annexure 9	Technical Proposal: Envelop-2
9	Proposed List of Key Personnel	Annexure 10	Technical Proposal: Envelop-2
10	Declaration/Undertaking	Annexure 11	Technical Proposal: Envelop-2
11	Declaration for Conformity with Hardcopy Letter	Annexure 12	Technical Proposal: Envelop-2
12	Conformity Letter	Annexure 13	Technical Proposal: Envelop-2
13	Reference Site Details	Annexure 14	Technical Proposal: Envelop-2
14	Letter of Undertaking from OEM (If applicable)	Annexure 15	Technical Proposal: Envelop-2
15	Pre-Bid Queries Form	Annexure 16	
16	Undertaking for Information Security	Annexure 17	Technical Proposal: Envelop-2
17	Cyber Security Controls for Service Provider	Annexure 18	
18	General & Functional Evaluation	Annexure 19	Technical Proposal: Envelop-2
19	Technical Evaluation	Annexure 20	Technical Proposal: Envelop-2

Annexure 2: Covering letter: Certifying compliance of Eligibility Criteria

Date:

To

The RFP Co-ordinator
Bank of Baroda – UAE

Sub: Selection of Service Provider/ Vendor to procure 9 Multi-Functional Machines & 7 Cash Dispensers

Having examined the above RFP including all Annexure, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to undertake the services in conformity with the said RFP in accordance with the Prices indicated in the Commercial Offer and made part of this Bid.

If our Offer is accepted, we undertake to provide required service as a service provider firm/ bidder as per the timelines defined by the Bank from the date of commencement of services.

We agree to abide by this offer till 180 days from the date of Financial Proposal opening and our offer shall remain binding upon us and may be accepted by the Bank any time before expiry of that period.

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

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

We confirm that our Firm has not been black listed/ debarred by any Government Financial Institutions/Banks/ CBUAE/ ICAI / Government/ Semi-Government departments/ PSU's in India/ Reserve Bank of India (RBI) or any other authority in UAE.

We confirm that our Firm do not have any pecuniary liability nor any judicial proceedings or any restraint restricting us and we are also eligible as per parameters listed by the Bank in fulfilling the services.

We understand that the Bank is not bound to accept the offer and the Bank has right to reject the offer in full or part without assigning any reasons, whatsoever.

Signature of the Authorized Signatory

Name:

Designation:

Name of the Firm/ bidder:

Address:

Annexure 3- Authorisation Letter for Submitting/ Signing BID documents

To,

Date

The RFP Co-ordinator
Bank of Baroda – UAE

SUB: Authorization Letter for submitting bid documents.

This has reference to your above RFP for **Selection of Service Provider/ Vendor to procure 9 Multi-Functional Machines & 7 Cash Dispensers**

Mr / Ms..... is hereby authorized to submit the bid documents and to sign the contract on behalf of our organization for all the services required by the Bank as called for vide the Bank's request for proposal vide above referred RFP on behalf of our organization. We confirm/ bidder that the person so authorized above has digital signatures and confirm/ bidder that all the prices quoted by him shall be binding on us. He/ She is also authorized to take decisions on behalf of the firm/ bidder till RFP process is completed.

We hereby extend our full guarantee and warranty as per Clauses of Contract for the goods and services offered for supply by the Firm/ bidder against this RFP.

The specimen signature is attested below:

Specimen signature of the Representative

Signature of the Authorizing Authority

Name of the Authorizing Authority

Note:

- 1) This letter of authority should be on the letterhead of the principal on whose behalf the proposal is submitted and should be signed by a person competent. It should be included by the Firm/ bidder in its proposal

Annexure 4- Eligibility: General and Technical

4.1 General Eligibility Criteria:

Sl.	Details	Support Documents to be submitted
1	The Bidder should have a valid a licensed of UAE issued by authorities of respective jurisdiction in which it is registered.	Copy of Trade License
2	The Bidder Firm/ bidder should have sound reputation and there should be no adverse remark against the firm/ bidder with the Regulators/ Statutory Authorities in India and UAE/ Various Law Enforcing Agencies in India and UAE.	A Suitable undertaking/ declaration should be submitted by the bidder to this effect.
3	The firm/ bidder should have in depth knowledge of the Statutory and Regulatory guidelines of the Central Bank of UAE and Reserve bank of India.	Profile of the firm/ bidder/Partners (elaborating credentials, past experience, name of Banks/other financial institutions for which similar type of solutions/ hardware have been provided).
4	The firm/ bidder should have sufficient number of qualified staff, Management, Qualified Assistants support staff having technical knowledge and resources including but not allotted task is conducted smoothly and within the timelines stipulated by the Bank.	Profile of the firm/ bidder/Partners elaborating credentials, past experience, name of Banks/other financial institutions for which similar type of solutions/ hardware have been provided)
5	The Bidder should have experience in Installation and maintenance of similar type of machines in Banks/ Financial entities) operating in the UAE.	Letter of engagement/ suitable references be submitted.
6	The Bidder should have experience in delivering/ integrating the solution in these machines in Banks/ Financial entities) operating in the UAE.	Letter of engagement/ suitable references be submitted.
7	The Bidder firm/ bidder should not have been black listed/ debarred by any Government /Financial Institutions/ Banks/ CBUAE / Ministry of Interior, UAE/ Government.	A self-declaration on the Bidder's letter head
8	The Bidder should not be owned or controlled by any Director or Employee of Bank of Baroda, both present and those who have retired in the last two years, or by any of their relatives. Further, the Bidder shall not engage any of the foregoing persons as partners, employees or contractors for any work whether connected with the "Assignment/ Job/ Engagement" nor shall they benefit directly or indirectly from the "Assignment/ Job/ Engagement" in any manner.	A self-declaration on the Bidder's letter head with location.
9	Availability of dedicated resource as support function after implementation of application/software.	A Self-declaration / details of resource available for support function from the bidder
10	The Bidder must have financial turnover of AED 300,000 for last 3 years	Copy of Audited Balance Sheet and P& L Statements for three financial years (Audited if applicable else certified by a Chartered Accountant)
11	The net worth of the Bidder shall be positive for at least for one year within 3 year period.	Copy of the audited balance sheet and P&L Statement of the company for the last two financial years showing the same is to be submitted

		(Audited if applicable else certified by a Chartered Accountant)
12	<p>The bidder should be the Original Equipment Manufacturer (OEM) or their authorized representative in UAE.</p> <p>In case the bidder is an authorized representative of the OEM, an authorization letter from OEM to this effect must be furnished. This letter of undertaking must specify that in case authorized representative is not able to perform obligations as per contract during contract period, the OEM would perform all the obligations on behalf of bidder as spelt out in the RFP and Agreement executed by the authorized representative subsequently.</p>	<p>Manufacturer / OEM's Authorization Letter as per Annexure-15</p>

The Bank reserve the right to, if warranted, modify/change some/any of the eligibility criteria for applicants during the selection of bidders on a case-to-case basis. The bank may also ask for additional documents during the evaluation as per its discretion. The Eligibility Criteria shall be submitted duly signed by the Authorized signatory.

Cut-off date for eligibility criteria is the Date of Publication of RFP.

Yours faithfully,

Authorized Signatories (Name, Designation and Seal of the Company)

Annexure - 5: Technical Evaluation

To,

Date:

The RFP Co-ordinator
Bank of Baroda – UAE

Dear Sir,

Sub: Selection of Service Provider/ Vendor Selection of Service Provider/ Vendor to procure 9 Multi-Functional Machines & 7 Cash Dispensers

Having examined the above RFP including all Annexure, the undersigned submit the required information, supporting documents and self-assessment for technical evaluation.

Name of the company:

Registered Address:

No.	Particulars	Maximum Eligible Marks for evaluation	Vendors Self - Assessment Score
1	Overall Profile & Past Experience & General/ Functional evaluation of the firm/ bidder		
1.1	Functional, and General Evaluation will be done as per <u>Annexure 19.</u>	35	
1.2	Participation in similar ATM Installation and & Integration Projects (Y/ N)	10	
1.3	Local Support available in UAE (Y/ N)	5	
2	Technical Presentation & Demo		
2.1	<u>Technical presentation</u> will be evaluated on the following parameters and as per <u>Annexure 20:</u> i. Proposed Solution ii. IT architecture and approach & methodology iii. Resource Planning iv. Project Governance and Project Team v. Future Scalability	40	
2.2	<u>Product Demonstration</u> Demonstration of in-depth understanding of the Bank's project technical and functional requirements. Major Criteria for demonstration (but not limited to) given in RFP documents and prevailing similar functionalities in the market.	10	
	Total	100	

Certificate of registration with authority in UAE, Copy of Trade License, Certificates of Partners / Full time qualified employees are attached herewith.

Experience – Experience of Firm/ bidder or any partner of reviewing any Commercial Banks in the area of Risk Management, Compliance and Governance aspects, in GCC	
Bank & Branch	From – To Date
1	
2	

Engagement letter received from Bank is attached herewith.

Signature of the Authorized Signatory

Name:

Designation:

Name of the Firm/ bidder:

Address:

Annexure 6: Commercial / Financial Proposal

S No	Item Description	Qty (A)	Per Machine Cost (In AED) (B)	VAT (C)	Total Cost (in AED) (D=A*(B+C))
1	Cost of Full Function Machine	9	X*	XX*	XXX*
2	Cost of Cash Dispenser (Front Loading)	3	X*	XX*	XXX*
3	Cost of Cash Dispenser (Back Loading)	4	X*	XX*	XXX*
4	Software Component Subscription Cost Per Year (if any) for all existing components used in our machines	16	X*	XX*	XXX*
5	One time installation Cost (if any)	16	X*	XX*	XXX*
6	Buy Back of old machines	16	X*	XX*	XXX*
7	Total Cost Ownership (Inclusive of all taxes) (7=1+2+3+4+5+6)				XXXX*
Total Cost of Ownership (in words) "XXXX*/- " AED only					XXXX*

* X- Actual amount to be provided.

We abide by following terms and conditions

- All prices to be quoted in Dirham (AED) only and should be inclusive of all taxes, duties, levies etc.
- The Price quoted for machines should include all necessary components, software & accessories with 1 years warranty. The commercial proposals should covers the comprehensive support for the entire contract period, repairs, replacements, upgrades (hardware and software in lieu of end-of-life), patching and fixing any issues for the entire contract period (5+2 year). The total cost should also include the charges for freight, forwarding, delivery, installation, transit insurance charges till installation, transportation, configuration /reconfiguration, Integration, Migration, Implementation, Training and Maintenance of Cash Dispenser/ Full Function Machines etc.
- Price Bid should comprise values only up to 2 decimal places. For the evaluation purpose, Bank will consider values only up to 2 decimal places for all calculations & ignore all figures beyond 2 decimal places.
- In case of discrepancy between figures and words, the amount in words shall prevail. The Bidder has to make sure all the arithmetical calculations are accurate and Bank should not be held responsible for any incorrect calculations. However for the purpose of calculation, Bank will take the corrected figures / cost. The Price Bid submitted with an adjustable quote will be treated as non-responsive and Bid will be rejected
- Bidder should provide the commercial for every line items where the Bidder has considered the cost as per aforementioned format. Any extra components/ item/service if required for fulfilling the scope, the bidder is required to factor the same in above mentioned line items only.
- If the cost for any line item is indicated as zero / blank then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
- Successful bidder has to submit the OEM support certificate for all Products, Hardware and Software for releasing the payment. Bank will not release the payment until certificate from OEM is provided.
- All payments will be released as per the payment terms on submission of invoices along with all supporting documents duly stamped and signed by Project Managers of the successful bidder and Bank officials. Bank will deduct applicable tax, if any, as per the law of the land.
- The Bidder should ensure that the Hardware/Software proposed by them should not become End-of-support in next 5 plus 2 years.
- It is the responsibility of the Bidder to change or upgrade the hardware/software for ensuring the compliance to statutory, regulatory guidelines from Central Bank, ICP etc. at no extra cost to the Bank.
- Bank reserves the right to disqualify the Bidder in case of any deviation observed in the commercial Bid.
- AMC rate for the contract period (5+2 year) is fixed at 10% and no extra charge will be added in the AMC rate without prior approval from Bank. For any other additional charge in AMC of machine

which are related to regulatory in nature prior approval to be taken from the Bank and Bank has full discretion on allowing these charges.

- m) AMC will cover all the maintenance for the contractual period which includes but not limited to hardware support, maintenance and it's repair/replacement as applicable on case to case basis and software support which includes upgradation / addition of any new software for contractual services as per the Bank's requirement.
- n) We hereby undertake to comply with the secrecy provision pursuant to provision of applicable laws to the bank. Further, we confirm that we will abide by all the terms and conditions mentioned above & in the tender document.
- o) The payment is subject to deployment/implementation of all functionalities as mentioned above in the price bid format and RFP scope. In case any functionality as specified above is not implemented, no part payment under any line item will be made.
- p) The bank may or may not place order for the quantity for which rate is obtained. Or interchange some of the machine model when actual PO is being issued.
- q) Bank shall place order during the contract period as when required/quantity required.
- r) The selected bidder has to submit Installation report/Sign off report duly signed by the Bank Officials/Merchants in original while claiming payment. The invoice and installation report should contain the product serial number of the items supplied
- s) The ownership of the ATM/ Full Function machine and software components will be to the Bank once it is being delivered and installed

Signature of the Authorized Signatory

Name:

Designation:

Name of the Firm/ bidder:

Address:

Annexure 7 – Evaluation Criteria

A two-stage process is adopted for selection of the bidder:

- Eligibility and Technical Evaluation
- Techno-Commercial Evaluation

The technical evaluation will be carried out only for the qualified bidders in the eligibility criteria. Bidder who have qualified the eligibility criteria will be called for Demo as part of Technical evaluation to showcase the features of machines and compatibility to integrate with our Bank's system and fulfilment of other evaluation criteria, the bidder will be shortlisted for commercial evaluation.

During evaluation, the Bank, at its discretion, may ask Bidder for clarification with respect to the bid. The request for clarification and the response shall be online and no change in the substance of the tender shall be sought, offered or permitted. The Bank reserves the right to accept or reject the bid in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and bidding on all the Bidders to this document and Bank will not entertain any correspondence in this regard.

i) Technical/General Evaluation

Pre-qualification / eligibility criteria for the bidder to qualify this stage is clearly mentioned in the RFP document. The Bidder would need to provide supporting documents as part of the eligibility proof as mentioned in Annexure 4. All dates if not specified to be applicable from the date of the RFP. For technical evaluation details should be provided as per Annexure 5

ii) Techno-Commercial Evaluation

Evaluation will be a techno commercial and accordingly the technical evaluation will have 80% weightage and Commercial evaluation shall have 20% weightage. These weightages shall be taken into consideration for arriving at the Successful Firm/ bidders. The evaluation methodologies vis-a-vis the weightages are as under:

Score will be calculated for all technically qualified bidder using the following formula:

$$S = (T/T \text{ High} \times 80) + (C \text{ Low}/C \times 20)$$

Where:

S = Score of the Firm/ bidder

T = Technical score of the Firm/ bidder

T High = Highest Technical score among the bidder

C Low = Lowest Quote among the bidder

C = Quote as provided by the Firm/ bidder (please refer to Annexure 6)

The Firm/ bidder securing the highest score becomes the successful Firm/ bidder.

For example – There are three bidders A, B and C.

Technical score will be arrived at treating the marks of the bidder scoring the highest marks (A) in technical evaluation as 100. Technical score for other bidders (B, C, etc.) will be computed using the formula Marks of B / Marks of highest scorer A * 100.

Similarly Commercial Score of all technically cleared bidders will be arrived at taking the cost quoted by L1 bidder i.e., the lowest quote from all technically qualified bidders (say C) as 100. Marks for other bidders will be calculated using the formula Commercial Score = Cost of L1 bidder / Cost quoted by bidder * 100.

A "Combined score" will be arrived at, taking into account both marks scored through Technical

Proposal evaluation and the nominal commercial quotes with a weightage of 80% for the Technical Proposal and 20% for the Financial Proposal as described below.

Sr. No.	Bidder	Technical Evaluation Marks (T)	Nominal Bid Price in AED	Technical Score	Commercial Score	Combined Score (out of 100)
1	A	95	71	$95/95 \times 80 = 80.0$	$60/71 \times 20 = 16.9$	$80.0 + 16.9 = 96.9$
2	B	85	65	$85/95 \times 80 = 71.6$	$60/65 \times 20 = 18.5$	$71.6 + 18.5 = 90.1$

3	C	90	60	$90/95 \times 80 = 75.8$	$60/60 \times 20 = 20.0$	$75.8 + 20.0 = 95.8$
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The combined score is arrived at by adding Technical Score and Commercial Score. The successful bidder will be the one who has highest Combined Score

The decision of the Bank shall be final and binding on all the bidders to this document. The Bank reserves the right to accept or reject an offer without assigning any reason whatsoever. The bidder is expected not to add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification

We confirm that our Firm understand the evaluation process of the Bank and has right to reject the offer in full or part without assigning any reasons

Signature of the Authorized Signatory

Name:

Designation:

Name of the Firm/ bidder:

Address:

Annexure 8 –Approach, Methodology and Work Plan

The Firm/ bidder should submit the Approach, Methodology and work plan in one integrated document for each area of work mentioned in the scope. It should highlight the proposed approach and methodology for delivery of the assignment proposed given the understanding of the Bank. Team structure and staffing pattern should be highlighted clearly in the light of the Bank's stipulation for deploying an experienced team with the requisite skill sets to deliver the scope of the assignment.

The project scope is as defined in the RFP. The work order for the specific areas requiring consultancy services shall be issued to any of the firm/ bidders duly selected from this process from time to time as per the requirement of the bank.

Annexure 9 – Team Profile

Profile of Proposed Team Leader and Top 5 team members

Name	
Present Designation	
Qualifications	
Nationality	
Present Location	
Total Work experience	
Language proficiency	
Areas of expertise relevant to the RFP	
Role in the proposed assignment	
Tasks assigned	

We hereby acknowledge that the information provided by us is true and to the best of our knowledge.

Signature of the Authorized Signatory

Name:

Designation:

Name of the Firm/ bidder:

Address:

In each of the scope listed, if more than one professional is available then the indicative profile of each of such professional should be furnished.

Annexure 10 – Proposed List of Key Personnel

The list should include the team leader and key team members with their proposed role in the assignment

Sr. No.	Name	Age	Qualification	Present Location	Experience relevant to RFP	Proposed role in the Assignment

A list of key personnel to be deployed for the assignment to be furnished with details as per the table above.

The Bank shall reserve the right to seek the change of resource personnel in case on need.

Signature of the Authorized Signatory

Name:

Designation:

Annexure 11 – Undertaking

(This letter should be on the letterhead of the bidder duly signed by an authorized signatory)

To

The RFP Co-ordinator
Bank of Baroda – UAE

Sir,

Sub: RFP for – Selection of Service Provider/ Vendor to procure 9 Multi-Functional Machines & 7 Cash Dispensers

Having examined the RFPs including all Annexure and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement and commission ALL the terms mentioned in the Request for Proposal” and the other schedules of requirements and services for Bank of Baroda in conformity with the said RFPs in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.

- 1) If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the RFP.
- 2) We agree to abide by this Financial Proposal for 180 days from the date of the Financial Bid opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
- 3) This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
- 4) We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.
- 5) We certify that we have provided all the information requested by the Bank in the format requested for. We also understand that the Bank has the exclusive right to reject this offer in case the Bank is of the opinion that the required information is not provided or is provided in a different format.

Dated this.....by20

Yours faithfully,

Signature of the Authorized Signatory

Name:

Designation:

Name of the Firm/ bidder:

Address:

Annexure 12 – Declaration for Conformity with Hardcopy Letter

(This letter should be on the letterhead of the bidder duly signed by an authorized signatory)

To

The RFP Co-ordinator
Bank of Baroda – UAE

Sir,

Sub: RFP for – Selection of Service Provider/ Vendor to procure 9 Multi-Functional Machines & 7 Cash Dispensers

Further to our proposal dated, in response to the Request for Proposal (Bank's tender No. here in after referred to as "**RFP**") issued by Bank of Baroda ("**Bank**") we hereby covenant, warrant and confirm/ bidder as follows:

The soft-copies of the proposal submitted by us in response to the RFP and the related addendums and other documents including the changes made to the original RFPs issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal submitted by us, in all respects.

Yours faithfully,

Signature of the Authorized Signatory

Name:

Designation:

Name of the Firm/ bidder:

Address:

Annexure 13 –Conformity Letter

(This letter should be on the letterhead of the bidder duly signed by an authorized signatory)

To

The RFP Co-ordinator
Bank of Baroda – UAE

Sir,

Sub: RFP for – Selection of Service Provider/ Vendor to procure 9 Multi-Functional Machines & 7 Cash Dispensers

Further to our proposal dated, in response to the Request for Proposal (Bank's tender No. hereinafter referred to as "RFP") issued by Bank of Baroda ("Bank") we hereby covenant, warrant and confirm/ bidder as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original RFPs issued by the Bank shall form a valid and binding part of the aforesaid RFP document. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Signature of the Authorized Signatory

Name:

Designation:

Name of the Firm/ bidder:

Address:

Annexure 14: Reference Site Details

The reference sites submitted must be necessarily of those Banks/companies where the bidder has been awarded the contract prior to date of issuance of this RFP _____. For those references where the offered solution is accepted but implementation is not started, the acceptance should be valid as on the as date for submission of bids at Bank of Baroda.

Please provide reference details in the format defined below:

Particulars	Response
Name of the Bank/Financial institution	
Country of Operation	
Address of the Organization	
Name of the contact person for reference	
Phone No of contact person	
Email ID of contact person	
Project Details	
Date of commencement of Project	
Date of completion of Project (if completed)	
Status(Completed/In progress)	
Scope of Work for Solution	
Value of Contract (in Rs Cr)	

(Enclose necessary documentary proof)

*Provide information in respect of at least 1 major customer who fulfils the qualification criteria. References may be enclosed from the customers.

Place:

Date:

Signature:

Name & Designation:

Business Address:

Annexure 15: Letter of Undertaking from OEM

(This letter should be on the letterhead of the OEM / Manufacturer duly signed by an authorized signatory)

To,
The RFP Co-ordinator
Bank of Baroda – UAE

Sir,

Sub: RFP for – Selection of Service Provider/ Vendor to procure 9 Multi-Functional Machines & 7 Cash Dispensers

We, M/S _____ (Name of OEM), who are the Original Equipment Manufacturers of _____ (Make & Model No.) of Cash Dispenser & Multi-Function Machines having our manufacturing factories / plants in _____ (Name of Countries from where the offered product will be sourced) do hereby authorize M/s _____ (Name and address of Authorized Representative) to submit a bid, and sign the contract with you for the supply, installation and maintenance of the above mentioned goods manufactured by us against the above Request For Proposal (RFP).

We hereby extend our full guarantee and warranty for the solution, products and services offered by our authorized representative in UAE, named above, against this Bid Invitation. We also undertake to provide any or all of the following materials, notifications, and information pertaining to the products manufactured by us and distributed by our authorized representative in UAE –

Such Products as the Bank may opt to purchase from our authorized representative in UAE, provided, that this option shall not relieve our authorized representative in UAE of any warranty obligations under the Contract; and

In the event of termination of production of such Products –

Advance notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and

Following such termination, furnishing at no cost to the Bank, the blueprints, design documents, operations manuals, standards, and specifications of the Products, if requested.

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

We hereby extend our full comprehensive guarantee and warranty as per Conditions of Contract for the goods and services offered for supply by the above firm against this RFP. We also undertake that in the event of our authorized representative in UAE failing to perform its obligations under the Contract for supply, installation and maintenance of the above product and associated services for any reason whatsoever, we shall perform all the pending obligations as if the contract were between the Bank and us.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone#

Seal

Annexure 16: Pre-Bid Queries Form

(Please note that all pre-bid queries need to be send by email in excel format only)

Participating bidders may submit their queries pertaining to the bid.

- Subsequent changes/amendments made, based on the suggestions and clarifications as per pre-bid meeting shall be deemed to be a part of the RFP document.
- No Queries/Suggestions shall be entertained after pre-bid meeting.
- No oral or individual consultation shall be entertained.
- Non reply to any of the queries raised by the vendors during pre-bid Meeting shall NOT be considered as acceptance of the query/issue by the Bank.

Sr.No	Page#	Point /Section#	Category (Scope/Technical/Le gal/General)	Clarification points as stated in the tender document	Comment/Suggestion/Deviation
1					
2					
3					

Pre-Bid Queries shall be submitted on digital.uae@bankofbaroda.com as per this Annexure at least 2 days before the Pre-Bid meeting date

[You are requested to categorize your comments under appropriate headings such as those pertaining to the Scope of work, Approach, Workplan, Personnel schedule, Curriculum Vitae, Experience in related projects etc. and also not change any clause from the original RFP document. You are also requested to provide a reference of the page number, state the clarification point and the comment/suggestion/deviation that you propose as shown above.

Name of the Respondent:

Contact Person from Respondent in case of need

Name:

Tel No:

E-Mail ID:

Authorized Signatory Name:

Designation:

Bidder's Corporate Name:

Address

Email and Phone

Date:

Annexure 17: Undertaking/ Declaration from bidder to comply with the Information & Cyber Security Controls

(This letter should be on the letterhead of the Bidder duly signed by an authorized signatory)

To,
The RFP Co-ordinator
Bank of Baroda – UAE

Sir,

Sub: RFP for – Selection of Service Provider/ Vendor to procure 9 Multi-Functional Machines & 7 Cash Dispensers

Further to our proposal dated, in response to the Request for Proposal..... (Bank's tender No. hereinafter referred to as "RFP") issued by Bank of Baroda ("Bank") we hereby covenant, warrant and confirm as follows:

- We hereby agree to comply with the Information and cyber security controls given in the Annexure 18 - Information/Cyber-Security Measures/Controls for selected Service Provider (SP), on an ongoing basis and regulatory / legal guidelines and directives related to SP / outsourcing issued by regulators / legal entities from time to time. The SP shall provide access to the regulators, legal authorities, Bank and Bank appointed auditors for on-site/off-site supervision.
- We ensure that critical IT service are subjected to the annual IT audit / Technology risk assessment process by an independent professional agency as approved by the local government or regulator at no extra cost to the Bank
- We abide with all clauses mentioned in the Annexure 18 Cyber Security Controls which will be part of the NDA/SLA signed with the Bank at the time of award of contract.

Authorized Signatory
Name:
Designation:
Bidder's Corporate Name
Address
Email and Phone #

Annexure 18: Cyber Security Controls for Service Providers (SPs)

1. Preventing access of unauthorized software

- Put in place a mechanism to control installation of software/applications on endpoints. Also, put in place a mechanism to block/prevent and identify installation and running of unauthorized software/applications on such devices/systems.
- Continuously monitor the release of patches by various vendors / Original Equipment Manufacturers (OEMs), advisories issued by CERT-In and other similar agencies and expeditiously apply the security patches as per the patch management policy of the SP. If a patch/series of patches is/are released by the OEM/manufacturer/vendor for protection against well-known/well publicized/reported attacks exploiting the vulnerability patched, the SPs must have a mechanism to apply them expeditiously following an emergency patch management process.
- Have a clearly defined framework including requirements justifying the exception(s), duration of exception(s), process of granting exceptions, and authority for approving, authority for review of exceptions granted on a periodic basis by officer(s) preferably at senior levels who are well equipped to understand the business and technical context of the exception(s).

2. Environmental Controls

- Put in place appropriate controls for securing the physical location of critical assets, providing protection from natural and man-made threats.
- Put in place mechanisms for monitoring of breaches/compromises of environmental controls relating to temperature, water, smoke, access alarms and service availability alerts (power supply, telecommunication and servers) access logs, etc.

3. Network Management and Security

- Prepare and maintain an up-to-date network architecture diagram at the organization level including wired/wireless networks.
- Maintain an up-to-date/centralised inventory of authorized devices connected to SP's network (within/outside SP's premises) and authorized devices enabling the SP's network. The SP may consider implementing solutions to automate network discovery and management.
- Have mechanisms to identify authorized hardware/mobile devices like laptops, mobile phones, tablets, etc. and ensure that they are provided connectivity only when they meet the security requirements prescribed by the SP.
- Ensure that all the network devices are configured appropriately and periodically assessed to ensure that such configurations are securely maintained.
- The default passwords of all the network devices/systems should be changed after installation.
- The infrastructure of SP should be designed with adequate network separation controls.
- Have mechanism to automatically identify unauthorized device connections to the SP's network and block such connections.
- Boundary defences should be multi-layered with properly configured firewalls, proxies, De-Militarized Zone (DMZ) perimeter networks, and network-based IPS and IDS. Mechanism to filter both inbound and outbound traffic must be put in place.
- Establish Standard Operating Procedures (SOP) for all major IT activities including for connecting devices to the network.
- Put in place mechanism to detect and remedy any unusual activities in systems, servers, network devices and endpoints.
- Firewall rules shall be defined to block unidentified outbound connections, reverse TCP shells and other potential back door connections.

4. Secure Configuration

- Document and apply baseline security requirements/configurations to all categories of devices (end-points/workstations, mobile devices, operating systems, databases, applications, network devices, security devices, security systems etc.), throughout the lifecycle (from conception to deployment) and carryout reviews periodically,
- Periodically evaluate the configuration of all such devices (such as firewall, network switches, security devices, etc.) and patch levels for all systems in the SP's IT ecosystem.
- Disable remote connections from outside machines to the network hosting the solution.

- Ensure the software integrity of the related applications.

5. Application Security Life Cycle (ASLC)

- Incorporate/Ensure information security across all stages of application lifecycle.
- Secure coding practices must be implemented for internally /collaboratively developed applications.
- The development/test and production environments need to be properly segregated. The data used for development and testing should be appropriately masked.
- Software/Application development approach should be based on threat modeling, incorporate secure coding principles, security testing (based on global standards) and secure rollout.
- Ensure that adoption of new technologies is adequately evaluated for existing/evolving security threats and that the IT/security team of the SP achieve reasonable level of comfort and maturity with such technologies before introducing in the IT ecosystem.
- SP (Service Provider) shall certify any new products, updates, upgrades a shaving been developed following secure coding practices. The application architecture shall be tested to safeguard the confidentiality and integrity of data being stored, processed and transmitted. An assurance to this effect shall be shared with the bank as and when requested.
- In respect of critical business applications, SPs shall conduct source code audits by professionally competent personnel/service providers. They shall provide assurance to the bank that the application is free from embedded malicious/fraudulent code.
- The SPs shall ensure that their software/application development practices address common vulnerabilities highlighted in baselines such as Open Web Application Security Project (OWASP) proactively and adopt the principle of defence-in-depth to provide layered security mechanism.

6. Patch/Vulnerability and Change Management

- Follow a documented risk-based strategy for inventorying IT components that need to be patched, identification of patches and applying patches so as to minimize the number of vulnerable systems and the time window of vulnerability/exposure.
- Changes to business applications, supporting technology, service components and facilities should be managed using robust configuration management processes that ensure integrity of any changes thereto.
- Periodically conduct Application security testing of web/mobile applications throughout their lifecycle (pre-implementation, post implementation, after changes) in an environment closely resembling or a replica of the production environment.
- As a threat mitigation strategy, identify the root cause of incident and apply necessary patches to plug the vulnerabilities.
- Periodically evaluate the access device configurations and patch levels to ensure that all access points, nodes between (is) different VLANs in the Data Centre (ii) LAN/WAN interfaces (iii) SP's network to external network and interconnections with partner, vendor and service provider networks are securely configured.
- SPs should have a robust change management process in place to record/monitor all the changes that are moved/pushed into the production environment. Such a change management process must clearly mention the test cases chain of approving authority for the particular change, deployment plan and rollback plan.

7. User Access Control/Management

- Provide secure access to the SP's assets/services from within/outside the SP's network by protecting data/information at rest (e.g., using encryption if supported by the device) and in-transit (e.g. using technologies such as VPN or other standard secure protocols, etc.)
- Carefully protect access credentials such as logon user-id, authentication information and tokens, access profiles etc. against leakage/attacks.
- Implement controls to monitor and minimize invalid log on counts and deactivate dormant accounts.

- Implement a centralised authentication and authorisation system through an Identity and Access Management solution for accessing and administering applications, operating systems, databases, network and security devices/systems, point of connectivity (local/remote etc.) including enforcement of strong password policy, two-factor/multi-factor authentication depending on risk assessment, securing privileged accesses following the principle of least privileges and separation of duties.
- Access to critical servers, network and security devices/systems shall be provided through Privileged User Management Systems/Identity and Access Management systems.
- Monitor any abnormal change in pattern of login.
- Mechanism to monitor the database security events, backend access to the databases shall be put in place to ensure access to the database is restricted and the activities carried out through the back end are logged and reviewed.
- Trivial and/or default passwords shall not be used.

8. Data Leak prevention strategy

- Develop a comprehensive data loss/leakage prevention strategy to safeguard sensitive (including confidential) business and customer data/information.
- This shall include protecting data processed in end point devices, data in transmission, as well as data stored in servers and other digital stores, whether online or offline.

9. Audit Logs

- Enough care is to be taken to capture audit logs pertaining to user actions in a system. Such arrangements should facilitate forensic auditing, if need be.
- Implement and periodically validate settings for capturing of appropriate logs/audit trails of each device, system software and application software, ensuring that logs include sufficient information to uniquely identify the log for example by including a date, timestamp, source addresses, destination addresses, and various other useful elements of each packet and/or event and/or transaction.
- Logs generation from various devices/applications/database and capturing should always be automatic and by default.
- An alert mechanism should be set to monitor any change in the log settings.
- Manage and analyses audit logs in a systematic manner so as to detect, respond, understand or recover from an attack.

10. Incident Response and Management

- SPs must have a mechanism / resources to take appropriate action in case of any cyber security incident. They must have written incident response procedures including the roles of staff / outsourced staff handling such incidents; Response strategies shall consider readiness to meet various incident scenarios based on situational awareness and potential/post impact, consistent communication and coordination with stakeholders, including specifically the bank, during response.
- SP's BCP/DR capabilities shall adequately and effectively support the SP's cyber resilience objectives and should be so designed to enable the SP to recover rapidly from cyber-attacks/other incidents and safely resume critical operations aligned with recovery time objectives while ensuring security of processes and data is protected.
- SPs are responsible for meeting the requirements prescribed for incident management and BCP/DR even if their IT infrastructure, systems, applications etc. are managed by third party vendors/service providers. SPs shall have necessary arrangements, including a documented procedure for such purpose. This shall include, among other things, to inform the bank about any cyber security incident occurring in respect of the bank on timely basis to early mitigate the risk as well as to meet extant regulatory requirements.

11. Advanced Real-time Threat Defence and Management

- Build a robust defence against the installation, spread, and execution of malicious code at multiple points in the enterprise.
- Implement Anti-malware, Antivirus protection including behavioural detection systems for all categories of devices—endpoints, servers (operating systems, databases, applications etc.), Web/Internet gateways, email-gateways, Wireless networks etc. including tools and processes for centralized management and monitoring.

12. Vulnerability assessment and Penetration Test

- Periodically conduct Vulnerability Assessment/ Penetration Testing (VA/PT) of applications, servers and network components.
- The vulnerabilities detected are to be remedied promptly in terms of the SP's risk management/treatment framework so as to avoid exploitation of such vulnerabilities.
- The VAPT report(s) and compliance to its findings shall be shared with the bank/Reserve Bank of India as and when requested.

13. Forensics

- The SP shall have support/arrangement for network forensics/forensic investigation/DDOS mitigation services on stand-by.

14. Compliance with various standards/ guidelines

- The SP shall comply with the relevant standards including ISO27001, PCI-DSS and PA-DSS, as applicable to the IT ecosystem.
- Other Regulatory / bank's Information Security guidelines should also be complied invariably

15. IT Risk Management

- The SP shall carry out Information security/cyber security risk assessment and apply risk treatment measures on regular intervals.
- The SP shall put in appropriate cyber security measures in place and comply with the legal and regulatory guidelines and directives.
- The SP shall be subjected to the annual IT audit / Technology risk assessment process by an independent professional agency as approved by the local government or regulator.

Annexure 19: General & Functional Evaluation

Sr. No.	General & Functional Evaluation			Bidder Comments
1	Company Profile	Size of the company	Clear mentioning of company's strength in terms of number people on company's payroll	
		Geographical areas in which the company operates	Clear mentioning of the geographical areas in which the company operates	
		Organization Structure of the company (in UAE)	Clear and adequate mentioning (including graphically) the organization structure of the company's operation in the UAE	
		Business services that the company operates in	Clear mentioning of the business services in which company plays worldwide as well as in the UAE	
		Experience in the services of implementing Realtime Payment Systems and relevant validations Worldwide and UAE	Clear mentioning of bidder's experience in the services of implementing ATM / related validation/ verification solutions	
		Financial Strength	Clear mentioning of company profit and turnover for the year 2021, 2022 and 2023	
2	Customers	Customers worldwide	Inclusion of a list of key customers that the bidder had worldwide for ATM Deployment	
		Key customers in Realtime Payment Systems and relevant validations Worldwide and UAE	Inclusion of list of key customers that the bidder had for ATM Deployment	
		Customer appreciations in the specific services of Realtime Payment Systems and relevant validations Worldwide and UAE	Clear mentioning of any customer (worldwide) appreciations that the bidder received in the specific services in the filed	
		List of customers who have been customers for more than 3 years worldwide in the specific services of Realtime Payment Systems and relevant validations Worldwide and UAE	Inclusion of list of worldwide customers who have been bidder's clients for more than 3 years (maximum 25 customers)	

3	The Proposal	List of customers who have renewed the contract after the first term (maximum 25 customers) worldwide	Inclusion of list of worldwide customers in the proposal who have renewed the contract after the first term (maximum 25 customers)	
		Reference Details	Reference site/ client details to be provided as per Annexure 14	
		Tool(s) proposed	Clear mentioning of all the required the tools in addition to Projects and their versions, principal vendors in the proposal	
		Architecture proposed	Clear, unambiguous and practical solution architecture(s) proposed with their cost variance and security concerns	
			Clear mentioning of the integration requirements of the proposed solutions with existing BOB systems as mentioned in RFP document	
		Proposed Integration Requirements Documentation	Clear mentioning of documents that are to be provided by the bidder as part of project completion.	
		Partnership Details	Clear mentioning about the partnership relations that bidder has with various principal vendors	
		Clarity and unambiguity of the proposal	Overall clarity, unambiguity and quality of the proposal	
		Mentioning of clear and measurable value-adds	Mentioning of clear and measurable value-adds if any proposed	
		Project Timelines	Clear mentioning of the key milestones and the timelines of those milestones	
		Project Team	Clear mentioning of team members, their previous experience in the specific services related to ATM related services, their qualifications and availability to this project. Clear mentioning of requirements of personnel from BOB for activities like UAT, facilitating integration, etc.	
		Project Communication Plan	Clear mentioning of communication plan for proper control over the project. Communication shall include regular updates as well as escalations.	

4	Sustenance & Support	Life cycle and support	Clear mentioning of how bidder and the principal company will provide life cycle and support of the product for next 3 years years or tenure of the contract whichever is less	
		Knowledge Sharing	Clear mentioning on bidder's plans on knowledge sharing to help BOB staff	
		Tool maintenance & upgrade	Clear mentioning of bidder's plan maintenance of tools & upgrading to newer versions	
		Capacity Management	Clear mentioning of bidder's plan on managing the capacity of the solution in order to keep it to provide optimum performance for BOB assuming the growth of BOB assets <= 20%	
5	Site Visit	Site visit	Satisfaction with the site visit by the project team, in terms of meeting requirements similar to BOB's requirements.	
6	POC	Proof of Concept	Bidder's ability to demonstrate clearly the technical capability of vendor in installation and deploying the required software solutions	

Annexure 20: Technical Evaluation

	Full Function Machine	Cash Dispenser (Front Loading)	Cash Dispenser (Back Loading)
Brand of the Machine			
Original Equipment Manufacturer			
Model			

For Full Function Machines:

S. No.	Bank Requirements / Specifications	Bidder response / offering / specification	Compliance Yes / No	Remarks
1.	Processor & Hardware			
1.1.	Intel® I5 Processor min or above			
1.2.	8 GB DDR2 RAM or higher			
1.3.	2x1 TB IDE/SATA HDD (minimum)			
1.4.	USB ports			
1.5.	DVD Writer			
2.	Software			
2.1.	Application interface facilitating all admin, reconciliation, MVS and MIS functions			
2.2.	Microsoft Windows 10 Operating System or Higher with latest service packs			
2.3.	Software with CEN 3.0 complaint XFS and cross-Bidder Support			
2.4.	OS hardening (with Firewall). Machines adequately hardened and only white listed necessary services run in the system. No malware including viruses, worms and Trojans enter and affect the CR and the Network system. All machines should be PA-DSS compliant.			
2.5.	Latest Antivirus for machines			
3.	Currency Chest			
3.1.	UL 291 Level 1/CEN1 Certified Secure Chest			
3.2.	S&G / MAS Hamilton (KABAMAS-CENCON) dual electronic combination lock of 6+6 digits with capability for one time combination (OTC) with audit trail without any hardware change			
3.3.	Sensors for chest open status while sending signal / messages to Switch / Management Centre.			
3.4.	Machine should be IBNS compliant.			
4.	Card Reader/ Biometric/BAR code/QR code			
4.1.	Motorised Smart Card Reader with capability to			

	read track 1 & 2			
4.2.	Smart card / chip card EMV Version 4.0, Level 2 approved terminal resident application			
4.3.	Software, firmware, license for using Smart card on Cash Recycler			
4.4.	Full Function Machine ready for using the EMV chip cards.			
4.5.	Motorised card reader with anti-skimming device installed and integrated with the card reader of the Full Function Machine. Details of anti-skimming technology / device to be enclosed. The device should be providing comprehensive skimming protection solution with following capabilities — i. Senses unauthorized attachment of any device on the card reader module, ii. Sends the signal to switch and further to the Remote ATM Management Centre of the Service Provider/ Bank iii. Capable of enabling the switch and/or Remote ATM Management Centre to put the machine Out-Of-Service as well as block the card reader from accepting any more card insertions.			
4.6.	Full Function Machine must also have the readiness for biometric authentication capability with finger-print reader as per standard specifications or any other regulatory specified database.			
4.7.	Full Function Machine must also have the readiness to start BAR code / QR code-based transactions			
4.8.	Full Function Machine should have Contactless Card integration capability			
5.	Customer Interface on FULL FUNCTION MACHINE			
5.1.	Touch screen Type: Capacitive / SAW / Infrared with support for visually challenged through FDK and EPP both (Which means both FDK and touch screens are mandatory) Full Function Machine should also be capable for providing Virtual Keyboard for entering Aadhar / Debit Card / IFSC number			
5.2.	Size: 15" minimum			
5.3.	Privacy Screen Filter should be available for all CRs			
5.4.	Adherence to Persons with Disability standards compliance – give details			

5.5.	Rugged spill proof Triple DES enabled Keyboard with Poly Carbonate tactile / stainless steel EPP pin pad. Full PCI 1&2 compliant EPP keys with sealed metal key pads. EPP design so as to prevent / resist overlaying of fake pin will be required. In the event of forcible removal of EPP, it should bring the machine down and the data stored in the EPP must be destroyed / scrambled so as to prevent compromise even with high end decryption. Describe technology / solution fully and enclose relevant documentation			
5.6.	Braille stickers on all devices as per requirements to support visually challenged			
5.7.	Bilingual Screen Support			
5.8.	Voice guidance support with internal speakers & headphone Jack 3.5 mm Mandatory for all the Cash Recyclers. It is the standard Text to speech files developed by the vendor. Bank shall provide flow. However, TTS has to be provided as per regulator guidelines by the bidder at no additional cost to Bank			
6.	Bill Validator			
6.1.	Validating Head width path should be minimum 177 mm or more			
6.2.	Fixed width or centering mechanism with self-adjustable bill path			
6.3.	Validation rate should be 98% or more			
6.4.	Machine should be able to accept, dispense and validate all UAE currencies.			
6.5.	Bill escrow capacity should have capacity of min 250 bills or more			
6.6.	Bill identification time in seconds – should complete in 8-10 notes / sec or in less time			
6.7.	Full validation time in seconds – multi width front load. Maximum time taken for full validation should be 30 seconds or less (250 bills)			
6.8.	Type of Sensor technology			
6.9.	Speed of cash acceptance in seconds for standard 250 notes – Cash Insert to Amount Confirmation – The entire cash acceptance for 250 standard notes should be completed in 40 seconds or in less time			

6.10.	Compliance to CBUAE Note Authentication and Fitness sorting parameters (Documentation required on process of configuration — whether configuration can be carried out by Bank or it has to be done in Bidder's location only). configuration change has to be done centrally within 2 weeks			
6.11.	Both side scanning of all bills			
7.	Cash Module			
7.1.	Bunch Note Accepting and dispensing with capacity of minimum 250 notes at one time and accepting / dispensing all denominations AED100 and above.			
7.2.	Full Function Machine must have template for all new variants of AED 100 and above.			
7.3.	Minimum 4 recycling cassettes with minimum storage of 2500 notes per cassette, one reject bin / cassette for Non issuable / ATM Unfit / cash retracted currency with capacity of minimum 2500 notes, and One Bin / cassette for counterfeit / suspect notes. The reject bin and counterfeit / suspect notes bin MUST MANDATORILY have dual locking mechanism. Each of these Cassettes should have capability to hold notes of any Denominations / any size. The cassettes should be configurable on the machine as per requirement of the Bank. Deposit / Dispense cassette capacity <ul style="list-style-type: none"> • New Bills • Street Grade bills 			
7.4.	Denomination-wise sorting of the deposited currency notes			
7.5.	Cassettes capacity of minimum 2500 notes per cassette			
7.6.	Reject Bin / cassette with capability to hold Reject / Retracted notes with dual locking mechanism – mandatory			
7.7.	Four orientation bill validation for good and bad currencies			
7.8.	Notes deposited should be categorized and put into individual cassettes / bins once they are accepted by the machine			
7.9.	Must support all types of transactions – Card based, Card less and biometric authentication transactions			

7.10.	Appropriate treatment for various categories of Bank (a) Notes, viz. No Bank Note (Reject) (b) Counterfeit Bank Note (Impound) (c) Suspicious Bank Note (impound) (d) Real Bank Note (Accept) (e) Cut/ Mutilated Note (Reject) (f) Soiled Currency Note (Reject)			
7.11.	Capability to back-track the depositor for all notes deposited / dispensed or rejected with recording of serial numbers of individual currency notes. Capability of scanning and recognizing of serial number of notes should be available for dispense also.			
7.12.	Storing & Searching facility on image data at a later date			
7.13.	Cassette that support tracking on docking (Logs should be created whenever cassettes are docked / undocked).			
7.14.	Foreign object detection / handling in the input tray			
7.15.	Cash transport movement should be secure and under dual locking			
7.16.	Capability to capture the cash balance (denomination wise) available in the machine for every supervisory activity.			
7.17.	Full Function Machine should be capable to communicate to Bank's switch for updating the hopper wise counter for all the cassettes including universal Bin on real time basis.			
7.18.	If required, Full Function Machine / Cassettes can be configured in any modes without any additional cost to the bank as: a) Deposit only, b) Dispense only, c) Deposit & Dispense, d) Recycle.			
8.	DES chip / Security			
8.1.	Capable of supporting Remote key Management – Triple DES / RSA with encryption / verification / validation software chip			
8.2.	Mandatorily must have anti-skimming devices installed and integrated for card readers			
9.	Integrated Image Surveillance Solution			

9.1.	Full Function Machine should have pilfer-proof cameras able to capture the images of the user / customer at the time of accepting and dispensing the cash. Also capture images at the cash slot cameras evidencing acceptance / dispensation of cash besides images of the user. There should be two pilfer proof camera inside the Full Function Machine 1. To capture the customer image and 2. capture hand movement while depositing / withdrawing cash from cash slot			
9.2.	Solution should be able to store the images in a digital format for minimum 6 months at an average of 300 transactions per day. The back-ups will be taken at quarterly intervals.			
9.3.	Solution must provide an interface to browse, search and archive the stored images on hard disk or external media			
9.4.	Solution must be able to capture & stamp the transaction information on the images			
9.5.	The solution must have a search facility to locate an image / event by date & time, card no., transaction reference no. and ID			
10.	Software Agent			
10.1.	Bidder to provide / install & integrate their own software agent for Remote Monitoring Software support for the Full Function Machine to monitor its functions from a Central site. The Full Function Machine should be capable of supporting a third party software agent such as SDMS / Infobase / Radia, etc for EJ pulling and Remote Monitoring Software support. The Bidder also agrees to install any software selected by the Bank at no cost to the Bank			
10.2.	Should be capable & interfaced with the Bank's Switch – Base24. Bidder to provide proof of certification and / or actual integration with Base 24 switch			
10.3.	Software for reading the EMV chip cards. Smart card / chip card EMV Version 4.0, Level 2 approved terminal resident application. Copy of Level 2 Approval certificate to be enclosed			

10.4.	Remote diagnostic agent to diagnose problems with the machine including but not limited to predicting parts failure. This service including pro-active rectification of problems reported by remote diagnostic agent will have to be provided by the bidder / OEM mandatorily at no additional cost to the Bank.			
11.	Connectivity			
11.1.	Should have Network Interface Card 10/100 MBPS			
11.2.	Should be capable of connecting to the Bank's Switch – Base24 – using existing device handlers at no additional cost to the Bank			
11.3.	Must support TCP/IP			
12.	Interface for Banking Software & Switch Connectivity			
12.1.	Software required for connecting the Full Function Machine to Bank's own Network shall be provided by the Bidder			
12.2.	Bidder to provide utility for converting the files, containing transaction details, into ASCII format.			
12.3.	should be preloaded with CEN XFS 3.0 compliant layer and should be capable of running multi Bidder software			
12.4.	The Full Function Machine should deactivate immediately when an skimming or cloning device has been installed on Full Function Machine			
12.5.	Must support DDC / NDC 4 protocol			
13.	Others			
13.1.	P /Graphic Thermal Receipt Printer			
13.2.	Electronic journal to be also written on hard disk and replicated on the second hard disk which records images. The solution should include a EJ viewer			
13.3.	Support centralized EJ Pulling. Serial number of all notes should be available with EJ or stored separately and made available as and when required. While pulling EJ, the same should be non-editable with encryption or with checksum or any other solution to prove the authenticity of EJ before a third party such as the regulator (CBUAE/others), a Banking Ombudsman, Police authorities etc.			
13.4.	Low media warning for all items viz. bills, roll, ink			
13.5.	In-built SMPS to work on 230V 50 Hz power supply			

13.6.	Support input voltage of 230V AC / 50 Hz with +/- 10% variation			
13.7.	Specify Power Consumption when in operation. Maximum permissible power consumption when in operation 470 Watts			
13.8.	Specify Power consumption when the machine is idle Maximum permissible power consumption in idle situation 230 Watts			
13.9.	Remote Power-on / Power-off facility (Bank desires remote power off and subsequent power on facility. However remote power off and restart facilities independently will also be acceptable)			
13.10.	Should provide hardware, software and MIS for the day-to-day operations required by the custodian			
13.11.	Bidder to integrate – where feasible - the alarm sensors of the Full Function Machine to the branch siren / hooter without any additional cost to Bank.			
13.12.	Full Function Machine capable of One to One Marketing. Client when Loaded on Full Function Machine should be able to interact with different CRM sources using open standard messaging standards			
13.13.	Full Function Machine should have rear view mirrors covering majority area of site which allow users to see what is happening behind them when they enter PIN to avoid shoulder surfing			
13.14.	Full Function Machine MUST MANDATORILY have PIN pad shield covering all three sides to avoid shoulder surfing and capture by the external cameras			
13.15.	Mention the physical foot print of machine in mm (LxBxH) max HXWxD 1525x570x1170 mm permissible			
13.16.	Should support admin functions for updation of switch counters.			
13.17.	List of MIS & other reports available out of box			
13.18.	Support centers Min 1 support centers 1 spares hubs 5 engineers			

For Cash Dispenser:

S. No.	Bank Requirements / Specifications	Bidder response / offering / specification	Compliance Yes / No	Remarks
1.	Processor & Hardware			
1.1	Minimum 6th Generation or higher, Intel® Core™ i5 Processor or higher with minimum 2.3 GHz and 6 MB cache or higher			
1.2	8 GB DDR4 RAM or higher			
1.3	1x 1 TB or higher SATA HDD (for OS). 1x 1TB or higher SATA HDD (for Camera Images).			
1.4	On-board 10/100/1000 Mbps Speed LAN Card (IPV 6 Compliant)			
1.5	Respective OEM to set different BIOS password for each machine and change the same minimum on quarterly frequency.			
1.6	3 or more USB Ports			
1.7	6 MB or more Cache memory.			
1.8	The selected Bidder should provide CDs/ATMs with at least Windows10 Operating System (1809 LTSC) with latest service pack. The bidder is responsible to upgrade the OS of CDs to next higher version including hardware, software and kernel licenses / version etc. from time to time before expiry of extended support for Microsoft etc. at no additional cost to Bank during both warranty and AMC period. Further, the Bidder should ensure that on upgradation, there should be no disruptions of service and no performance related issues.			
1.9	MPEG full motion video with voice guidance support, internal speakers and head phone jack to play both MPEG and WAV / sound file. The Bidder to develop and install the bilingual voice guidance as per screen flow on all machines without any cost to Bank			
1.10	CD should be preloaded with CEN XFS 3.0 compliant layer/equivalent compliant layer (in case of Linux operating system) and should be capable of running multi-vendor software without any hardware / operating system changes. (CD must support and should be loaded with XFS/Multi-vendor software.)			
1.11	Total three cameras should be installed (i) One Inbuilt camera (ii) one extendible camera for CD surveillance and (iii) one near cash slot			
1.12	The model must support remote downloading of screens and remote loading of security keys.			
1.13	Must be fitted with rat mesh/ CD vendor to guarantee that CD is free from rat menace			
1.14	The CD should be PA-DSS complied			

1.15	Suitability for Visually challenged (with audio support). The CD should have Voice Guidance flow enabled for the visually challenged along with Text to Speech, web extension services based, functional key voice guidance support with internal speakers, headphone & jack.			
1.16	The CD should have provision for grouting i.e. bolting the same with the ground and the Bidder should arrange the ATM engineer and required support team and complete grouting activity without any cost to the Bank. (Drilling 10"-12"/ 8"-10" holes in the flooring and hammering metal sleeves in these holes. Putting in Anchor fasteners - min. 8" long anchor fasteners, preferably of Fischer make. Applying resin adhesive (Araldite) over the finished bolt positions for improved bonding)			
2	Currency Chest			
2.1	CEN 1/ UL 291 Certified Secure Chest Level 1 -Certificate of conformance to be enclosed.			
2.2	S&G /MAS Hamilton or certified lock having electronics combination of 6+6 digits with dual custody and OTC facility			
2.3	Alarm sensor for vibration status and chest open status while sending signals / messages to switch / management center/control panel of the Bank.			
3	Dispenser			
3.1	Friction / Vacuum pick technology			
3.2	Multi-media dispenser (tickets / coupon / stamps / receipts) with bunch presenter			
3.3	Capability to dispense Currency notes of denominations from AED 100/- to more. All cassettes should be capable of dispensing all notes			
3.4	Dispense minimum 40 bills per transaction.			
3.5	Dispense ATM Fit notes			
3.6	Indicate proper insertion of cassettes,			
3.7	Double pick module with four currency cassettes (with a unique lock provision for One-time sealed tags which can be used for cassette swap) & Secure Divert cassette bin with lock and key.			
3.8	Dispenser Encryption			
3.9	Each cassette should hold minimum of 2500 notes			
3.10	Each cassette should have lock & key and latch facility			
4	Card Reader			
4.1	All the CDs should must have EMV enabled functionalities. Dip Smart card, Chip card and Magnetic Stripe card Reader with capability to reading track 1, track 2 and EMV chip. (Vendor should submit the certificate for Level 1, Level 2 and PCI compliance version 4.0 or later certified			

	by EMVCO & same should be valid for life span of the ATM). ATM should display an appropriate message like 'Reading chip data do not pull the card for the customers'. Kernel software should read the EMV data properly and send the text to switch to take the appropriate action on the EMV response. EMV should be enabled for all the Networks at ATMs (Like Visa, Master, Rupay, etc).			
4.2	Software/Firmware/license for using smart card, Chip card & Magnetic stripe on CD.			
4.3	Conformance to VISA standards, MasterCard standards, Rupay standards etc			
	Motorized Card Reader with deep anti-skimming device installed and integrated with the card reader of the CD. Details of the deep anti-skimming technology / device to be enclosed. The Bank is looking for a comprehensive deep skimming protection solution which achieves the following: - i) Senses unauthorized attachment of any device on/in the card reader including deep insert skimming protection. ii) Sends the signal to switch and further to the Remote ATM Management Centre of the vendor, iii) Capable of enabling the switch and/or Remote ATM Management Centre to put the machine Out-Of-Service as well as block the card reader from accepting any more card insertions			
5	Customer Interface on CD			
5.1	Color LCD/LED screen of minimum 15" or higher along with Touch and/or FDK Screen			
5.2	Privacy filter, The CDs should have privacy screen filter to enable the view of the CD Screen only to the customer standing in front of the CD.			
5.3	Rugged, spill proof TDES enabled keyboard with polycarbonate tactile / stainless steel recessed (EPP Pin Pads) keys. EPP keypads to be PCI /DSS compliant.			
5.4	Braille stickers on all devices as per requirement to support visually challenged.			
5.5	Multi lingual Screen support			
5.6	Earphone Jack			
5.7	Vandal Proof screen			
6	DES chip			
6.1	Capable of Remote Key Management			
6.2	Triple DES chip with encryption / verification / validation software			
6.3	Support AES (Advanced Encryption Standard) in future without any additional hardware changes.			

7	Operator Interface			
7.1	Maintenance Panel / Monitor to facilitate all operations related to housekeeping and maintenance of the CD			
7.2	CD should be mechanically and electrically capable of functioning 24 x 7 x 365 bases.			
8	Receipt Printer			
8.1	40 column Thermal printer should print various information pertaining to the transaction executed by the customer, log of the transactions including Multilingual printing etc			
9	Electronic Journal			
9.1	Facility of Electronic Data Capture for EJ Pulling. Solution should also include EJ Viewer if required.			