

# Request for Proposal

# For

# Supply, Installation and Maintenance of 6 Cash Recyclers

# with

buyback of old (existing machines with buyback on as is where is basis)

Bank of Baroda (Uganda) Limited

IT Department 18, Baroda House Kampala Road Kampala Uganda

RFP Reference Number: BOBUL/IT/CR/2025/1



#### **Invitation for Request for Proposal**

Bank of Baroda (Uganda) Limited invites sealed Request for Proposal (RFP) from the eligible vendors for **Supply, installation and maintenance of 6 Cash Recyclers with buyback of old ATMs**. Bid related details are as mentioned below:

| RFP Reference Number   | BOBUL/IT/CR/2025/1                              |
|--|---|
| Application Money  | NIL   |
| Availability of RFP document on Bank's website for downloading | 28 <sup>th</sup> June 2025                      |
| Last Date, Time and Place for receipts of                      | 15 <sup>th</sup> July 2025, 17:00 hrs           |
| application/bid  | Bank of Baroda (Uganda) Limited                 |
|  | Head office<br>18, Baroda House<br>Kampala Road |
|  | Kampala   |
|  | Uganda  |
| E-mail ID for Communication                                    | IT.uganda@bankofbaroda.com                      |
| Website and Link   | www.bankofbaroda.ug/tenders.htm                 |

N.B: The above dates are tentative and subjected to change without any prior notice or intimation (Bidders should check our website <a href="https://www.bankofbaroda.ug">www.bankofbaroda.ug</a> tender page for any changes/addendums to the above dates and/or any other changes to this RFP).

#### **Section A: Introduction and Disclaimer**

#### A.1 Introduction

This Request For Proposal document ('RFP document' or RFP) has been prepared solely for the purpose of enabling Bank of Baroda (Uganda) Limited ('Bank') to identify select Bidder/s for **supply, installation and maintenance of 6 Cash Recyclers for Bank** with buyback of old ATMs. Bank may optionally decide to purchase additional machines at its absolute discretion from the selected Bidder/s at the prices quoted in response to this RFP.

| Requirements: |  |          |  |
|---------------|--|----------|--|
| No.           | Description  | Quantity |  |
| 1.            | New Cash Recyclers: (supply, Implementation and Maintenance)  • With one year warranty and 6 years Comprehensive AMC                                 | 6        |  |
| 2.            | Buyback of Existing Wincore/NCR ATMs.     Present wincore/NCR ATMs of Bank to be replaced with aforesaid new Cash Recyclers on as is where is basis. | 6        |  |

This RFP is not an agreement and is neither an offer nor invitation by the Bank to the prospective Bidder/s or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Bank in relation to the Project[s]. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Bank, its employees or advisors to consider the investment



objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

#### A.2 Information Provided

The RFP document contains statements derived from information 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 scope of this RFP. Neither the Bank nor any of its directors, officers, employees, agents, representatives, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied, as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document.

Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.

The Bank may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

#### A.3 For Respondent Only

The RFP document is intended for the information of the party/(ies) to whom it is issued ("the **Recipient**" or "the **Respondent**") and no other person or organisation.

#### A.4 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 advisers 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 incidental thereto) or damage (whether foreseeable or not) 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 loss or damage arises in connection with any negligence, ignorance, omission, default, lack of care or misrepresentation on the part of the Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

The Bank and its directors, officers, employees, agents, representatives, contractors, and advisers disclaim any liability, pecuniary or otherwise that may accrue or arise from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting due to the information contained herein and/or by virtue of copying, adopting, reproducing, any of the material which may be the copyright material or any other Intellectual Property of a third party who may claim ownership of the same.



#### A.5 Costs Borne by Respondents

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

#### A.6 No Legal Relationship

No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.

#### A.7 Recipients' Obligation to Inform Itself

It is the Recipient's responsibility to conduct any necessary investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

#### A.8 Evaluation of Offers

Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of the bidder /s for **supply and installation of 6 Cash Recyclers** and not limited to those selection criteria set out in this RFP document.

The issuance of RFP document is merely an invitation for short-listing the bidders who meet the eligibility criteria and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient 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.

#### A.9 Errors and Omissions

Each Recipient should notify the Bank of any error, omission, or discrepancy found in this RFP document. Notification should be made to the address found in Section **B.7 – Requests for Information / Clarification** but not later than last date of receiving clarifications as specified in **Invitation for Request for Proposal –** Last date of submission of any query / reporting any error.

#### A.10 Acceptance of Terms

A Recipient will, by responding to the Bank with a submission, be deemed to have accepted the terms of this Introduction, RFP and Disclaimer.

#### A.11 Standards

All standards to be followed will adhere to ISO specifications or other acceptable standards.



#### Section B - RFP Response terms

# **Lodgment of RFP**

#### **B.1** RFP Submission Details

RFP responses must be submitted as follows:

One Set of bid documents (paper copies) containing Eligibility, Technical and Commercial responses (Each in separate sealed envelopes); one (1) electronic copy (Microsoft Office on CD) and one (1) electronic copy (Adobe.pdf non-editable / password protected on CD) must be supplied in master sealed envelope superscripted "Bank of Baroda (Uganda) Limited RFP – Cash Recycler Bid – 2025" and addressed to:

Executive Director Head office 18, Baroda House Kampala Road Kampala Uganda

#### B.2 Submission of Bids

The bids shall be in three parts viz.

- 1. Eligibility Proposal
- 2. Technical Proposal and
- 3. Commercial Proposal

Eligibility, Technical and Commercial Proposals each shall be submitted in separate sealed envelope super-scribing "Eligibility Proposal for Supply, installation and maintenance of Cash Recycler Bid – 2025", "Technical Proposal for Supply, installation and maintenance of 6 Cash Recycler Bid – 2025" and "Commercial Proposal for Supply, installation and maintenance of 6 Cash Recycler Bid – 2025" on top of the respective envelopes containing Eligibility, Technical and Commercial bid. These separate sealed envelopes should be put together in the sealed master envelope super-scribing "Bank of Baroda (Uganda) Limited RFP – Cash Recycler Bid – 2025".

All pages of the proposal are to be numbered and signed by an authorised signatory on behalf of the Respondent. The numbers should form a unique running series across the entire document.

All the aforesaid documents are to be submitted at once at the time of submission.

The respondent will submit the response only in the manner detailed herein. A submission in a different manner, including a submission through Fax or Email, will not be accepted by the Bank and will be summarily rejected.

The sealed bid envelope should be delivered to Executive Director at the above address. Bids submitted anywhere else would be liable for rejection.



All the envelopes (inside the master envelope) should have the following information on the front side:

- 1. Name of the bidder:
- 2. Type of offer: Eligibility, Technical, Commercial
- 3. Date of submission:
- 4. Contact numbers (mobile) and email address of the single point of contact of the bidder for this RFP.

Please note that in the following cases, Bank may reject the Bids responses from the bidders -

- 1. Submission of Bid after the time stipulated in this RFP Document.
- 2. Misleading/incomplete information or documentation
- 3. Bid submission without bidders name
- 4. Price information provided anywhere other than 'Commercial Bid'
- 5. Improper Draft/Banker's Cheque/Bank Guarantee for Bid Fee or Bid Security
- 6. Any conditional offer or assumption with or without information to the Bank
- 7. Envelopes are not in order as requested in this document
- 8. Submitted bid through Fax or email
- 9. Submitted more than one bid. In case bidder is submitting more than one bid all the bids submitted by the bidder shall be disgualified
- 10. Bidder not able to demonstrate the services/facility requested in RFP and proposed by bidder at the time of visit by Bank's evaluation team.

# **B.2.1 Eligibility Proposal**

The eligibility proposal shall be organized and submitted as per the following sequence:

- 1. Table of Contents (list of documents enclosed)
- 2. Covering letter on the prescribed format (Compliance Certificate) as per Annexure-1
- 3. Eligibility Proposal in the prescribed format / template as per <u>Annexure-2</u>, Annexure-3, Annexure -4 and Annexure-5 Annexure-6, Annexure-7
- 4. Supporting documents / certificates etc.
- 5. Application Money, in the form of a Bank Draft / Bankers' Cheque issued by a Commercial Bank favoring Bank of Baroda (Uganda) Limited. In case of non-payment of this fee, the offers shall not be opened / considered for further evaluation.
- 6. Annexure-8 Conformity with Hardcopy letter
- 7. **Annexure-9** Conformity Letter
- 8. Annexure-10 PRE CONTRACT INTEGRITY PACT
- 9. Copy of the response document 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.
- 10. One Compact Disk (CD) containing the soft copy and the scanned copies of credential letters / Purchase orders / supporting documents as mentioned in section

# **B.2.2 Technical Proposal**

The Technical Proposal should be complete in all respects and contain all information asked for in this document. It is mandatory to submit the technical details in the prescribed formats duly filled in, along with the offer. The Technical Proposal must be submitted in an organized and structured



manner. No brochures / leaflets etc. should be submitted in loose form.

The technical proposal shall be organized and submitted as per the following sequence:

- 1. Table of Contents (list of documents enclosed)
- 2. Functional specifications Annexure-11
- 3. Technical Bid template Annexure-12

#### **B.2.3** Commercial Proposal

The Commercial Proposal should be complete in all respects and contain all information asked for as per Annexure – 15, Commercial Bid Template.

#### B.3 Opening of Bids

Opening of Bids shall be strictly as per schedule under this RFP and no request for change in date shall be entertained. However, Bank reserves the right to change the date and time of the Schedule of RFP under unavoidable circumstances, if any, without assigning any reasons.

# The bid shall be cancelled at any stage if the Bank detects that information / facts is contrary / undisclosed to what has been submitted in the bid.

The envelope containing Eligibility proposal will be opened first and will be evaluated as per **eligibility Evaluation Metrics**.

Non-compliance of even one condition in the eligibility requirements will render the bid ineligible for opening of the Technical proposal.

Technical Proposal shall be opened only for eligible bidders and will be evaluated as per **Technical Evaluation Metrics**.

Technical Evaluation consisting of Document evaluation, Presentation by Respondent and Site visit will be done as detailed under in this document and bidders with cutoff score at **75** will qualify for opening of commercial bid.

#### **B.4** Offer 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 opening date.

#### B.5 Registration of RFP Submission

Upon receipt of a submission, the Bank shall register the response. **Incomplete or partial or faulty Submissions shall be rejected forthwith.** 

All submissions, including any accompanying documents, shall become the property of the Bank. Hence, submission of response to the RFP shall be deemed as respondents' license, and grant all rights to the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, notwithstanding any copyright or other intellectual property right that may subsist in the submission or accompanying documents.

#### B.6 Late RFP Submission Policy

Within time submission of responses is strongly encouraged and recommended. RFP responses received after the deadline for lodgment of RFPs will not be admitted / accepted for registration.



# **B.7** Requests for Information / Clarification

Respondents are required to direct all communications related to this RFP to:

Executive Director Head office 18, Baroda House Kampala Road Kampala Uganda

Bidder should use the following format for their above-said communication -

#### Name of the Respondent/Bidder:

Date:

Contact Person from Respondent/Bidder in case of need.

Name:

Designation:

Mail ID:

Tel / Mobile No:

| Sr.<br>No. | Page<br>No. o | of | Clause No | Original RFP Clause | Bidder's Query |
|------------|---------------|----|-----------|---------------------|----------------|
| 1          |               |    |           |                     |                |
| 2          |               |    |           |                     |                |
| 3          |               |    |           |                     |                |

All queries/clarifications requested must be in writing and should be forwarded by the nominated point of contact of bidder in the above format in MS-EXCEL format. The queries to be e-mailed to: <a href="mailto:ltt.Uganda@bankofbaroda.com">ltt.Uganda@bankofbaroda.com</a> with subject as "Pre bid queries on BOB Cash Recyclers RFP - 2025".

Bank shall not answer any communication initiated by respondents after the last date of query submission. Bank may in its absolute discretion seek additional information or document from any respondents after the RFP closes for supplementary information and better evaluation. All such information and document provided must be taken to form part of that Respondent's response.

Bank is not bound to reply to queries not pertaining to this RFP. Replies shall be at Bank's discretion. Bank's replies shall be final and acceptable to all bidders.

# B.8 Bid Security / Earnest Money Deposit, Cost of RFP and Performance Bank Guarantee

#### **B.8.1** BID Security / Earnest Money Deposit

- 1. The Bidder shall furnish, as part of its bid, a Bid Security / Earnest Money Deposit in the form of a Bank Guarantee issued by a reputed Commercial Bank (other than Bank of Baroda (Uganda) Limited) in the format as per **Annexure-13** and valid for 12 months from the last date of submission of the Commercial bid.
- 2. The successful Bidder's bid security will be discharged upon the Bidders signing the



contract & furnishing the Performance Bank Guarantee. Unsuccessful Bidder's bid security will be returned as promptly as possible, after the declaration of the successful Bidder /s.

- 3. The bid security may be forfeited / Bank Guarantee shall be invoked:
  - i. If a Bidder withdraws its bid during the period of bid validity; or
  - i. In case of a successful Bidder, if the Bidder fails
    - a) To sign the Contract within the stipulated time, or
    - b) To furnish Performance Bank Guarantee within the stipulated time.
  - iii. At any stage of evaluation, if a bidder /s is / are found to have given wrong certification / information in Technical Bid, which does not support / corroborate such claim/s made in Technical Bid, Bank may at its discretion forfeit EMD / invoke the Bank Guarantee submitted as EMD and reject the bid.

#### **B.8.2 Cost of RFP**

A complete set of Bidding documents may be purchased by any of eligible Bidders from this office upon payment of a non refundable fee in the form of a Demand Draft / Banker's Cheque in favour of Bank of Baroda (Uganda) Limited. The same is available on our Bank's website <a href="http://www.bankofbaroda.ug">http://www.bankofbaroda.ug</a> and can be downloaded from the website.

In case the Bid document is downloaded from the website, the price of Bidding document shall have to be handed over separately in the form of a non refundable Demand Draft / Banker's Cheque in favour of Bank of Baroda (Uganda) Limited at the time of submission of the Bid as part of the eligibility bid.

#### **B.8.3** Performance Bank Guarantee

Successful Bidder /s also have to furnish a Performance Bank Guarantee of 10% of the total contract value in addition to the Bid Security (EMD), issued by any reputed Commercial Bank in Uganda (other than our bank i e Bank of Baroda (Uganda) Limited) in favour of Bank of Baroda (Uganda) Limited (**Annexure-16**).

Performance Bank Guarantee has to remain valid up to 12 months after the expiry of the contract. In case of extension of contract, the successful Bidder /s have to extend the Performance Bank Guarantee for the extended period (exceeding three months of the currency of contract) as per stipulation in the SLA.

#### **B.9** Notification

The Bank will notify the Respondents in writing as soon as practicable after the RFP Evaluation Completed, about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. The Bank is not obliged to provide any reasons for any such acceptance or rejection.

# **B.10** Disqualification

Any form of canvassing / lobbying / influence / query regarding short listing, status etc. will be considered as disqualification.

#### **B.11** Language of Response

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

#### **B.12** Formats for Responses



The Bidder /s should strictly use the formats prescribed by the Bank in the RFP for submitting the Eligibility-cum-Technical and Commercial bid responses.

#### **B.13** Erasures or Alterations

All details must be completely filled up. All the corrections or alterations, if any, should be authenticated. In the case of the corrections / alteration are not properly authenticated, the offer shall be rejected.

There should be no hand-written material, corrections or alterations in the offer. Filling up of the forms using terms such as "OK", "Accepted", "Noted", "As given in Brochure / Manual" are not acceptable to the Bank. Offers not adhering to these guidelines may not be accepted by the Bank.

#### **B.14** General Terms and Conditions

#### **B.14.1 Adherence to Terms and Conditions**

The Bidders who wish to submit responses to this RFP should note that they should abide by all the terms and conditions contained in the RFP. If the responses contain any extraneous conditions put in by the respondents, such responses may be disqualified and may not be considered for the selection process.

#### **B.14.2 Execution of SLA**

The successful Bidder will execute Service Level Agreement (SLA), which would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Bank.

The successful Bidder /s will execute the SLA within one month from the date of acceptance of Letter of Appointment / Purchase Order. The contract shall be executed by the authorized signatory of the Bidder /s. A Board Resolution to that effect shall be submitted by the successful bidder /s.

The Stamp duty for execution of the contract is to be paid by the bidder / vendor only.

#### **B.14.3 Other Terms and Conditions:**

Bank reserves the right to:

- 1. Reject any and all responses received in response to the RFP;
- 2. Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery;
- 3. Extend the time for submission of all proposals;
- 4. Select the most responsive Bidder /s (in case no Bidder /s satisfies the Eligibility-cum-Technical criteria in totality);
- 5. Select the next most responsive Bidder /s if negotiations with the Bidder /s of choice fail to result in an agreement within a specified time frame;
- 6. Share the information / clarifications provided in response to RFP by any Bidder /s, with any other Bidder(s) / others, in any form;
- 7. Cancel the RFP at any stage, without assigning any reason whatsoever;
- 8. Change the time schedule of the RFP for inviting the bids or evaluation thereof;

# **B.14.4 Substitution of Project Team Members**

During the assignment, the substitution of key staff identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes



are critical to meet the obligation. In such circumstances, the Bidder /s can do so only with the concurrence of the Bank by providing other staff of same level of qualifications and expertise. If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments made by the Bank to the Bidder /s during the course of this assignment besides claiming an amount, equal to the contract value as liquidated damages. However, the Bank reserves the right to insist the Bidder to replace any team member with another (with the qualifications and expertise as required by the Bank) during the course of assignment.

#### B.15 Professionalism

The Bidder /s should provide professional, objective and impartial advice at all times and hold the Bank's interests paramount and should observe the highest standard of ethics while executing the assignment.

#### **B.16** Adherence to Standards

The Bidder /s should adhere to laws of the land and rules, regulations and guidelines prescribed by various Regulatory, Statutory and Government authorities.

#### B.17 Audit

The Bank or other Regulatory authorities reserves the right to conduct an audit / ongoing audit of the services provided by the Bidder /s.

**B.18** The Bank reserves the right to ascertain information from the Banks and other institutions to which the Bidders have rendered their services for execution of similar projects.

#### **B.19** Expenses

Bank will not pay any amount / expenses / charges / fees / travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses etc. related to this RFP.

#### **B.20** Single Point of Contact & Direct Support

Bank intends that the vendor shall have **Single Point of Contact (SPOC)** for fulfilling all obligations and providing all deliverables and services required for successful implementation of this project. The vendor may appoint / procure services of third party suppliers, to perform all or part of the obligations contained under this RFP and that the Bank may for convenience, enter into arrangements, including tripartite agreements, with such third party if required.

# **B.21** Limitation on promotion

The Successful Bidder /s shall agree to make no reference to the Bank for the procurement of products and services hereunder or the agreement in any literature, promotional material, brochures, sales presentation or the like without the express prior written consent of the Bank.

#### **B.22** Publicity

Successful Bidder /s shall not use the name and / or trademark / logo of Bank, its group companies or associates in any sales or marketing publication or advertisement, or in any other manner without prior written consent of Bank.

#### **B.23** Resource Planning

The bid should contain the resource planning proposed to be deployed for the project which includes, inter-alia, the number of personnel, skill profile of each personnel, duration etc.

#### **B.24** Assignment

Neither the contract nor any rights granted under the contract may be sold, leased, assigned, or



otherwise transferred, in whole or in part, by the Bidder /s, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the Bank.

#### **B.25** Penalty and Liquidated Damages

If the selected Bidder /s 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 /s. The Bank reserves the right to recover an amount equal to 10% of the contract value as Liquidated Damages for non- performance.

Both the Penalty and Liquidated Damages are independent of each other and are applicable separately and concurrently.

Penalty and Liquidated Damages are not applicable for reasons attributable to the Bank and Force Majeure.

# **B.26** Force Majeure

The Successful bidder /s shall not be liable for penalty / liquidated damages or termination for default if and to the extents that delay on its part in performance or other failure to perform its obligations under the Contract, is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the either party to the contract and not involving anyone's fault or negligence and not foreseeable. Such events may include, but are not restricted to, such as War, Strike, Riot, Crime, or an Act of God / Nature (such as Hurricane, Flooding, Earthquake, Volcanic Eruption, etc.), which prevents one or both parties from fulfilling their obligations under the contract. If a Force Majeure situation arises, the Successful Bidder /s shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Successful Bidder /s shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the Force Majeure event.

If under this clause the Bidder /s is / are excused performance of any obligation for a continuous period of ninety (90) days, then the Bank may at any time hereafter while such performance continues to be excused, terminate this agreement without liability, by notice in writing to the other.

# **B.27** Indemnity

The Successful Bidder /s shall, at its own expense, defend and indemnify the Bank against all third party claims for infringement of Patent, Trademark, design or copyright arising from use of products, services or any part thereof supplied / provided by Bidder /s. Bidder /s will provide infringement remedies and indemnities for third party products, on a pass through basis. The Successful Bidder /s shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the Successful Bidder /s shall be fully responsible to pay such compensation along with all costs, damages and attorney's fees and other expenses that a court may finally awards, in the event of the matter being adjudicated by a court or that be included in a Bidder /s approved settlement. The Bank will issue notice to the Bidder /s of any such claim without delay and provide reasonable assistance to the Bidder /s in disposal of such claim, and shall at no time admit to any liability for, or express any intent, to settle the claim. The Successful Bidder /s shall also reimburse all incidental costs, which the Bank incurs in this regard.

In the event of the Bidder /s not fulfilling its obligations under this clause within the period specified in the notice issued by the Bank, Bank has the right to recover the amounts due to it under this



provision from any amount payable to the Bidder /s under this project.

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

# **B.28** Authorised Signatory

The selected Bidder /s shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract.

The selected Bidder /s shall submit at the time of signing the contract, a certified copy of the extract of the resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements / contracts with the Bank. The Bidder /s shall furnish proof of signature identification for above purposes as required by the Bank.

# **B.29** Applicable Laws and Jurisdiction of court

The Contract with the selected Bidder /s shall be governed in accordance with the Laws of Uganda for the time being in force and will be subject to the exclusive jurisdiction of Courts at Kampala (with the exclusion of all other Courts).

#### **B.30** Arbitration

In the event of a dispute or difference of any nature whatsoever between Bank and the Bidder /s during the course of the assignment arising as a result of this proposal, the same will be settled through the process of arbitration conducted by a sole Arbitrator appointed by the Bank and the award of the sole arbitrator shall be final and binding on the parties.

Arbitration will be carried out at Bank's office that placed the order. The language of arbitration shall be English.

#### **B.31** Cancellation of Contract and Compensation

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:

- 1. The selected Bidder /s commit a breach of any of the terms and conditions of the bid / contract.
- 2. The Bidder /s go into liquidation voluntarily or otherwise.
- 3. An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid.
- 4. The progress regarding execution of the contract, made by the selected Bidder /s is found to be unsatisfactory.
- 5. If deductions on account of Penalty exceeds more than 10% of the total contract price.
- 6. 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.

#### B.32 Non Payment of bidder Charges / Fees

If any of the items / activities as mentioned in the Commercial bid is not taken up by the Bank during the course of this assignment, the Bank will not pay the bidder fees / charges quoted by the Bidder /s in the Commercial Bid against such item / activity.

#### **B.33 Subcontracting**

The Bidder /s shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the Bidder /s under the contract without the prior written consent of the Bank.

#### **B.34** Confidentiality

This document contains information confidential and proprietary to the Bank. Additionally, the Successful Bidder /s shall be exposed by virtue of the contracted activities to the internal business information of the Bank. Disclosures of receipt of this RFP or any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the Bidder /s, premature termination of the contract, and / or legal action against the Bidder /s for breach of trust. Selected Bidder /s shall have to sign a legal non-disclosure agreement with the Bank before starting the project.

The Bidder /s (and its employees) shall not, unless the Bank gives permission in writing, disclose any part or whole of this RFP document, of the proposal and / or contract, or any specification, plan, drawing, pattern, sample or information furnished by the Bank (including the users), in connection therewith to any person other than a person employed by the bidder /s in the performance of the proposal and / or contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance. The employees or the third party engaged by the bidder shall maintain strict confidentiality.

The Successful Bidder /s, its employees and agents shall not, without prior written consent from the Bank, make use of any document or information given by the Bank or its Authorized personnel, except for purposes of performing the contract awarded. In case of breach, the Bank shall take such legal action as it may be advised. The Bidder /s have to maintain confidentiality even after completion / termination of the contract.

#### **B.35** Limitation of Liability

The Successful bidder /s aggregate liability in connection with obligations undertaken as a part of this Project whether arising under this project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual.

Bidder /s liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of the Successful bidder /s, its employees and Sub-contractors or from infringement of Patents, Trademarks, Copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

The Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by the Successful bidder /s as part of this Agreement.



#### B.36 Set-Off

Without prejudice to other rights and remedies available to Bank, Bank shall be entitled to set-off or adjust any amounts due to Bank from bidder /s against payments due and payable by Bank to bidder /s for the services rendered.

#### **B.37 Vicarious Liability**

Successful Bidder /s shall be the principal employer of the employees, agents, contractors, subcontractors, etc., if any, engaged by Successful Bidder /s and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by Successful Bidder /s for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of Successful Bidder /s shall be paid by Successful Bidder /s alone and Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of Successful Bidder /s employees, agents, contractors, subcontractors etc. Successful Bidder /s agrees to hold Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to Bank through the action of Successful Bidder /s employees, agents, contractors, subcontractors, etc.

# B.38 Corrupt and Fraudulent Practices

It is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution.

#### AND

"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

Bidders responding to this RFP need to sign the **PRE CONTRACT INTEGRITY PACT** as per attached **Annexure-10**.

#### B.39 Right to Reject Bids

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. The bid is liable to be rejected if –

- It is not in conformity with the instructions mentioned in the RFQ document.
- It is not accompanied by the requisite Application Money and Bid Guarantee.
- It is not properly or duly signed by the authorized signatory.
- It is evasive or contains incorrect information.
- There is canvassing of any kind or any influence is brought upon.
- It is submitted anywhere other than the place mentioned in the RFQ.
- Or for any other unseen reason/s which may not be in conformity and the Bank deem fit and desirable for rejection.



#### **B.40** Related Parties

In the following circumstances Bank will have discretion to reject the entire bid or accept the bid with some conditions stipulated by bank.

- 1. Bid submitted by holding company and its subsidiary
- 2. Bids submitted by one or more companies having common director/s
- 3. Bids submitted by one or more partnership firms / LLPs having common partners
- 4. Bids submitted by one or more companies in the same group of promoters / management
- 5. Any other bid in the sole discretion of the bank is in the nature of multiple bids.

#### Section C - Bidder's Selection / Evaluation Process

#### **Opening of Bids**

Opening of Bids shall be strictly as per schedule under this RFP and no request for change in date shall be entertained. However, Bank reserves the right to change the date and time of the Schedule of RFP under unavoidable circumstances, if any, without assigning any reasons.

The envelope containing **Eligibility Proposal** will be opened first and would be evaluated for eligibility.

Technical Bid shall be evaluated, if the Bidder is found Qualified as per Eligibility Criteria as stipulated in this RFP document. A bidder to qualify for evaluation of Technical bid must mandatorily comply with ALL requirements under the Eligibility criteria. Non-compliance of even one condition will render the bid ineligible for further processing of the Technical bid.

The bid shall be cancelled at any stage if the Bank detects that information / facts is contrary /undisclosed to what has been submitted in the bid.

Commercial Proposal shall be opened only for the technically qualified bidders having scored minimum 75 marks as per Technical Evaluation Metrics. However, compliance with all the mandatory Functional and Technical requirements mentioned in Annexure-11 and Annexure-12 is must for considering technical evaluation. Non-compliance of even one mandatory technical requirement will render the bid ineligible for acceptance of the Commercial bid.

Technical Evaluation consisting of Document evaluation, Presentation by Respondent and Site visit will be done as detailed under in this document and bidders with cutoff score at 75 will qualify for opening of commercial bid.

Please note that the criteria mentioned in this section are only indicative and Bank, at its discretion, may alter these criteria without assigning any reasons. Bank also reserves the right to reject any / all proposal(s) or take a decision on ratio of order distribution amongst two successful bidders for Machine procurement in any manner whatsoever, as per the Bank's discretion, without providing any specific reasons.

All deliberations and evaluations performed by Bank will be strictly confidential and will be maintained as property of Bank exclusively and will not be available for discussion to any respondent of this RFP.

Responses from Respondent will be evaluated based on under mentioned evaluation process



#### Stage 1

**Eligibility Evaluation** – Step 1 shall be to ascertain the eligibility of the Bidder /s for the project. Eligibility criterion for the Bidder to qualify this stage is clearly mentioned in **Annexure 2** – Eligibility Criterion Compliance to this document. The bidder would need to provide supporting documents as part of the eligibility proof. During evaluation of the responses, the Bank, at its discretion, may ask the bidder for clarification in respect of its response. The request for clarification and the response shall be in writing, and no change in the substance of the response shall be sought, offered, or permitted. The Bank reserves the right to accept or reject any response in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the bidders to this document and bank will not entertain any correspondence in this regard.

The Eligibility proposal must contain -

- 1. Table of Contents (list of documents enclosed)
- 2. Covering letter certifying eligibility criteria compliance on the prescribed format as per **Annexure-1**
- 3. Duly filled up Eligibility criteria compliance in the prescribed format / template as per **Annexure-2**
- 4. Manufacturer's / OEM's Authorization Letter as per **Annexure-4**
- 5. List of country-wise & Bank-wise number of Cash Recyclers & BNAs installed & operational as per **Annexure-5**
- 6. All copies of Supporting documents / certificates etc.
- 7. Bid Security / Earnest Money Deposit in the form of a Bank Guarantee issued by a reputed Commercial Bank in Uganda (except Bank of Baroda (Uganda) Limited) in the format as per **Annexure-13** and valid for 12 months from the last date of submission of the Commercial bid.
- 8. Application Money The RFP response without accompanying the Demand Draft / Banker's Cheque towards Application Money are liable to be rejected.
- 9. Annexure 10 PRE CONTRACT INTEGRITY PACT
- 10. **Annexure 8 -** Conformity with Hardcopy letter
- 11. **Annexure 9** Conformity Letter
- 12. Copy of the response document 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.

One Compact Disk (CD) containing the soft copy of the Annexure and the scanned copies of credential letters / Purchase orders / supporting documents.

#### Stage 2

**Technical Evaluation** – Step 2 shall be to evaluate the technical aspects of the product, services etc. The evaluation of Functional and Technical capabilities of the bidders of this RFP shall be completed in this step. The technical proposals only shall be subjected for evaluation at this stage. A bidder to qualify for ACCEPTANCE OF Technical bid must mandatorily comply with ALL mandatory requirements under the Technical specifications mentioned in **Annexure** – **11 and Annexure** – **12** and Functional requirements. Non-compliance of even one condition of the specified Technical criteria shall lead to the bid being ineligible for acceptance of the Technical bid. The bid shall be cancelled at any stage if the Bank detects that information / facts is contrary /undisclosed to what has been submitted in the bid.



Various stages of technical evaluation are presented below:

- 1. Paper evaluation based on response
- 2. Demonstration/POC (Proof of concept) of proposed Hardware, Software and Services actual demonstration of tools(s) at Banks HO premises and not just PPT presentations
- 3. Site visits to bidder's locations where solution is already functional / implemented, including DC / DR, call centre, operations centre, complaint logging/redressal mechanism, reconciliation process etc.
- 4. Oral presentations and clarifications given to Bank's evaluation team
- 5. Arriving at the final assessment on technical proposal

At the sole discretion and determination of the Bank, the Bank may add any other relevant criteria for evaluating the proposals received in response to this RFP. Bank reserves the right to waive any of the Technical / Functional specification if in the Bank's opinion it is found to be minor / deviation or acceptable deviation.

Bank may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents shall be notified separately, if such exercise as part of the technical evaluation is resorted to. Bank may choose to visit site where offered model of Cash Recycler is currently operational / live. If the Bank chooses not to visit the site then the bidder shall arrange for a tele / video conference call with relevant resources of the Bank where the said Cash Recycler is operational.

The Bank has established following criteria for evaluating bids -

- 1. Financial strength of the company
- 2. Bidders profile / Experience / relationship/ Management
- 3. Industry and Business process Expertise
- 4. Technical and Functional capabilities of the Cash Recycler
- 5. Recycling capacity
- 6. Security features of the Cash Recycler
- 7. Acceptance of terms and conditions laid down
- 8. Footprint of Cash Recycler Height(mm), Width(mm), Depth(mm) and Weight(Kg)
- 9. Carbon footprint of the Cash Recycler
- 10. State wise support facility with number of support centers and qualified / trained Engineers.
- 11. Remote health monitoring capability
- 12. Bidder's standing and installed base
- 13. Compliance of technical specifications laid down in this document
- 14. Ability of the Cash Recycler to meet the functional requirements outlined by POC
- 15. Bidder's Manufacturing/supply capacity in Uganda and abroad

The bidder has to give a demonstration/POC of their proposed solutions and existing live site at their cost. This will be a part of technical assessment to ensure compatibility with bank's systems/requirements.



Bank will allot score to the above evaluation criteria individually. The aggregation of the scores under the above criteria will be termed as "Aggregate Technical Score (ATS)" and will be used for further evaluation. The template for "Technical Evaluation Metrics" is as per the Annexure 14.

Those Respondents who meet a minimum score of 75% under "Aggregate Technical Score" will be considered as "Qualified under Stage 2" and will be considered for Commercial bid opening.

In case none of the participant bidders scores 75% marks or more in the technical evaluation, the commercial bid of top 3 scoring bidders may be opened at the sole discretion of the bank.

# **Stage 3 - Commercial Evaluation:**

**Commercial Evaluation –** The commercial proposals of technically qualified bidders shall then be opened and evaluated for completeness. If the commercial quote is incomplete either for not providing quote for all required components or omitting to provide quote for a sub-component, it shall be presumed that the component(s) / sub-component shall be provided without any additional cost to the Bank. The Bank may, however, in its absolute discretion disqualify a bidder whose commercial quote is found to be incomplete. If it is found at any stage (before or after selection) that there is a calculation (addition, subtraction, multiplication or division) mistake, then the final totaled price, notwithstanding the mistake, shall be considered as the offer price for evaluation. However, the price payable shall be the lower of the "**correct total**" and "**incorrect total**".

Example A, if the price quoted is as under:

Component A: USD 1000/-Component B: USD 0589/-Component C: USD 2350/-

Total: USD 4939/-

In this example, USD 4939/- will be taken for evaluation. However, the price payable shall be USD 3939/-.

Example B, if the price quoted is as under:

Component A: USD 1000/-Component B: USD 0589/-Component C: USD 2350/-

Total: USD 2939/-

In this example, the price taken for evaluation will be USD 2939/- and the price payable will also be USD 2939/- only even if the total of components are USD 3939/-.

Commercial proposal should give all the relevant price information. No information should be kept blank. Offer should be in strict conformity with the format as given in **Annexure – 15.** 

- 1. The best and firm price should only be quoted (as per the format enclosed)
- 2. The bidder must quote in USD or UGX only.
- 3. The prices and other terms offered by the bidder must be firm for an acceptance period of 180 days from the last date for submission of tender document to the Bank.



- 4. The prices quoted by the bidder shall be inclusive of Tax/Duties/Insurance/Freight/procurement / maintenance / development / coding / Licensing and all other charges relating to setting up and management.
- 5. The prices offered shall be on a fixed price basis and should not be linked to variables like foreign exchange rate.
- 6. Any contradictory information, conditional pricing, exclusion of any item in TCO computation or error in computation may lead to summary disqualification of the bid as per sole discretion of bank.

TCO (Total Cost of ownership) shall be calculated on the basis of all the cash outflows, for the Seven year period, for bank as proposed by the bidder in Annexure 15.

Commercial bids shall be opened only for those bidders who comply with all the technical requirements detailed in the Technical and Functional specifications. The final selection of the Bidder /s shall be based on lowest commercial quote criteria.

The bid will be evaluated by a committee of the Bank. If warranted the Bank may engage services of external consultants for evaluation of bid. It is Bank's discretion to decide at the relevant point of time.

Bank may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.



# Section D: Background & Existing infrastructure

#### D.1 Background & Purpose

Bank of Baroda (Uganda) Limited consists of a branch network of 16 branches and 21 Cash Recyclers/ATMs. While Bank has network of Branches, Bank's operations also automated and the customers of the Bank avail of various alternate channels of delivery.

# D.2 Existing Infrastructure

Bank has deployed an ATM / POS switch Base24 at its Data Centre. The Switch software is managed by Bank through the system Integrator. The Base24 switch is connected to VISA.

Bank has already installed 14 Cash Recyclers and 7 ATMs (Including 1 Test ATM) connected to Base24 Switch and are connected through Leased Lines. ATMs are enabled for functionalities like Cash Withdrawal (ON US and Acquiring), PIN change, Balance Inquiry, Mini Statement, cash withdrawal with or without card and Cash Recyclers are enabled additionally to accept cash ATMs.

Bank desires to replace 6 of the existing ATMs (below is list) with Cash Recyclers from the successful Bidders / Respondents under this RFP to spread the coverage of banking and associated facilities, being provided and proposed to be provided to the customers as per detailed scope of work given in this RFP and finally agreed upon with the finally selected Bidders / Respondents.

| S.No. | New CR to be installed at Branch/Offsite Location |  |  |  |
|-------|---|--|--|--|
| 1     | Kampala-Main Branch                               |  |  |  |
| 2.    | Ovino Branch                                      |  |  |  |
| 3.    | Entebbe Branch                                    |  |  |  |
| 4.    | Jinja Offsite                                     |  |  |  |
| 5.    | Mukono Branch                                     |  |  |  |
| 6.    | Kabale Branch                                     |  |  |  |

Old ATMs installed at above locations to be taken in buyback:

#### **Section E: Scope of Work**

# Delivery, Installation and Operationalization of CRs with given specification

- 1. The Bank proposes to procure and install 6 Cash Recyclers with rear loading, through the window along with two Digital Image cameras / Surveillance systems.
- 2. Cash Recycler should be able to recycle (accept & dispense) at the minimum UGX 5000, UGX 10000, UGX 20000 and UGX 50000 denominations notes (and cassette configuration as per Bank's requirement) from the same cassettes where the cash is accepted. Ability to recycle all denominations would be required.
- 3. Cash Recycler should also verify the genuineness of the notes while re-cycling currency



- notes for both depositing & dispensing.
- 4. Cash recycling functionality has to be made available from ab-initio stage.
- 5. Bidder /s have to provide user friendly seamless reconciliation process and reports out of the box.
- 6. Cash Recycler should have the capability of impounding counterfeit and suspect currency.
- 7. Cash Recycler should have Note number tagging and traceability to account with appropriate MIS report as per Bank's requirement.
- 8. Cash recycler must provide for adherence to BOU's Note Authentication and Fitness Sorting Parameters. Document for technical process for configuration of the parameter must be provided. Bidder/s has/have to share all technical documentation.
- 9. Bidder should update the software to support all new variants of currency notes as well as new denominations, discontinuation of any currency note, if any, issued subsequently without any extra cost to the Bank during the period of warranty and AMC. Successful Bidder should immediately undertake to upgrade the counterfeit currency detecting software whenever upgrades are released or noticed but not later than 2 weeks after the date of such release. The Bidder to ensure that machine does not accept ATM unfit/Torn currency.
- 10. Cash Recycler should accept and dispense Bulk cash with facility to recognize genuine currency (as per BOUs Note Authentication and Fitness Sorting parameters) of multiple denominations and accept / dispense at least 250 notes at one go / single bunch.
- 11. Cash Recycler should have Capacity of notes storage up to a minimum of 10,000 notes with four storage recycling cassettes or higher and each cassette should have minimum capacity of 2500 notes for recycling. Reject / Universal cassette (All denominations, non issuable currency, ATM Unfit currency which cannot be recycled, cash retracted currency etc.) having minimum storage capacity of 2500 notes and cassette for suspicious / counterfeit notes which will be impounded will be in addition to these storage cassettes.
- 12. Cash Recycler should accept deposits using any Bank's Debit / Credit cards, without cards, using authentications, with biometric, using Voice authentication, using Bar code reading and using QR code reading also.
- 13. Cash Recycler should dispense currency using any Bank's Debit / Credit cards, without cards, using authentications, with biometric, using Voice authentication, using Bar code reading and using QR code reading also.
- 14. Cash Recycler should be able to perform all the normal and value added services like Balance Inquiry, Pin Change, Mini Statement printing, Mobile top-up, Direct Tax Payment, Card to Card Payment, bill payment or any future addition. The bidder should ensure that any future addition to the functionalities are to be provided to bank without any extra to the bank.
- 15. All cassettes of the Cash Recycler or part should be configurable for cash Deposit and Withdrawals. The Bidder shall reconfigure the cassettes as per business requirements of Bank without any additional cost to Bank.
- 16. Cassette Configuration can be assigned individual denomination-wise or can be even configured to have more than one or all denomination per cassette.
- 17. Cash Recycler must have pilfer proof camera able to capture the images of the user / customer at the time of accepting / dispensing and also capture images at the cash slot evidencing acceptance / dispensation of cash besides images of the user. The bidder must provide comprehensive warranty of one year from the date of installation of Cash Recycler and AMC for a period of six years. The warranty and AMC will cover the Cash Recycler, Image VSS systems, and all parts of the Cash Recycler. The bidder will have to rectify the defects / replace the defective parts and equipment wherever required free of cost during the said warranty and AMC period. However, during the period of AMC due to any Force Majeure reasons or due to any reasons not attributable to the Vendor, the same shall be brought before the bank for its due consideration depending upon the merit. The bidder



must justify the reasons for Force Majeure up to Bank's satisfaction. The replacement of such damaged part shall be carried out in two working days failing which penalty shall be levied.

- 18. Bidder to ensure that customer data are saved in the machine as per the format/controls specified by regulator/Bank.
- 19. Bidder will be responsible for loading the Bank's approved software agent for EJ pulling and must coordinate with MS vendor 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. EJ agent found disabled or disconnected has to be restored on T+1 basis. If the successful bidder /s is not able to rectify / resolve the disabled or disconnected sites for EJ pulling in co-ordination with MSP, a penalty (as detailed in Section F of this document) per incident / machine will be charged.
- 20. All machine-wise / Transaction-wise EJs must be stamped with the 'Event Time'. All EJs must also contain information regarding Counterfeit / Suspicious Notes detected and impounded.
- 21. The Bidder must ensure before delivery that operating system is encrypted and hardened to block the services which are not required. Bidder has to provide comprehensive white listing solution to prevent the machine from any cyber attack, intrusion, virus, worm, malware, any other malicious software or similar vulnerability known as on date as well as future emergence. The bidder to ensure timely updation of antivirus to safeguard the machine and its OS from any of above vulnerabilities without any extra cost. The bidder to ensure implementation of only essential services and the security to the satisfaction of Bank's IT Security team. In case of any deviation / vulnerability, bidder to revert back to system hardening, post blocking as specified by Bank at no extra cost to Bank within shortest possible time.
- 22. Bidder to ensure that the admin access to the OS is controlled by dynamic password.
- 23. The Bidder must ensure before delivery that Cash Recycler BIOS is such that the CR will ONLY boot from the primary HDD and nothing else. After this configuration changes, protect this configuration with the BIOS (non-generic) password, which will be managed by the bidder.
- 24. The Bidder should provide end to end solution and implementation, including server/switch application component (without any additional cost to the Bank) suitable for visually challenged persons (with audio support) for all above CR in English, Regional languages. The CR should have Voice Guidance flow enabled for the visually challenged along with Text to Speech, web extension services, functional keys based voice guidance support with internal speakers & jack. The Bidder should also participate in the testing and end to end implementation and rollout without any additional cost to the Bank.
- 25. In future, pursuant to BOU or any other regulatory authority's directives for any development / implementation for any functionality, or due to Industry level changes, (which may require software / hardware changes), the same should be provided to the Bank without any additional cost.
- 26. Bank may require starting new product/functionality/features including MVS in future on these machines. The Bidder to provide any patch support (if required for such new functionality/feature) free of cost to the Bank during contract period for successful implementation.
- 27. The Bank proposes to connect these to its Base24 Switch. The successful Bidder will take total responsibility for supplying, installation of Cash Recycler and making them operational with integration to Base24 switch within one month from the date of Letter of Intent. Bidder/s have to ensure that such compatibility must also be available with any other Switch that the Bank may go in the future, during the period of the contract.
- 28. The successful Bidder /s should provide one Cash Recycler of same/similar configuration /



features as a test bed to the Bank free of cost for POC. The same has to be delivered and installed at address advised by the Bank.

- 29. The Bidder shall deliver Cash Recycler at the respective sites within four weeks from the date of receiving the intimation over e-mail / letter from the Bank and install / operationalize within 5-6 weeks (from the date of receiving the intimation over e-mail / letter from the Bank), failing which the Bank reserves its right to levy penalties / liquidated damages as prescribed elsewhere in the document. In case of existing sites, bidder should verify the earthing voltage and submit a report to the Bank to ensure proper earthing voltage to avoid damage to Cash Recycler parts. Bidder shall undertake site survey / verification to assess the feasibility of the site for installation of the Cash Recycler and submit a report without any additional cost to Bank. The delivery and operationalization of the machine including site survey / verification must be completed with a period of four to six weeks failing which the Bank reserves its right to levy penalties / liquidated damages as prescribed elsewhere in the document.
- 30. Bidder is required to submit one set of OEM's complete technical documentation in soft as well as hard copies.
- 31. For each site, the Bidder is expected to provide a minimum of one set of media and documentation for equipment including software license certificate.
- 32. Bidder is required to support MSSP agent installations and will have to enter into SLA for end user uptime guarantee of minimum 97% (in a 24 hour cycle) for each machine for minimum 7 years (One year warrantee + Six years AMC). The Bidder shall provide remote monitoring support to the MSP for maintaining 97% upward uptime.
- 33. Bank reserves right to request diversion of machines from one site to another either in transit or yet to be dispatched except for diversions from non-entry / road permit state sites to states that require entry / road permit. If any such machine are yet to be shipped or are in transit the Bidder shall bear the entire expenditure incidental to such diversion. For any machine delivered and / or installed at the initial location Bidder should undertake the shifting of Cash Recycler upon request from the Bank at rates given in commercial bid. The shifting will include all work incidental to shifting including de-installation, dismantling, packing, loading, transportation, transit insurance, unloading, unpacking and reinstallation at the new site / location.
- 34. The Bidder shall undertake complete end-to-end installation & operationalization of Cash Recycler.
- 35. Bidder should provide the patch cord of required length at the site from I/O port to Cash Recycler without any extra cost to Bank.
- 36. The Bidder should provide all the software and other utilities required for facilitating integration / interface with Digital Image Surveillance Systems / Alarm Systems / E-Surveillance System/ Multi Vendor Software for these Cash Recyclers.
- 37. If required, Bidder may be asked to install remote monitoring systems to monitor the health of Cash Recyclers on a 24X7 basis and initiate trouble shooting. The system should be capable of sending alerts to Bank's switch/ESQ, which is being used presently as a monitoring tool. Switch/ESQ feed will be provided for monitoring CR health status. The Bidder should do two way integration with the switch/ESQ feed with their systems.
- 38. Cash Recyclers should recognize the Chip cards / Biometric authentication/ Bar code/ QR code and accordingly display the screen / voice prompts. Transaction details entered by the client will be sent to the switch and switch will identify the card as Biometric card or normal and authenticate the client accordingly.
- 39. Cash Recycler may have complete vinyl wrapped on three sides as per the Bank's branding
- 40. The selected Bidder/s will also may have to provide remote diagnostic services by installing necessary agents on each Cash Recycler and connecting through secure means to their centre. These services are meant to diagnose and predict any problems with the Cash



Recycler including but not limited to predicting parts failure (such as card reader, dispenser, transport mechanism or other critical and non-critical parts) and pro-actively replacing parts, carrying out preventive maintenance or specific maintenance services to ensure uninterrupted services on the cash recycler. Monitoring tool should be accessible to bank team also through appropriate console, if required. Cost of these services including cost of connectivity will have to be borne by the selected Bidder/s and will be included in the cost of Cash Recycler quoted for the entire duration of the contract.

- 41. The Bidder should also undertake to deploy and manage centrally customized display screens in graphic mode in any language and also for touch screen format for all transactions undertaken on Cash Recycler. It will be the responsibility of the Bidder to deploy the required screens in the Cash Recycler. It is also a responsibility of the Bidder to deploy the display screens in Cash Recycler whenever Bank makes any modifications in screens without any extra cost during the tenure of the contract. Bank shall arrange for the screens and bidder shall be responsible for centrally loading of the screens on the machines without any cost to Bank.
- 42. 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 Cash Recyclers on all Cash Recyclers 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.
- 43. Even though we do not expect that the Cash Recycler would under any circumstances accept / dispense any counterfeit note, as a matter of abundant precaution, in the rarest of rare case if the Cash Recycler 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 Cash Recycler should be checked immediately and rectified.
- 44. Cash Recycler should have design which provides protection from Pests, Rats, Rodents etc. to infiltrate in the machine. The successful bidder /s have to arrange for replacement of the damaged part / replacement of machine as the case may be during the life of Cash Recycler in case of any loss due to Pests, Rats, Rodents etc. Bank will not entertain any claim of any part damages by Pests, Rats, Rodents etc., however Bank/MSP will arrange for pest control at sites.
- 45. In case of cities having Road Permit / Entry Tax, the Bidder will have to liaison with Local Tax Authorities and branch officials at each of the locations to obtain the necessary permissions from the respective authorities.
- 46. The Bank will however reimburse the amount of taxes paid, if any, in this connection, against production of the original challan.
- 47. The Bidder to obtain transit insurance cover for the Cash Recycler from their factory / warehouse to the Bank site and such insurance cover should be available till installation of the Cash Recycler or till 15 days post delivery, whichever is later.

#### **Terms of Execution of work**

- 1. The selected Bidder/s shall provide SLM, Remote Monitoring, Preventive Maintenance (once in a quarter) and AMC services.
- 2. Successful bidder /s may require to enter into tripartite agreement with Bank and MSP vendor for smooth Cash Recycler operation and EJ pulling services.
- 3. Bank may engage the services of a Managed Service Provider (MSP) for providing following services.
  - i) Cash Services (Loading and Unloading)
  - ii) First Line Maintenance (FLM)
  - iii) Consumable Replenishment
  - iv) Online status monitoring



- v) DVR monitoring
- vi) EJ pulling
- vii) Incident Management

The selected Bidder/s shall provide all necessary support including training to the MSP and installation of EJ client on each machine. The report of the MSP will be considered as final for arriving at end-user availability for the purpose of SLA and penalty calculation.

- 4. Even though we do not expect that the Cash Recycler would under any circumstances accept / dispense any counterfeit note, as a matter of abundant precaution, in the rarest of rare case if the Cash Recycler 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 Cash Recycler should be checked immediately and rectified.
- 5. Service Level Agreements (SLAs) and Non Disclosure Agreement (NDA) will have to be entered into with the Bank with uptime guarantees for all installations.
- 6. Timely closure of SLM calls for all CRs is full responsibility of selected bidder.
- 7. The Bidder should keep the BIOS and OS password for each Cash Recycler in a sealed envelope in Bank's custody. Same will be opened in case of exigency or regulatory requirement.
- 8. Bidder will perform comprehensive Preventive Maintenance of the Cash Recyclers once in a quarter. Preventive Maintenance activity has to be recorded and monitored by the selected bidder centrally and to be submitted to our monitoring team on daily basis. Any observation regarding abnormal behavior of the machine, earthing issue or any other issue that may cause harm to machine, should immediately be brought to the notice of the bank officials through PM report. The Hard Disk (HDD) should be able to store the Video and Image data along with currency note number data for a period of at least six months. The Video and Image data should be retrievable remotely to address any dispute or as a response to police / regulatory authorities. The bidder will be responsible for providing Video and Image data as required by the Bank either by pulling the data remotely or retrieving from the machine physically without any cost to Bank. In the event of bidder failing to provide the Video and Image data as per bank's requirement the Bank shall levy penalty equivalent to the amount of disputed transaction plus penalties imposed by police / regulator / ombudsman / court etc. Such data will have to be provided within 24 hours from the requisition by the Bank failing which the penalty clause will be invoked. The data should be stored securely and must be accessible only to authorized personnel.
- 9. The Bidder would be responsible for timely applying / loading of all the software patches, operating systems updates etc., centrally including loading of complete new screens in all the individual Cash Recycler 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.
- 10. Bidder will also maintain S & G / Mass Hamilton 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.
- 11. All repairs and maintenance service described herein shall be performed by qualified maintenance engineers totally familiar with the machine / equipment. Bank shall arrange to



maintain appropriate environmental conditions such as those relating to temperature, power supply, dust, within the acceptable limits required for machine / equipment similar to that covered by this Agreement. It shall be the responsibility of Bidder to monitor such environmental conditions and bring to the notice of the Bank for changes required, if any, well in advance to arrange for such rectification.

- 12. List of standard MIS reports (available in the machine) and as per requirement of the Bank.
- 13. Customization of MIS reports as per requirements of the Bank without any additional cost to the Bank.
- 14. Bidder will deliver along with the Cash Recycler, 5 rolls of receipt printer for each Cash Recycler. The paper quality of each thermal printer paper should ensure print retention for up to six months.
- 15. Bidder to ensure that DVR images are saved and provided, whenever required by the bank without any extra cost to Bank.
- 16. Vendor /s have to ensure that DVR images are stored in Cash Recyclers on first-in-first-out basis at least for six months.
- 17. Bidder to ensure that time print of the DVR of transaction exactly tally with transaction time printed in EJ.
- 18. Bidder to ensure that DVR images and Video are provided within 10 hours from the lodging of the call from MS vendor/Bank.

#### Locations to be covered

- 1. Bidders should note that Terminals being procured shall be deployed on various locations as per list and the Bidders shall be required to support all such installations.
- 2. The list of the locations is as mentioned in aforesaid table.

# **Training**

- 1. Successful Bidder shall provide onsite training to staff of Bank at each site along with the manuals for user / Administrators besides training to the central administration team consisting of 3 staff members.
- Successful Bidder shall also provide operational onsite training to officers of Bank at each site and at Branches including safe lock password change, viewing / retrieval of images from DVSS system etc. The training should cover features of hardware, reconciliation of cash in Cash Recycler, software, communication devices, security devices interfaces, admin job etc. including hands-on training and exercises.
- 3. At the request of the Bank, the Bidder should provide more rounds of user / administrative training at the required locations, without any extra cost for the Bank staff.

# **Handholding / Support**

- 1. Bank may ask the successful Bidder to provide one resource for hand-holding to the Branch staff as well to customers.
- 2. His responsibilities would include helping Branch staff to carry out day-to-day activities for day end, cash reconciliation, troubleshooting besides motivating customers to migrate to Cash Recycler and assist / help customer to carry out transactions.

#### **Availability of Product and Spares**

- 1. The product / configuration offered should be available during the validity of the purchase order including extended period.
- 2. Spares for the product offered should be available for at least 7 years from date of installation.
- 3. In case the product / configuration offered is discontinued in the mean time, the Successful Bidder should provide Cash Recycler of the new model (better configuration) at the same price. If the Successful Bidder is unable to service the already installed Cash Recyclers due



to non-availability of spares as the said product / model is discontinued by the OEM, then the Successful Bidder will have to replace the said Cash Recycler with new Cash Recycler for which spares and support services are available at no additional cost to the Bank.

- 4. The spare parts rates provided / offered in the Bill of Material will be valid for Cash Recycler during the complete project period of 7 years.
- 5. Machine should not be kept down for more than 48 hours for changing spare part for pending approvals from bank.

#### Warranty

- 1. Successful Bidder has to ensure that the equipments delivered to the Bank are brand new, including all components.
- 2. The Successful Bidder should also ensure that all the software supplied by the Bidder is licensed and legally obtained.
- 3. The offer must include comprehensive on-site warranty of **One Year** from the date of installation and commissioning of the machines / equipments including the replacement of spare parts / replacement of machine. This will include visit of engineers for repairs and replacement of Spares.
- 4. Successful Bidder will be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of all machines / equipment, accessories etc. covered by the offer.
- 5. Successful Bidder must warrant all machines / equipments, accessories, spare parts etc., against any manufacturing defects during the warranty period. During the warranty period Bidder shall maintain the equipment and repair / replace all the defective components at the installed site, at no additional charge to the Bank. The Successful Bidder should replace the part, in case of requirement without any cost to Bank.
- 6. If any particular Cash Recycler is frequently becoming out of order for mechanical reasons for more than three times in a month and for two consecutive months, within one year from the date of installation, the Bank may ask the Successful Bidder to replace the Cash Recycler and the Successful Bidder shall replace the Cash Recycler with another brand new Cash Recycler at no extra cost to the Bank.
- 7. Warranty shall begin from the date of installation.

Warranty shall not become void on account of Bank installing UPS / Uninterruptible Power Supply etc. attached to the Cash Recycler. If the Cash Recycler is down due to non functional UPS then Bidder shall not be held responsible for the downtime and such downtime shall not be considered for calculation of downtime.

#### **Annual Maintenance Contract**

- 1. The Successful Bidder is expected to maintain the equipment supplied for at least 6 years after the expiry of warranty period. The same maintenance standards and terms are expected during warranty period as during AMC period also.
- 2. At the same time, the Successful Bidder is also expected to make available the spare parts for the systems for at least 6 years after the expiry of warranty period. Thereafter, Successful Bidder shall give at least twelve months notice prior to discontinuation of support services. During the period of AMC, the Successful Bidder shall replace all the spares parts which are required to be replaced without any cost to Bank during the tenure of the AMC. However, cost of replacement of spares in case of Force Majeure incidences shall be borne by Bank. The replacement of such spares shall be done at the indicative prices mentioned. Successful Bidder shall have to provide sufficient evidence to support the reasons for Force Majeure up to the satisfaction of Bank.
- 3. If any of the peripherals, components etc. are not available or difficult to procure or if the procurement is likely to be delayed, the replacement shall be carried out with equipment of



equivalent capacity or higher capacity at no charges to the Bank, during the currency of warranty period and AMC.

4. Comprehensive on-site AMC of machine, for the post warranty period, would form part of TCO (Total Cost of Ownership).

Annual Maintenance Charges for each year over a span of 6 Years (after the warranty – Year 0) covering all parts, service, and visits to the concerned branches. AMC will be at fixed percentage of the cost of Cash Recycler quoted by the bidder. Details would be provided to qualified bidders during RFP process.

# Maintenance Standard during Warranty, AMC and SLA

- 1. The Successful Bidder should ensure minimum 97% (in a 24 hour cycle) end user uptime of individual Cash Recycler Terminals on monthly basis during warranty period and post warranty maintenance (AMC) contract period. Successful Bidder is expected to submit this report within a week after expiry of every month. Delays if any on account of procurement of spares shall not be exempted while reckoning the uptime SLA of 97%.
- 2. The selected Bidder/s shall rectify the defect within a period of four hours. The attendance of the call should be intimated to Bank.

# Section F - Payment Terms, Support Services & Miscellaneous Terms/ Requirements

# F.1 The terms of payment

#### a) Payment terms for supply and installations

- 1. No advance payment against purchase order.
- 2. 90% of the value of the machine / equipment shall be paid on installation, on per site basis. The payment shall be released on completion of installation, on per site basis on production of successful installation report duly signed by Bank's officials. The installation report (in original) shall be accompanied by
  - DVSS image (clearly visible with Machine ID)
  - Successful cash transaction receipt (on Bank's branding paper)
  - Successful EJ pulling (docket number to be provided)
  - Reports generation
- 3. Balance 10% after three months of satisfactory performance.
- 4. Bank would make 100% payment on installation / deemed installation against Bank Guarantee of the 10% of invoice value. However, this Bank Guarantee shall be over and above Performance Bank Guarantee given to bank.
  - (Deemed Installation If for reasons attributed to Bank, the vendor is not able to install the machine within 60 working days from delivery at site, then the machine shall be considered as Deemed Installed. However, warranty shall begin from the date of installation)
- 5. Local Taxes / Entry Tax etc., if any, shall be reimbursed only on the production of the original receipt issued by the respective authorities. The Bidder should pay such amounts and claim reimbursement, while claiming the amount due. The claims for reimbursement of Local Taxes / Entry Tax, otherwise, are liable to be rejected.
- 6. If any penalty is imposed for non-payment of Local Taxes / Entry Tax etc., the same shall be borne by the Bidder.
- 7. Bank will not entertain purchase on high-sea sales basis.
- 8. AMC Charges shall be payable half-yearly basis after completion of the related half year.

#### F.2 Penalty Metrics

1. The selected vendor /s shall start integration, of Cash Recyclers within two days of the signing of the contract / Letter of Intent with the Bank and installation & commissioning



within five weeks from placing order to the vendor, in non entry permit states and six weeks in states where entry permits are required. For any delay in delivery and commissioning beyond this period from the date of signing of the contract with the Bank / issuing Letter of Intent by the Bank, the Bank reserves the right to recover Penalty at the rate of 0.5% of the cost of the Contract per week subject to a maximum of 10% of the Total Cost of the Contract price. However, if there is delay beyond the above period and / or amendments thereon, due to reasons attributable to the Bank, such period shall be exempted from computation of delay for the purpose of Penalty. The Vendor /s shall have to produce document showing "Reasons for delay to commence / completion of work" from the representatives of Bank and to undertake to complete the work within next one week of Confirmation of readiness by the Bank. This, however, does not preclude the Bank from invoking the Performance Bank Guarantee and cancelling the contract, if warranted, as per the terms of this RFP / Agreement.

- 2. For providing SLM services, the MSP shall raise incident ticket with the selected Bidder/s and the selected Bidder/s shall rectify the defect within a period of four hours for the call logged up to 3.00 PM and within a period of 18 hours for the call logged after 3.00 PM. If the Bidder/s fail to adhere to the timelines a penalty of UGX 10000 per day would be levied. The attendance of the call should be intimated to Bank. However the penalty amount shall not exceed 50% of total AMC amount payable for month.
- 3. In the event of failure of maintaining the uptime SLA of 98%, (based on the report mentioned under point no. 1 above) a penalty of UGX 10000 per day per Cash Recycler would be levied. However the penalty amount shall not exceed 50% of AMC amount payable for month.
- 4. Bidder will be responsible for loading the Bank's approved software agent for EJ pulling and must coordinate with MS vendor 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. EJ agent found disabled or disconnected has to be restored on T+1 basis. If the successful bidder /s is not able to rectify / resolve the disabled or disconnected sites for EJ pulling in co-ordination with MSP, a penalty of UGX 10000 per day per incident / machine will be charged.
- 5. The Video and Image data should be retrievable remotely to address any dispute or as a response to police / regulatory authorities. The bidder will be responsible for providing Video and Image data as required by the Bank either by pulling the data remotely or retrieving from the machine physically without any cost to Bank. In the event of bidder failing to provide the Video and Image data as per bank's requirement the Bank shall levy penalty @ UGX 10000 per incident, over and above the amount of disputed transaction plus penalties imposed by police / regulator / ombudsman / court etc. Such data will have to be provided within 24 hours from the requisition by the Bank, failing which the penalty clause will be invoked.
- 6. Successful Bidder must warrant all machines / equipments, accessories, spare parts etc., against any manufacturing defects during the warranty period. During the warranty period Bidder shall maintain the equipment and repair / replace all the defective components at the installed site, at no additional charge to the Bank. The Successful Bidder should replace the part, in case of requirement without any cost to Bank within maximum two working days from the date of SLM call logged over phone or otherwise failing which will call for a penalty of UGX 10000 per day.
- 7. Preventive Maintenance is to be carried out on quarterly basis, if Bidder fails to perform the



PM in the given time or delayed, penalty will be applicable UGX 5000 per day per Cash recycler.

- 8. Bidder has to provide comprehensive white listing solution to prevent the machine from any cyber attack, intrusion, virus, warm, malware, any other malicious software or similar vulnerability known as on date as well as future emergence. These solutions will be finalized with the successful bidders. After finalization of the solution, if any machine is found vulnerable on the site for any such threat, a penalty of UGX 5000 per day per machine will be charged apart from the loss occurred to bank due to such security failure.
- 9. If the selected Bidder /s fail to complete the due performance of the contract in accordance to the terms 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 selected bidder. In case of termination of contract, Bank reserves the right to recover an amount equal to 10% of the Contract value as Liquidated Damages for non-performance.
- 10. Both Penalty and Liquidated Damages are independent of each other and are applicable separately and concurrently.
- 11. Penalty and LD is not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the selected bidder /s to prove that the delay is attributable to the Bank and Force Majeure. The selected bidder /s shall submit the proof authenticated by the bidder and Bank's official that the delay is attributed to the Bank and Force Majeure along with the bills requesting payment.

# **Limitation of Penalty**

Overall penalty calculated above, shall be restricted to 50% amount of total monthly payment due to the Bidder under the umbrella of Managed Services. However, any penalty imposed by Regulator / Ombudsman / Other Bank / Any other Government Authority / Office on Customer complaints due to Cash Recycler operation will be recovered from the Bidder over and above the penalty imposed by the bank.

# F.3 Centralized Call Login Facility

The selected bidder should provide a centralized call login facility and through Telephone with 24x7 access for Bank / branches / offices.

# F.4 Audit and Inspection

- The selected bidder shall allow the Bank, its authorised personnel, its auditors (internal and external), authorised personnel from regulatory & statutory authorities to conduct the audit of the operations, applications, servers at DC/ DRC, Cash Vaults and Cash in transit and grant unrestricted right to inspect and audit the operations and records directly related to the services.
- 2. All Bidder records with respect to any matters covered by this tender shall be made available to the Bank or its designees 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. Said records are subject to examination. Bank would execute confidentiality agreement with the Service Provider, provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Company. The scope of such audit would be limited to Service Levels



- being covered under this RFP and subsequent contract, which will be subject to the requirements of statutory and regulatory authorities. The Service Provider's records and sites managed for the Bank shall also be subject to Regulator/Company inspection.
- 3. Compliance with security best practices may be monitored by periodic computer security audits performed by or on behalf of the Company. The periodicity of these audits will be decided at the discretion of the Company. These audits may include, but are not limited to, a review of: access and authorization procedures, physical security controls, backup and recovery procedures, security controls and program change controls. To the extent that the Company deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the Bidder shall afford the Company's representatives access to the Service Provider's facilities, installations, technical resources, operations, documentation, records, databases and personnel.



Annexure- 1

# Covering Letter (Letter to the Bank on the Bidder's letterhead)

| TO,   | Date: |
|---|-------|
| Executive Director Head office 18, Baroda House Kampala Road Kampala Uganda   |       |
| Dear Sir,   |       |
| Re: Covering letter/Compliance Certificate for RFP No. BOBUL/IT/CR/2025/1 Dat   | ed    |
| With reference to your RFP No. BOBUL/IT/CR/2025/1 Dated, we, have RFQ document and understood its contents, hereby submit our Application | •     |

- 1. All information provided in the Application and in the attached documents is true and correct and all documents accompanying such Application are true copies of their respective originals.
- 2. This statement is made for the express purpose of qualifying as a Bidder for **Supply**, installation and maintenance of 6 Cash Recyclers.
- 3. We shall make available to the Bank any additional information it may find necessary or require to supplement or authenticate the Qualification statement.
- 4. We acknowledge the right of the Bank to reject our Application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 5. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
- 6. We declare that:
  - (a) We have examined and have no reservations to the RFP document, including any Addendum issued by the Bank.
  - (b) We do not have any conflict of interest in accordance with Clauses B.40 of the RFP document; and
  - (c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice and we will strictly observe the Laws and that using any type of influence shall be a disqualification for participating in the bidding process.
- 7. We understand that Bank may cancel the Bidding Process at any time and that the Bank is neither bound to accept any Application nor to invite the Applicants to Bid for this RFP, without incurring any liability to the Applicants.

project. The Application is unconditional and unqualified.



- 8. We hereby declare that we have not been barred / black-listed by any Regulatory / Statutory Authority and we have the necessary powers and all statutory approvals required, permissions, licenses and certificates to be appointed as a service provider and the same are still valid and subsisting.
- 9. We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors / Managers / employees.
- 10. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Bank of the same immediately.
- 11. We, hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Bank in connection with the selection of Applicants, selection of the Bidder, or in connection with the selection / Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
- 12. We agree and undertake to abide by all the terms and conditions of the RFP document.

In witness thereof, we submit this application under and in accordance with the terms of the RFP document.

| Yours faithfully,                            |
|--|
| Seal & Signature of the competent Authority: |
| Name:  |
| Designation:                                 |
| Date:  |



**Annexure-2** 

# **Eligibility Bid Template**

We confirm having complied with all the prescribed eligibility Criteria as under:

| Eligibility Criteria   | Compliance<br>(Yes / No) | Detailed / specific document to be submitted  | Details of proof submitted |
|--|--------------------------|---|----------------------------|
| The Bidder should be a Company registered in Uganda  |                          | Certificate of Incorporation and Certificate of Commencement of Business  |                            |
| The bidder should be the Original Equipment Manufacturer (OEM) or their authorized representative in Uganda. 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-4   |                            |
| The Bidder/ OEM Must have an installed base of at least 1000 machines functioning as BNAs or Cash Recyclers or both world wide / globally with certificate of satisfactory performance from at least one or more Banks.  |                          | List of country-wise & Bank-wise installed Cash Recyclers & BNAs as per format in <b>Annexure-5</b> . The letter / certificate of installation & satisfactory performance may be sent to Bank of Baroda (Uganda) Limited by the issuing authority post publication to this RFP. |                            |
| Out of above numbers, The bidder/OEM, must have an installed BNAs/ Cash Recyclers amongst at least three banks in Uganda.  |                          | Letter of satisfactory performance as per format in <b>Annexure-6</b> . The letters should be in English and on the Letter head of the Bank duly stamped and signed.  |                            |
| The support for Bill Validation technology must be available for the entire period of the contract. A certificate from the Bidder / OEM of the Bill Validation technology, who has licensed the technology to the bidder / OEM of the Cash Recycler, must be enclosed with the Eligibility bid certifying and assuring that the said OEM shall provide all support to the bidder for the licensed technology for the entire duration of the contract of seven years  |                          | Self Certificate from OEM of<br>Bill Validation Technology  |                            |



| Dank of Daroua (Oganua) Linnteu                    |            |                                  |                    |  |  |  |  |
|--|------------|----------------------------------|--------------------|--|--|--|--|
| Eligibility Criteria                               | Compliance |                                  | Details of         |  |  |  |  |
|  | (Yes / No) | document to be submitted         | proof<br>submitted |  |  |  |  |
| The Cash Recycler offered as part of the           |            | Certificate from bidder /        | Submitted          |  |  |  |  |
| current RFP must pass the Genuine <b>Note</b>      |            | OEM / an independent             |                    |  |  |  |  |
| ·  |            |                                  |                    |  |  |  |  |
| \ \ \  |            | agency / a central bank or a     |                    |  |  |  |  |
| Authentication and Fitness Sorting                 |            | bank                             |                    |  |  |  |  |
| parameters) <b>test</b> with 100% accuracy, i.e.   |            |                                  |                    |  |  |  |  |
| Pass awarded if 100% of genuine notes              |            |                                  |                    |  |  |  |  |
| accepted in all orientations and other BOU         |            |                                  |                    |  |  |  |  |
| parameters – At this stage of eligibility bid, a   |            |                                  |                    |  |  |  |  |
| self certificate from the Bidder / OEM will be     |            |                                  |                    |  |  |  |  |
| accepted though a certificate from an              |            |                                  |                    |  |  |  |  |
| independent agency / a central bank or a           |            |                                  |                    |  |  |  |  |
| bank currently using the same model of the         |            |                                  |                    |  |  |  |  |
| machine has to be furnished, before                |            |                                  |                    |  |  |  |  |
| commercial Bid opening. However, the               |            |                                  |                    |  |  |  |  |
| Genuine Note Recognition test will have to         |            |                                  |                    |  |  |  |  |
| be demonstrated to the Bank and carried out        |            |                                  |                    |  |  |  |  |
| by the Bank at the time of technical               |            |                                  |                    |  |  |  |  |
| evaluation as also at the time of integration      |            |                                  |                    |  |  |  |  |
| testing (with the finally selected Bidder). A      |            |                                  |                    |  |  |  |  |
| failure at any stage will entail disqualification  |            |                                  |                    |  |  |  |  |
| of the bidder / cancellation of the contract.      |            |                                  |                    |  |  |  |  |
| (A Test bed/POC of at least one machines           |            |                                  |                    |  |  |  |  |
| for testing this functionality must be set-up by   |            |                                  |                    |  |  |  |  |
| the Bidder well in advance, as per the dates       |            |                                  |                    |  |  |  |  |
| given for technical evaluation. Only one           |            |                                  |                    |  |  |  |  |
| chance will be given to the Bidder to              |            |                                  |                    |  |  |  |  |
| demonstrate the success of this test. No           |            |                                  |                    |  |  |  |  |
| second chance will be given under any              |            |                                  |                    |  |  |  |  |
| circumstances)                                     |            | On white and a formula billion / |                    |  |  |  |  |
| The Cash Recycler offered as part of the           |            | Certificate from bidder /        |                    |  |  |  |  |
| current RFP must pass the Counterfeit              |            | OEM / an independent             |                    |  |  |  |  |
| Recognition (as per BOUs Note                      |            | agency / a central bank or a     |                    |  |  |  |  |
| Authentication and Fitness Sorting                 |            | bank                             |                    |  |  |  |  |
| parameters) test with 100% accuracy, i.e.          |            |                                  |                    |  |  |  |  |
| Pass awarded if all counterfeit notes are          |            |                                  |                    |  |  |  |  |
| rejected / not given value for. At this stage      |            |                                  |                    |  |  |  |  |
| of eligibility bid a certificate from the Bidder / |            |                                  |                    |  |  |  |  |
| OEM will be accepted through a certificate         |            |                                  |                    |  |  |  |  |
| from an independent agency / a central bank        |            |                                  |                    |  |  |  |  |
| or a bank currently using the same model of        |            |                                  |                    |  |  |  |  |
| the machine has to be furnished. However,          |            |                                  |                    |  |  |  |  |
| the Counterfeit Recognition test will have to      |            |                                  |                    |  |  |  |  |
| be demonstrated to the Bank and carried out        |            |                                  |                    |  |  |  |  |
| by the Bank at the time of technical               |            |                                  |                    |  |  |  |  |
| evaluation as also at the time of                  |            |                                  |                    |  |  |  |  |
| integration testing (with the finally              |            |                                  |                    |  |  |  |  |
| selected Bidder). A failure at any stage will      |            |                                  |                    |  |  |  |  |
| entail disqualification of the bidder /            |            |                                  |                    |  |  |  |  |
| cancellation of the contract. (A Test              |            |                                  |                    |  |  |  |  |



| Eligibility Criteria   | Compliance | Detailed / specific  | Details of         |
|--|------------|--|--------------------|
|  | (Yes / No) | document to be submitted   | proof<br>submitted |
| bed/POC of at least one machine for testing this functionality must be set-up by the Bidder well in advance, as per the dates given for technical evaluation. Only one chance will be given to the Bidder to demonstrate the success of this test. No second chance will be given under any circumstances)  The Cash Recycler offered as part of the current RFP must pass the Counterfeit Retention and Tracing test with 100% accuracy, i.e. Pass awarded if counterfeits are retained and traceable to customer. At this stage of eligibility bid a certificate from the Bidder/OEM will be accepted through a certificate from an independent agency / a central bank or a bank currently using the same model of the machine has to be furnished. However, the Counterfeit Retention and Tracing test will have to be demonstrated to the Bank and carried out by the Bank at the time of integration testing (with the finally selected Bidder). A failure at any stage will entail disqualification of the bidder / cancellation of the contract. (A Test bed/POC of at least one machine for testing this functionality must be set-up by the Bidder well in advance, as per the dates given for technical evaluation. Only one chance will be given to the Bidder to demonstrate the success of this test. No second chance will be given under any |            | Certificate from bidder / OEM / an independent agency / a central bank or a bank   |                    |
| circumstances)  Bidder/ OEM should be in the business of supplying, installing, commissioning and maintaining Cash Recycler / BNAs in Uganda or abroad for last three years.   |            | Certificate from bidder / OEM  |                    |
| Bidder should have a minimum annual turnover of USD <b>10 million</b> during last three Financial years  |            | Audited Financial Statements (Balance Sheet & Profit & Loss statement) along with complete auditor's certificate / qualifications. |                    |
| The Bidder should have made net profit during last three Financial years   |            | Audited Financial Statements (Balance Sheet & Profit & Loss statement) with complete auditor's                                     |                    |



| Eligibility Criteria   | Compliance<br>(Yes / No) | Detailed / specific document to be submitted  | Details of proof submitted |
|--|--------------------------|---|----------------------------|
|  |                          | certificate / qualifications.   |                            |
| Bank will be installing Cash Recycler Machines across the length and breadth of the country. Bidder/ OEM must have 24X7 support center in Uganda with help line number and managed services infrastructure as per <b>Annexure-7</b> . However, the Vendor having higher number of Service support Centre will be preferred and scored accordingly in technical evaluation.   |                          | List of support Centers citywise with details like complete address, Name of the Engineer / In-charge, Mobile number in a format as per <b>Annexure-7</b> . |                            |
| The proposed model of Cash Recycler must have capability for integration with Base24   |                          | Certificate from Bank where integration with Base24 is  |                            |
| Switch.  The Bidder/ OEM should have an operational DR site (apart from DC site) and a Business Continuity Plan (BCP) in place to ensure that the Bank's data is not lost or Bank's operations are not effected in case of any disaster.   |                          | done  DR site: Bidder to provide details of the location and facilitate visit of Bank officials to the site.  |                            |
| The bidder / OEM should not have their Directors convicted of any criminal offence related to their professional conduct or making false statements or misrepresentations as to their qualifications to enter into a Procurement Contract within a period of two years preceding the date of RFP. If a bidder chooses not to disclose any such issue, and the same comes to Bank's notice at a later date, the Bank will be free to revoke any contract entered with the vendor and invoke Bank Guarantee at its discretion. |                          | Undertaking   |                            |
| The bidder / OEM should not have been blacklisted / terminated by any Government/ Public Sector Organization / Bank/any regulatory authority during the last five years for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices, at any point. If a bidder chooses not to disclose any such issue, and the same comes to Bank's notice at a later date, the Bank will be free to revoke any contract entered with the vendor and invoke Bank Guarantee at its discretion.         |                          | Undertaking   |                            |
| It is required that Bidders/ OEMs /Suppliers / Contractors observe the highest standard of   |                          | "PRE CONTRACT INTEGRITY PACT" as per  |                            |



| Eligibility Criteria                           | Compliance<br>(Yes / No) | Detailed / specific document to be submitted | Details of proof submitted |
|--|--------------------------|--|----------------------------|
| ethics during the procurement, execution and   |                          | Annexure 10                                  |                            |
| continuation of such contracts in pursuance    |                          |  |                            |
| of this policy. Further, all bidders to submit |                          |  |                            |
| an "PRE CONTRACT INTEGRITY PACT"               |                          |  |                            |

We confirm having complied with all the prescribed eligibility criteria of the RFP

SIGNATURE (Name & Designation) (Seal of the firm)



#### **Company Profile**

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

| S.<br>No | ltem  | Details                         | Document Submitted (Please mention section and page number and highlight the key attribute) |
|----------|---|---------------------------------|---|
| 1        | Name of Company   |                                 |   |
| 2        | Postal Address  |                                 |   |
| 3        | Physical address of the Main office   |                                 |   |
| 4        | Physical address of the Data/support Centre   |                                 |   |
| 5        | Physical address of the Disaster<br>Recovery/support Centre   |                                 |   |
| 6        | Telephone and Fax numbers   |                                 |   |
| 7        | Constitution of the Company :   |                                 |   |
| 8        | Company Registration Number (Please submit Registration Certificate)  |                                 |   |
| 9        | Name and designation of the person authorized to make commitments to the Bank   |                                 |   |
| 10       | Mobile, Telephone, E-mail Address of the person authorized to make commitments  |                                 |   |
| 11       | Whether any of the family members of<br>Directors / Majority share holder /<br>Authorized signatory working with the Bank | If yes, please provide details. |   |
| 12       | Year of commencement of Business  |                                 |   |
| 13       | TIN Number  |                                 |   |
| 14       | Brief Description of after sales service facilities available with the Company  |                                 |   |
| 15       | Brief Description of after sales service facilities available with the Company in Uganda                                  |                                 |   |
| 16       | Tax Clearance Certificate   |                                 |   |
| 17       | Copies of Tax Returns   |                                 |   |
| 18       | Copies of the Audited Balance Sheet and Profit & Loss Statement for last 3 years  |                                 |   |



|    | Average turnover of last 3 year's period from |
|----|---|
| 19 | ATM and Cash Recycler business. (Please       |
|    | submit Auditor Certificate if not clear from  |
|    | Audited Balance Sheet.                        |
|    |   |



#### Manufacturer's / OEM Authorization Letter

| No.:   | Date:   |
|--|---|
| The Executive Director Head office, 18, Baroda House Kampala Road, Kampala Uganda  |   |
| Dear Sir,  |   |
| Re: Your RFP for 6 Cash Recyclers  |   |
| We, M/S (Name of OEM), who Equipment Manufacturers of (Moreof Cash Recyclers having our manufacturing factories / plants in of Countries from where the offered product will be sourced) do M/s (Name and address of Authorized Repress a bid, and sign the contract with you for the supply, installation and maintenamentioned goods manufactured by us against the above Request For Proposal (Fig. 1).                                     | lake & Model No.)  (Name hereby authorize entative) to submit ance of the above |
| We hereby extend our full guarantee and warranty for the solution, products and our authorized representative in Uganda, named above, against this Bid Ir undertake to provide any or all of the following materials, notifications, and inform the products manufactured by us and distributed by our authorized representative   | nvitation. We also nation pertaining to   |
| Such Products as the Bank may opt to purchase from our authorized represe provided, that this option shall not relieve our authorized representative in Ugano 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 procure needed requirements; and Following such termination, furnishing at no cost to the Bank, the blueprints, 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, and maintenance obligations required by the contract.  | Technical support   |
| We hereby extend our full comprehensive guarantee and warranty as per Conditional the goods and services offered for supply by the above firm against this RFP. It that in the event of our authorized representative in Uganda failing to perform its the Contract for supply, installation and maintenance of the above product and a for any reason whatsoever, we shall perform all the pending obligations as if between the Bank and us. | We also undertake sobligations under ssociated services                         |
| Yours faithfully   |   |
| (Name of the Authorized Official) (Name of OEM) (Seal of OEM)  |   |



#### **List of Banks**

### <u>Template for submitting List of Banks / Institutions where Cash Recyclers / BNAs currently operational</u>

| S.<br>No. | Name of the Bank / Institution    | No. of                     | No. of<br>BNAs | Total of            |
|-----------|-----------------------------------|----------------------------|----------------|---------------------|
| NO.       |                                   | Recyclers only operational | operational    | Recyclers +<br>BNAs |
| Cou       | ntry A                            |                            |                |                     |
| 1         |                                   |                            |                |                     |
| 2         |                                   |                            |                |                     |
| 3         |                                   |                            |                |                     |
| 4         |                                   |                            |                |                     |
|           | Sub Total for Country A           |                            |                |                     |
| Cou       | ntry B                            |                            |                |                     |
| 1         |                                   |                            |                |                     |
| 2         |                                   |                            |                |                     |
| 3         |                                   |                            |                |                     |
| 4         |                                   |                            |                |                     |
| 5         |                                   |                            |                |                     |
|           | Sub Total for Country B           |                            |                |                     |
| Cou       | ntry C                            |                            |                |                     |
| 1         |                                   |                            |                |                     |
| 2         |                                   |                            |                |                     |
| 3         |                                   |                            |                |                     |
| 4         |                                   |                            |                |                     |
| 5         |                                   |                            |                |                     |
| 6         |                                   |                            |                |                     |
| 7         |                                   |                            |                |                     |
|           | Sub Total for Country C           |                            |                |                     |
| Gra       | nd Total for all Countries A +B+C |                            |                |                     |



#### Certificate of satisfactory performance

То

The Executive Director Head office, 18, Baroda House Kampala Road, Kampala Uganda



#### **Availability of Service Centers**

| S No | List of Major Centers | Center? | Details of Service Center<br>(Postal Address, Contract Number and<br>Number of Service Engineers) |
|------|-----------------------|---------|---|
| 1    |                       |         |   |
| 2    |                       |         |   |
| 3    |                       |         |   |
| 4    |                       |         |   |
| 5    |                       |         |   |
| 6    |                       |         |   |
| 7    |                       |         |   |
| 8    |                       |         |   |
| 9    |                       |         |   |
| 10   |                       |         |   |
| 11   |                       |         |   |
| 12   |                       |         |   |
| 13   |                       |         |   |
| 14   |                       |         |   |
| 15   |                       |         |   |
| 16   |                       |         |   |
| 17   |                       |         |   |
| 18   |                       |         |   |
| 19   |                       |         |   |
| 20   |                       |         |   |
| 21   |                       |         |   |
| 22   |                       |         |   |
| 23   |                       |         |   |
| 24   |                       |         |   |
| 25   |                       |         |   |
| 26   |                       |         |   |
| 27   |                       |         |   |
| 28   |                       |         |   |
| 29   |                       |         |   |

Note: If the Bidder has more then one Service Center in any of the cities listed above they may specify with serial Number



#### **Conformity with Hardcopy Letter**

(to be given by all the Bidders participating in the RFP on their official letterheads)

To

The Executive Director Head office, 18, Baroda House Kampala Road, Kampala Uganda

Sir,

### Sub: RFP for Supply and Installation of 6 Cash Recyclers and Managed Services for all the Cash Recyclers

Further to our proposal dated ....., in response to the Request for Proposal (Bank's response No. hereinafter referred to as 'RFP') issued by Bank of Baroda (Uganda) Limited ('Bank') we hereby covenant, warrant and confirm 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 response documents issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal submitted by us, in all respects.

Yours faithfully,

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



#### **Conformity Letter**

To

The Executive Director Head office, 18, Baroda House Kampala Road, Kampala Uganda

Sir,

Sub: RFP for Supply and Installation of 6 Cash Recyclers and Managed Services for all the Cash Recyclers

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

Authorized Signatory Name: Designation: Bidder's Corporate Name Address

Email and Phone #



#### PRE CONTRACT INTEGRITY PACT

#### General

| This pre-bid pre-contract Agreement (hereinafter called the PRE CONTRACT INTEGRITY PACT) is    |
|--|
| made on day of month, 20, between, on one hand, Bank of Baroda (Uganda                         |
| Limited, having its Head Office at Plot no 18, Baroda House, Kampala road, Kampala (hereinafte |
| called the "BUYER", which expression shall mean and include, unless the context otherwis       |
| requires, his successors in office and assigns) of the First Part and M/                       |
| represented by Mr. / Mrs   |
| , Chief Executive Officer / Authorized Representative  |
| (hereinafter called the "BIDDER / Seller" which expression shall mean and include, unless th   |
| context otherwise requires, his successors and permitted assigns) of the Second Part.          |

WHEREAS the BUYER proposes to procure **Supply**, **installation and maintenance of 6 Cash Recyclers** and the BIDDER / Seller is willing to offer / has offered the said services and

WHEREAS the BIDDER is a Private Company / Public Company / Government Undertaking / Partnership / LLP / LLC / Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER is a Commercial Bank.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

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

The parties hereto hereby agree to enter into this PRE CONTRACT INTEGRITY PACT and agree as follows:

#### 1. Commitments of the BUYER\_

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any



- particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

#### 2. Commitments of BIDDERs

- 1.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
- 2.2 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract for showing or forbearing to show favour or disfavour to any person in relation to the contract.
- 2.4 BIDDERS shall disclose the name and address of Agents and Representatives and Ugandan BIDDERs shall disclose their foreign Principals or Associates.
- 2.5 BIDDERs shall disclose the payments to be made by them to Agents / Brokers or any other intermediary, in connection with this bid / contract.
- 2.6 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer / service provider / integrator / authorised government sponsored export entity and has not engaged any individual or firm or company whether Ugandan or Foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.7 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, Agents, Brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.8 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.9 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.



- 2.10 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.12 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be is closed by the BIDDER at the time of filing of tender.
- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### 3. Previous Transgression

- 3.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this PRE CONTRACT INTEGRITY PACT, with any other company in any country in respect of any corrupt practices envisaged hereunder.
- 3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### 4. Earnest Money (Security Deposit)

- 4.1 While submitting Technical Proposal and Commercial Bid, the BIDDER shall deposit Earnest Money / Security Deposit, with the BUYER through any of the following instruments:
  - i. A confirmed Bank Guarantee by a Scheduled Commercial Bank other than Bank of Baroda (Uganda) Limited, promising payment of the guaranteed sum to the BUYER on demand without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- 4.2 The Earnest Money / Security Deposit shall be valid up to a period of six months or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period.
- 4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bank Guarantee in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bank Guarantee in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money / Security Deposit for the period of its currency.

#### 5. Sanctions for Violations

7.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-



- 5.1.1 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- 5.1.2 The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit / Performance Bank Guarantee (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- 5.1.3 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- 5.1.4 To recover all sums already paid by the BUYER with interest thereon at 2% higher than the prevailing Base Rate of Bank of Baroda (Uganda) Limited, while in case of a BIDDER from a country other than Uganda with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other services, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
- 5.1.5 To encash the Advance Bank Guarantee and Performance Bank Guarantee / Warranty Bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- 5.1.6 To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- 5.1.7 To debar the BIDDER from participating in future bidding processes of the Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- 5.1.8 To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or Agent or Broker with a view to securing the contract.
- 5.1.9 In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- 5.1.10 Forfeiture of Performance Bank Guarantee in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(5.1.1 to 5.1.10) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), for prevention of corruption.
- 5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

#### 6. Fall Clause

The BIDDER undertakes that it has not supplied / is not supplying similar product / services or sub-services in similar quantity during last one year from the date of issuance of this RFP, at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government or any other company.

#### 7. Independent Monitors

7.1 The BUYER may appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.



- 7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.8 The Monitor may submit a written report to the designated Authority of BUYER and, should the occasion arise, submit proposals for correcting problematic situations.

#### 8. Facilitation of Investigation

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

#### 9. Law and Place of Jurisdiction

This Pact is subject to Ugandan Law. The place of performance and jurisdiction is the seat of the BUYER.

#### 10. Other Legal Actions

The actions stipulated in this PRE CONTRACT INTEGRITY PACT are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

#### 11. Validity

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

- 10.1 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 11. The parties hereby sign this PRE CONTRACT INTEGRITY PACT at on



| BUYER                            |  | BIDDER |  |
|----------------------------------|--|--------|--|
| Name of the Officer: Department: | Chief Executive Officer / Authorized Representative Designation: |        |  |
| Witness                          | Witness  |        |  |
| 1                                |  | 1      |  |
| 2                                |  | 2      |  |



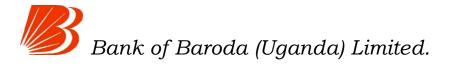
#### **Functional Specifications**

Cash Recycler and the software to be provided should have the capability of performing the following functions through Display Menu:

| S.  | Requirement                                 | Bidder's Response    | Compliance |
|-----|---|----------------------|------------|
| No. |   | / Details (Yes / No) |            |
| 1.  | Transfer of Funds between two accounts      |                      |            |
| 2.  | Account enquiries                           |                      |            |
| 3.  | Cheque Book Requisitioning                  |                      |            |
| 4.  | Cash Deposit (With / Without Card )         |                      |            |
| 5.  | Cash Withdrawal (With / Without Card )      |                      |            |
| 6.  | PIN Change                                  |                      |            |
| 7.  | Mini Statement                              |                      |            |
| 8.  | Mobile Recharge / Top-up                    |                      |            |
| 9.  | Cash on Mobile                              |                      |            |
| 10. | Card to Card Transfer of Funds              |                      |            |
| 11. | Creation / Renewal of TDR/ MF/Insurance     |                      |            |
| 12. | Choice of Language                          |                      |            |
| 13. | National ID Enabled Cash                    |                      |            |
| 10. | deposit/Withdrawal/ Fund Transfer           |                      |            |
| 14. | Biometric based Cash deposit/ Withdrawal/   |                      |            |
| 14. | Fund Transfer                               |                      |            |
| 15. | BAR code Enabled Cash deposit/              |                      |            |
|     | Withdrawal/ Fund Transfer                   |                      |            |
| 16. | QR code Enabled Cash deposit/ Withdrawal/   |                      |            |
|     | Fund Transfer                               |                      |            |
| 17. | Support for all Card Schemes – VISA /       |                      |            |
|     | Master / UnionPay / Diners / AMEX etc.      |                      |            |
|     | Transaction Detail / Receipt Printing with  |                      |            |
|     | following details                           |                      |            |
|     | Device ID, Date and Time                    |                      |            |
|     | Location Code (Alphanumeric)                |                      |            |
| 18. | Card no.                                    |                      |            |
|     | Account No.                                 |                      |            |
|     | Name of account holder                      |                      |            |
|     | Transaction SL No.                          |                      |            |
|     | Amount                                      |                      |            |
|     | Description of transaction                  |                      |            |
| 19. | Admin functions for Cash Management,        |                      |            |
|     | reconciliation                              |                      |            |
| 20. | Should allow canceling a transaction before |                      |            |
|     | its execution. (Appropriate message should  |                      |            |



| S.  | Requirement  | Bidder's Response    | Compliance |
|-----|--|----------------------|------------|
| No. |  | / Details (Yes / No) |            |
|     | appear guiding the customer)   |                      |            |
| 21. | <ul> <li>On-screen instructions</li> <li>Menus for each deposit type</li> <li>Videos detailing transaction steps</li> <li>Flashing lead-through indicators</li> <li>Consumer-guidance labels</li> <li>Distinguishing icons</li> <li>Any future Product Development</li> </ul>  |                      |            |
| 22. | <ul> <li>MIS Reports on:</li> <li>All Deposit Transactions</li> <li>All Dispense Transaction</li> <li>Denomination-wise Cash Balance Report</li> <li>Counterfeit Notes detected (Account wise details)</li> <li>Soiled / Non-issuable Notes</li> <li>Transactions where deposit accepted but transaction failed</li> <li>Transactions where account debited but dispense not done</li> <li>Transaction successful (account credited) but currency returned</li> <li>Reconciliation reports</li> <li>Admin function reports to be enclosed</li> </ul> |                      |            |



#### **Technical Bid Template**

#### Annexure-12

| TECHNICAL REQUIREMENTS |                                 |       |
|------------------------|---------------------------------|-------|
| REAR ACCESS THROUGH TH | E WINDOW CASH RECYCLER          |       |
| Brand of CASH RECYCLER | Original Equipment Manufacturer | Model |
|                        |                                 |       |

| S.<br>No. | Bank Requirements / Specifications                            | Bidder response / offering / specification | Compliance<br>Yes / No | Remarks |
|-----------|---|--|------------------------|---------|
| 1.        | Processor & Hardware  | onering / specification                    | 1637140                |         |
| 1.1.      | Intel® I5 Processor min or above                              |  |                        |         |
| 1.2.      | 8GB DDR2 RAM or higher  |  |                        |         |
| 1.3.      | 1 TB (512 GB x 2 ) SSD  |  |                        |         |
| 1.4.      | USB ports   |  |                        |         |
| 2.        | Software  |  |                        |         |
| 2.1.      | Application interface facilitating all admin, reconciliation, |  |                        |         |
|           | MVS (Multivendor software) 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). Cash Recycler 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 CRs should be PA-DSS compliant.                           |  |                        |         |
| 3.        | Currency Chest  |  |                        |         |
| 3.1.      | UL 291 Level 1 Certified Secure Chest or CEN 1 Safe           |  |                        |         |
| 3.2.      | S&G / MAS Hamilton (KABAMAS-CENCON) dual                      |  |                        |         |



| S.<br>No.     | Bank Requirements / Specifications   | Bidder response / offering / specification | Compliance<br>Yes / No | Remarks |
|---------------|--|--|------------------------|---------|
|               | 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.  |  |                        |         |
| 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.          | Cash Recycler 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 Cash Recycler.  |  |                        |         |
|               | 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  |  |                        |         |
| 4.6.          | more card insertions.  Cash Recycler must also have the readiness for biometric                    |  |                        |         |
| <b>∓.</b> .0. | authentication capability with finger-print reader as per  |  |                        |         |
|               | NIRA specifications or any other regulatory specified  |  |                        |         |
|               | database.  |  |                        |         |
| 4.7.          | Cash Recycler must also have the readiness to start BAR  |  |                        |         |
| <b>→.</b> /.  | Cash recognic must also have the readiless to start DAIN   |  |                        |         |



| S.<br>No. | Bank Requirements / Specifications                            | Bidder response / offering / specification | Compliance<br>Yes / No | Remarks |
|-----------|---|--|------------------------|---------|
|           | code / QR code based transactions                             |  |                        |         |
| 4.8.      | Cash Recycler should have Contactless Card integration        |  |                        |         |
|           | capability  |  |                        |         |
| 5.        | Customer Interface on CASH RECYCLER                           |  |                        |         |
| 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)  |  |                        |         |
|           | Cash Recycler should also be capable for providing Virtual    |  |                        |         |
|           | Keyboard for entering National ID/ Debit Card / Bank code     |  |                        |         |
|           | 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.      | 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            |  |                        |         |



| S.<br>No. | Bank Requirements / Specifications  | Bidder response / offering / specification | Compliance<br>Yes / No | Remarks |
|-----------|---|--|------------------------|---------|
|           | developed by the vendor.  |  |                        |         |
| 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 Ugandan 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 10-<br>12 notes / sec or in less time  |  |                        |         |
| 6.7.      | Full validation time in seconds – multi width rear 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 BOU's 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  |  |                        |         |



| S.<br>No. | Bank Requirements / Specifications                           | Bidder response / offering / specification | Compliance<br>Yes / No | Remarks |
|-----------|--|--|------------------------|---------|
|           | minimum 250 notes at one time and accepting /                |  |                        |         |
|           | dispensing all denominations UGX 5000 and above.             |  |                        |         |
| 7.2.      | Cash Recycler must have template for all new variants of     |  |                        |         |
|           | UGX 5000 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                         |  |                        |         |
|           | 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         |  |                        |         |
|           | Notes, viz.  |  |                        |         |
|           | (a) No Bank Note (Reject)                                    |  |                        |         |



| S.<br>No. | Bank Requirements / Specifications  | Bidder response / offering / specification | Compliance<br>Yes / No | Remarks |
|-----------|---|--|------------------------|---------|
|           | (b) Counterfeit Bank Note (Reject)  |  |                        |         |
|           | (c) Suspicious Bank Note (Reject)   |  |                        |         |
|           | (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.     | Cash Recycler 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, Cash Recycler / 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.   |  |                        |         |
| 7.19.     |   |  |                        |         |
| 8.        | DES chip / Security   | Т  | T                      |         |
| 8.1.      | Capable of supporting Remote key Management – Triple  |  |                        |         |



| S.<br>No. | Bank Requirements / Specifications                          | Bidder response / offering / specification | Compliance<br>Yes / No | Remarks |
|-----------|---|--|------------------------|---------|
|           | DES / RSA with encryption / verification / validation       | <u> </u>                                   |                        |         |
|           | software chip   |  |                        |         |
| 8.2.      | Mandatorily must have anti-skimming devices installed       |  |                        |         |
|           | and integrated for card readers                             |  |                        |         |
| 9.        | Integrated Image Surveillance Solution                      |  |                        |         |
| 9.1.      | Cash recycler 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 Cash           |  |                        |         |
|           | Recycler 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 MUST provide / install & integrate their own         |  |                        |         |
|           | software agent for Remote Monitoring Software support for   |  |                        |         |
|           | the Cash Recycler to monitor its functions from a Central   |  |                        |         |
|           | site. The Cash Recycler should be capable of supporting     |  |                        |         |



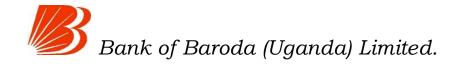
| S.<br>No. | Bank Requirements / Specifications                                | Bidder response / offering / specification | Compliance<br>Yes / No | Remarks |
|-----------|---|--|------------------------|---------|
|           | a third party software agent such as SDMS / Infobase /            |  |                        |         |
|           | 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              |  |                        |         |
|           | <ul> <li>Base24 – using existing device handlers at no</li> </ul> |  |                        |         |
|           | 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 Cash Recycler 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              |  |                        |         |



| S.<br>No. | Bank Requirements / Specifications                          | Bidder response / offering / specification | Compliance<br>Yes / No | Remarks |
|-----------|---|--|------------------------|---------|
|           | and should be capable of running multi Bidder software      |  |                        |         |
| 12.4.     | The Cash Recycler should deactivate immediately when        |  |                        |         |
|           | an skimming or cloning device has been installed on         |  |                        |         |
|           | Cash Recycler   |  |                        |         |
| 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, 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+/-5%          |  |                        |         |
|           | 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  |  |                        |         |



| S.<br>No. | Bank Requirements / Specifications   | Bidder response / offering / specification | Compliance<br>Yes / No | Remarks |
|-----------|--|--|------------------------|---------|
|           | 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<br>the Cash Recycler to the branch siren / hooter without any<br>additional cost to Bank.                            |  |                        |         |
| 13.12.    | Cash Recycler capable of One to One Marketing. Client when Loaded on Cash Recycler should be able to interact with different CRM sources using open standard messaging standards |  |                        |         |
| 13.13.    | Cash Recycler 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.    | Cash Recycler 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 Min 5 support locations 1 spares hubs 5 engineers  |  |                        |         |



#### **Format for Bid Guarantee**

The Executive Director Head office, 18, Baroda House Kampala Road, Kampala Uganda

| 1. | M/s, having its Registered Office at(herein after referred as 'Bidder') has inter-alia agreed to furnish a Bank Guarantee from a Scheduled  |
|----|---|
|    | referred as 'Bidder') has inter-alia agreed to furnish a Bank Guarantee from a Scheduled  |
|    | Bank for amount as security for compliance with the Bidder's obligation in accordance with stipulation of RFP No dated issued by Bank of Baroda   |
|    | (Uganda) Limited.   |
| 2. | On request of the Bidder we(hereinafter called the issuing bank) do hereby  |
|    | undertake to pay to you an amount not exceeding against any non-compliance with conditions contained in the RFP.  |
| 3. | We (the issuing bank) undertake to pay the amounts due and payable  |
| J. | under this guarantee without any demur, merely on a demand from you stating that the  |
|    | amount claimed is due by way of loss or damage caused to or that would be caused to or  |
|    | suffered by you by reasons of any breach by the said Bidder of any of the terms or conditions   |
|    | contained in the RFP by reason of the Bidder's failure to perform the terms thereof. Any such   |
|    | demand on us during the currency shall be conclusive as regards the amount due and  |
|    | payable by us under this guarantee. However, our liability under this guarantee shall be  |
|    | restricted to an amount not exceeding   |
| 4. | Any notice by way of demand or otherwise hereunder may be sent by Courier, or Registered  |
|    | Post to our local address of the issuing Bank and if sent accordingly, it should be received  |
| 5. | and duly and acknowledged by the Bank on or before the expiry date of the guarantee.  |
| 5. | We (the issuing bank) further agree that the guarantee herein contained shall remain in force during the period that would be taken for the performance of the said                       |
|    | obligation and that it shall continue to be enforceable till satisfactory compliance of the terms   |
|    | and conditions thereof by the Bidder or till you certify that the terms and conditions of the said  |
|    | RFQ have been fully and properly carried out by the said Bidder and accordingly discharge   |
|    | the guarantee or till expiry date whichever is earlier.   |
| 6. | This bank guarantee shall remain in operation from the date of issue and we shall not revoke  |
|    | this guarantee during the currency except with your previous consent in writing. You may  |
|    | enforce your rights pursuant to this guarantee in any court or tribunal in accordance with laws   |
|    | of Uganda.  |
| 7. | We (the issuing bank) _further agree with you, that you shall have the  |
|    | fullest liberty without our consent and without affecting in any manner our obligation  |
|    | hereunder to very any of the terms and conditions of the said RFP or to extend time of  |
|    | performance by the said Bidder from time to time or to postpone for any time or from time to any of the power exercisable by you against the said Bidder and to forbear or enforce any of |
|    | the terms and conditions relating to the said RFP and we shall not be relieved from our   |
|    | liability by reason of any such variation or extension being granted to the said Bidder or for  |
|    | any forbearance, act or omission on your part or any indulgence by you to the said Bidder.  |
| 8. | The bank guarantee shall not in any way be affected by your taking or giving up any   |
|    | securities from the Bidder or any other person, firm or company on its behalf or by the   |
|    | winding up, dissolution, insolvency or as the case may be of the Bidder.  |
| 9. | The bank guarantee shall not be affected by any change in our constitution or of the Bidder   |
|    | nor shall it be affected by any change in your constitution or by any amalgamation or   |
|    | absorption but will ensure to the benefit of and be available to and be enforceable by the  |



| 10.  | We have the po                     | •                                  | till expiry date. in you favour and the undersigned h ower of attorney datedissued | nas full<br>by |
|------|------------------------------------|------------------------------------|--|----------------|
| Notw | ithstanding anythir                | g contained herein                 |  |                |
| i)   | Our liability unde                 | er this Bank Guarantee shall not e | xceed amount .   |                |
| iĺ)  | This Bank Guara                    | antee shall be valid up to         | ; and  |                |
| iiĺ) | We are liable to                   | pay the guaranteed amount or a     | any part thereof under this Bank Gual<br>or demand on or before                    |                |
| iv)  | Thereafter, we strights under this | shall stand discharged from all o  | ur liability under this guarantee and a shed, irrespective of the fact wheth       | ıll your       |
| Date | this the                           | day of                             | , 20   |                |



#### **Technical Evaluation Metrics**

| 3. 140.        |   |                |  | ar Paenanca |  |
|----------------|---|----------------|--|-------------|--|
| S. No.         | Response Evaluation Parameters (Both written response, site visits & equipment testing through POC)   | Total<br>Marks | Bidder Response  - Observations &  Marks |             |  |
|                |   |                |  | Remarks     |  |
|                | Brand of Cash Recycler  |                |  |             |  |
|                | OEM   |                |  |             |  |
|                | Model No.   |                |  |             |  |
| 1.             | Bidder / OEM /Service Provider Profile / Experience   | 5.00           |  |             |  |
|                | Bidder / OEM :  |                |  |             |  |
|                | Financials  | -              |  |             |  |
|                | Experience in CR manufacturing  | -              |  |             |  |
|                | Human Resources   |                |  |             |  |
|                |   |                |  |             |  |
|                |   |                |  |             |  |
|                |   |                |  |             |  |
|                |   |                |  |             |  |
|                |   |                |  |             |  |
|                |   |                |  |             |  |
| 2.             | Functional Features of Cash Recycler  | 15.00          |  |             |  |
| <del>2</del> . | offered as mentioned in Annexure 11, out of   | 13.00          |  |             |  |
|                | which some are mentioned below -  |                |  |             |  |
|                | Transaction Detail / Receipt Printing with  |                |  |             |  |
|                | following details (Out of box demonstrated &  |                |  |             |  |
|                | Customizable)   |                |  |             |  |
|                | 1. Device ID, Date and Time   |                |  |             |  |
|                | 2. Location Code (Alphanumeric)   |                |  |             |  |
|                | 3. Card no.   |                |  |             |  |
|                | 4. Account No.  |                |  |             |  |
|                | 5. Name of account holder   |                |  |             |  |
|                | 6. Transaction SL No.   |                |  |             |  |
|                | 7. Amount   |                |  |             |  |
|                | 8. Description of transaction   |                |  |             |  |
|                | Admin functions for Cash Management, reconciliation – Intuitiveness, User friendly, Non-technical, easily understood by Branch Personnel (Admin Function for Dummies) |                |  |             |  |



|          | Cash recycler must also have biometric authentication capability with finger-print reader as per NIRA specifications.  |  |  |
|----------|--|--|--|
|          | Cash Recycler must also have the readiness to  |  |  |
|          | start BAR code / QR code based transactions  |  |  |
|          | Cash on Mobile   |  |  |
|          | Contactless Card integration capability. Check if it is available as implemented during site visits to Banks.  |  |  |
|          | Process Flow available for Deposit & Dispense  – Out of the Box demonstrated & Customizable without cost   |  |  |
|          | e.g.: Should allow cancelling a transaction<br>before its execution. (Appropriate message<br>should appear guiding the customer) –<br>Usability/ Customer Friendly |  |  |
|          | □ On-screen instructions   |  |  |
| <u> </u> | o Menus for each deposit type  |  |  |
| 1        | o Videos detailing transaction steps   |  |  |
| ĺ        | o Flashing lead-through indicators   |  |  |
| 1        | o Consumer-guidance labels   |  |  |
|          | □ Distinguishing icons   |  |  |
|          | MIS Reports on:  |  |  |
|          | □ All Deposit Transactions   |  |  |
| <u> </u> | □ All Dispense Transaction   |  |  |
|          | ☐ Denomination-wise Cash Balance Report  |  |  |
| İ        | Counterfeit Notes detected   |  |  |
|          | □ Soiled /Non-issuable Notes   |  |  |
|          | ☐ Transactions where deposit accepted but transaction failed   |  |  |
|          | ☐ Transaction successful but currency returned   |  |  |
| i        | □ Reconciliation reports   |  |  |
| 1        | □ Admin function reports   |  |  |
|          | Complete List of MIS Reports available out of Box & Customizability  |  |  |
|          |  |  |  |
| 3.       | Technical Features of Cash Recycler offered  |  |  |
|          | Processor & Hardware   |  |  |



| I5 Processor or above  |      |  |
|--|------|--|
| 8GB DDR2 RAM or higher   |      |  |
| 1 TB (512 GB x 2 ) SSD Minimum   |      |  |
| USB ports  |      |  |
| DVD Writer   |      |  |
|  |      |  |
| Software   |      |  |
| Application interface facilitating all admin, reconciliation and MIS functions – Feature set, Usability & settings available – available out of box & Demonstrated and Customizability   |      |  |
| Microsoft Windows 10 Operating System – to check – Mandatory. If not provided then disqualification.   |      |  |
| Software with CEN 3.0 compliant XFS and cross-Bidder Support   | 1.00 |  |
| OS hardening (with Firewall). CASH RECYCLER adequately hardened and only white listed necessary services run in the system. No malware including viruses, worms, Trojans enter and affect the CR and the Network system. All CRs should be PA-DSS compliant.   | 1.00 |  |
| Currency Chest   |      |  |
| UL 291 Level 1 Certified Secure Chest –<br>Obtain certificate  |      |  |
| S&G / MAS Hamilton (KABAMAS-CENCON) dual electronic combination lock of 6+6 digits with capability for one time combination (OTC) without any hardware change – Ask for demonstration  | 1.00 |  |
| Alarm sensors for temperature status, vibration status and chest open status while sending signal / messages to Switch / Management Centre – Check if it is available as default or it is to be built for machines to be supplied to our Bank or if it has been supplied to any Bank with this feature, if yes, to obtain a confirmation letter from the Bank concerned, if possible |      |  |



| IBNS compliance   | 1.00 |  |  |
|---|------|--|--|
| Card Reader   |      |  |  |
| Motorised Smart Card Reader with capability to read track 1 & 2 – Test  |      |  |  |
| Smart card / Chip card EMV Version 4.0, Level 2 approved terminal resident application – To obtain copy of certificate / proof  | 1.00 |  |  |
| Software, firmware, license for using Smart card on CASH RECYCLER   |      |  |  |
| CASH RECYCLER ready for using the EMV chip cards – to test and/or to check during site visit to Banks / POC   |      |  |  |
| Motorised card reader with anti skimming device installed and integrated with the card reader of the Cash Recycler. Details of antiskimming technology / device to be enclosed. Check if the anti-skimming on fascia efficacy and whether it is pilfer-proof and also usability from customer perspective. Ask to demonstrate | 1.00 |  |  |
| Customer Interface on CASH RECYCLER   |      |  |  |
| Touch screen Type: Capacitive/SAW/Infrared with support for visually challenged through FDK and EPP both. (both FDK and touch screens are mandatory) CR should also be capable for providing Virtual Keyboard for entering National ID / Debit Card Number / Bank code number   | 1.00 |  |  |
| Size:15" minimum – No marks to be awarded.<br>Check what is proposed  |      |  |  |
| Privacy Screen Filter should be available for all CRs   |      |  |  |
| Adherence to ADA standards – give details.<br>ADA is American Disability Association. Check<br>if there are other standards and if the offering<br>compliant to these standards   | 1.00 |  |  |



| 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 pad 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 – Check by spilling tea / coffee. Check quality of EPP and the print quality (after how many touches will the paint in the numbers deteriorate?). PCI compliance certificate to be obtained. Does the design prevent overlaying? Check by asking probing queries what happens when the EPP is forcibly removed, especially to data | 1.00 |  |  |
|--|------|--|--|
| The Cash recycler with functionality of self deactivation mechanism and immediately stop functioning when an overlay or any external device has been planted on EPP would be preferred   | 1.00 |  |  |
| Braille stickers on all devices as per requirements to support visually challenged – mandatory   |      |  |  |
| Trilingual Screen Support – just check during site visits/POC – no marks   |      |  |  |
| Voice guidance support with internal speakers<br>& headphone Jack 5 – Mandatory for all the<br>CRs. Check – no marks   |      |  |  |
| Bill Validator   |      |  |  |
| Validating Head width path should be minimum 177 mm or more  |      |  |  |
| Fixed width or centering mechanism with self-<br>adjustable bill path  |      |  |  |
| Validation rate should be 99% or more  | 1.00 |  |  |
| Machine should be able to accept, dispense and validate all Ugandan currency   | 2.00 |  |  |
| Bill escrow capacity should have capacity of min 250 bills or more   | 1.00 |  |  |
| Bill identification time in seconds - should complete 10 notes / sec or in less time   | 1.00 |  |  |



| Full validation time in seconds – multi width front load. Maximum time taken for full validation should be 30 seconds or less (250 bills)  Sensor technology   | 1.00 |  |  |
|--|------|--|--|
| 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  | 0.5  |  |  |
| Compliance to BOU's 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 Vendor's location only). Time required for configuration change - should be done in 2 weeks  | 1.00 |  |  |
| Both side scanning of all bills  | 1.00 |  |  |
| The support for Bill Validation technology must be available for the entire period of the contract. A certificate from the OEM of the Bill Validation technology, who has licensed the technology to the bidder / OEM of the Cash Recycler, must be enclosed with the Eligibility bid certifying and assuring that the said OEM shall provide all support to the bidder for the licensed technology for the entire duration of the contract of seven years | 0.50 |  |  |
| The CASH RECYCLER offered as part of the current RFP must pass the Genuine Note Recognition (as per BOUs Note Authentication and Fitness Sorting parameters) test with 100% accuracy, along with 100% trace with serial number of the currency notes to the account of the customers i.e. Pass awarded if 100% Percentage of genuine notes accepted in all orientations and serial number of all accepted notes are tracked to customer's accounts.        | 1.00 |  |  |
| Acceptance does not mean credit to account it means acceptance by the machine and storing in different cassettes including non issuance  |      |  |  |



| Cash Module  |                |  |
|--|----------------|--|
| Cash recycler must provide for adherence to BOU's Note Authentication and Fitness Sorting Parameters. Document for technical process for configuration of the parameter must be provided. Vendor/s has/have to share a technical documentation   | ng<br>ss<br>pe |  |
| Cash recycler offered as a part of the RFP must pass the tracing test with 100% accuracy i.e. pass awarded if all currency notes accepted and dispensed are traceable with their respective serial numbers to the custome accounts.  | er             |  |
| The CASH RECYCLER offered as part of the current RFP must pass the Counterfeit Retention and Tracing test with 100% accuracy, i.e. Pass awarded if counterfeits are retained and traceable to customer.  |                |  |
| The CASH RE-CYCLER offered as part of the current RFP must pass the Counterfeit Recognition (as per BOUs Note Authentication and Fitness Sorting parameters) test with 100% accuracy along with 100% trace with serial number of the currency notes to the account of the customers, i.e. Pass awarded i all counterfeit notes are rejected / not given value for and traced to the customer account. Check if they can they demonstrate giving credit also or how will they customize | n              |  |
| The Genuine Note Recognition test will have to be demonstrated to the Bank and carried out by the Bank at the time of technical evaluation as also at the time of integration testing (with the finally selected vendor). A failure at any stage will entail disqualification of the bidder / cancellation of the contract. Test with maximum & more than maximum number of notes. Test at least 5 times on each test machine. Check who has given the certificate                     |                |  |



|   | Bunch Note Accepting and dispensing with capacity of minimum 250 notes at one time and accepting / dispensing all denominations UGX 5000, 10000, 20000, 50000. Higher capacity would be preferred and scored higher in technical evaluation <sup>3</sup>   | 1.00 |  |
|---|--|------|--|
|   | Cash Recycler must have template for all new variants of UGX 5000, 10000, 20000, 50000. Test   |      |  |
|   | Minimum 4 recycling cassettes with minimum storage of 2500 notes per cassette, one reject bin/cassette, Non issuable currency Bin/cassette and Bin for counterfeit/suspect notes. Higher capacity for storage and recycling would be preferred and scored higher in technical evaluation. The reject bin, counterfeit/suspect notes bin MUST MANDATORILY have dual locking mechanism. Each Cassette should have capability to hold notes of any Denominations. The cassettes should be configurable on the machine without any additional cost to Bank as: | 1.00 |  |
|   | (a) Deposit only   |      |  |
|   | (b) Dispense only  |      |  |
|   | (c) Deposit and Dispense   |      |  |
| - | (d) Recycle  |      |  |
|   | Deposit/Dispense cassette capacity   |      |  |
|   | □ New Bills  |      |  |
|   | □ Street Grade bills   |      |  |
|   | Any bidder offering less than 4 recycling cassettes to be disqualified   |      |  |
| 1 | Check/test:  |      |  |
|   | Dual Locking of Reject Bin / Counterfeit / Suspect notes / Retracted notes   |      |  |
|   | 2. Each cassette should have capability to hold notes of any denomination  |      |  |
|   | 3. Deposit only  |      |  |
|   | 4. Dispense only   |      |  |
|   | 5. Deposit & Dispense separately – cash-in and Cash out  |      |  |
|   | 6. Recycle   |      |  |



| 7. Capacity to hold New bills & street quality bills <sup>4</sup>   |      |  |
|---|------|--|
| Denomination-wise sorting of the deposited currency notes – this is an essential requirement and expected of every recycler and hence not to be scored  |      |  |
| Cassettes capacity of minimum 2500 notes per cassette. Bank would prefer higher capacity for deposit and recycling and machines offered with higher than the minimum would be scored higher in the technical evaluation3. Any bidder offering or demonstrating anything below 2500 to be disqualified |      |  |
| Reject Bin / cassette with capability to hold<br>Reject / Retracted notes with dual locking<br>mechanism – mandatory. Dual locking to be<br>checked if the reject bin etc. Is outside the<br>cash safe  | 0.50 |  |
| Four orientation bill validation for good and bad currencies  | 1.00 |  |
| Notes deposited should be categorized and put into individual cassettes / bins once they are accepted by the machine. Minimum and essential and hence may not be scored   |      |  |
| Must support all types of transactions - card based, card less and biometric authentication transactions  | 1.00 |  |
| Appropriate treatment for various categories of Bank Notes, viz.  | 1.00 |  |
| (a) No Bank Note (Reject) (b) Counterfeit Bank Note (Impound) (c) Suspicious Bank Note (impound) (d) Real Bank Note (Accept)  |      |  |
| Test multiple times on two different test machines. If two test machines are not made available score below 80% even though machine may otherwise pass all tests  |      |  |
| Capability to back-track the customer for all notes deposited or dispensed with recording of serial numbers of individual currency notes.  Check and test. The note numbers of the currency carried by evaluation team must be pre recorded for ease of evaluation                                    | 1.00 |  |



| Storing & searching facility on image data for later processing. Test data be copied on DVD and preserved by evaluation team  | 1.00 |  |
|---|------|--|
| Cassette that support tracking on docking –<br>Check (Logs should be created whenever<br>cassettes are docked / undocked)   | 1.00 |  |
| Foreign object detection/handling in the input tray   | 1.00 |  |
| Cassette intelligence features  | 1.00 |  |
| Document features and advantages and score accordingly  |      |  |
| Cassette design – horizontal/Vertical Evaluate from ease of operation perspective especially for branch personnel   |      |  |
| Cash transport movement should be secure and under dual locking   | 1.00 |  |
| Capability to communicate to Bank's Switch for updating the hopper wise counter for all the cassettes /BIN including universal BIN on real time basis.  | 1.00 |  |
| DES chip / Security   |      |  |
| Capable of supporting Remote key Management – Triple DES / RSA with encryption / verification / validation software chip  | 1.00 |  |
| Mandatorily must have anti-skimming devices installed and integrated  |      |  |
| Integrated Image Surveillance Solution  |      |  |
| Cash Recycler 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 Cash Recycler 1. To capture the customer image and 2. To capture hand movement while depositing / withdrawing cash from cash slot. | 1.00 |  |



| 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 hard disk should be able to store image data along with currency note number data for a period up to at least 6 months. The image data should be retrievable remotely to address any dispute or as a response to police / regulatory authorities. The bidder/vendor will be responsible for providing the image data as required by the Bank either by pulling remotely or retrieving from the machine physically without any cost to the Bank. The back-ups will be taken at quarterly intervals. |      |  |  |
|--|------|--|--|
| Solution must provide an interface to browse, search and archive the stored images on hard disk or external media.   | 0.50 |  |  |
| Solution must be able to capture & stamp the transaction information on the images.  | 0.50 |  |  |
| The solution must have a search facility to locate an image / event by date & time, card no., transaction reference no. and ID.  |      |  |  |
| The image surveillance solution must provide for and enable monitoring from a central Location.  |      |  |  |
| The image surveillance solution must not degrade the performance of Cash Recycler, e.g. speed of normal transactions.  |      |  |  |
| The Image Surveillance hardware should be integrated within the CASH RECYCLER  |      |  |  |
| Software Agent   |      |  |  |
| Vendor MUST provide / install & integrate their own software agent for Remote Monitoring Software support for the CASH RECYCLER to monitor its functions from a Central site. The CASH RECYCLER 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.   | 1.00 |  |  |
| Should be capable & interfaced with the Bank's Switch – Base24. Bidder to provide proof of certification and / or actual integration with Base24 switch  | 1.00 |  |  |



| Software for reading the EMV chip cards.<br>Smart card / chip card EMV Version 4.0, Level<br>2 approved terminal resident application. Copy<br>of Level 2 Approval certificate to be enclosed  | 1.00 |  |  |
|--|------|--|--|
| 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. | 1.00 |  |  |
| Connectivity – Essential   |      |  |  |
| Should have Network Interface Card 10/100 MBPS – essential and hence need not be scored  |      |  |  |
| Should be capable of connecting to the Bank's Switch – Base24 – using existing device handlers at no additional cost to the Bank   |      |  |  |
| Must support TCP/IP  |      |  |  |
| Interface for Banking Software & Switch Connectivity   |      |  |  |
| Software required for connecting the CASH RECYCLER to Bank's own Network shall be provided by the vendor – essential   |      |  |  |
| Vendor to provide utility for converting the files, containing transaction details, into ASCII format.   |      |  |  |
| Should be preloaded with CEN XFS 3.0 compliant layer and should be capable of running multi vendor software  |      |  |  |
| The Cash Recycler should deactivate immediately when an skimming or cloning device has been installed on Cash Recycler   | 1.00 |  |  |
| Must support DDC / NDC 4 / D912 protocol   |      |  |  |
| Others   |      |  |  |
| Minimum 40 Column Graphic Thermal Receipt Printer. Essential   |      |  |  |
| Electronic journal to be also written on hard disk and replicated on the second hard disk which records images. The solution should include EJ viewer.   |      |  |  |

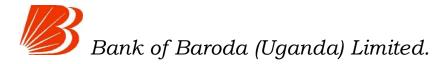


| Support centralized EJ Pulling. Serial number of all notes should be available with EJ or stored separately and made available as and when required.  | 0.50 |  |  |
|---|------|--|--|
| Solution to ensure that EJ must be non-<br>editable after downloading either with<br>encryption or checksum or any other solution<br>to prove the authenticity of EJ before a third<br>party such as the regulator, a Banking<br>Ombudsman, Police authorities etc. Bidders<br>providing this solution will be preferred and<br>scored higher in technical evaluation | 2.00 |  |  |
| Low media warning for all items viz. bills, ink etc   | 0.50 |  |  |
| List of error codes   |      |  |  |
| In-built SMPS to work on 230V 50 Hz power supply – Essential  |      |  |  |
| Support input voltage of 230V AC / 50 Hz with +/-5% variation – Essential   |      |  |  |
| Power Backup in case of power failure to complete the ongoing transaction.  | 1.00 |  |  |
| Specify Power Consumption when in operation. Maximum permissible power consumption when in operation 470 Watts. Lower carbon footprint will be preferred and scored higher in technical evaluation <sup>3</sup>   | 1.00 |  |  |
| Specify Power consumption when the machine is idle. Maximum permissible power consumption in idle situation 230 Watts. Lower carbon footprint will be preferred and scored higher in technical evaluation <sup>3</sup>  | 1.00 |  |  |
| Remote Restart/Power-off facility   | 1.00 |  |  |
| Should provide hardware, software and MIS for the day-to-day operations required by the custodian   | 1.00 |  |  |
| Bidder to integrate – where feasible - the alarm sensors of the CASH RECYCLER to the branch siren / hooter without any additional cost to Bank  |      |  |  |
| Bidder to confirm ability to demonstrate proof of concept about software being capable of supporting all the applications currently developed for the Bank such as Locator, ticketing, Campus fees payment, Mobile Recharge & other Utility Bill Payments.  |      |  |  |



|    | CASH RECYCLER capable of One to One Marketing. Client when Loaded on CASH RECYCLER should be able to interact with different CRM sources using open standard messaging standards.  CASH RECYCLER 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. Essential and may not be scored | 0.5   |  |  |
|----|---|-------|--|--|
|    | CASH RECYCLER MUST MANDATORILY have PIN pad shield covering all three sides to avoid shoulder surfing and capture by the external cameras.  |       |  |  |
|    | Mention the physical foot print of machine in mm (LxBxH) Max HXWXD 1525x570x1170 mm permissible. Lower footprint will be preferred and scored higher in technical evaluation <sup>3</sup>   | 1.00  |  |  |
|    | Should support admin functions for updation of switch counters.   |       |  |  |
| 4. | Support Infrastructure – Min 1 support centers, 1 spares hubs, 5 engineers with landline Numbers. More score for more centers/engineers   | 10.00 |  |  |
| 5. | Reference - Enterprise wide   | 3.00  |  |  |
|    | Bidder  |       |  |  |
|    | OEM   |       |  |  |
|    | Machine Performance   |       |  |  |
|    | Machine Performance – Appreciation  |       |  |  |
|    | 11  |       |  |  |
| 6  | Oral Presentation   | 4.00  |  |  |
| 7  | Manufacturing plant / Factory visit   | 2.00  |  |  |
| 8  | Monitoring / Call Management Centre visit   | 10.00 |  |  |
|    |   |       |  |  |

100.00 0.00



Addl. information:

#### Commercial Bid Template

#### Annexure-15

Table 1

| Item   | Unit Price | No. of Units | Total Price |
|--|------------|--------------|-------------|
| Cost of Cash Recycler with one year warranty (Product & Model) excluding VAT | А          | 6            | A x 6 = [B] |

Table 2

| Item   | Year 1<br>(C) | Year 2<br>(D) | Year 3<br>(E) | Year 4<br>(F) | Year 5<br>(G) | Year 6<br>(H) | Total<br>(I)     |
|--|---------------|---------------|---------------|---------------|---------------|---------------|------------------|
| AMC Percentage (The minimum AMC (after the warranty period) to be quoted by the vendor in the commercial proposal is 6% per annum) | %             | %             | %             | %             | %             | %             |                  |
| Comprehensive AMC<br>Amount (excluding VAT)  |               |               |               |               |               |               | C+D+E+F+G+H= [I] |
| AMC amount (excluding VAT)   |               | ( 1 )         |               |               |               |               |                  |
| Human Resource cost for handholding for one day at each location (excluding VAT)   |               | [J]           |               |               |               |               |                  |



#### Table 3

| S.<br>No. | Item   | Unit Price<br>K | Quantity<br>L | Total Cost<br>M ( = K x L )<br>Excluding VAT |
|-----------|--|-----------------|---------------|--|
| 1.        | Currency Cassette – Secure with lock & key (deposit or dispense) |                 | 10            |  |
| 2.        | Cash Recycler module   |                 | 10            |  |
| 3.        | Stacker unit   |                 | 10            |  |
| 4.        | Dispenser Unit (Cash Recycler module)                            |                 | 10            |  |
| 5.        | Recycler Solution  |                 | 10            |  |
| 6.        | 1 TB SATA Hard Disk  |                 | 5             |  |
| 7.        | Keyboard with inbuilt mouse                                      |                 | 1             |  |
| 8.        | Motorised Smart Card reader                                      |                 | 10            |  |
| 9.        | 15" LCD Monitor with touch screen                                |                 | 5             |  |
| 10.       | PC Core mother board   |                 | 5             |  |
| 11.       | Biometric unit   |                 | 5             |  |
| 12.       | SMPS   |                 | 5             |  |
| 13.       | BAR code unit  |                 | 5             |  |
| 14.       | QR code unit   |                 | 5             |  |
| 15.       | Skimming device  |                 | 5             |  |
| 16.       | Fascia   |                 | 2             |  |
| 17.       | Vandal Shield  |                 | 5             |  |
| 18.       | EPP  |                 | 10            |  |
| 19.       | Hood Door Lock & Key   |                 | 10            |  |
| 20.       | Divert / Reject Cassette   |                 | 10            |  |
| 21.       | Receipt Printer  |                 | 10            |  |
| 22.       | Receipt Transport  |                 | 10            |  |
| 23.       | Receipt Printer Head   |                 | 10            |  |
| 24.       | S & G/ Mass Hamilton Lock  |                 | 10            |  |
| 25.       | Touch Screen   |                 | 10            |  |
| 26.       | Four high Pick Module without cassette                           |                 | 10            |  |
| 27.       | Shutter assembly   |                 | 5             |  |
| 28.       | Harness  |                 | 5             |  |
| 29.       | Visit Charges of Engineer (per visit)                            |                 | -             |  |
| 30.       | Chest Door cutting Charges                                       |                 | 5             |  |
| 31.       | Chest Door handle  |                 | 5             |  |
| 32.       | Shifting of Cash Recycler within same premises with all work     |                 | 5             |  |



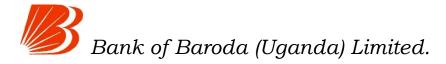
|     | incidental to shifting including de-installation, dismantling, packing, loading, transportation, transit insurance, unloading, unpacking and reinstallation at the new site / location   |   |     |
|-----|--|---|-----|
| 33. | Shifting of Cash Recycler within same City with all work incidental to shifting including de-installation, dismantling, packing, loading, transportation, transit insurance, unloading, unpacking and reinstallation at the new site / location            | 5 |     |
| 34. | Shifting of Cash Recycler from one City to other City with all work incidental to shifting including de-installation, dismantling, packing, loading, transportation, transit insurance, unloading, unpacking and reinstallation at the new site / location | 5 |     |
| 35. | Shifting of Cash Recycler within Uganda, with all work incidental to shifting including de-installation, dismantling, packing, loading, transportation, transit insurance, unloading, unpacking and reinstallation at the new site / location              | 5 |     |
| 36. | Cameras ( Face capturing)  | 1 |     |
| 37. | Cash slot Cameras  | 1 |     |
|     | Total Cost of Spares   |   | (M) |

<sup>#</sup> The quantities mentioned above are projected only for the purpose of Evaluation of the bids. However, Bank reserves the right to alter the quantities as per Bank's requirement and place order at afore said rate as and when required in contract period.

#### Table 4

| Item                                      |                |     | Total            |
|---|----------------|-----|------------------|
| Total Price of Cash Recycler from Table 1 | From Table 1   | [B] | =                |
| Total AMC amount from Table 2             | from Table 2   | [1] | ] =              |
| Cost of One Resource for Two Days         | from Table 2   | [J] | =                |
| Total Cost of Spares                      | © from Table 3 | (M) | ) =              |
|   |                |     |                  |
|   |                |     |                  |
|   |                |     |                  |
| TCO- CR Machine                           |                |     | ( B + I +J + M ) |

#### **Total TCO Amount in words:**



#### **TOTAL COST OF OWNERSHIP (TCO):**

- 1) TCO refers to the aggregate amounts payable by the Bank over the entire period of the contract, however parts as per table 3 will be as per chargeable consumption, which is not inclusive in comprehensive AMC.
- 2) TCO shall encompass but not be limited to the following:
  - a) Cost of the equipment / product or services.
  - b) License fee (Corporate or user specific as defined in RFP)
  - c) Installation and commissioning charges, if any.
  - d) Comprehensive one year (Year 0) on-site warranty of the equipments covering all components, services, and visits to the concerned offices as specified in the RFP.
  - e) Annual Maintenance Charges for the period as specified in the RFP.
  - f) Transportation and Forwarding charges to respective sites.
  - g) Training costs for the product / service / equipment as defined in RFP.
  - h) Cost of one resource for handholding for one day at requested location.
  - i) Service Level Agreement (SLA) costs as defined in RFP for applicable period.
  - j) Insurance to cover the equipment for and from transit period till installation or 15 days after delivery at the locations specified, whichever is later.

VAT not included in above cost and shall be paid on actual basis. However, no penalties respecting any tax shall be paid by the bank.

#### Table 5

| Item   | Unit Price | No. of Units | Total Price |
|--|------------|--------------|-------------|
| Cost of old ATM buyback<br>(existing machines with buyback on as is<br>where is basis) | 0          | 6            | O x 6 = [Z] |



**Annexure-16** 

#### **Performance Bank Guarantee**

To: The Executive Director Head office, 18, Baroda House Kampala Road, Kampala Uganda

| (Ugano | LEAS M/S(Vendor Name), a Company registered under the and having its Registered Office at (Vendor s) (hereinafter referred to as "Vendor Name") was awarded a contract by Bank of Baroda (hereinafter d to as "PO") for "Supply, installation and maintenance of 6 Cash Recyclers".   |
|--------|---|
| (Vendo | WHEREAS, in terms of the conditions as stipulated in the <b>Agreement</b> ,or Name) is required to furnish a Performance Bank Guarantee in your favour for ( Only) towards due performance contract in accordance with the specifications, terms and conditions of the purchase order and   |
|        | contract in accordance with the specifications, terms and conditions of the purchase order and EMENT document (which guarantee is hereinafter called as "BANK GUARANTEE").  |
|        | /HEREAS(Vendor Name) has approached us for providing the GUARANTEE.   |
|        | /HEREAS at the request of(Vendor Name), WE(Bank Name), having its registered office at have to issue the BANK GUARANTEE.  |
|        | EFORE, WE, (Bank Name) furnish you the BANK GUARANTEE in manner hereinafter led and agree with you as follows:  |
|        | We (Bank Name) do hereby expressly, irrevocably and unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time and at all times to the extent of ( Only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of (Vendor Name) of any of the terms and conditions contained in the PO and Agreement and in the event of (Vendor Name) committing default or defaults in carrying out any of the work or discharging any obligation under the PO or Agreement document or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of ( Only) as may |
|        | be claimed by you on account of breach on the part of (Vendor Name) of their obligations or default in terms of the PO and Agreement.   |
|        | Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether (Vendor Name) has committed any such breach / default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us  |



and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur. Any such demand made by Bank shall be conclusive as regards the amount due and payable by us to you.

- 3. This Bank Guarantee shall continue and hold good until it is released by you on the application by (Vendor Name) after expiry of the relative guarantee period provided always that the guarantee shall in no event remain in force after \_\_\_\_\_\_\_(date) without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
- 4. You will have the fullest liberty without our consent and without affecting our liabilities under this Bank Guarantee from time to time to vary any of the terms and conditions of the PO and Agreement or extend the time of performance of the contract or to postpone for any time or from time to time any of your rights or powers against (Vendor Name) and either to enforce or forbear to enforce any of the terms and conditions of the said PO and Agreement and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to (Vendor Name) or any other forbearance, act or omission on your part or any indulgence by you to (Vendor Name) or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit

period of the guarantee beyond the said \_\_\_\_\_\_ (date) unless expressly agreed to by us in writing.

- 5. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from (Vendor Name) or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of (Vendor Name).
- 6. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against \_\_\_\_\_\_(Vendor Name) hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.
- 7. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against us from time to time arising out of or in relation to the PO and Agreement and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
- 8. Any notice by way of demand or otherwise hereunder may be sent by e-mail, SWIFT, special courier, telex, fax or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been received by the bank.
- 9. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto before given to you by us (whether jointly with others or alone) and now existing uncancelled and this Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
- 10. The Bank Guarantee shall not be affected by any change in the constitution of (Vendor Name) or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
- 11. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.



12. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and (Vendor Name) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment here under and (Vendor Name) shall have no claim against us for making such payment.

#### Notwithstanding anything contained herein above;

| 13.   | Our liability under this bank guarantee shall not exceed (Only);   |
|-------|--|
| 14.   | This bank guarantee shall be valid up to (); and   |
| 15.   | We are liable to pay the guaranteed amount or any part thereof under this bank guaranteed only and only, if a written claim or demand served on us on or before ();and   |
| 16.   | Thereafter, we shall stand discharged from all our liability under this guarantee and all your rights under this guarantee shall stand extinguished, irrespective of the fact whether the guarantee in original is returned back to us or not. |
| 17.   | We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by our Bank.   |
| Dated | this theday of, 20   |

XXXXXXXXXXXXXXX END OF DOCUMENT XXXXXXXXXXXXXXXX