Request for Proposal (RFP) for Automated Teller Machine (ATM) Procurement, Maintenance and Services
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<table>
<thead>
<tr>
<th>RFP No.</th>
<th>CARD5/20486/2015-2016</th>
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<tr>
<td>Date of availability of Request for Proposal</td>
<td>From 6th December 2016</td>
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</table>
| Date, time and venue of Pre-Bid Meeting | 12th December 2016 at 02:00 pm  
Venue: Card & Electronic Payments  
KBZ Bank Limited  
No.4 (MS-4), Kandawgyi Villa, Bldg Project  
Upper Mandalay Road, Mingalar Taung Nyunt Township, Yangon |
| Date, time and address for submission of the bids | 16th December 2016 till 05.00 pm  
Venue: Card & Electronic Payments  
KBZ Bank Limited  
No.4 (MS-4), Kandawgyi Villa, Bldg Project  
Upper Mandalay Road, Mingalar Taung Nyunt Township, Yangon |
| Date & time for opening of Conformity to Eligibility Criteria | 19th December 2016 at 10:00 am  
Venue: Card & Electronic Payments  
KBZ Bank Limited  
No.4 (MS-4), Kandawgyi Villa, Bldg Project  
Upper Mandalay Road, Mingalar Taung Nyunt Township, Yangon |
| Date & time for opening of Technical Bids | 19th December 2016 at 10:00 am  
Venue: Card & Electronic Payments  
KBZ Bank Limited  
No.4 (MS-4), Kandawgyi Villa, Bldg Project  
Upper Mandalay Road, Mingalar Taung Nyunt Township, Yangon |
| Date & time for opening of Commercial Bids | 19th December 2016 at 02.00 pm  
Venue: Card & Electronic Payments  
KBZ Bank Limited  
No.4 (MS-4), Kandawgyi Villa, Bldg Project  
Upper Mandalay Road, Mingalar Taung Nyunt Township, Yangon |
| Negotiation | 1st week January 2017 |
| Award of Contract | Middle of January 2017 |
| Contact e-mail id for pre-bid queries | yongki@kbzbank.com |

1. **Background**

*Kanbawza Bank Limited (KBZ Bank)* is a leading commercial Bank licensed to operate in the country of Myanmar. The Bank has highest number of branch/ ATMs network together with customer base. The Bank is one of the pioneers in Myanmar card market. Together with the issuance of domestic debit card & MasterCard/ Visa pre-paid cards, the Bank is looking forward issuance of credit card in near future.

The Bank is moving ahead aggressively and has more customer centric operations to cater to the need of rapidly growing card industry in a focused manner. KBZ Bank is the Bank with the largest
network in the country with 300+ branches all over the country to serve the customer in a best possible manner. KBZ Bank caters to card in affiliation with Master Card International, Visa International, Myanmar Payment Union, Union Pay International and Japanese Card Bureau (JCB). KBZ Bank always prefers quality to quantity of products & services issued.

KBZ Bank has strong brand equity in its core customer segments with programs with MPU/Master Card International/ VISA/ UPI & JCB International as a part of its portfolio. In acquiring segment also, KBZ Bank contributes to the total acquiring business in Myanmar Card market. KBZ Bank has over 1500 Merchant Establishments across the country as on date.

In order to increase the ATM’s base network KBZ Bank is in the process of selecting Successful Bidder(s) for supply, maintenance, installation of ATMs as per the scope given in this document.

2. Statement of Purpose

This RFP has been published from KBZ Bank to invites request for proposal from reputed Companies/firms having proven experience in the field and fulfilling the eligibility criteria as laid down in this document.

Objective of this RFP is to invite sealed bids (separate technical & commercial) for empanelment of vendors for purchase, supply, installation, commissioning and maintenance of 500 ATMs at its branches / offsite locations across the country. KBZ Bank may appoint 1 (one) vendor for supply of ATMs.

In case of KBZ Bank deciding to empanel of more than one vendor (only technically approved vendors shall be given this opportunity), the technical's must be as specified in the RFP document, prices for equipment and services as offered by technically and commercially approved L-1 vendor must be matched.

KBZ Bank at its discretion may purchase additional quantities of ATMs at the contract price and as per the terms and conditions of the contract.

3. Scope of the Project

- Supply, installation, configuration of ATMs / software / other optional items etc. and to interface/integrate with CBS, ATM Switch and switches like VISA, MasterCard and others.
- Testing the operations of ATMs and user acceptance.
- Provide support / maintenance services for the products supplied by skilled staff to ensure that expected levels of uptime, as desired by the KBZ Bank, is met. The support & maintenance services should be extended to the KBZ Bank for a period of minimum 7 years from the date of acceptance.
- Provide specific contingency and incident resolution plans.
- The bidder will advise KBZ Bank on technology obsolescence,
The bill of material offered should conform to the industry standard level security norms and satisfy general features and technical specification given in Annexure I. The proposed hardware & software must meet the current as well as the future requirements of the KBZ Bank.

Objectives and Scope as elaborated above shall be called "PROPOSED SOLUTION" for the purpose of this document.

DISCLAIMER:
(i) The information contained in this RFP document or any information provided subsequently to Bidder(s) whether verbally or in documentary form by or on behalf of the Bank, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

(ii) This RFP is neither an agreement nor an offer and is only an invitation by the Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and obtain independent advice, wherever necessary. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

(iii) This is not an offer by the Bank but only an invitation to bid in the selection process initiated by the Bank. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is executed by the duly authorized signatory of the Bank and the Bidder.

4. Eligibility Criteria for Bidder

The bidder needs to meet the following criteria in order to be qualified as a successful bidder for the supply, installation and commissioning of the ATMs as per the specifications detailed in Annexure-I:

1. The bidder should be a registered company in Myanmar. This must be the individual company turnover and not of any group of companies. The Company should be in sound financial condition as judged by KBZ Bank for this purpose. A copy of audited balance sheet for the last three financial years should be submitted with the offer.
2. The bidder should have service, support and logistics centers across the country to provide 24 x 7 services. The bidder needs to have direct support personnel presence within the country. Such branches/service centers should have been in existence at least for past 1 year. A list of service centers with complete addresses should be provided and how many personnel have been stationed at these centres be also informed.

3. Bidder or its principle should have at least 4 years exposure in supplying, installing, maintaining and managing the ATMs and details of 10 largest clients.

4. The bidder should have qualified project management personnel/team to rollout the ATM deployment project. (No’s along with their qualification and experience be provided).

5. The bidder should have successfully installed and operationalised the offered model of ATMs under SmartVista Switch. Proof thereof must be submitted. The bidder should also provide list of its clients.

6. KBZ Bank prefers Original Equipment Manufacturer (OEM) to quote directly. However, OEM can quote through a single channel partner/system integrator/franchisee. Either OEM or their channel partner/system integrator/franchisee can only participate, if meeting the criteria as mentioned in point 1 above. But both should not participate otherwise both will be disqualified and their offer will be rejected.

7. The bidder should possess direct agreement for sales and support from the Original Equipment Manufacturer (OEM). The bidder must submit with the bid a copy of the agreement and a letter of authority from the OEM that they are authorized to quote on behalf of the OEM.

8. The bidder should be able to leverage on their expertise in providing world class solution for ATM supply, installation and commissioning.

9. The bid should be accompanied by an earnest money of required amount.

10. An undertaking/guarantee in writing to be produced by the original manufacturer of the ATM to comply with the contract in case the authorized distributor fails to execute the terms of the contract.

Photocopies of relevant documents/certificates should be submitted as proof in support of the claims made. KBZ Bank reserves the right to verify/evaluate the claims made by the vendor independently. Non-Compliance of any of the criteria will entail rejection of the offer summarily.

KBZ Bank reserves the right to request for any additional information and also reserves the right to accept or reject the bid of any bidder if in the opinion of KBZ Bank, the qualification data is...
incomplete or the bidder is found not qualified to satisfactorily execute the requirements of the initiative.

5. Instructions To Bidder

5.1 Clarifications of RFP Document

Prospective bidders requiring any clarification of the RFP document may request KBZ Bank in writing by post or by email at the address indicated below:

CARD & ELECTRONIC PAYMENTS DEPARTMENT
Business Support
KBZ Bank Limited
No.4(MS-4), Kandawgyi Villa, Bldg Project Upper Mandalay Road,
Mingalar Taung Nyunt Township, Yangon

Any clarifications in writing must be delivered at above address at least three days before the date of pre bid meeting. KBZ Bank will respond in writing to only such requests complying with the deadline. Copies of KBZ Bank’s response will be made available on KBZ Bank’s website i.e. www.kbzbank.com.

5.2 Amendment to the RFP Document

At any time prior to the deadline for submission of bids, KBZ Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, amend the RFP document. Amendments will be provided in the form of Addenda to the RFP document and will be loaded on the web site. Bidders are required to immediately acknowledge receipt of any such Addenda, and it will be assumed that the amendments contained in such Addenda will be taken into account by the bidder in their bid.

5.3 Preparation of Bids

5.3.1 Completeness of the Bid Documents

The bidder is expected to examine all instructions, forms, terms & conditions and specifications given in the RFP document. The bid documents must be complete in all respects with all the appendices duly filled in. Failure to furnish desired information or failure to comply with any of the instructions or conditions stated in the RFP documents or offering unsatisfactory explanations for non-compliance is likely to lead to rejection of offer. Bid not covering the entire scope of work shall be treated as incomplete and hence rejected. The commercial bid should bring out the firm prices without any ambiguity or conditionality and should be fully in sync with the technical bid to ensure that scope of work is covered. Responses to this RFP should not be construed as an obligation on the part of
KBZ Bank to award a purchase order for any services or combination of services. Failure of KBZ Bank to select a bidder shall not result in any claim whatsoever against KBZ Bank and KBZ Bank reserves the right to reject any or all bids in part or in full. By submitting a proposal, the Bidder agrees to promptly contract with the KBZ Bank for any work to be awarded to the Bidder. Failure on the part of the awarded Bidder to execute a valid contract with KBZ Bank will relieve the bank of any obligation to the Bidder, and a different Bidder may be selected.

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

Each proposal should meet the tender specifications. It is absolutely essential for the bidders to quote the lowest price at the time of making the offer in their own interest. Bidders should quote prices for ATMs as per the Annexure II given in the RFP document.

5.3.2 Cost of the Bidding:

The bidders shall bear all costs associated with the preparation and submission of their bids, including cost of participation for the purposes of clarification of the bid, if so desired by KBZ Bank. KBZ Bank will in no case be responsible or liable for such or other costs, regardless of the conduct or outcome of the bidding process.

All participating party should provide non-refundable Submission Fee USD 3,000 (USD three thousand only) payable in cash.

5.3.3 Earnest Money Deposit (EMD):

The bidders along with their bids shall have to deposit earnest money in the form of Financial Bank Guarantee of USD 100,000 (US Dollar one hundred thousand only) from a scheduled bank, valid for 6 months from the last date of bid submission favoring KBZ Bank. The period of the BG shall be further extended by bidder as per requirements of KBZ Bank. Request for exemption of EMD will not be entertained, and bids submitted without the EMD will be rejected.

The EMD will be forfeited in the following cases:
- Withdrawal/ modification of the bid within the validity period of the bid, after opening of the bids.
- When the successful bidder does not accept the order after issue of Purchase Order (PO).
- When the successful bidder fails to furnish the Performance Bank Guarantee as per the terms.
- When the bidder declines to hold his offer during the validity period of the offer.

In case of unsuccessful bids, the EMD shall be discharged or returned to the unsuccessful bidder within **15 days** after award of contract to non-awardees and a written request from the bidder for the refund. However, EMD of successful bidder shall be discharged or returned upon signing the contract with KBZ Bank and submission of Performance Bank Guarantee. KBZ Bank shall not pay any interest on the EMD.

5.3.4 **Compliance Certificate**

The Bidder shall submit a certificate to the effect that they shall comply with all the terms and conditions given in the RFP document bid ref no. CARD5/20486/2015-2016 and its subsequent amendments if any. The Certificate shall be enclosed in the technical bid otherwise their bid shall be technically rejected and commercial bid shall not be opened.

5.4 **Site Visits by KBZ Bank**

Site visits may be sought at the discretion of KBZ Bank. Bidders have to provide KBZ Bank this opportunity, if requested, to help them to assess and evaluate the bidder’s capabilities. The bidder shall provide all the necessary assistance to arrange the same.

5.5 **Language of Bids**

All bids and supporting documentation shall be submitted in English.

5.6 **Price Structure**

All costs and charges related to the bid must be expressed in US Dollar. The prices quoted should be inclusive of all duties /taxes, levies applicable in centralized billing, insurance, installation charges, transportation charges etc and exclusive of Octroi and entry tax which shall be payable extra on actual. The Octroi, Way bill, Entry tax shall also be payable extra on actual. Further, downward trend in prices shall be reviewed on quarterly basis and vendors shall be under obligation to pass the same to the KBZ Bank.

5.7 **Period of bid validity**

The bids shall be valid for a minimum period of “SIX MONTHS” from the closing date for submission of the bid prescribed in this document. Any bid valid for shorter period shall be rejected by the KBZ Bank as non-responsive.

5.8 **Format and signing of bid**

An accompanying letter is required with the bid which should be signed by the authorized signatory of the bidder.
Each bid shall be made in the legal name of the primary bidder and shall be signed and duly stamped by a person duly authorized to sign on behalf of the primary bidder. The authorized signatory must stamp and initial all pages of the bid documents. The authorized signatory shall be nominated by a letter duly signed by the Managing Director or Chairman of the primary bidding company or a person of equivalent rank.

The primary bidder must stamp and initial all pages indicating unconditional acceptance of all the terms & conditions of RFP and General Conditions of Contract given in the RFP document. The primary bidder’s signature on the bid shall be deemed to imply unconditional acceptance of all the terms & conditions of RFP and the General Conditions of Contract including the conditions specified therein.

5.9 **Limits on Promotion**

The bidder agrees to make no reference to KBZ Bank or this procurement or resulting contract in any literature, promotional material, brochures, sales presentation or the like without the express prior written consent of KBZ Bank.

5.10 **Quality Standards**

KBZ Bank is looking for well-proven branded products, which is volume produced. All products quoted should be associated with specific model numbers and names and with printed literature describing configuration and functionality. Any departures from the printed specifications should be clearly identified in a separate Annexure titled ‘Deviations’, which must be supplied by the bidder along with the offer, document.

5.11 **Quality Assurance**

The bidder shall include in his proposal the quality assurance program containing the overall quality management procedures that the bidder proposes to follow in the performance of the work during various phases of implementation. At the time of award of contract, the detailed quality assurance program to be followed for the execution of the contract will be mutually discussed and agreed to, and such agreed program should form a part of the contract.

6. **Document constituting the bid**

The bid prepared by the bidder shall constitute the following:

6.1 **Technical Bid**

The bidder shall furnish as part of its technical bid, technical details in the prescribed format (Annexure-I). The Technical Bid (TB) should be complete in all respects and contain all information asked for, except prices. The Technical Bid should be complete to indicate that all products and services asked for are quoted. The Bidder should provide a compliance statement for all the specifications of technical requirements against each item. In case any technical variance / deviation is offered, the same must be highlighted along with the pros & cons stated in separate columns. KBZ Bank at its sole discretion
reject the bid with technical deviations / variance. All relevant product information such as user manuals, technical specifications sheet etc should be submitted along with the offer. Failure to submit this information along with the offer could result in disqualification of the bid. KBZ Bank, at its discretion, may not evaluate a Technical Bid (TB) in case of non submission or partial submission of technical details.

6.2 Commercial Bid
The Commercial Bid (CB) should give all relevant price information and should not contradict the Technical Bid in any manner. Item wise price should be quoted as per the Commercial Specification Annexure-II. In case any technical variance is offered, and highlighted in the Technical Bid, the cost differential for the same must be stated in separate columns.

6.3 Enclosures of Bid Document
The bidder shall submit the following documents along with the Technical Bid:
1. The last three financial years audited Balance Sheet and Profit and Loss reports.
2. Bidders Information as per enclosed Annexure – III
3. Point wise compliance of the technical & commercial Terms and conditions enumerated in Tender Document.
4. Certificate from SmartVista/ATM Switch integrator / supplier in Myanmar, specifying that “the ATM module being supplied has been integrated with SmartVista Switch and tested successfully. The ATM module is found compatible with SmartVista”.
5. Duly accepted and signed copy of RFP for acceptance of terms and conditions as contained in this document.
6. Bill of material of the offered product along with the detailed specifications, make and versions of various components and software proposed by the Bidder.
7. Published benchmark results of the offered products.
8. Proof of implementing similar products & services undertaken and list of clients.
9. ISO certification document, if any.
10. Letter from OEM, indicating that the bidder is authorized dealer /Franchisee of the manufacturer.
11. Undertaking that the bidder has installed at least 5,000 ATMs globally.
12. The following information should be furnished along with the technical bid by means of printed technical brochures indicating the feature of the product (s):
   a. Make and model numbers of all the items quoted for
   b. Specifications of all items asked along with technical specifications table.
   c. Version number in case of software. It is required to indicate if the software requires any particular version of the operating system for compatibility.
13. Software(s), which will be supplied free, and the ones that will be charged for, should be clearly indicated. Restrictions on software usage, if any, should also be mentioned
14. List of technically qualified and / or experienced personnel
15. Details of direct support centers / Service Centers with clear escalation mechanism
16. Compliance Certificate
17. List of components, if any, not covered under AMC / Warranty
In case any technical variance is offered, the same must be highlighted in technical bid. However the cost differential must be stated in separate columns along with commercial bid.

7. Submission of Bids

7.1 Sealing and Marking of Bids
The bids in response to this RFP must be submitted in two parts, i.e. ‘Technical Bid’ and ‘Commercial Bid’, both separately sealed packed within one sealed packet before the closure of bid submission time. The contents are explained below:

7.1.1 Sealed Original Packet
- Sealed pack of Original Technical Bid (Hard Copy and Soft Copy)
- Sealed pack of Original Commercial Bid (Hard Copy and Soft Copy)
- Sealed envelope containing the Bank guarantee for the Earnest Money Deposit

The RFP document has to be downloaded from the KBZ Bank’s website (http://www.kbzbank.com) and the bidder shall have to submit a Demand Draft for USD 3,000/- (US Dollar Three Thousand only) at the time of submission of bid, as tender fee, without which the bid shall be treated as incomplete and shall not be considered for evaluation.

Each and every sealed packet should be super scribed as follows:
- (Top left corner) Contents (Technical / Commercial/EMD)
- (Top right corner) Bid Reference Number & Due Date
- (Bottom left corner) Name of Bidder, Address for Communications, Telephone No., Email-id, Mobile Number.

The complete bid must be submitted to KBZ Bank in a single sealed pack containing the two separately sealed packets.

Bids duly sealed should be dropped in the tender box kept at the address of communication on or before the Due Date and Time for receipts of bids. Any other mode of submission, e.g. by post, courier, fax, email etc., will not be accepted. Bids received after due date and time will not be accepted under any circumstances. Please note that if both technical-part 1 and commercial bid-part 2, are kept in the single envelope and not in separate envelopes as state above then that bid will be rejected summarily.
7.2 **Late Bids**
Any bid received after the due date and time for receipts of bids as prescribed by KBZ Bank in this RFP will be rejected and returned unopened to the Bidder.

8. **Opening of bids**
The bids shall be opened in two phases. In first phase the part-I i.e. technical bids shall be opened as per the schedule given in the RFP. Technical Bid Opening Committee of KBZ Bank appointed for the purpose in the presence of bidder(s) who chooses to attend the meeting and they shall sign a register evidencing their attendance.

While the technical bid packet of each bidder will be opened in front of the bidders present, all the unopened commercial bid packets will be sealed together in a packet in front of the bidders and kept aside for opening at a later point in time after the evaluation of the technical bids is complete.

If KBZ Bank is not satisfied with the technical specifications in the tender and observes any deviations, the technical bids of such bidders are liable for rejection and the price bids of such bidders will not be opened. No further discussions shall be entertained with such bidders in respect of the subject technical bid.

Part II of technically qualified bids i.e. Commercial Bids shall be opened in the presence of Bidders’ representatives who choose to attend, at the time, on the date, and at the place that will be communicated to them. The Bidders’ representatives who are present shall sign a register evidencing their attendance. The Bidders’ names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of the requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the commercial bid opening.

KBZ Bank reserves the right to take the services of any one or more external agencies for total evaluation of the proposal submitted by the bidder. However, the final decisive parameters would be at the sole discretion of the KBZ Bank and the KBZ Bank is not liable to disclose either the criteria or the evaluation report/reasoning to the bidder(s).

8.1 **Clarification of Bids**
During the bid evaluation, the KBZ Bank may, at its discretion, ask the bidders for clarifications with respect to their bids. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted. KBZ Bank has the right to disqualify the bidder(s) whose clarifications are found not suitable for the requirement as per scope of the work.

8.2 **Evaluation Criteria**

8.2.1 **General Evaluation Criteria**
KBZ Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule, whether the eligibility criteria has been met or not, whether the required EMD has been furnished and neither the bid(s) are generally in order.

Correction of errors shall be done as detailed in the clause “Corrections of Errors” of this RFP. If the bidder does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. The Purchaser may waive any minor informality, non-conformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

Prior to the detailed evaluation, KBZ Bank will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations.

KBZ Bank reserves the right to visit any site, as part of the evaluation in accordance with the responses given for the identified requirements. This entire exercise has to be carried out by the bidders at their own cost.

8.2.2 Technical Bid Evaluation Criteria

The evaluation of the technical bid shall include but not be limited to the criteria stated below. KBZ Bank reserves the right to add, delete, or modify the criteria.
- Meeting the eligibility Criteria
- Submission of EMD as prescribed by KBZ Bank.
- Organizational Strength and Credentials of bidder(s)
- Proposed product /equipment meeting the technical specifications
- Solution Fitment to meet the Requirements Specifications
- Approach towards the requirements
- Responsiveness and Commitment
- Total compliance to the technical, general and commercial Terms and Conditions without any deviations
- Reach and Spread across the country

8.2.3 Commercial Bid Evaluation Criteria:

The commercial evaluation shall be done as per the following chart:
- Unit price of ATMs (including 1 year warranty)
- Add taxes on price if any
- Add AMC charges per ATM per year (including hardware, software & part replacements) for 3 years after Warranty
- Add taxes on AMC if any
- Total ATM offered = 500 ATMs

8.2.4 No Commitment to Accept Lowest or Any Bid
KBZ Bank shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete. KBZ Bank reserves the right to make any changes in the terms and conditions of purchase. KBZ Bank will be under no obligation to meet and/or have discussions with any bidder, and / or to entertain any representation.

8.2.5 Correction of Errors
Bidders are advised to exercise greatest care in entering the pricing figures. No excuse that mistakes have been made or requests for prices to be corrected will be entertained after the bids are opened. If there are any corrections in the bid document, the authorized signatory should initial them all, failing which the figures for such items shall not be considered.

Based on the KBZ Bank’s requirements as listed in this document, the bidder should identify and offer the best-suited solution/ bill of material for the product that would meet the KBZ Bank’s requirements and quote for the same.

9. Award of Contract
After completion of the evaluation, a contract may be awarded to the technically qualified and commercially successful bidder(s) whose bid meets the requirements of this RFP and is determined to provide the best value to KBZ Bank. KBZ Bank reserves the right to award the contract in whole or in part if it is in its best interests to do so. If required, more than one vendor may be empanelled for delivering the requirement as per the scope of the work.

10. Notification of Award
The acceptance of the bid, subject to contract, will be communicated by way of placing purchase order in writing at the address supplied by the bidder in the bid document. Any change of address of the bidder should therefore be promptly notified to

CARD & ELECTRONIC PAYMENTS DEPARTMENT
Asst General Manager
Business Support
KBZ Bank Limited
No.4 (MS-4), Kandawgyi Villa, Bldg Project
Upper Mandalay Road, Mingalar Taung Nyunt Township, Yangon
11. **Signing of Contract**
The successful bidder(s) shall be required to enter into a contract with KBZ Bank, within thirty (30) days of the award of the work or within such extended period, as may be specified by KBZ Bank. This contract shall be based on this RFP document, P.O, and such other terms and conditions as may be determined by KBZ Bank to be necessary for the due performance of the work, as envisaged herein and in accordance with the bid. However the terms and conditions of purchase order and RFP shall constitute a binding contract till such contract is issued.

12. **Governing Law and Resolution of Disputes**
All disputes or differences whatsoever arising between the parties out of or in relation to the construction meaning and operation or effect of the Contract / Tender Documents or breach thereof shall be settled amicably. If however, the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the applicable national laws, and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal will be subject of the exclusive jurisdiction of courts at Yangon and the language of the arbitration proceedings and that of all documents and communication between the parties shall be in English.

The laws applicable to this contract shall be the laws in force in Myanmar. The contract shall be governed by and interpreted in accordance with the Myanmar law. The successful bidder(s) shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the KBZ Bank or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained. The venue of the Arbitration shall be in Yangon.

13. **Amendments to Contract**
No variation in or modification of the conditions of the contract shall be made except by written amendment signed by the parties.

14. **Correspondences and Notices**
Any correspondence or notice from one party to another under the terms of the contract shall be served by fax or by hand and confirmed in writing to the party's address. A notice shall be effective from the date when delivered.

15. **Performance Bank Guarantee (PBG)**
The successful bidder(s) shall at his own expense deposit with KBZ Bank, an unconditional and irrevocable **Performance Bank Guarantee** (PBG) from scheduled Bank acceptable to KBZ Bank. Further following points must be noted with respect to the PBG:

1) **PBG for warranty period:**
The successful bidder(s) must submit a PBG within 10 days from the date of release of purchase order or signing of the contract by KBZ Bank whichever is earlier. The PBG will be for an amount equivalent to 10% of the total cost of the 100 ATMs and the validity of the PBG shall be 13
months. Once the order for 101th ATM is released, another PBG for similar amount for next 100 ATMs be submitted within 10 days of the purchase order.

II) PBG for AMC period
2 months prior to AMC commencement, the successful bidder(s) i.e. supplier of ATM(s) shall submit a Performance Bank Guarantee equivalent to 25% of AMC value; the PBG shall be valid for 73 months.

The PBG shall be denominated in Myanmar Kyat. All charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the successful bidder.

The PBG so applicable must be duly accompanied by a forwarding letter issued by the issuing bank on the printed letterhead of the issuing bank. Such forwarding letter shall state that the PBG has been signed by the lawfully constituted authority legally competent to sign and execute such legal instruments. The executor (BG issuing Bank Authorities) is required to mention the Power of Attorney number and date of execution in his/ her favor with authorization to sign the documents.

Each page of the PBG must bear the signature and seal of the BG issuing Bank and PBG number.

In order to ensure validity of performance guarantee of applicable amount during the currency of warranty period/ AMC period and as per the requirement and instruction from KBZ Bank, successful bidder(s) to extend the validity of PBG for the period desired by the KBZ Bank and to submit renewed PBG of desired amount and validity period to KBZ Bank 15 days before the expiry date of PBG. In case successful bidder(s) fail to submit the renewed PBG, KBZ Bank is free to invoke the Bank guarantee. The bidder(s) along with their technical bid to submit a letter of undertaking.

In the event of the successful bidder being unable to service the contract for whatever reason, KBZ Bank would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of the KBZ Bank under the contract in the matter, the proceeds of the PBG shall be payable to KBZ Bank as compensation for any loss resulting from the successful bidder’s failure to complete its obligations under the contract. KBZ Bank shall notify the successful bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the successful bidder is in default.

KBZ Bank shall also be entitled to make recoveries from the successful bidder' s bills, performance Bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to in-adverntence, error, collusion, misconstruction or misstatement.

The PBG may be discharged/ returned by KBZ Bank upon being satisfied that there has been due performance of the obligations of the successful bidder under the contract. However, no interest shall be payable on the PBG.
16. General Conditions of Contract

Following are the General Conditions of Contract (GCC) required by KBZ Bank to enter into a relationship with the successful bidder. The GCC stated here is not intended to be exclusive. The GCC has been provided here with the intent of sensitizing the bidder to various clauses, which may be reflected in the final contract. The bidder(s) empanelled for providing complete/part of the Proposed Solution will have to enter into an agreement directly with KBZ Bank. The agreement shall be based on this RFP document and such other terms and conditions as may be determined by KBZ Bank to be necessary for due performance of the work as envisaged therein and in accordance with the bid. The agreement will contain various terms and conditions relating to payment, delivery, installation & operation, training, commissioning & acceptance, support during periods of warranty & maintenance, penalty due to delay in performance etc. All the diagrams, drawings, specifications and other related literature & information provided by the successful bidder(s) under the solution and agreed to by the KBZ Bank will also form a part of the purchase agreement.

16.1 Price Validity

The price charged by the successful bidder(s) for goods delivered and services performed shall not vary from the contracted prices. The offered price shall be valid for 15 months from the last date of submission of bid which may be further extended by the KBZ Bank in its discretion.

No adjustment of the contract price shall be made on account of variation of costs of labor and materials or any other cost component affecting the total cost in fulfilling the obligations under the contract.

The prices once offered must not be subject to escalation due to fluctuation in foreign currency or change in the duty structure or for any reason within the period of validity of the offer. However, the entire benefits/advantages arising out of fall in prices, taxes, duties or any other reason, must be passed on to the KBZ Bank without KBZ Bank specifically asking for it. The contract prices will automatically be reduced with effect from the date from which sale/offer at a price lower than the contract price was made by the successful bidder(s) to the outsider, any person or organization during the currency of the contract price. The contract price will be amended accordingly. The downward price recession shall be evaluated every three months. KBZ Bank at its discretion may terminate the contract if the bidder is not agreeing to the prevailing prices.

16.2 Delivery, Installation and Commissioning/ Liquidation Damages etc.

The successful bidder(s) shall be responsible for timely delivery and installation of the hardware / software component / equipment, and other related items at respective sites within 4-6 weeks from the date of placement of order. Further, the entire equipments shall be installed and operationalised within one week from the date of the delivery. The engineer from the company must visit all the sites immediately after placement of the
order and suggest the site related changes required if any to the concerned office and a consolidated report in this regard should be submitted to Card & EP Office within ten days from the placement of the order. The site engineer may again visit the concerned sites to ensure their completeness before delivery of the equipments so as to avoid any delay in the installation. The successful bidder(s) must ensure the readiness of all prerequisites at the site before making delivery of the equipment to the site. In case any equipment / ATM delivered at unfinished site the successful bidder(s) shall be responsible for such deliveries and shifting of equipment to another site, in case required, without any financial implication to KBZ Bank. If the successful bidder(s) fails to deliver and/or install and or commission of all the equipment ordered within the stipulated time schedule or by the date extended by KBZ Bank, whatever be the reason, it will be considered as a breach of contract.

KBZ Bank may at its option demand and recover from the successful bidder(s) an amount equivalent to 1 (one) percent of the undelivered portion of contract value for every week of delay or part thereof, subject to a maximum of 10% (ten percent) of the undelivered portion of the contract value. Once the maximum is reached, the KBZ Bank may consider termination of the contract. Similarly for delay in services, KBZ Bank may at its option demand and recover from the successful bidder(s) an amount equivalent to 1 (one) percent of the incomplete portion of services for every week of delay or part thereof, subject to a maximum of 10% (ten percent) of the incomplete portion.

Further, KBZ Bank also reserves the right to cancel the order and invoke the Bank Guarantee/Performance Guarantees in case of inordinate delays in the delivery/installation of the equipments. KBZ Bank may foreclose the bank guarantee without any notice. In the event of KBZ Bank agreeing to extend the date of delivery at the request of successful bidder(s), it is a condition precedent that the validity of Bank guarantee shall be extended by further period as required by KBZ Bank before the expiry of the original bank guarantee. Failure to do so will be treated as breach of contract.

In such an event KBZ Bank however, reserves its right to foreclose the bank guarantee. The installation will be deemed as incomplete if any component of the hardware, software, etc for the smooth implementation of PROPOSED SOLUTION and explicitly mentioned in the order or any documentation/media is not delivered or is delivered but not installed and/or not operational not acceptable to the KBZ Bank during the acceptance/examination. In such an event the supply and installation will be termed as incomplete and it will not be acceptable and warranty will not commence. The entire solution will be accepted after complete commissioning of hardware, software and other equipments at all locations and they should work efficiently in integrated environment for a period, load and other parameters as specified in the contract.

Appropriate insurance to cover all the hardware/software components/equipments of "Proposed Solution" for the transit period and till the time of its acceptance by KBZ Bank at the respective site is to be taken by the successful bidder. At the discretion of KBZ
Bank, there will be an acceptance test conducted by the successful bidder(s) in presence of KBZ Bank officials and/or its nominated consultants after installation of complete equipment. In case of serious discrepancy in the hardware/ software components/ equipments of “Proposed Solution” supplied, KBZ Bank may cancel the entire purchase order and return the equipments back to the successful bidder(s) at successful bidder(s)’s costs and risks. The above conditions shall not be applicable in case where KBZ Bank extends the time for reasons beyond the control of the successful bidder. This right of KBZ Bank shall be without prejudice to its rights, under the law, including the right to cancel the contract, forfeit the deposits and recover damages for breach of contract.

Delivery shall mean completion period for supply, commissioning and implementation of PROPOSED SOLUTION along with necessary support and training.

The bidders should familiarize themselves with the site and all the circumstances that may or are likely to affect the performance and completion of the work.

It is not incumbent upon KBZ Bank to notify the successful bidder when to begin, cease, or resume work, or to give early notice of the rejection of erroneous implementation work, or in any way to superintend so as to relieve the successful bidder of responsibility or of any consequence of neglect or carelessness by him or his subordinates. No extension of time is anticipated, but if untoward or extraordinary circumstances should arise beyond the control of the successful bidder, which in the opinion of KBZ Bank should entitle the successful bidder to a reasonable extension of time, such extension may be considered but shall not operate to relieve the successful bidder or any of his obligations. KBZ Bank shall not be liable for any extra financial commitment due to such extension of time.

The successful bidder(s) shall promptly notify KBZ Bank of any event or conditions that might delay the completion of implementation work in accordance with the approved schedule and the steps being taken to remedy such a situation.

KBZ Bank shall have the right to require the discontinuance of the work in whole or in part, for such time as may be necessary, should the condition of the weather or flood or other contingencies make it desirable to do so in order that the work shall be well and properly executed. Extension of time shall be granted to the successful bidder(s) for discontinuance of work so required, and the successful bidder(s) shall not claim for compensation or damage in relation thereto.

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

16.4 Delivery and Documents
Delivery of the goods shall be made by the Supplier in accordance with the terms
specified in the Schedule of Requirements. The details of shipping and /or other
documents are to be furnished by the Supplier are as follows.
a. One Copy of the Supplier Invoice showing contract number, goods description,
   quantity, unit price, total amount;
b. Delivery Note, Railway Receipt or acknowledgement of receipt of goods from the
   Consignee/ Proof of delivery/ Shipping Manifest.
c. Insurance Certificate;
d. Manufacturer’s / Supplier’s Warranty Certificate;
e. Inspection Certificate issued by the nominated inspection agency, if any
f. User Acceptance Test (UAT) report jointly signed by the officials of KBZ Bank and the
   successful bidder.
g. ATM Software License Certificate

16.5 Integration
The scope of the assignment is to supply and installation of the ATMs required for the
KBZ Bank, including adding current feature to ATM and able to meet with future
enhancement with no cost.

16.6 Incidental Services
The Supplier is required to provide the following services.
a. Performance or supervision of on-site assembly and / or start-up of the supplied
   ATMs;
b. Furnishing of a detailed operations and maintenance manual for each appropriate
   unit of the supplied Goods;
c. Performance or supervision or maintenance and / or repair of the supplied Goods,
   for a period of time agreed by the parties, provided that this service shall not relieve
   the Supplier of any warranty obligations under this contract; and

d. Training of the KBZ Bank personnel, at the Supplier’s plant and / or on-site, in
   assembly, start-up, operation, maintenance and / or repair of the supplied Goods
   and on the operating system for the specified number of days.
e. Prices charged by the Supplier for the incidental services, should form part of the
   price quoted

16.7 Inspections and Audit
a. KBZ Bank or its representative shall have the right to inspect and / or test the Goods
to confirm their conformity to the Contract specifications. KBZ Bank shall notify the
Supplier in writing, in a timely manner, of the identity of any representatives retained
for these purposes.
b. Any charges payable to the KBZ Bank representative designated for inspection shall be borne by the purchaser.

c. The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and / or at the Goods’ final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the KBZ Bank.

d. Should any inspected or tested Goods fail to conform to the Specifications, KBZ Bank may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements at no additional cost to the KBZ Bank.

e. KBZ Bank’s right to inspect, test and, where necessary, reject the Goods after the Goods’ arrival in the destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the KBZ Bank or its representative prior to the Goods’ shipment.

f. There shall not be any additional charges for such inspection. However, KBZ Bank may have the discretion to recover the costs related to travel and stay of its staff / consultants if the equipment offered for inspection is not as per KBZ Bank’s requirement or the test conditions are not complied with.

g. It is expected that the equipment should be ready for inspection as per schedule. If the bidder fails to intimate the date of inspection, it will be treated as a breach of contract and the KBZ Bank reserves the right to levy penalty.

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

16.8 Acceptance Test
The Successful Bidder(s) shall submit a detailed Acceptance Test Plan (ATP) for the review by the KBZ Bank. The Acceptance Test Plan shall inter-alia include Inventory Verification, operation of part/complete solution, verification of various features. The test plan duly reviewed and finalized by the KBZ Bank will be the basis for the acceptance of the proposed solution at each location and its integrated operation with ATM Switch.

Any tool/ software/hardware required for conducting such test shall be arranged by the successful bidder(s) at no extra cost to the KBZ Bank.

The successful bidder's implementation team shall conduct the inspection and testing of proposed solution / equipments as per the approved Acceptance Testing Plan (ATP). Following this, KBZ Bank or its nominated consultant may conduct inspection and system acceptance tests based on duly filled ATP document provided by the bidder’s implementation team for tests conducted for proposed solution. However the UAT shall be considered completed only on acceptance by the KBZ Bank through duly authorized
Any abnormality in functioning of the hardware, equipment, and software during acceptance test, as decided by KBZ Bank or KBZ Bank’s authorized representatives, shall be final and binding. The successful bidder shall be responsible to make good all the deficiencies pointed out during the acceptance testing at no extra cost to KBZ Bank. In case some additional effort is required to make good such deficiencies, KBZ Bank shall not be responsible to reimburse any extra cost.

There may be an acceptance test by the KBZ Bank or its nominated consultants after installation and deployment of the proposed solution. In case of discrepancy in hardware/software supplied, KBZ Bank reserves the right to cancel the entire purchase contract and the Bidder should take back their equipment at their costs and risks. The test will be arranged by the bidder at the site in the presence of the officials of the KBZ Bank and/or its consultants. The tests will involve trouble-free operation of the complete system apart from physical verification and testing.

There shall not be any additional charges for carrying out this acceptance test. KBZ Bank will take over the system on successful completion of the above acceptance test. The Acceptance Test & Check certificates jointly signed by Bidder’s representative and KBZ Bank’s official or any consultant/auditor appointed by the KBZ Bank should be received at KBZ Bank office along with invoice etc. for scrutiny before taking up the request for consideration of payment.

16.9 Warranty

The successful bidder(s) shall warrant to KBZ Bank that the goods including all the components of the proposed solution/ATMs designed, supplied and deployed by the successful bidder are new unused of the most recent or current models and that they incorporate all recent improvements in design and material unless provided otherwise in contract/RFP. They shall be of the most suitable grade and fit for the intended purpose. They shall be free from all defects and faults in design and consistent with established and generally accepted standards for the system of the type ordered and in full conformity with the requirement specifications.

The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the KBZ Bank Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination. The successful bidder warrant further that the services to be carried out under this contract shall conform to generally accepted professional standards and KBZ Bank’s practices.
The successful bidder(s) shall provide comprehensive on-site warranty of ATM, Hardware, Software etc. for a period of Twelve (12) months from the date successful UAT and operation of proposed solution / ATM and shall be responsible for any bug removal in the Software, any defect in hardware or equipments or deficiency in functionality of ATM, as specified in the RFP document or through the contract. During the warranty period, the successful bidder(s) will provide all product(s) and documentation updates, patches/ fixes, version upgrades, and new software version releases within 30 days of their availability and should carry out installation and operation of the same at no additional cost to KBZ Bank.

The successful bidder(s) shall be fully responsible for the manufacturer’s warranty in respect of proper design, quality and workmanship of all equipment, accessories etc. covered by the offer. Successful bidder(s) must warrant all equipment, accessories, spare parts etc. against any manufacturing defects during the warranty period. During the warranty period, successful bidder(s) shall maintain the systems and repair/replace at the installed site all defective components, at no charge to KBZ Bank. If during the period of warranty hardware or any component of the solutions is found defective, and which failed in test or in operation or failed more than three occasions within a quarter, the same shall be rectified or replaced with equivalent new component by the successful bidder free of cost to KBZ Bank. Any approval or acceptance by KBZ Bank of the solution shall not in any way limit the liability of successful bidder of his responsibility.

KBZ Bank shall promptly notify the successful bidder in writing of any defect and claim arising under this warranty. Such notice shall be valid during the period of warranty and up to 30 days after the date of expiry of the warranty period. Upon receipt of such notice, the successful bidder shall promptly and satisfactorily rectify or re-implement the defective component / ATM as per contract without cost to KBZ Bank.

The liability of successful bidder in respect of such claims against warranty shall be limited to rectification or re-implementation of the concerned component / ATM, inclusive of all charges for such rectification and re-implementation. Such rectification or reimplementation shall be warranted for the same period as mentioned above. In the event of an emergency where delay in rectification would cause serious loss or damage, if successful bidder fails to remedy the defects in accordance with the contract, within a reasonable time KBZ Bank may proceed to take such remedial action as may be necessary at the risk and cost of the successful bidder. The warranty of the successful bidder shall be without prejudice to any other rights or remedies that KBZ Bank may have against the successful bidder under the contract/supplier.

The cost of any special or general maintenance of system rendered necessary during the warranty period due to defects in the system or defective work carried out by the successful bidder, the same shall be to the account of the successful bidder. The successful bidder shall co-operate with KBZ Bank in all ways in the rectification or re
implementation work, so as to minimize to the extent possible the interruption in operations.

The successful bidder shall prove and establish the performance of the ATM system as specified by testing, should be unable to do so in the first instance, he shall be given an opportunity to rectify the defects and the performance shall be repeated within a specified time. Should the performance of the system still not be up to mark, KBZ Bank shall recover from successful bidder suitable amounts towards the performance deficiencies or reject the system in case the deficiency is beyond the specified limit. Warranty should not become void if KBZ Bank buys any other supplemental hardware (which is duly approved/certified by OEM) from a third party and installs it with/in these machines in the presence of the representative of the successful bidder(s).

However the warranty will not apply to such third party hardware / software product by the KBZ Bank. During the warranty period, supplier is required to maintain, repair and replace any defective or failed components of the ATM excluding consumables like cash tray cassettes, glass doors, fixed Glazing, ribbons, divert cassettes/ purge bin and Stationery at no additional cost to the KBZ Bank. No other component of the ATM is excluded for this purpose. However in case of mal functioning /defect in aforesaid components within six months of operation, bidder(s) has to replace the same with new one at no additional cost to the bank. All the components except consumables as mentioned above are covered under warranty without any exclusion for replacement due to defect or mal-function at no cost to the KBZ Bank.

During Warranty period the supplier is to submit Preventive Maintenance Report on quarterly basis (Electronic system generated report) to the KBZ Bank mentioning the date of PM on a case to case basis. The supplier will submit the Preventive Maintenance call slips to the local KBZ Bank's representative once Preventive Maintenance is performed for processing of payments. If the Preventive Maintenance is not undertaken during each quarter a grace period of two weeks would be given to the supplier for completion of the same for the quarter and if not completed within the grace period, the total warranty period would be extended by three months for the quarter for that particular ATM.

16.10 Comprehensive Maintenance
The successful bidder(s) will give an undertaking that after satisfactory completion of the warranty period, the successful bidder(s) will provide on-site maintenance of the Hardware, Software etc for a minimum period of seven years including warranty period.

The successful bidder(s) will accomplish preventive and breakdown maintenance activities to ensure that all hardware execute without defect or interruption for at least 98.5% up-time on monthly basis for 24 hours a day, 7 days a week of operation of the machine.
As part of Warranty and Maintenance, the successful bidder(s) will provide at no additional cost to KBZ Bank, will provide software updates, patches/fixes, updates/releases and loading updates/software in ATMs. The successful bidder(s) at no additional cost to KBZ Bank shall carry out required customization of software to deliver the functionality within the scope of the work of the RFP. However a part of warranty/AMC, the successful bidder(s) shall also carry out required customization of software to meet future requirement as per mutually agreed terms on case to case basis.

The maintenance contract shall also require that the successful bidder(s) / supplier(s) maintain all supplied documentation updated in such state as to correctly reflect the state of the product i.e. ATM system at any point of time.

The Successful bidder(s) would also keep adequate inventory of the spare parts to ensure committed uptime and to maintain the entire equipment for a minimum period of seven years from the date of acceptance.

The successful bidder shall quote AMC charges for annual Comprehensive maintenance of ATM at site for SIX years from the date of expiry of the warranty period (post-warranty). This charges should be quoted as fixed amount or percentage of purchase value of the ATM excluding taxes, freight etc. The successful bidder(s) or supplier must give firm commitment to provide maintenance at the price quoted as above for six years from the date of expiry of one year warranty.

The scopes of comprehensive maintenance cover upkeep and maintenance of ATM system replacement of damaged, failed component, rectification and installation of hardware and software.

All the parts of ATM except consumables like Currency Cassettes, Ribbons, and stationery are covered under the scope of AMC. The supplier is also expected to maintain the equipment supplied for at least seven years from the date of acceptance by the KBZ Bank. 

During AMC period the supplier is required to perform Preventive Maintenance (PM) on quarterly basis and submit call reports without fail. KBZ Bank has got right to withhold the payment of AMC for the quarter for Non-performance or non-submission of PM reports. The scope of each PM shall cover loading/upgrading ATM screens, software, IP addresses, any other configuration/software changes required by KBZ Bank.

KBZ Bank will pay AMC Charges after the end of warranty period for each year on a quarterly basis. The amount would be paid by the KBZ Bank at the beginning of each quarter along with the applicable service tax, after receipt of the Demand Note.

The performance Guarantee will be linked to the AMC obligations of the supplier. The Performance Bank Guarantee shall be as per the standard format of KBZ Bank. The KBZ
Bank reserves its right to disqualify any offer made with AMC rate of 3% of the purchase value of ATM excluding taxes, freight Octroi etc. or less as unrealistic.

KBZ Bank will pay AMC Charges in USD or equivalent in Myanmar Kyat as applicable. It may be noted that, the payment of AMC shall be released against the PBG of the value equivalent to the amount of AMC payable. The successful bidder(s) would have to submit the BG of equivalent amount valid for the AMC period to the KBZ Bank.

KBZ Bank reserves right not to enter into / renew AMC any time after warranty period of one year.

KBZ Bank reserves the right to outsource the maintenance of the systems to a third party or KBZ Bank may decide to perform the maintenance in-house. Whatever the case may be(either third-party or in-house maintenance), the successful bidder will undertake to provide to the persons/ agencies, authorized by KBZ Bank for the purpose, requisite maintenance training, technical know-how, and expert assistance on terms mutually agreed upon between KBZ Bank and the successful bidder at that time.

If during the warranty / AMC period, any critical component of the entire configuration is out of service for three days of failed 3 times in a quarter the successful bidder shall replace the unit with equivalent new one at no cost to KBZ Bank.

16.11 Up Time and Delay in Repair

Any ATM including the software components / hardware equipments that are reported to be down on a given date should be repaired immediately. The resolution should not exceed 4 hours from the time of registering a complaint.

The successful bidder(s) to ensure overall uptime of 98.5% to be calculated on monthly basis. As such overall downtime should not exceed 1.5% per ATM, calculated on monthly basis as nX24 hours where 'n' is the number of days in a month (calendar year basis). If the downtime is less than 24hrs the penalty will be calculated on prorate basis. However at any instance the downtime for any ATM should not exceed 4 hours from the time of registration of complaint.

In case the Vendor fails to meet any one of the above standard of maintenance, there will be a penalty of MMK 25,000/- (Kyat twenty five thousand only) per day per ATM subject to a maximum of MMK 250,000/- (Kyat two hundred fifty thousand only) per year per ATM not complying to the down time as specified by the KBZ Bank. Moreover if the uptime is not as per the expectation of purchaser, the performance security may be invoked.

The fault reporting by the KBZ Bank(s) and/or its representative or agent will be through a telephonic message or any other mode as the KBZ Bank(s) may decide.
16.12 **Supply of Software and Hardware**

The Successful Bidder has to identify Standard Software required by the KBZ Bank to support the operation of the Proposed Solution / ATMs and Application Software duly customized to achieve the requirements of the contract specifications and the price thereof.

The hardware, software license and media supply dispatches shall be made only after obtaining supplies clearance by KBZ Bank’s authorized representative. The software licenses should be fully paid-up, irrevocable, non-exclusive license across various countries to access, replicate and use the Application Software and the customized Software provided by the bidder, including all inventions, designs and marks embodied therein in perpetuity.

Successful Bidders should only quote for latest model of the equipments or latest release of the software as on the date of submission of their bids. While quoting, the bidders should anticipate the model/version/ product changes during the project implementation period and should budget for that. KBZ Bank reserves the right to ask for the latest model/version/ upgrade at no extra cost.

Bidder should ensure that the hardware delivered to the KBZ Bank including all components and attachments are brand new and are of original make and are free from any manufacturing defects. In case at a later date it is found that the products supplied by the successful bidder(s) do not conform to the quality and/or are refurbished, KBZ Bank reserves the right to cancel the entire order and the successful bidder(s) shall be liable to refund the entire amount received along with the interest and penalties without referring to any other clause contained in the contract.

In case of software supplied with the system, the bidder should ensure that the same is licensed and legally obtained with valid documentation made available to the KBZ Bank. Bidder shall indemnify, protect and save the KBZ Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc or such other statutory infringements under the Copy Rights Act, 1911 Myanmar in respect of all the hardware, software or other systems supplied by them to the KBZ Bank from whatsoever source.

The Bidder should furnish a letter from original equipment manufacturer authorizing the bidder to quote for OEM’s product in response to the RFP from the KBZ Bank. The said letter should also offer to extend the required warranty from the OEM in respect of the items stipulated in the RFP.

The bidder shall install / load the media / screen files to be displayed on ATM, Agents software for Electronic Journal Pulling and Content/ software distribution etc, in the ATMs before supplying the same to KBZ Bank. Such media / screen files and Agent Software shall be provided by the KBZ Bank or at the time of installation.
16.13 **Project Coordinator**
The Successful Bidder shall appoint/name/nominate a Project Coordinator who shall act as single point of contact with the KBZ Bank.

16.14 **Training**
The Successful Bidder(s) will undertake to provide necessary and adequate training, on-site as well as classroom, to the KBZ Bank staff to enable them to effectively operate the total ATM system. As per training schedules, finalized in consultation with the KBZ Bank. The scope of the training shall cover all aspects of the operation of the system including all hardware components, Application Software, System Software etc and the UAT / ATP process.

The user manual stating steps to carry out ATM administrative functions, maintenance etc. and technical documentation involving detailed instruction for operation and maintenance should be delivered by Successful Bidder(s) with every unit of equipment supplied. The language of documentation should be English.

16.15 **Technical Inspection and Performance Evaluation**
KBZ Bank reserves its right to carry out a technical inspection and performance evaluation (bench-marking) of hardware, other components/equipments for ATM system offered by successful bidder(s) at any point of time.

16.16 **Termination**
16.16.1 **On Default**
The KBZ Bank, without prejudice to any other remedy for breach of contract, by written notice of default sent to the successful bidder, may terminate the contract in whole or in part if the successful bidder,

- Fails to implement the solution within the timeline specified in the contract, or within any extension thereof granted by the KBZ Bank pursuant to clause; or
- Fails to perform any obligation(s) under the contract; or
- In the judgment of the KBZ Bank, has engaged in corrupt or fraudulent practices incompetent for or in executing the contract; or
- Neglects to execute the work with due diligence and expedition and refuses or neglects to comply with any reasonable orders given in writing by KBZ Bank in connection with the work; or
- Abandons the contract; or

Fails to commence the implementation activities, or has, without any lawful excuse under these conditions, suspended the progress of the activities for seven
days even after receiving written notice from KBZ Bank's authorized representative to precede with the implementation activities.

For the purpose of this clause:
"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public 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 a contract to the detriment of the KBZ 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 KBZ Bank of the benefits of free and open competition.

In the event KBZ Bank terminates the contract in whole or in part, KBZ Bank may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered, and the successful bidder shall be liable to KBZ Bank.

In addition, such action by KBZ Bank as aforesaid shall not relieve the successful bidder of his liability to pay for delay in completion of work.

The termination or abridgement of the contract under this clause shall not entitle the successful bidder to reduce the value of the Bank guarantee nor the time thereof. The Bank guarantee shall be valid for the full value for the full period as originally stipulated in the contract. Guarantee nor the time thereof.

16.16.2 KBZ Bank's Convenience

KBZ Bank, by written notice sent to the successful bidder, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for KBZ Bank's convenience, the extent to which performance of the supplier/ successful bidder under the contract is terminated and the date upon which such termination become effective.

16.16.3 On Insolvency

KBZ Bank may at any time terminate the contract by giving written notice to the successful bidder, if the successful bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the successful bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the KBZ Bank.
16.17 Integration of Hardware, Software & other components
The successful bidder(s) must integrate all the hardware, software & other components supplied by him to make the system integrated and fully functional. In case of any problem it will be successful bidder(s)'s responsibility to locate the exact nature of the problem/fault(s) and rectify the same to the complete satisfaction to the KBZ Bank. The successful bidder(s) must also take necessary steps to install all the software components supplied by him on the hardware supplied. Moreover, any relevant software patches that are required to be applied to the system software to make it compatible with supplied hardware must be identified and installed from time to time during the warranty and AMC period without any extra cost to the KBZ Bank.

16.18 Interfaces to ATM Switch ‘SmartVista’
It is successful bidder(s)'s responsibility to co-operate with the switch vendor of KBZ Bank and to ensure that the installation is successful. KBZ Bank will not make any payment for providing the interface to switch to the ATM vendor.

16.19 Software Drivers & Manuals
The equipments and their all peripheral, component will have to be supplied with the software drivers and manuals as applicable.

16.20 Spare parts
Successful bidder(s) will make the spare parts for the systems available for a minimum period of seven years from the time of acceptance of the system. Thereafter, successful bidder(s) will give at least twelve month notice prior to discontinuation of support services, so that KBZ Bank may order its requirements of the spares, if it so desires. If any of the peripherals, components like hard disk, CPU, Memory etc. are not available or difficult to procure or the procurement is likely to be delayed for replacement if required, the replacement shall be carried out with state of the art technology equipment of equivalent capacity or higher capacity at no additional charges to KBZ Bank to ensure the continuity of operations and agreed uptime.

16.21 Confidentiality – Non-disclosure
a. The RFP documents are property of KBZ Bank and shall not be used for any other purpose, except for execution of the contract. The information, specifications, and other documents shall not be copied, transcribed, traced or reproduced in any other form or otherwise in whole and/or duplicated, modified, divulged and/or disclosed to third party nor used in any other form whatsoever, without KBZ Bank’s prior consent in writing, except to the extent required for the execution of this contract.
b. The Successful bidder(s) shall not, without the KBZ Bank's written consent, disclose the Contract or any provision thereof, or any specification or information furnished by or on behalf of the KBZ Bank in connection therewith, to any person than a person employed by the successful bidder(s) in the performance of the Contract. Disclosure to any such employed person shall be made in confidence against Non-disclosure
agreements completed prior to disclosure and disclosure shall extend only so as may be of such performance.

c. All project related document issued by KBZ Bank, other than the contract itself, shall remain the property of the KBZ Bank and shall be returned (in all copies) to the KBZ Bank on completion of the successful bidder's performance under the contract if so required by the KBZ Bank.

d. The successful bidder shall not communicate or use in advertising, publicity, sales releases, or in any other medium, photographs or other reproduction of the work under this contract, or descriptions of the work, quality, or other information concerning the work unless prior written permission has been obtained from KBZ Bank.

e. In the event of any breach of this provision, the successful bidder shall indemnify KBZ Bank from any loss, cost or damage or any other claims whatsoever from any parties claiming from or through them in respect of such breach.

16.22 Grafts and Commissions

Any graft, commission, gift or advance given, promised or offered by or on behalf of the bidder/ successful bidder or his partner, agent, officers, director, employee or servant or any one on his or their behalf in relation to the obtaining or to the execution of this or any other contract with KBZ Bank, shall, in addition to any criminal liability which may it incur, subject the bidder/ successful bidder to the cancellation of this and all other contracts and also to payment of any loss or damage to KBZ Bank resulting from any cancellation. KBZ Bank shall then be entitled to deduct the amounts so payable from any moneys otherwise due to the successful bidder under the contract.

16.23 Governing Language

The contract shall be written in English. All correspondences and other documents pertaining to the contract that are exchanged by the parties shall be written in English.

16.24 Work to be executed under the Contract

In respect of the hardware, equipment, software product(s) to be supplied and the work to be executed under the contract, any item that is not specifically mentioned in the RFP document but is required to address the requirement specifications should be furnished and implemented. The bidder should quote for such items / services separately in the bid.

All tools and accessories those are necessary for the satisfactory and efficient operation of the proposed solution should be supplied free of cost whether they are specifically mentioned or not in the RFP document.

Multiple documents such as the RFP document, the subsequent clarification documents, and other documents, if any, forming the contract are to be taken as mutually explanatory of one another. In case of ambiguities or discrepancies, the same shall be
explained and clarified by KBZ Bank’s authorized representative. The decision of KBZ Bank’s authorized representative shall be final.

16.25 Taking Over
If any part of hardware, software etc. are not delivered, and if delivered not installed& operationalised, in such an event, the supply and installation will be termed incomplete and will not be accepted and warranty period will not commence besides KBZ Bank’s right to invoke the penalties which will be prescribed in the contract. ATMs will be accepted after successful commissioning of equipments and functioning of equipment under network mode for a minimum period of fifteen days.

16.26 Completion of Contract
The successful bidder shall so organize his resources and perform his work as to complete it not later than the date agreed to. The time for completion of the work contracted for shall be reckoned from the date of the purchase order by the KBZ Bank.

The project will be deemed complete only when all the solutions and items contracted by the KBZ Bank are delivered in good condition, installed, integrated, implemented, tested and accepted along with the associated documentation.

The project will be deemed as incomplete if the desired objectives and scope of the project as mentioned in Clause 2 of this document are not achieved.

16.27 Payment Terms:
The payment shall be made on pro rata basis depending upon the phased implementation of the proposed solution as per details given below:

80% Payment on delivery and subject to submission of Performance Bank Guarantee of amount equivalent to 10% of the price, valid for 13 months from the date of issuance of order.

20% Payment 30 days after UAT/operation and submission of UAT reports.

All payments shall be released by concerned Regional Offices after submission of claim supported by appropriate invoices, UAT, delivery proof, installation certificate etc. under whose jurisdiction the installed ATMs/branch falls (with the associated authorizations). No interest will be payable in case the payment is delayed whatsoever be the reason.

All the payments shall be made by the Head Office after verification of the deliveries as per specification and terms of the order and satisfactory completion of acceptance criteria decided by the KBZ Bank.

The bidder will not pressurize Head Office for release of payment, for this purpose the bidder will submit their invoices and other required documents
If the successful bidder receives any over payments by mistake, or if any amounts are due to KBZ Bank due to any other reason. KBZ Bank reserves the right to deduct the same from any payment due to the successful bidder or from Bank guarantees given by the bidder due to or with KBZ Bank.

If the successful bidder does not at any time fulfill his obligation in rectifying or re implementing the bugs or errors in the implemented solution promptly to the satisfaction of KBZ Bank, then invoices of bills shall be deemed to have not been submitted till the date of rectification of such bugs or errors.

16.28 Deductions from Contract Price
All costs, damages, or expenses that the successful bidder is liable to pay, but was incurred by KBZ Bank, will be claimed by KBZ Bank. The successful bidder shall pay such claims within fifteen (15) days of the receipt of the claim. If the successful bidder fails to pay within 15 days then KBZ Bank shall be entitled to deduct the same from any amount due or becoming due for payment to the successful bidder under the contract or otherwise through the process of law.

16.29 Suspension of Work – supply, installation etc.
KBZ Bank reserves the right to suspend and reinstate execution of the whole or any part of the work without invalidating the provisions of the contract. KBZ Bank will issue orders for suspension or reinstatement of the work to the successful bidder in writing. The time for completion of the works will be extended suitably to account for duration of the suspension.

16.30 Variation of Quantities
Even though the bidder is required to quote for the given bill of quantity, KBZ Bank reserves the right to vary the quantity at the time of award. However in any case, the payment shall be as per actual supplies made under this contract. Further, KBZ Bank reserves the right, at any time during the project, to vary the quantity up to 25% on need basis, the requirements and duration of equipments and services originally specified in the specification without any change in contract price or other terms and conditions agreed by successful bidder(s).

16.31 Enforcement of Terms
The failure of either party to enforce at any time any of the provisions of this contractor any rights in respect thereto or to exercise any option herein provided, shall in no way be construed to be a waiver of such provisions, rights or options or in any way to affect the validity of the contract. The exercise by either party of any of its rights here in shall not preclude or prejudice either party from exercising any other right it may have hereunder.

16.32 No Waiver of KBZ Bank’s Rights or Successful Bidder’s Liability
Neither any payment sign-off by KBZ Bank, nor any payment by KBZ Bank for acceptance of the whole or any part of the scope of work, nor any extension of time, nor any possession taken by KBZ Bank shall affect or prejudice the rights of KBZ Bank against the successful bidder, or relieve the successful bidder of his obligations for the due performance of the contract, or be interpreted as approval of the work done, or create liability in KBZ Bank to pay for alterations/amendments/ variations, or discharge the liability of the successful bidder for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify KBZ Bank nor shall any such certificate nor the acceptance by him of any such paid on account or otherwise affect or prejudice the rights of the successful bidder against KBZ Bank.

16.33 Force Majeure

Force Majeure is herein defined as any cause which is beyond the control of the successful bidder or KBZ Bank, as the case may be, which they could not foresee or with a reasonable amount of diligence could not have been foreseen and which substantially affect the performance of the contract, such as:

- Acts of God, natural calamities, including but not limited to floods, droughts, earthquakes and epidemics;
- Acts of any KBZ Bank, domestic or foreign, including but not limited to war, declared or undeclared priorities, quarantines, embargoes;
- Acts of public enemy, accidents and disruptions including but not limited to fires, explosions, breakdowns of essential machinery or equipment;
- Transportation delay due to force majeure or accidents;
- Strikes, lockouts and sabotages;
- Riots and civil commissions; etc. Provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.

The successful bidder or KBZ Bank shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/or defined above.

If the performance in whole or part by the successful bidder or any obligation under the contract is prevented or delayed by 'Force Majeure' condition for a period exceeding 120 days, KBZ Bank may at his option terminate the contract by notice in writing.

If a Force Majeure situation arises, the Supplier shall promptly notify the KBZ Bank in writing of such condition and the cause thereof. Unless otherwise directed by the KBZ Bank in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

16.34 Protection of Work

The successful bidder shall have total responsibility for protecting his work till KBZ Bank finally accepts it. KBZ Bank will not entertain any claim for damage or loss to the
successful bidder’s work and the bidder shall be responsible for the complete restoration of the damaged work to its original condition to comply with the specifications.

Should any such damage to the successful bidder’s work occur because of other party not under his supervision or control, the successful bidder shall make his claim directly with the party concerned. If disagreement or conflict or dispute develops between the successful bidder and the other party or parties concerned regarding the responsibility for damage to the successful bidder’s work, the same shall be resolved as per the provisions of the clause entitled 'Cooperation with Other Vendors'.

The successful bidder shall not cause any delay in the repair of such damaged work because of any delay in the resolution of such disputes. The successful bidder shall proceed to repair the work immediately and no cause thereof will be assigned pending resolution of such dispute.

The successful bidder shall perform his work in a manner that in no way endangers the operations of the existing systems/ records of KBZ Bank, which will have interconnections.

The successful bidder and his sub-contractors shall be responsible during work for protection of the work that has been completed by other vendor. Necessary care shall be taken to see that the successful bidder’s team causes no damage to the same during the course of execution of their work.

16.35 Liability for Accidents and Damage
In the case of any accident before completeness of contract, the successful bidder shall be entirely responsible for all loss or damage to the implementation until the system is taken over.

Until the proposed solution shall be taken over as aforesaid, the successful bidder shall also be liable for and shall be deemed to have indemnified KBZ Bank in respect of all damage or injury to any person or to any property of KBZ Bank or of others occasioned by the negligence of the successful bidder’s team or sub-contractors.

16.36 Defense of Suits
If any action in court is brought against KBZ Bank for the failure, omission or neglect on the part of the successful bidder to perform any acts, matters, covenants or thing sunder the contract, or for damage or injury caused by the alleged omission or negligence on the part of the successful bidder, his agents, representatives or his sub-vendors/ sub-contractor, or in connection with any claim based on lawful demands, of sub-vendors/ sub-contractors, workmen, suppliers or employees, the successful bidder shall in all such cases indemnify and keep KBZ Bank and KBZ Bank’s representatives harmless from all losses, damages, expenses or decrees arising out of such action.
KBZ Bank shall have full power and right at its discretion to defend or compromise any suitor pay claim or demand brought or made against it as aforesaid whether pending or threatened, as it may consider necessary or desirable and shall be entitled to recover from the successful bidder all sums of money including the amount of damages and compensation and all legal costs, charges and expenses in connection with any compromise or award which shall not be called into question by the successful bidder and shall be final and binding upon him.

16.37 Supervision by KBZ Bank’s authorized Representative(s)
The work shall be performed under the direction and supervision of KBZ Bank’s authorized representative. The scope of the duties of KBZ Bank’s authorized representative pursuant to the contract will include but not limited to the following:
- Interpretation of all the conditions of contract, functionality requirement specifications, and business processes indicated in the RFP document;
- Witness or authorize representatives to witness tests and trails;
- Issue certificate of acceptanc e and/ or progressive payment and final payment certificates;
- Review and suggest modifications and improvements in activities and schedules from time to time;
- Supervise the quality assurance program implementation at all stages of the work.

16.38 Decisions made by KBZ Bank’s Authorized Representative(s)
In respect of all matters which are left to the decision of KBZ Bank, including the granting or withholding of the acceptance certificates, KBZ Bank’s authorized representative shall, if required to do so by the successful bidder, give in writing a decision thereon.

If in the opinion of the successful bidder, a decision made by KBZ Bank’s authorized representative is not in accordance with the meaning and intent of the contract, then the successful bidder may file with KBZ Bank’s authorized representative within fifteen (15) days after receipt of the decision, a written objection to the decision. Failure to file an objection within the allotted time will be considered as acceptance of the decision made by KBZ Bank’s authorized representative and the decision shall become final and binding.

Decisions of KBZ Bank’s authorized representative and the filing of the written objection thereto shall be a condition precedent to the right to request arbitration. It is the intent of the agreement that there shall be no delay in the execution of the works and the decision of KBZ Bank’s authorized representative as rendered shall be promptly observed.

16.39 Discipline of the Team Members
The successful bidder shall adhere to the disciplinary procedure set by KBZ Bank in respect of his onsite employees. KBZ Bank shall be at liberty to object to the presence of any representative or employee of the successful bidder at the site if in the opinion of
KBZ Bank such employee has misconduct himself or be incompetent or negligent or otherwise undesirable and then the successful bidder shall remove such a person objected to and provide in his place a competent replacement at his own expense.

16.40 Cooperation with Other Vendors
The successful bidder shall cooperate with KBZ Bank’s consultants and other vendors and freely exchange with them such technical information as is necessary for successful completion of the implementation. KBZ Bank shall be provided with the copies of correspondences addressed by the successful bidder to other vendors in respect of such exchange of technical information.

In case of any differences or conflicts with other vendors or consultants in regard to their respective obligations that cannot be settled by mutual agreement, the matter shall be referred to KBZ Bank whose decision will be final and binding on all parties concerned.

If the work of the successful bidder is delayed because of any acts or omissions of another vendor, the successful bidder shall have no claim against KBZ Bank on that account other than an extension of time for completing the work.

The successful bidder shall promptly notify KBZ Bank of any deficiencies in the other vendor’s works that could affect the successful bidder’s work. KBZ Bank shall determine the corrective measures, if any, required rectifying this situation after inspection of the work and such decisions by KBZ Bank shall be binding on the successful bidder. Failure to so inspect and report shall constitute an acceptance of other’s work as fit and proper for the reception of his work, except as to defects which may develop in the work of others after the proper execution of the work, the successful bidder shall inspect work already in place and shall at once report to KBZ Bank’s authorized representative any discrepancy.

16.41 Successful Bidder’s Cooperation with KBZ Bank
The successful bidder at all times shall work in coordination with KBZ Bank staff and offer them all reasonable cooperation and access to become familiar with the implementation of the new system.

In respect of observations of local rules, administrative orders, working hours and the like, the successful bidder and his personnel shall cooperate with KBZ Bank personnel.

16.42 Intellectual Property Rights
The successful bidder(s) shall, at its own expense, defend and indemnify KBZ Bank against all third party claims of infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights arising from use of the Products or any part thereof in Myanmar.

The Successful bidder(s) shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If KBZ Bank is required to pay compensation to a third
party resulting from such infringement, the Successful bidder(s) shall be fully responsible for the same, including all expenses and court and legal fees.

KBZ Bank will give notice to the Successful bidder(s) of any such claim without delay, shall provide reasonable assistance to the Successful bidder(s) in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

The successful bidder represents and warrants that the solution/product as delivered does not and will not infringe any Intellectual Property Rights held by any third party and that it has all necessary rights, or at its sole expense shall have secured in writing all transfers of rights and other consents necessary to make the assignments, licenses and other transfers of Intellectual Property Rights and the warranties set forth in the contract, and for KBZ Bank to own or exercise all Intellectual Property Rights as provided in the contract. Without limitation, the successful bidder shall secure all necessary written agreements, consents and transfers of rights from its employees and other persons or entities whose services are used for implementation of proposed solution.

16.43 **Insurance**

The goods supplied under the Contract shall be fully insured against loss or damage incidental to transportation, storage and erection. The transit insurance shall be for an amount equal to 110 percent of the invoice value of the Goods from “Warehouse to final installations” on “All Risks” basis including War/Terrorist Risks and Strikes. The supplier should also insure the goods for the invoice value under Storage policy till three months from the date of delivery. Any delay in installation of the hardware/software for whatsoever reason should not entail in expiry of insurance and the same should be continued to be extended up to the date of installation and acceptance of the Hardware/Software and other products by the KBZ Bank. Insurance for three months from date of delivery may be obtained by the bidder in the name of Kanbawza Bank Limited.
KBZ Bank intends to buy 500 ATM’s, the Technical Specifications for the same is given in this annexure. Separate sheets of this format must be used for each type of product (a, b, c) i.e. ATMs:

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<thead>
<tr>
<th>Description</th>
<th>Specification Offered</th>
<th>COMPLIED / NOT COMPLIED</th>
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<tbody>
<tr>
<td>General Requirement:</td>
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<tr>
<td>a. Hard Disk Encryption (HDE)</td>
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<td>b. Remote Bios Management</td>
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<td>c. Secure Transaction Line Encryption (TLS)</td>
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<td>d. ATM Compatible with NCR AANDC multivendor application</td>
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<td>e. Support NCR Multivendor Vision ATM Monitoring Application</td>
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<td>f. Support NCR Multivendor Busy Bee Centralized Software distribution application</td>
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1. TYPE OF ATM:
1.1 Lobby Model with front replenishment and support for Bio metric solution.
1.2 The ATM preferably should have provision for grouting i.e. bolting the same with the ground and the bidder to supply the ATM with required accessories for grouting / bolting the same with the floor.

2. ATM SAFE:
2.1 The safe must conform to the UL-437 or CEN-1 standards steel body cabinet (certificate to be attached). The safe must have dual combination electronic lock so that dual control can be implemented.

3. ATM Alarms:
3.1 The ATM must have alarm system with sensors capable to monitor the following: Chest Door Status, Duress Status, Temperature status, Vibration status, and Burglary Alarm. There must be a mechanism by which these alarms can be connected to a hooter or LED indicators, kept away from the ATMs.

4. TERMINAL PROCESSOR OF THE ATM:
4.1 Corei5 Processor
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<th>Description</th>
<th>Specification Offered</th>
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<tr>
<td>4.2 GB RAM Required for Media ATMs with provision 4GB RAM upgradable</td>
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<td>4.3 120 GB HDD or above</td>
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<td>4.4 512MB VRAM Memory</td>
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<td>4.5 One serial, one parallel port, 2 USB port accessible from front side, onboard audio (PCI Compliance)</td>
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<td>4.6 Windows 7 Professional x32 for Embedded Systems Runtime License. OS to be hardened to allow only the required services/ports and block all other services/ports to prevent all external virus attacks on the ATMs</td>
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<tr>
<td>4.7 Must have all necessary hardware and software, required to control the activities of the ATM.</td>
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<td>4.8 DVD Writer with latest specification and with controller card.</td>
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<td>4.9 MPEG full motion video with voice guidance support to play both MPEG and WAV sound files. Internal Speakers required</td>
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<tr>
<td>4.10 Software support to MPEG full motion video as part of the multimedia capability on the ATM/Cash dispenser.</td>
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<td>4.11 In-built SMPS to work on 230 V 50HZ power supply. Support input voltage of 230 V AC / 50Hz with + - 5% variation.</td>
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<td>4.12 The ATM should have Triple DES Encryption which is VISA / MASTERCARD compliant. It should have remote key download.</td>
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<td>4.13 Keyboards: Tactile 16 key alpha/numeric keyboard with triple DES encryption PIN Pad (EPP), Remote Key loading feature, Physical Protection as per 'PIN Protection Principles and Techniques’ and approved Algorithm(s) for PIN Encipherment. Support advanced Encryption Standard in future without any additional hardware. The PIN PAD for each specification should also support tamper resistant security module which enables automatic destruction of secret keys in case of attempt to interfere with the encryption system. Keyboard / Pin Entry Device (PED) must be Braille enabled so that visually impaired persons can also be able to operate without any difficulty and have passed testing by Payment Card Industry (PCI), Visa and MasterCard recognized laboratory and approved by PCI, VISA, MasterCard, MPU, UPI, JCB.</td>
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<tr>
<td>Description</td>
<td>Specification Offered</td>
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<td>4.14 10/100 LAN card</td>
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<td>4.15 Capable of Voice guidance to customer and slot for connecting head phone</td>
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<td>5 DISPLAY UNIT ON ATM:</td>
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<tr>
<td>5.1 SVGA 15 inches or above LCD Color monitor with minimum touch screen capability, Privacy Filter. Facility to display graphics and supported with &amp; Function Display Key (FDK).</td>
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<td>6 DISPENSER:</td>
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<tr>
<td>6.1 Vacuum / Friction Pick technology of international standards.</td>
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<tr>
<td>6.2 The dispenser should be a multi-media dispenser capable of dispensing Bank of currency, travelers’ cheques, coupons, stamps, travelers cheque, vouchers tickets etc.</td>
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<td>6.3 The dispenser should be capable of handling soiled but issuable and mixed currencies as well as retract and purge capability.</td>
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<td>6.4 The dispenser should have four active currency cassettes with 4 pickup or 4 high modules to handle different denominations. One currency cassette should be capable of handling MMK 1,000, 5,000, 10,000/- denomination. It should be possible to program the denominations and any future requirement by the Bank. The dispenser should have Additional Divert Cassette for rejected notes.</td>
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<td>6.5 The currency cassette must lock itself, preferably automatically, when removed from the ATM.</td>
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<td>6.6 The dispenser should have the mechanism to take back the currency and transport it to the divert cassette if the customer does not collect it.</td>
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<td>6.7 Currency dispensing capacity should provide for dispensing 60 and above notes at a time. Vendor to mention dispensing capacity for each dispense. Presenter type is than 2,500 notes per cassette required. Currency holding capacity should not be less than 2,500 notes per cassette.</td>
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<td>6.8 Video / audio or suitable indication / signal to confirm proper insertion of cassette is to be provided.</td>
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<td>6.9 The ATM must be able to give a Media low indication for the dispenser cassette.</td>
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<tr>
<td>6.10 Currency cassettes must have a tamper indicator or unique key.</td>
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Request for Proposal (RFP) for Automated Teller Machine (ATM) Procurement, Maintenance and Services.

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<th>Description</th>
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<tr>
<td><strong>CARD READER: HYBRID DIP TYPE</strong></td>
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<tr>
<td>7.1 The card reader should be capable of reading tracks one, two and three as per ISO standard or MasterCard/Visa, MPU, UPI, JCB Card format.</td>
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<tr>
<td>7.2 Card Reader Motorized must be Hybrid Card Reader. Latest EMV 4.0 or above compliant. Capable of reading smart card, chip card/HYCO card as well as card with magnetic encoding. Conforming to VISA and MasterCard, MPU, UPI, JCB standards.</td>
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<tr>
<td><strong>RECEIPT PRINTER ON THE ATM:</strong></td>
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<tr>
<td>8.1 40 column or better standard Thermal printer to print various information pertaining to the transactions executed by the customer.</td>
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<td>8.2 The printer must be able to cut the paper and push the receipt out of a slot provided on the ATM fascia.</td>
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<tr>
<td><strong>E-JOURNAL ON THE ATM:</strong></td>
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<td>9.1 ATM should perform E-Journal Pulling to manage all audit trail. (Bussy Bee version 5.4 (Centralized Software Distribution &amp; EJ Pulling))</td>
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<tr>
<td><strong>CAPABILITIES OF ATM SOFTWARE:</strong></td>
<td></td>
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<tr>
<td>10.1 The ATM application software should enable the ATM to function when hooked to a network and should support all the features that are ATM related switch functionality.</td>
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<tr>
<td>10.2 The application should have powerful real time features based on customer initiated transaction and logging for audit trail.</td>
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<tr>
<td>10.3 The application software should support the facility to change PIN at the ATM by the customers after verifying the existing PIN.</td>
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<tr>
<td>10.4 The ATM quoted should provide for MAC’ing, which involves appending of a checksum to messages (as per ANSI X 9.9 standards)</td>
<td></td>
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</tr>
<tr>
<td>10.5 The ATM should have the capability to talk online to the host computer system having total branch banking software singly or through the network switch established for the purpose. The ATM should be networked to the KBZ BANK's switch (SmartVista) by using our existing standard Device Handler. ATM should be able to interface centralized monitoring system Aptra Vision 2.5.3.1, SmartVista etc. to monitor the health of ATM.</td>
<td></td>
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<tr>
<td>Request for Proposal (RFP) for Automated Teller Machine (ATM) Procurement, Maintenance and Services.</td>
<td></td>
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<tr>
<td><strong>10.6</strong></td>
<td>The ATM should support checking transactions for Hot cards, Warm cards, Expired cards, Skimmed cards, Account type, Service restriction, mode (on-line/off-line) etc.</td>
<td></td>
</tr>
<tr>
<td><strong>10.7</strong></td>
<td>Capability to extract transaction details in the format required in electronic media</td>
<td></td>
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<tr>
<td><strong>10.8</strong></td>
<td>ATM should support industry standard software agent loaded for the purpose of monitoring, configuring, software distribution, etc. from a central site.</td>
<td></td>
</tr>
<tr>
<td><strong>10.9</strong></td>
<td>Whenever the Chest door / upper hood door is opened, message has to be sent to the SmartVista Switch for records.</td>
<td></td>
</tr>
<tr>
<td><strong>10.10</strong></td>
<td>The ATM software should be capable to support the Biometric card in future and prompt for the finger scan and the scanned image to be sent to verification server for authentication and revert the message to the switch for further transaction. The biometric transactions should be supported by voice guidance system.</td>
<td></td>
</tr>
<tr>
<td><strong>10.11</strong></td>
<td>Digital Video Surveillance System: ATMs with pinhole camera installed inside with motion detection capability. The images captured by the cameras should be recorded either on a separate hard disc in the ATM. Dual Camera (Portrait &amp; Cash Slot) with application for central viewing with card number, Trxn ID, date &amp; time etc.</td>
<td></td>
</tr>
<tr>
<td>(a)</td>
<td>Software should be provided for remote viewing of the images stored in the video surveillance system hard disk or external media. Facility to take necessary back up of the stored images and retrieval of the same at any point of time.</td>
<td></td>
</tr>
<tr>
<td>(b)</td>
<td>Solution must be able to capture and stamp the transaction information on the images.</td>
<td></td>
</tr>
<tr>
<td>(c)</td>
<td>Superimpose date, time and transaction data on the recorded images.</td>
<td></td>
</tr>
<tr>
<td>(d)</td>
<td>The solution must have a search facility to locate an image /event by date &amp; time, card no, transaction reference no.</td>
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</tr>
<tr>
<td>(e)</td>
<td>Must be enabled for motion detection image capturing, to record any movement captured on camera.</td>
<td></td>
</tr>
<tr>
<td>(f)</td>
<td>Support water marking for Image authentication.</td>
<td></td>
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<tr>
<td>(g)</td>
<td>The solution must not degrade the performance of ATM, e.g speed of normal transaction.</td>
<td></td>
</tr>
<tr>
<td>(h)</td>
<td>Video/Audio or suitable indication / signal to indicate proper insertion/removal of cassette.</td>
<td></td>
</tr>
</tbody>
</table>
### Description

<table>
<thead>
<tr>
<th>Specification Offered</th>
<th>COMPLIED / NOT COMPLIED</th>
</tr>
</thead>
</table>

#### 10.12 ATM Antivirus software for Operating System or ATM Security enhancement

#### 10.13 The ATM should be preloaded with Cross vendor AANDC 4.2.1 platform or higher compliant layer and should be capable of running multi vendor software without any hardware changes.

### 11 PROTOCOLS SUPPORTED BY ATM:

<table>
<thead>
<tr>
<th>Specification Offered</th>
<th>COMPLETED / NOT COMPLETED</th>
</tr>
</thead>
</table>

#### 11.1 The ATM must support TCP/IP protocols on leased line, ISDN, CDMA, FWP and VSAT Network.

#### 11.2 Support for Very Small Aperture Transmission (VSAT), CDMA, GPRS, GSM, 3G, 4G Fixed Wireless Phone (FWP) connectivity.

### 12 Security, Electronic Journal features

<table>
<thead>
<tr>
<th>Specification Offered</th>
<th>COMPLETED / NOT COMPLETED</th>
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</thead>
</table>

#### 12.1 ATM Should have all standard security features, Triple Data Encryption Standard (TDES), industry approved Key Management practices, approved Encrypting Pin Pads (EPPs) and should be Triple DES compliant. ATM must comply 'PIN Protection Principles and Techniques' and approved Algorithm(s) for PIN Encipherment.

#### 12.2 Physical Security - UL 291 Level 1 safe or CEN 1

#### 12.3 Support AES (Advanced Encryption Standards) in future

#### 12.4 Support Remote Key Management

### 13 GENERAL:

<table>
<thead>
<tr>
<th>Specification Offered</th>
<th>COMPLETED / NOT COMPLETED</th>
</tr>
</thead>
</table>

#### 13.1 ATM should be modular in design and upgradeable to take care of: Expansion of services, Technology changes. With capability to use Front Loading or Rear Loading

#### 13.2 ATM should offer multilingual display capability on the customer interface terminal besides English. Minimum requirement is English, Burmese, and Thai.

#### 13.3 The vendors should assist the KBZ BANK in site preparation and should certify the site including power and data cabling for readiness and installation of ATM. UPS & Battery must be installed with minimum backup 3 (three) hours for ATM and equipment

#### 13.4 The color of the ATMs should be as per our requirement which would be finalized at the time of placing the order.
### Access Lock

- The system should limit ATM access to a user-defined list of Bank Identification Number (BIN) encoded on each card. The system should allow only listed BIN numbers to gain access to the ATM lobby and reject all the other cards. The system should be capable of having multiple BIN numbers. The BIN numbers stored should not be erased at the time of power failures and fluctuations.

- Insert / swipe card reader

### Electromagnetic Lock

- Door Release system.

### ATM Support

- The ATM should support MPEG full motion video and audio.

### Vendor Requirements

- The Vendor to provide 2-D Multi-Media Advertisements of 5 seconds each and each less than 1 MB in size for TWENTY products of the KBZ BANK. KBZ BANK will give details of the products that need to be advertised.

- We are not original manufacturers of ATM. A letter of Undertaking from the Original Manufacturer that they will provide maintenance support in case of need, is enclosed.

### Note

1. If left blank, it is treated that there are no deviations in the compliance of specifications.
2. We enclose the detailed technical specification and brochures for the model quoted.
3. We enclose all the enclosures as per the requirement of the RFP.

---

**For ___________________(Authorized Signatory)**

**Place:**

**Date:**

**Mobile phone No:**

**E-mail id:**

**Name:**

**Designation:**

**Office Seal**

**Phone No.:**
COMMERCIAL BID

Price for the items is quoted as per the format given below with 500 units:

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Description</th>
<th>Amount (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Unit Price of ATM with 1 year warranty</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Tax on ATM price</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>AMC Cost per ATM for 3 years after the warranty for ATMs</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Tax on AMC amount of ATM</td>
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<tr>
<td></td>
<td><strong>Grand Total</strong></td>
<td></td>
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</tbody>
</table>

ATM

1. Cost should be quoted separately for different models offered.
2. The quoted cost per ATM should be inclusive of all the cost of hardware, software & features and mentioned in RFP. Any optional features/ cost should be quoted separately.
3. Separate costs should be mentioned for min 3 hours power backup (UPS & Battery) for ATM & equipments (network switch, camera, 2 lights etc).
4. The per ATM cost should be inclusive of all the cost for support (parts, Professional Services, travelling, per diem etc) during the warranty period for ATM, Software & power backups.
5. AMC cost per ATM/year should cover all the cost (parts, Professional Services, travelling, per diem etc) post warranty period for ATM, software & power backups.

Annual Maintenance Contract (AMC)

1. AMC cost per ATM/year should cover all the cost (parts, Professional Services, travelling, per diem etc) post warranty period for ATM, software & power backups.
2. During warranty need to cover all cost (Professional Service, Preventive Maintenance (minimum 4 times a year), travelling, accommodation, parts replacements as per SLA.
3. Quote Separate AMC with/ without parts coverage.
4. AMC for software/s if any.

Note:
Unit price to include all duties, levies, insurance, installation charges and exclusive of Octroi & local taxes.
Bidder Information

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

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Item</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of Company</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Postal Address</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Telephone and Fax numbers</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Constitution of the Company</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Name and designation of the person authorized to make commitments to KBZ Bank</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Email Address</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Year of commencement of Business</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Sales Tax Number</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Income Tax Number</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Whether direct manufacturer or authorized dealers/agent</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Name and Address of manufacturer</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Location of Manufacturing facility</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Brief Description of facilities for manufacture, production, inspection, testing and quality assurance</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Brief Description of after sales service facilities available with the offered</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Implementation details for Similar Project</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>No. of years you have participated in the ATM Project</td>
<td></td>
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</tbody>
</table>