

Dated: 25/07/2018



### **REQUEST FOR PROPOSAL**

FOR

SUPPLY, INSTALLATION & **MAINTENANCE OF** 

500 Nos. Of SELF SERVICE PASSBOOK KIOSKS

Last Date for Submission of BID: 16.08.2018

Indian Bank Head Office **Digital Banking Division** 66, RajajiSalai,Chennai - 600 001

Website: www.indianbank.in Email ID: jaseel.pc@indianbank.co.in vinodh.v@indianbank.co.in

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#### **SECTION-I**

#### **INVITATION FOR BIDS (IFB)**

Indian Bank is a premier Nationalised Bank with over 2600 Branches and having a business of over Rs. 3.00 Lakh Crores. The Bank had been a forerunner in absorption of technology and has many first to its credit in implementation of IT in banking. Bank has been serving the nation with a team of dedicated staff for more than 111 years .The Bank has overseas presence through three Branches in Singapore, Colombo and Jaffna has reciprocal arrangements with various Foreign Banks across the globe. The Bank has already networked over 2837 locations spread across the country and have implemented Core Banking Solution in all the Branches. Bank has installed over 3387 ATMs and 481 Passbook kiosks. Banking services are offered through Multiple Delivery Channels like ATM, BNA, Passbook Kiosks, Internet Banking, Telebanking, Mobile Banking etc.

Indian bank has already implemented e-lounges which consist of self-service delivery channels such as ATM, BNA and Passbook kiosk machines from which customers can carry out regular banking transactions themselves. Due to regular usage of passbook kiosks at our e-lounges and branches, bank has planned to expand number of ebanking passbook kiosk where no. of passbook transactions are sizable. These will be placed in such a way to cover the length and breadth of the country.

Indian Bank invites sealed bids from the eligible OEMs for Supply, Installation and maintenance of 500 Nos. of self-service passbook kiosks along with Bard Code Printers and central monitoring/management software as described in the bid document. The bid document consists of two parts. Part-I of the bid document consist of Technical and other eligibility details and Part-II consist of commercial details to be submitted through online reverse auction process. The details regarding bid are given below

Tender Reference	CO/DBD/PROC/RFP/207/R1/2018-19	
Date of RFP	25.07.2018	
Fees for RFP Document (non-refundable)	Rs.10,000/- (Rupees Ten thousand only)	
Earnest Money Deposit	<u>Rs.50,00,000/- (Rupees Fifty Lakhs only)</u>	
Date, Time and Venue of Pre-bid meeting	<b>01.08.2018</b> at <b>11.00 hours</b> at Indian Bank, Head Office, 2nd Floor, 66, Rajaji Salai, Chennai - 600 001	
Last Date, Time and Place for receipts of tender offers	<b>16.08.2018</b> at <b>15.00 hours</b> at Expenditure Department, Indian Bank, Corporate Office, 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600014	
Date, Time and Place of Technical Bid Opening	<b>16.08.2018</b> at <b>15.30 hours</b> at Indian Bank, Corporate Office, 254-260, Avvai Shanmugam Salai,	



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	Royapettah, Chennai - 600014	
	Mr.Vinodh V, Chief Manager (DBD),	
Address for Communication	Indian Bank, Head Office, 2 <sup>nd</sup> Floor,	
	66, Rajaji Salai, Chennai - 600 001	
Contact Telephone Numbers	044-25279818, 044-25269717	
Erre 11 Tele	jaseel.pc@indianbank.co.in	
Email Id:	vinodh.v@indianbank.co.in	

OEM/SI herein will be referred to as bidder.

It is essential that all clarifications / queries / suggestions be submitted to Indian Bank to the above mail ids at least two working days before the date of the Pre-bid meeting.

RFP document should be submitted along with the "Technical Offer" on or before the prescribed last date of submission of the tender offers.

Fees for RFP document Rs.10,000/- (Rupees Ten thousand only) (a non-refundable fee)to be paid in the form of Demand Draft issued by a Scheduled Commercial Bank in favour of "Indian Bank" payable at Chennai at the time of Part-I if not participated in the pre-bid meeting and Earnest Money Deposit of Rs.50,00,000/- (Rupees Fifty Lakhs only) in the form of Bank guarantee should be submitted along with the "Technical Offer". Late bids will summarily be rejected. NSIC registered bidders are exempted from submission of cost of bid and bid security.

In the event of non- payment of the fee of Rs10,000/- towards the RFP form at the time of submission of the offer, the offer will not be accepted/opened/considered.

Tender offers (Technical) will be opened, in the presence of the bidder's representatives who choose to attend the opening of tender. No separate communication will be sent in this regard.



# SECTION-II

# **INSTRUCTION TO BIDDERS**

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ndian Bank CO: Digital Banking Division

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#### SECTION-II

#### **INSTRUCTION TO BIDDERS**

# 1. Introduction:

The Bidder is expected to read all instructions, forms, terms and specifications given in the Bidding Documents. If any element of doubt arises, the same should be clarified from the Bank before submitting the bid. Failure to furnish all information required by the Bidding Documents may result in the rejection of its bid and will be at the Bidder's own risk. Bank will not be responsible for the same.

# 2. Pre-bid Meeting and bid fee:

a. A Pre-bid Meeting is scheduled to be held at the following address at 11.00hours IST on 01.08.2018. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting.

Indian Bank, Head Office, 2nd Floor, 66, Rajaji Salai, Chennai – 600001

b. In case the probable bidder wants to participate in the Pre-bid Meeting to be held on the date specified in this bid, they should register themselves with the Bank by sending the **cost of bid document i.e. Rs.10,000/- (Rs.Ten thousand only)(non-refundable)** by way of Demand Draft in favour of "Indian Bank" payable at Chennai. **Only those Bidders or their Representatives (Maximum 2 persons) who have registered with the Bank will be allowed to participate in the pre-bid meeting**. Such Bidders who have submitted DD for attending pre bid meeting are not required to submit the DD for cost of Bid Document along with technical bid (Part I).

c. The purpose of the meeting will be to clarify the doubts raised by the probable bidders.

d. The Bidder is requested to submit any queries/clarifications to the Bank at least two days before the date of meeting to the following mail ids. No query/suggestion will be entertained after the date and time stipulated in this RFP.

#### jaseel.pc@indianbank.co.in

#### vinodh.v@indianbank.co.in

e. The text of the questions raised (without identifying the source of enquiry) and the responses given, together with amendment/s to the bid document, if any, will be ported in our web site and informed to the bidders who have raised queries in writing vide email as per the format mentioned in Annexure-4.



### **3.** Amendment of bidding documents

**3.1** At any time prior to the deadline for submission of bids, the Bank, for any reason, whether at its own initiative or in response to a clarification(s) requested by a prospective Bidder(s), may modify the Bidding Document by modification(s) / Amendment(s).

**3.2** All prospective Bidders will be notified of the amendment in writing through Bank's website and it will be binding on them.

**3.3** All the corrections or alterations, if any, should be authenticated. In the case of the corrections/alterations are not properly authenticated, the offer shall be rejected. Technical details must be completely filled up containing correct technical information of the product being offered.

### 4. Documents constituting the bid

**4.1** The Bid prepared by the Bidder should comprise the following components:

### 4.1.1 Technical Bid

The Bidder shall furnish as part of its technical bid, documents establishing the bidder's eligibility to bid and their qualifications to perform the Contract, if their bid is accepted.

As part of their bid, the bidder should submit documents agreeing to the bid's terms and conditions.

The documentary evidence of the Bidder's qualifications to perform the Contract if their bid is accepted, shall establish to the Purchaser's satisfaction:

a. That, the Bidder has the financial and technical capability necessary to perform the Contract;

b. That, the Bidder meets the Qualification requirements.

**4.1.2** A Bid Form of the Bid Document as per format in Form 1 of section VII.

**4.1.3** Bid security (Earnest Money Deposit) as per the format in Form 2 of section VII.

**4.1.4** Undertaking letter as per format in Form 9 of section VII.

**4.1.5** Delivery and installation of kiosks to be completed within 6 weeks from date of delivery instructions issued by the bank.

**4.1.6** All pages of the documents should be signed by the authorised person of the bidder. Only signed documents will be considered for examining by the bank.

**4.1.7** DD for Rs.10,000/-(Rs. Ten thousand Only) towards cost of Bid Document.(if not submitted already during the pre-bid)



**4.1.8** The bank will evaluate the bids for compliance on the technical specification submitted by the bidders as part of the bid document.

**4.1.9** Other documents as mentioned in checklist enumerated in section X.

The Bank may, at its discretion, reject any bid document not accompanied by the above.

### **Commercial Bid**

Commercial offer should give all the relevant price information in line with "Price Composition" (Point no. 4.1.11). Offer should be in strict conformity with the format as given in Section VIII, PART -II.

### 4.1.10 Price Composition

- a. The price quoted should be in Indian rupees only.
- b. The prices offered shall be on a fixed price basis and should not be linked to the Foreign exchange.
- c. The Prices offered should be inclusive of following:
  - Cost of the equipment (Cost of Self Service Passbook Printer, touch screen monitor, terminal, CPU, QR code printer).
  - All duties, levies, freight, insurance, delivery, installation charges, reinstallation charges, grouting charges, shifting from branch to ATM and Labour charges, Warranty etc. but exclusive of all applicable taxes. Octroi/entry tax, if applicable, will be reimbursed on production of original receipt. TDS if any will be deducted from the payment.
  - Transportation and forwarding charges to respective sites.
  - Insurance to cover the equipment from transit period till installation. (If installation is delayed, the insurance cover should be available up to minimum 3 months from the date of delivery).
  - Installation, reinstallation (passbook kiosk and QR code printer) & commissioning charges, Training, etc., if any.
  - Grouting the Passbook kiosks in ATM rooms Offsite/Onsite.Grouting is one time activity; any additional request for grouting, charges will be paid at mutually agreed rates
  - 3 years comprehensive onsite warranty maintenance covering all parts (except consumables as mentioned in Annexure-2) and service for onsite/offsite locations.
  - Comprehensive onsite AMC for 2 years after the expiry of 3 year warranty period covering all parts (except consumables as mentioned in Annexure-2) and service for onsite/offsite locations.
- d. Annual Maintenance Charges for 2 years covering all parts, service, and preventive maintenance service visits to the concerned branches/locations (after expiry of 3 years comprehensive onsite warranty) should be mentioned in the Section VIII, PART -II.



- e. Refusal/failure to commit supply of Self Service Pass Book Kiosks as per offer may result in disqualification of the bidder from this process as well as other procurements of Bank.
- f. Consumables like Labels, Printing ribbon etc. will be borne by the Bank. The successful Bidder should submit the cost of the consumable items in separate format as per Annexure 2.

The TCO (Total Cost of Ownership) should include all the components mentioned in the Bill of Material format as mentioned in Section VIII, PART -II without any deviations.

# 5 Evaluation and Comparison for Reverse Auction

- 5.1 The bank may use the services of external consultants for bid evaluation.
- 5.2 Only those bids which are found to be technically responsive as per the evaluation will be informed of the date/ time / venue of reverse auction.
- 5.3 The technical bids will be evaluated as per eligibility criteria. Thereafter the bank reserves the right of selection of vendor by opening of Commercial Bids or rates quoted by the vendors in reverse auction (who are found eligible after evaluation of Technical Bids).

### 6 Documents establishing Bidder's eligibility and qualification.

All bids submitted shall also include the following information

- i. Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the organisation.
- ii. The Bidder should furnish a brief write-up, backed with adequate data, explaining its available capacity and experience (both technical and commercial) for the manufacture and/or supply of the required systems and equipment within the specified time of completion after meeting all their current commitments.
- iii. The Bidder should clearly confirm that all the facilities exist in its factory for inspection and testing and these will be made available to the Purchaser or its representative for inspection.
- iv. Details of Service Centres and information on service support facilities that would be provided in the Service Support Form enclosed.

#### 7 Documents establishing goods' conformity to Bidding Documents

7.1 The Bidder shall furnish, as part I of their bid, documents establishing conformity to the Bidding Documents of all goods and services, which the Bidder proposes to supply under the Contract.



- 7.2 The documentary evidence of conformity of the goods and services to the Bidding Documents may be in the form of literature, drawings and data, and shall consist of:
  - a. a detailed description of essential technical and performance characteristics of the goods;
  - b. An item-by-item commentary of the Purchaser's Technical Specifications demonstrating responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

# 8 Bid Security (Earnest Money Deposit)

The Bidder should furnish, as part of their bid, bid security in the form of a bank guarantee issued by a scheduled commercial Bank located in India for a sum of Rs.50,00,000/-(Rupees Fifty Lakhs only) and valid for 225 days from the last date for submission of Bid, in the format specified in the bid document (form-2 in Section VII).Bank may seek extension of Bank Guarantee, if required.

8.1 Unsuccessful Bidders' Bid Security will be discharged or returned after the completion of purchase process.

8.2 The successful Bidder's Bid Security will be discharged upon the Bidder signing the Contract and furnishing the Performance Security.

8.3 The Bid Security may be forfeited,

a) If a Bidder withdraws its bid during the period of bid validity.

Or

b) In the case of a Successful Bidder, if the Bidder fails to sign the Contract within the specified time of 15 days or furnish Performance Security.

#### 9 Period of validity of Bids

Bids shall remain valid for a period of 180 days after the last date for submission of bid prescribed. A bid valid for a shorter period shall be rejected by the Bank as non-responsive. Bank may seek extension of bid validity, if required.

#### **10** Authorisation to bid

Responses submitted by a bidder to this RFP (including response to functional and technical requirements) represent a firm offer to contract on the terms and conditions described in the tender document. The proposal must be signed by an official authorised to commit the bidder to the terms and conditions of the proposal. Bidder must clearly identify the full title and authorisation of the designated official and provide the statement of bid commitment with the accompanying signature of



the official and submit the copy of power of attorney/authority letter authorising the signatory to sign the bid.

# 11 Signing of Bid

11.1 All pages of the bid, shall be initialled by the person or persons signing the bid.

11.2 Any interlineations, erasure or overwriting shall be valid only if they are initialled by the person or persons signing the Bid.

11.3 Only signed documents will be considered for examining by the bank.

# 12 Sealing and marking of Bids

12.1 The Bidder shall seal the Part I of the bid in separate envelope, duly marking the envelope as Supply, installation and maintenance of 500 Nos. of Self Service Passbook kiosk at Branches/Offices"- PART I - Technical". "PART II - Commercial" will be called through Online Reverse Auction Process.

12.2 The envelope shall:

a. be addressed to the Bank at the address given below;

Chief Manager, Indian Bank, Corporate Office, Expenditure Department, 254-260 Avvai Shanmugam Salai, Royapettah, Chennai, PIN 600014, India.

b. Bear the name Supply, installation and maintenance of Self-service passbook kiosk and a statement: "DO NOT OPEN BEFORE 16.08.2018", to be submitted with the time and the date specified below.

# **13** Deadline for submission of Bids

- a. Deadline for bid submission is 16.08.2018 at 03.00 P.M. In the event of the specified date for the submission of bids, being declared a Holiday for the Bank, the bids will be received up to the appointed time on the next working day.
- b. The Bank may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents, in which case all rights and obligations of the Bank and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- c. Any bid received by the Bank after the deadline for submission of bids prescribed by the Bank will not be accepted and returned unopened to the Bidder.

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# 14 Opening of Bids by Bank

14.1 The Bank will open the part I of the bid (Technical bid) in the presence of officers authorised for the purpose and bidders' representatives at 3.30 P.M on 16.08.2018.

14.2 The Bidders' names, bid modifications or withdrawals and the presence or absence of the requisite bid security and such other details; as the Bank, at its discretion, may consider appropriate, will be announced at the bid opening. No bid shall be rejected at bid opening, except late bids, which shall be returned unopened to the Bidder.

# **15** Clarification of Bids

During evaluation of the bids, the Bank may, at its discretion, seek clarification from the Bidder/s. The request for clarification and the response shall be in writing, and no change in the substance of the bid shall be sought, offered, or permitted.

# **16** Evaluation Criteria for bids

# **16.1** General / Technical Evaluation

16.1.1 The Bank will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

16.1.2 The Bank 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.

16.1.3 Prior to the detailed evaluation, the 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.

16.1.4 The Bidder should satisfy all the Qualification Criteria and technical specification (with minor deviations) mentioned in Section VI &VIII of this bid.

16.1.5 The self-service passbook kiosk offered should meet all the Technical Specifications as stipulated in the bid.

16.1.6 The bidder should extend support for the quoted model of the Passbook kiosk for minimum of five years.



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# **16.2** Commercial evaluation

16.2.1 Technically qualified Bidders will be intimated about the date and time to participate in the Online Reverse Auction. Indicative price (online sealed bid) will be obtained from technically qualified bidders at the time of online reverse auction. Based on the quotes, the ranking would be done as L1, L2, L3. The bidder who has quoted the lowest in the reverse auction will be declared as the Lowest quoted Bidder (L1).

16.2.2 The Price quoted is inclusive of all duties, levies, freight, insurance, delivery, installation charges, reinstallation charges, grouting charges, shifting from branch to ATM and labor charges, Warranty etc. but exclusive of all applicable taxes. Octroi/entry tax, if applicable will be reimbursed on production of original receipt.

# **17** Bank's right to accept any bid and to reject any or all bids

The bank reserves the right to accept or reject any or all bids received in response to the RFP without assigning any reasons thereof. Also, the bank reserves right to revise the RPF, to request one or more re-submissions or clarifications from one or more bidders, or to cancel the process in part or whole without assigning any reasons.

Additionally, Bank reserves the right to alter the requirements, in part or whole, during the RFP process and without re-issuing the RFP. Each party shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFP, subsequently presentations and any meetings during the process.

# 18 Bank's right to vary quantities at the time of award

It is accepted that the bidder should be able to support the 500 kiosks in any parts of India. Bank at its discretion may revise the number of Kiosks at the time of issuing purchase order. Bank may procure 25% of additional pass book kiosks over and above the quantity mentioned in this RFP from the awardee(s) of the contract within 6 months from the date of purchase order at the same price and terms & conditions of this tender.

# **19** Liabilities of Bank

This RFP is not an offer by the bank but an invitation for bidder responses. No contractual obligation on behalf of bank whatsoever shall arise from RFP process unless and until a formal contract is signed and executed by duly authorised official of the bank and bidder.

# 20 Signing of Contract

Within fifteen (15) days of Purchase Order, the Successful Bidder shall sign the Contract and submit it to the Bank.



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# 21 Bid and Proposal Ownership

The bid submitted and all supporting documentations/templates are the sole property of the Indian bank and should NOT be redistributed, either in full or in part thereof, without the prior written consent of the bank. Violation of this would be a breach of trust and may interalia cause the Bidder to be irrevocable disqualified. The proposal and all supporting documentation submitted by the Bidder shall become the property of Indian Bank and will not be returned.

# 22 Bid Pricing Information

By submitting a signed bid, the bidder certifies that the bidder has arrived at the prices in its bid without agreement with any other bidder of this RFP for the purpose of restricting competition. The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP. No attempt by the bidder, to induce any other bidder to submit or not to submit a bid for restricting competition, has occurred.

# 23 Disclaimer

The bank and/or and its officer, employees disown all liabilities or claims arising out of any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecast, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of Bank and / or any of its officers, employees.

# 24 Negotiation

The bank reserves the right to further negotiate on the price offered, with the L1 (Lowest) vendor, if the price quoted is found unreasonable or in any exceptional circumstances.

# 25 Awarding of Contract

Purchase order for Supply, installation and maintenance of 500 Nos. of Self Service Passbook kiosks will be issued to lowest quoted (L1) Bidder after the selected L1 bidder demonstrates Proof of Concept (POC) using the Passbook kiosk and QR code printer, quoted and to be supplied against this tender to Bank by integrating with the Bank's middleware server.

In case the L1 Bidder fails to demonstrate the POC within 10 working days the Bank will invite the next lowest Bidder (in the order of L2, L3 etc.), who is ready to match the price quoted by the L1 Bidder to demonstrate POC to the Bank.



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# 26 Unsatisfactory Performance:

If the performances of the Kiosks are not effectively utilized by the Bank/customers for more than one week due to any issue in the printer/ controls etc., then the Bank reserves the right to inform the vendor to replace the machines without any extra cost to the Bank.

# 27 Acceptance of Purchase Order

Duplicate of the purchase order shall be returned within seven days of receipt of the order, duly signed by Authorized Signatory, for having accepted the terms and conditions of the order. Copy of power of attorney for signing the contract/agreement on behalf of the organisation should be enclosed.

# 28 Others terms and conditions.

- a) All the Kiosks supplied under this order should be of same properties and characteristics including the components used in manufacturing.
- b) The Bank will be installing any third party software for monitoring the kiosk. The performance should not get degraded.
- c) No additional or different terms and conditions proposed by the bidder would be accepted unless expressly assented to in writing by the bank.
- d) Bank reserves absolute right to reject the offer if it is not in accordance with its requirements.
- e) Each bid should specify only a single solution which should meet the tender specifications and should not include any alternatives.
- f)The bidder shall also indemnify Bank against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the goods, software(s), hardware(s) or any part thereof in India and abroad.
- g) To assist in the scrutiny, evaluation and comparison of offers Bank may, at its discretion, seek clarification from the bidder(s). The request for clarification and the response shall be in writing/through e-mail and no change in the price or substance of the bid shall be sought, offered or permitted.
- h) In the event of any claim asserted by the third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof, the bidder shall act expeditiously to extinguish such claims. If the bidder fails to comply and Bank is required to pay compensation to a third party resulting from such infringement, the bidder shall be responsible for the compensation including all expenses, court



costs and lawyer fees. Bank will give notice to the bidder of such claims, if it is made.

- i) The authorised representative of the bidder shall submit a non-disclosure agreement given in Annexure-3 herein on behalf of the Bidder Company and individual capacity of all the persons contracted.
- j) The self-service Passbook kiosk would be placed in the Branch premises initially and may later be moved to the Onsite ATM rooms. Bidder has to support the branch in shifting of kiosk from branch premises to Onsite ATM room and making it live at no extra cost to bank. However the cost related to shifting kiosk will be borne by the bidder only. However, it will be the responsibility of successful bidder for reinstallation of passbook kiosk along with reinstallation of QR code printers without any additional cost to the bank.
- k) The Successful bidder has to submit attendance, salary, appointment letters etc. of all the outsourced employees for any type of services engaged either through contractors or directly. If engaged through contractors, list of all the contractors engaged for any/all services and whether the said contractors are covered independently under the EPF & MP Act 1952. The agreement of contracts with the contractors, the PF code number of the contractors, if covered, the attendance of the contract employees, the remitted PF challan with the ECR should be submitted.
- I) Names of two buyers to whom similar equipments are supplied, installed and commissioned in the recent past and to whom reference may be made by the Bank regarding the bidder's technical and delivery ability:



- m) This tender document is not transferable. Only the bidder, who as purchased this tender form OR his authorised representative, is entitled to quote.
- n) Indian Bank reserves the right to alter the proposed quantity specified in the tender.
- o) Indian Bank reserves its right to carry out a technical inspection and performance evaluation of Kiosks and solutions offered by technically qualified bidders.
- p) Indian Bank reserves its right to cancel the order in the event of one or more of the following situations:
  - 1. Delay in delivery beyond the specified period for delivery.
  - 2. Delay installation beyond ..... weeks from the date of purchase order.
  - 3. Serious discrepancy is noticed in the kiosk.



In addition to the cancellation of the purchase order, Indian Bank reserves right to levy appropriate the damages from the Earnest Money Deposit(EMD) given by the bidder or foreclosure the Bank Guarantee given lieu of EMD and/or foreclosure the Bank Guarantee given by the supplier against the advance payment.

q) The bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corruption or fraudulent practices in competing for the contract in question. The decision of the bank in determining the above aspects will be final and binding on all the bidders. No bidder shall contact through any means of communication the bank or any of its employees on any matter relating to its Bid, from the time Bid opening to the time the contract is awarded.



# SECTION III - CONDITIONS OF CONTRACT

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### SECTION III

# **CONDITIONS OF CONTRACT**

# 1. **DEFINITIONS**

In this contract, the following terms shall be interpreted as indicated:

a. "**The Contract**" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;

b. **"The Contract Price**" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;

c. "**The Goods**" means all of the equipment, machinery, and / or other materials which the Supplier is required to supply to the Purchaser under the Contract;

d. "**The Services**" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Contract;

e. "The Purchaser" means Indian Bank.

f. "**The Supplier**" means the Company supplying the Goods and Services under this Contract.

g. "**The Project Site**", where applicable, means the place of delivery of equipments.

# 2. USE OF CONTRACT DOCUMENTS AND INFORMATION;

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



2.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information pertaining to this contract except for purposes of performing the Contract.

# 3. CONTRACT PERIOD

The contract period will commence from the date of acceptance of the Purchase order and will be valid up to a period of Five years from the date of go live of the last kiosk. The contract is extendable / renewable further at the option of the Bank on mutually agreed rates.

# 4. **PATENT RIGHTS**

The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof.

# 5. PERFORMANCE SECURITY

On receipt of notification of award from the Bank, the Successful Bidder shall furnish the Performance security in the Performance Security Form provided in the Bid Document as format 4 in section VII.

- Within 15 (fifteen) days from the date of purchase order issued for the project by the Bank, the successful Bidder shall furnish the Performance Security equivalent to 5% of total Purchase order value in the form of a Bank Guarantee issued by a Scheduled Commercial Bank or Foreign Bank located in India valid for a period of Sixty Nine (69)months with further one month claim period in the format enclosed.
- The performance security submitted by the supplier shall be invoked by the Bank as compensation for any loss resulting from the Supplier's failure in completing their obligations under the Contract.

The performance security will be discharged by the Bank and returned to the Successful bidder not later than thirty (30) days following the date of completion of the Successful bidder's performance obligations under the Contract on receiving the request from the successful bidder.

Failure of the successful Bidder to comply with the requirement of signing of contract and performance security shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

# 6. INSPECTIONS AND TESTS

6.1 The Purchaser or its Representative/s shall have the right to inspect and / or test the Goods to confirm their conformity to the Contract specifications. The



Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any Representatives retained for these purposes.

6.2 Any charges payable to the Purchaser's Representative designated for inspection shall be borne by the Purchaser.

6.3 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 if required, shall be furnished to the inspectors at no charge to the Purchaser.

6.4 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser 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 Purchaser.

6.5 The Purchaser'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 Purchaser or its representative prior to the Goods' shipment.

# 7. 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.

# 8. DELIVERY AND DOCUMENTS

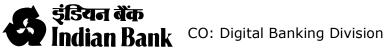
Delivery of the goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The supplier has to make his own arrangements to deliver the goods at the destinations.

The details of shipping and / or other documents are to be furnished by the Supplier are as follows.

(i) Copy of the Supplier Invoice showing contract number, goods, description, distinct serial Numbers of individual items, quantity, unit price, total amount;

(ii) Delivery Note, Railway Receipt or acknowledgement of receipt of goods from the Consignee duly counter signed by the Purchaser's Representative;

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(iii)Original/Copy of Transit Insurance Policy and Original of Storage cum Erection policy;

(iv)Manufacturer's / Supplier's Warranty Certificate;

(v) Inspection Certificate issued by the Purchaser's Representative, if any.

#### 9. **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 destination" on "All Risks" basis including War Risks and Strikes.

The supplier should also insure the goods in Indian Territory for the invoice value under Storage cum Erection policy till three months from the date of delivery. Any damage happened to the goods due to non-availability of storage cum erection policy, the supplier has to bear the losses.

#### **INTEGRATION** 10.

- a. As per the architecture of the bank, the Kiosk has to send the passbook account number with the designated fields to the backend server/system specified by the bank.
- b. On receipt of the data in XML format, the data to be appropriately printed in the passbook.
- c. Any error or outage should be appropriately displayed to the customer. (List of errors are given in Annexure - 1)
- d. MIS reports are to be submitted as required by the bank for calculating the payment.
- e. The bank is already having a middleware software which is running on a different server and having interface with CBS server for fetching data. Bidder has to provide interfacing software between Kiosk management and monitoring server and this server. There should not be direct interface between Kiosk management & monitoring server and CBS server for fetching data.

#### 11. **INCIDENTAL SERVICES**

11.1The Supplier is required to provide the following services.

Performance or supervision of on-site assembly (If kiosk services required а. onsite assembling) and / or start-up of the supplied Pass book kiosks.

Furnishing of a detailed operations and maintenance manual for each b. appropriate unit of the supplied Goods;



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Performance or supervision or maintenance and / or repair of the supplied c. 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.

d. Training of the bank personnel (onsite training to staff members available at individual locations for 1 dedicated working day), start up, operation, maintenance and / or troubleshooting of the supplied goods and on the operating system and kiosk software at the time of installation. It will be the responsibility of Successful bidder to ensure that complete training is provided to the Bank's personnel.

Technical support through one onsite resource to be provided at the Bank's e. Head office from 10.00 AM to 6.00 PM on all working days of the bank to ensure uptime of the pass book kiosks supplied and also to ensure 100% data pulling from the kiosks and to provide required MIS.

f. Prices charged by the bidder for the incidental services should be factored in the price quoted and cannot be separately quoted.

#### 12. **COMPREHENSIVE ONSITE WARRANTY& AMC**

12.1 The Supplier warrants that the Goods supplied under the Contract (including the software agent installed in the passbook kiosks) are new, unused, of the most recent or current models and that 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 Purchaser's 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.

12.2 This warranty shall remain valid for 36 months after the Goods have been installed at the final destination, or for forty two (42) months after the date of receipt of shipment at the destination, whichever period concludes earlier. The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

12.3 Upon receipt of such notice, the Supplier shall with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Purchaser.

12.4 If the Supplier, having been notified, fails to remedy the defect(s) within one day, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.



12.5 After initial warranty period of 3 years, Onsite Comprehensive AMC has to be renewed for subsequent 2 years. However, Bank reserves the right to enter into AMC with any other Successful bidder.

12.6 The central monitoring software shall be under warranty for 3 years from date of installation of the first passbook kiosk. ATS for software will be valid for a total of 2 years after the expiry of warranty period of 3 years. On completion of the ATS period, Bank reserves the right to extend the ATS till the expiry of AMC of the last installed kiosk, at mutually agreed rates.

# **13. PAYMENT TERMS**

- I. **On Delivery:**Eighty (80)% of the cost or invoice price of the delivered goods shall be paid within 15 days on submission of Invoice copy and proof of delivery duly counter signed by the Bank's representative, Original/Copy of Transit Insurance Policy & Original of Storage cum erection policy.
- II. On Installation: Fifteen (15)% of the cost or invoice price of Goods received shall be paid upon installation/configuration of hardware within 15 days on submission of Installation Certificate duly counter signed by the Bank's representative.
- III. Payment may be released, if the systems could not be installed within 3 months from the date of delivery, due to reasons attributed to Purchaser i.e. (Indian Bank) on production of Site Not Ready Certificate from the concerned Zonal Office/Branch, where the kiosk are delivered. In such cases, the supplier has to install the kiosk as and when required by the Bank, without any cost to the bank.
- IV. The remaining Five (5)% of the total Purchase Order amount (exclusive of AMC) will be kept by the Bank as retention money, during the warranty period and the same will be released after the warranty period after deduction of further penalty if any, as per the "Penalty for downtime" stipulated. Also, 5% of AMC amount will be kept as retention money and will be released after AMC period, after deduction of penalty if any.
- V. Payment for the Onsite engineer will be made on half yearly basis in arrears on submission of the invoice. In case the preventive maintenance report is not furnished quarterly then the performance penalty of Rs.2000/- per passbook kiosk per half year shall be deducted from the Payment of onsite Engineer.
- VI. ATS and AMC will be payable half yearly in advance.



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#### 14. **CHANGE ORDERS**

14.1 The Purchaser may at any time, by a written order given to the Supplier make changes within the general scope of the Contract in any one or more of the following.

- drawings, designs, or specifications, where Goods to be furnished under the a. contract are to be specifically manufactured for the Purchaser;
- the method of shipment or packing; b.
- the place of delivery; and / or c.
- the Services to be provided by the Supplier; d.

14.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall be amended accordingly. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

#### 15. **DELAYS IN THE SUPPLIER'S PERFORMANCE**

Delivery of the Goods and performance of Services shall be made by the 15.1Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.

15.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

#### 16. LIQUIDATED DAMAGES

If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the Invoice price of the Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10%. If the equipments are not delivered in time, the Purchaser may consider termination of the contract. The date of delivery of last item to a location will be taken as the date of delivery for entire set of system to that location, for the purpose of calculation of Liquidated Damages.



For delivery/installation, the Liquidated Damages will be calculated on Invoice Value of each set of systems to a location.

# **17. TERMINATION FOR DEFAULT**

17.1 The Purchaser, without prejudice to any other remedy for breach of contract, by 7 days written notice of default sent to the Supplier, may terminate this Contract in whole or in part :

a. if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser;

or

- b. if the Supplier fails to perform any other obligation(s) under the Contract.
- c. If the Supplier, in the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

'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 Purchaser, 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 Purchaser of the benefits of free and open competition.

17.2 In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

# **18. FORCE MAJEURE**

18.1 The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

18.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not



foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes but does not include any fault or negligence or carelessness on the part of the supplier, resulting in such a situation.

If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser 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. Notwithstanding above, the decision of the bank shall be final and binding on the Bidder.

# **19. TERMINATION FOR CONVENIENCE**

19.1 The Purchaser, by 30 days written notice sent to the Supplier, 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 the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

 to have any portion completed and delivered at the Contract terms and prices;

and / or

b. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

# 20. ADOPTION OF INTEGRITY PACT

- 20.1 The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons /officials of both sides, not to resort to any corrupt practices in any aspect/ stage of the contract.
- 20.2 Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the bidding process.
- 20.3 The Bidders shall submit signed Pre Contract integrity pact as per Section–IX Annexure 4. Those Bids which are not containing the above are liable for rejection.



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- 20.4 Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates
- 20.5 Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti corruption principle.
- 20.6 Integrity Pact in respect this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 20.7 The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty /Guarantee/AMC if contracted whichever is later.
- 20.8 Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 20.9 Integrity pact shall be signed by the person who is authorized to signed the Bid.
- 20.10 The Name and Contact details of the Independent External Monitor(IEM) nominated by the Bank are as under:

Shri. Ashok Kumar, IPS (Retd)	Shri. K.Saleem Ali, IPS (Retd)
Email: ashokkumar1055@gmail.com	Email: Saleemali53@gmail.com

20.11 Change of law / policy / circular relating to Integrity Pact vitiate this agreement accordingly with immediate effect on written intimation.

#### 21. SETTLEMENT OF DISPUTES

21.1 If any dispute or difference of any kind whatsoever shall arise between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or difference by mutual consultation.

21.2 If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

21.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally



settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract.

Arbitration proceedings shall be conducted in accordance with the following rules of procedure.

The dispute resolution mechanism to be applied shall be as follows:

(a) In case of dispute or difference arising between the Purchaser and a domestic Supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, India which appointment shall be final and binding on the parties.

(b) If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Banks' Association, both in cases of the Foreign Supplier as well as Indian Supplier, shall appoint the Arbitrator. A certified copy of the order of the Indian Banks' Association making such an appointment shall be furnished to each of the parties.

(c) Arbitration proceedings shall be held at Chennai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

(e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Banks' Association.

21.4 Notwithstanding any reference to arbitration herein,

a. The parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and



b. The purchaser shall pay the supplier any monies due to the supplier.

21.5 Submitting to arbitration may be considered as an additional remedy and it does not preclude the Parties to seek redress/other legal recourse.

# 22. CONFIDENTIALITY

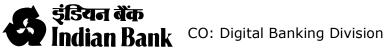
The Bidder will be exposed by virtue of the contracted activities to internal business information of Bank, affiliates, and/or business partners. Disclosure of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the Bidder, pre-mature termination of the contract, or legal action against the Bidder for breach of trust. Successful bidder has to enter into Non-disclosure agreement (as per format enclosed in Annexure - 3) with the Bank. Besides the successful bidder, the employees/representatives of the Bidder who are responsible for the implementation of the project are also required to enter into a Non-disclosure Agreement (as per the NDA format prescribed by the Bank for functionaries) in their personal capacity.

# 23. APPLICABLE LAW

The Contract shall be interpreted in accordance with the laws of India. Any dispute arising out of this contract will be under the jurisdiction of Courts of Law in Chennai.

# 24. SCOPE OF CONTRACT

- a) The selected Bidder shall take total responsibility for supply, installation and maintenance of Self-service Passbook kiosks (as per Technical Specification) and making them operational. The Self Service Passbook kiosks have to be interfaced with the backend server by means of https.
- b) Selected bidder shall be required to grout the Self Service Passbook kiosks in ATM room as per the process specified.
- c) The following are the other works to be undertaken by the selected bidder/s
  - i) Connectivity with the LAN, IP address change.
  - ii) Provide MAC id for verification.
  - iii) User acceptance test with screens and audio in regional language.
  - iv) User training/ admin function training.
  - v) Signoff
  - vi)



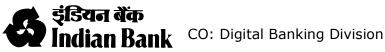
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#### 25. **INSTALLATION**

The supplier has to install the Self Service Passbook kiosks and commission the same within the specified period. The bank will inform the places of installations. Bank will arrange for LAN cabling and Power socket. Grouting shall be done by successful bidder, whenever the kiosk is kept in ATM room. The supplier shall test all hardware operations and accomplish all adjustments necessary for successful and continuous operation of the hardware at all installation sites.

#### 26. MAINTENANCE OF UPTIME DURING WARRANTY AND AMC PERIOD

- The supplier should accomplish preventive and breakdown a) maintenance activities to ensure that all hardware execute without defect or interruption for at least 98.5% up-time for 24 hours a day, 7 days a week of operation of the machine calculated on quarterly basis. Bidder shall submit this report within a week after expiry of every calendar quarter. Delays if any on account of procurement of spares will not be exempted while reckoning the uptime SLA of 98.5%.
- b) If any critical component of the entire configuration is out of service for more than two days, the Supplier/s shall immediately replace either the defective unit or replace the Self-service Passbook kiosks at its own cost.
- c) Bidder should also ensure that the maximum response time for onsite service call does not exceeds 4 hours where there is local support centre of the vendor / franchisee. The maximum response time at other locations shall not exceed 6 hours plus the normal travel time from the nearest support centre. The issue, if any is to be resolved within the time period specified in clause 29 (Delay in repair) of this RFP. The travel time should not exceed 6 hours in any case and the call must be attended maximum on next working day.
- Minimum 3 years warranty for Application Software, either developed d) by the Bidder or their associates, or supplied and customised to Bank's requirements and minimum 2 years of Annual Technical support(ATS)
  - Any bugs in such software shall be rectified without any cost to the bank.
  - Any requirements changes/ modifications required by the bank will have to be carried out by the identified vendor.
  - Any rectification required in the application Software due to inherent bugs in the System Software/ off the shelf software shall also be rectified by the Supplier or their associates without any cost to the bank, within a reasonable period, as mutually agreed upon.



#### 27. **COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT**

- a. The successful bidder has to maintain the equipment supplied for at least 2 years after the expiry of warranty period. However bank reserves the right to extend the AMC period.
- b. At the same time, the bidder is also expected to make available the spare parts for the systems for at least 5 years from the date of installation. Thereafter, vendor should give at least twelve months' notice prior to discontinuation of support services.
- c. If any of the peripherals, components etc. are not available or difficult to procure or if the procurement is likely to be delayed, the replacement shall be carried out with equipment of equivalent capacity or higher capacity at no charges to the Bank, during the currency of warranty period and AMC.
- d. Comprehensive on-site maintenance charges, for the post warranty period (for the 4th and 5th Year) would be for part of TCO (Total Cost of Ownership)
- e. AMC rate would be valid for 2 years after expiry of warranty period. However, Bank reserves the right to enter into AMC with any other vendor.

#### **CENTRALIZED CALL LOGIN AND MONITORING FACILITY** 28.

- The successful bidder shall provide a central application for monitoring a. and management of passbook kiosks and QR code printers. The application should have the capability to monitor and manage 1000 passbook kiosks and 1000 QR code printers.
- b. The successful bidder should bring his own servers for hosting the central monitoring and management application.
- c. The successful bidder shall provide a centralised call login facility (through telephone as well as email) with  $24 \times 7$  access for bank's branches/offices.
- d. The successful bidder shall provide web based call logging and monitoring facility for bank's branches/offices.

#### 29. **DELAY IN REPAIR**

Any Self Service passbook kiosk & Bar Code printer including the software components / hardware equipment that are reported to be down on a given date should be repaired immediately. The downtime should not exceed as per the below mentioned time clause (i.e., Resolution time).

Maintenance Service calls which hampers the printing are classified into two types

a) Type 1 Calls- severe defects causing the equipment completely inoperational.



b) Type 2 Calls- operational defects in Equipment but equipment still functional & Usable.

The successful Bidder(s) should ensure the response time as set below:

Description	Response time	<b>Resolution time</b>
Type 1 calls	4 hours/ normal travel time from the nearest support centre, whichever is lesser	24 hours
	6 hours+ normal travel	24 110015
	time from nearest	
Type 2 calls	support centre	48 hours

Overall downtime should not exceed 5% per Self-service Pass Book Kiosks, calculated on quarterly basis from6 a.m to 10 p.m (calendar year basis).

In case the vendor fails to meet any one of the above standard of maintenance, there will be a penalty of Rs.500/- (Rupees Five Hundred only) per day or part thereof per Self-service Pass Book Kiosk subject to a maximum of Rs 10,000/- (Rupees Ten thousand only) per Self-service Pass Book Kiosk, calculated on quarterly basis for not complying to the UPTIME as specified by the Bank.

Successful bidder should depute an onsite resource for the purpose of monitoring and maintenance of 95% uptime of the passbook kiosks. He will be responsible for proactively logging calls for the non-functional passbook kiosks and follow-up with the field level team till the issues are solved.

Preventive maintenance visit to be performed once in a Quarter without fail and report to be furnished at Corporate Office duly counter signed by branch official. In case preventive maintenance is not carried out and uptime is not furnished quarterly then penalty of Rs.2000/- per quarter per self-service Pass Book will be deducted from the cost of onsite support engineer.

# **30. TRAINING AND HANDHOLDING**

a) Successful Bidder should provide 1 dedicated working day onsite handon training to branch officials at each site/branch along with the manuals for user application and day to day operations after installing the machine in the site/branch. Handholding to be given for 1 dedicated day during working hours for each site/branch for the customers. Installation report should have the confirmation about the hand-on-training and handholding. It will be the responsibility of Successful bidder to ensure that complete training is provided to the Bank's personnel.



b) Two days training to be given at central site covering central administration and other function.

# 31. SUB CONTRACTING

The supplier shall not subcontract or delegate or permit anyone other than the suppliers' personnel to perform any of the work, service or other performance required of the supplier under this agreement without the prior written consent of the Bank.

# 32. SERVICE LEVEL AGREEMENT (SLA)

The supplier shall be required to sign Service Level Agreement (SLA) covering all terms and conditions of this tender and Purchase Order within 30 days from the date of issuing the purchase order.

# **33. EXIT REQUIREMENTS**

In the event of Agreement comes to end on account of termination or by the expiry of the term / renewed term of the Agreement or otherwise, the Successful bidder shall render all reasonable assistance and help to the Bank and to any new vendor engaged by the Bank, for the smooth switch over and continuity of the Services.

# 34. INDEMNITY

The successful bidder shall indemnify the Bank against all actions, proceedings, claims, suits, damages and any other expenses for causes attributable to the successful bidder. The successful bidder shall also indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof without any limitation.

# 35. LIMITATION OF LIABILITY

Successful bidder aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for

a) IP Infringement indemnity.

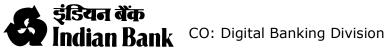
b) Bodily injury (including Death) and damage to real property and tangible property caused by vendor's gross negligence. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase order placed by bank on the vendor that gave rise to claim, under this tender.

# **36.** TRANSFER OF OWNERSHIP/TITLE

The successful bidder shall pass the title of ownership of the goods supplied under this Contract to Indian Bank on delivery of the material at the location(s) specified by bank.

# **37. TECHNICAL DOCUMENTATION**

The Technical Documentation involving detailed instruction for operation and maintenance is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.



# SECTION-IV

# SCHEDULE OF REQUIREMENTS

### **1. BRIEF DESCRIPTION**

Supply, Grouting (in ATM room only), installation and maintenance of Pass Book Kiosks for Indian Bank.

# 2. QUANTITY OF SYSTEMS TO BE PROCURED

500 Pass Book Kiosks along with QR code printer are to be installed in various centres/branches all over the country.

# 3. DELIVERY SCHEDULE

The bank will issue individual delivery schedule for each site and delivery and installation of complete kiosk and QR code printer with all the accessories and software to be completed within 6 weeks from the date of issuing delivery instructions by the bank.

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#### SECTION-V

### SCOPE OF THE PROJECT

### i) Brief Description

Bank proposes to deploy Self-service Passbook kiosks for printing entries in the passbook which will help the customers to get the passbook details printed without any Card validation or any user credentials (user id/password). In the backside of the passbook, QR code will be printed at the branch. The QR code will have an account number and the Account holder's name, where the Account number will be in encrypted form. For new customers, the passbook will be issued by the branch with QR code printed on it. Existing customers shall approach branches to get the QR code printed in the passbook. Based on the QR code, entries which are sent from the Central Servers via management and monitoring server should be printed.

### ii) Scope of the work

- a) Indian Bank is looking for a Successful bidder who can supply, install and commission pass book kiosk and 2-D barcode printer (Printing QR code) and also maintain them during onsite comprehensive warranty period of 3 years and post warranty onsite comprehensive AMC of minimum 2 years including hardware part replacement, printer head, plastic parts etc. without any additional cost to the bank. The Successful bidder should support the equipment for at least 5 years from the date of installation.
- b) The Bank is planning to purchase 500 pass book kiosks for 24 x 7 e-lounges. The successful bidder needs to integrate the pass book kiosks & central monitoring server with bank's middleware server.
- c) Bank may also migrate the existing passbook kiosks to the central monitoring server of successful bidder by purchasing the passbook kiosk software agent from the successful bidder. Successful bidder should migrate these kiosks at no additional cost to the bank.
- d) The successful bidder shall take total responsibility for supply, installation of pass book kiosk, making them operational and maintaining them.
- e) All monitoring reports should be configured on management and monitoring server. This server application should have the capability to automatically generate and send MIS reports to email ids configured on daily/weekly/monthly basis by integrating with banks email server. Also the server application should have the capability to trigger SMS alerts for machines down to mobile numbers configured by integrating with Banks SMS gateway. The server application should have provision to configure email ids, mobile nos., customized messages and frequency for sending emails and SMS alerts.

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- f) The successful bidder should ensure end to end integration of pass book and management and monitoring server with the bank's middleware. Any requirement of reinstallation of software at this server has to be taken care of by the successful bidder at the request of the bank without any extra cost.
- g) All software should be legally purchased and necessary document/certificates should be supplied along with machines.
- h) The monitoring and management/middleware application for passbook kiosk and MIS reporting application should be installed at DC and DR.
- i) The monitoring and management/middleware application shall be capable of pushing patches/updates to pass book kiosk automatically from this server without the need of engineer visit to individual branches.
- j) The successful bidder shall give training to branch staff on fixing up of minor problem and for changing consumables like ribbon etc.
- k) The successful bidder shall ensure seamless migration of the application and the solution after expiry of contract period, if bank select another Successful bidder after the contract period or during the contract period due to any reason.
- The pass book updated from the pass book kiosk should be interoperable with the bank's existing passbook kiosks deployed across the country.
- m) For each site the Successful bidder is expected to provide pass book kiosk client software and documentation for equipment including software license certificates if any and shutdown procedure for the kiosk. All the software provided to the bank should be legally purchased.
- n) Service Level Agreements (SLAs) will have to be entered into with the Bank which includes uptime, Response Time and Penalty as per the terms of this RFP. SLA has to be entered within 30 days after issuing of Purchase Order.
- o) The successful bidder would be responsible for timely applying/loading of all the software patches in all individual Pass book kiosks during the warranty and AMC period. The job has to be done as a part of Warranty and AMC support services without any extra cost to the bank.
- p) No visit/services charges will be borne by the bank for upgradation of the software/replacement of hardware component pertaining to pass book kiosk for the purpose of enhancing their functionality to meet mandatory compliance requirements. Any upgradation should be completed within 15 days from the date of request from the Bank.
- q) The bidder shall have a complaint management and escalation mechanism which should be shared with bank periodically to convey latest status.



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- r) The successful bidder shall provide a monitoring portal for the zonal offices which should display the transaction details and the status of the passbook kiosks installed in each Zones.
- s) Pass Book Kiosk supplied shall be essentially a computer provided with a Touch Screen for inputting the choices by customers. There would be a software program/Agent which would guide the customers and control the complete process of Pass Book printing. The bar code (printing QR code) printer supplied shall be a computer peripheral connected to the branch system for printing QR code in the passbook of the customers. The QR Code in the rear side of the passbook should be read by the printer in the kiosk and the request will be sent by kiosk to designated server to get the details. The software/Agent should exchange predefined URL with parameters in post/get method as may be required. Changes any required during the contract period from time to time will be the responsibility of the supplier and will be deployed on all the machines from a central site only, without any cost to the Bank. The reading may be attempted multiple times (3-5) times before failure indication is notified to customer and customer may be informed to get the QR code printed again from the branch. At the same time, The OTP (one time password) option should then be enabled and OTP should be generated by the backend server based on the account number typed by the customer on the touch screen and sent to the customer mobile. OTP Generation and sending the OTP will be taken care by the Bank. The camera which is fitted in the kiosk would take photograph of the person while the passbook is scanned / printed. The same data needs to be stored with the account no and photograph.
- t) Successful bidder has to provide basis for reconciliation purposes to Bank as per the standard format available at the Pass Book Kiosks, which would clearly indicate the date and time of transactions and machine status (up / down) with reasons of downtime. Any instance where the machine could not be hooked would be taken as downtime only (unless it is a problem from bank side). Heartbeat of the pass Book printing machines needs to be monitored continuously to arrive at proper down/up status.
- u) The reports for all the kiosks shall be stored in the central server at a centralized location for minimum period of 12 (twelve) months. Pass Book Kiosk wise data pulled are to be spooled separately and pushed to the designated server at Bank end on daily basis. The transactional data may be purged by the Vendor after seeking confirmation from the Bank.
- v) The successful bidder shall provide an online view facility showing the status of all connected Pass Book Kiosks to the Bank and also to remotely control the kiosks.
- w) The successful bidder needs to integrate the Self-service Passbook kiosks and Core Banking solution i.e. Bancs through the interface software (middleware



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server) available with the Bank. The central monitoring/management software to be provided by the successful bidder.

- x) The successful bidder should also undertake to customize display screens as desired by bank in graphic mode in three languages (Hindi, English and the regional language selected by Bank depending on the state where the machine is deployed) on touch screen format for all transactions undertaken without any extra cost.
- y) The successful bidder will also undertake to load Anti-virus solution in the Self Service Passbook kiosks without any extra cost. This has to be done before dispatching the machine to the branches. The bank will provide antivirus solution to finally selected bidder.
- z) The successful bidder should provide MIS reports like number of passbook issued, number of passbooks updated, uptime etc. as per the Bank's requirement on a daily/monthly/ over a date range basis. Bank should be able to know the up/down status of passbook kiosks installed on the remote location any time. Any application required for MIS report generation as per banks desired format has to be provided by the Successful bidder. The MIS report should be provided in excel format for download.

aa) The following jobs needs to be executed from the central Site:

- 1. The Bank would provide advertisement images, Antivirus patches which should be sent to the kiosks between 00.00 Hrs. and 07:00 Hrs. on the next day through automated schedule configured for daily data pulling at the server.
- 2. The data which cannot be retrieved through the automated schedules shall be retrieved and delivered to the Bank on next day before 6.00 p.m.
- 3. Customer transactions will take precedence over the data pulling process and if a transaction occurs while data is being pulled the data pulling process to be discontinued to complete the transaction. The remaining part of the data will be pulled after the transaction is completed.
- 4. Updated messages / product information to the customers can be pushed to the kiosks.
- 5. Status monitoring with periodical heartbeat checking of terminals.
- Usage indicators like Success / Failure transactions for specific period, up / down time during specific period and other required MIS can be generated and viewed from any Web based dashboard of the bank.
- 7. Various kinds of dynamic alarms/alerts can be set to inform the Terminal & Service level statuses.
- 8. There shall be internal SSL certificates which needs to be installed in the connecting kiosks and the communication would be on a secured channel. These certificates would have limited validity and new certificates should be automatically updated in the browser



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- 9. There should be a facility to get authentication services and other services in AD as from the Active Directory Services of the Bank.
- 10. The terminals should be completely controllable from the central site including solutions to shut off the system and wake on LAN. Features like this are to be configured to the new system as we add a new passbook kiosk to our domain/AD.
- 11. Real time monitoring and display of kiosk status like up, down etc.
- 12. Error to be recorded in the database and reported as and when required as mentioned in Annexure-1.



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#### SECTION VI

#### **QUALIFICATION CRITERIA**

The successful bidder must satisfy the following eligibility criteria and should submit the required proof.

- a. The successful bidder should be a limited company and should be in existence in India for the last 3 years as on 31.03.2018.
- b. The successful bidder should be OEM / authorized reseller for the items quoted for (Proof to be submitted). Either OEM or authorized resellers (SI) on behalf of OEM can bid in a tender but not both.
- c. The successful bidder should be having Positive Net Worth / Net profit in the following three financial years of the bidder 2014-15, 2015-16, 2016-17.
- d. The average of annual turnover for the three financial years 2014-15, 2015-16, 2016-17 of the bidder should be Rs.10.00 crores or above.
- e. The successful bidder should have supplied minimum of 500 passbook kiosks during the last three financial years to Banks in India. Copy of Purchase orders issued by Banks and the satisfactory working certificate issued by the same banks should be submitted along with Technical Bid. Bidders who have already supplied passbook kiosks to Indian bank should submit "satisfactorily working certificate" obtained from the same Bank. Bidder who has already supplied passbook kiosks to Indian bank should submit "satisfactorily working certificate" obtained from the same Bank.
- f. The Bidder should not have been blacklisted by any Government Dept/PSU/Banks currently.
- g. The successful bidder/OEM/Subsidiary should have Branches in Chennai, Delhi, Kolkata and Mumbai. Further, Bidder/OEM should have Branches / Service Centre Facilities / Franchises / Resident engineers in any 25 places from the locations tabulated below. In case of franchises, copy of contract between the successful bidder and franchise should be attached in addition to proof of address. For Resident engineers, at least one identity proof and address proof for all the location should be submitted. Also, undertaking letter from OEM/Franchise for providing support in such places where bidder doesn't have above arrangement should be provided.

Also, undertaking letter from OEM/Franchise for providing support in such places where bidder doesn't have above arrangement should be provided.

AHMEDABAD	ERNAKULAM	KARIM NAGAR	PONDICHERRY	TIRUVARUR
AMARAVATHI	ERODE	KARNAL	BHOPAL	TRICHY
BANGALORE	GHAZIABAD	KARAIKUDI	PUNE	VELLORE
BARDDHAMAN	GUWAHATI	KOZHIKODE	RANCHI	VIJAYAWADA

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BERHAMPUR	HUBLI	KRISHNAGIRI	SALEM	VISAKHAPATNAM
POONAMALLEE	HYDERABAD	KUMBAKONAM	SURAT	CUDDALORE
BHUBANESHWAR	JAIPUR	LUCKNOW	CHANDIGARH	PATNA
TIRUVANNAMALAI	KANCHEEPURAM	LUDHIANA	TIRUNELVELI	THIRUVANANTHAP URAM
COIMBATORE	KANPUR	MADURAI	TIRUPATI	

#### **Other Requirements:**

- 1. All bids submitted shall also include the following information
  - (i) Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the organisation.
  - (ii) The Bidder should furnish a brief write-up, backed with adequate data, explaining its available capacity and experience (both technical and commercial) for the manufacture and supply of the required systems and equipment within the specified time of completion after meeting all their current commitments.
  - (iii) The Bidder should clearly confirm that all the facilities exist in its factory for inspection and testing and these will be made available to the Purchaser or its representative for inspection.
  - (iv)Details of Service Centres and information on service support facilities that would be provided in the Service Support Form enclosed.
  - (v) Reports on financial standing of the Bidder such as Profit and Loss statements, Balance Sheet and Auditor's Report for the past three years, bankers' certificates, etc.
  - (vi)Technical details of the item to be supplied and downtime details.
- 2. The bid should be accompanied by a bid security of required amount.
- 3. The equipment offered should meet all the technical specifications as stipulated in the bid.
- 4. The Bidder / Manufacturer should extend support for the quoted model of Self-service Pass Book Kiosks for at least five years.



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#### SECTION VII

### **BID FORM AND OTHER FORMATS**

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### SECTION - VII 1. BID FORM AND OTHER FORMATS

#### FORM OF BID

(Bidders are required to furnish the Form of Bid in the Format given in this Section, filling all the blank spaces.)

Date: \_\_\_\_\_

Tender document: CO/DBD/PROC/RFP/207/R1/2018-19 dated: 25.07.2018

То

AGM Corporate Office Expenditure department, 254-260,AvvaiShanmugamSalai, Chennai 600 014. India.

Having examined the Bidding Documents including amendments and clarifications published by the Bank, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and maintain self Service Pass Book Printing Kiosks for Indian Bank, in conformity with the said Bidding Document.

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted, we will obtain the guarantee of a bank as per tender terms for the due performance of the Contract, in the form prescribed by the BANK.

We agree to abide by this for the bid validity period specified and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

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We understand that you are not bound to accept the lowest or any bid you may receive.
We confirm that we comply with the qualification criteria of the bidding documents and are submitting proof of the same.
We agree to extend the bid validity/ EMD bank guarantee if required by the bank.
Dated thisday of20
Signature
(In the Capacity of)
Duly Authorised to sign bid for and on behalf of
(Name & Address of Bidder)

.....

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#### 2. BID SECURITY FORM

Whereas ...... (hereinafter called "the Bidder") who intends to submit its bid on..... (date of submission of bid) for the supply and maintenance of ..... (name and/or description of the goods/services) (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We .....(name of bank) of ..... (name of country), having our registered office at ..... (address of bank) (hereinafter called "the Bank"), are bound unto Indian Bank in the \_\_for which payment well and truly to be made to sum of \_ the said Purchaser, the Bank binds itself, its successors, and assigns by these presents.

THE CONDITIONS of this obligation are:

- 1. If the Bidder
  - (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
  - (b) does not accept the correction of errors in accordance with the Instructions to Bidders; or
- 2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
  - fails or refuses to execute the Contract Form if required; or (a)
  - fails or refuses to furnish the performance security, in accordance with (b) the Instruction to Bidders.

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

This guarantee will remain in force up to and including forty five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the Bank)

#### NOTE :

1. The Bidder should ensure that the seal and CODE No. of the signatory is put by the banker, before submission of the Bank Guarantee.

Bank Guarantee issued by Bank located in India and shall be on a Non-Judicial 2. Stamp Paper of requisite value.



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### 3. CONTRACT FORM

**THIS AGREEMENT** made on the ......day of......, 20..between Indian Bank, having its Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai 600 014 (hereinafter "the Purchaser") of the one part and ......(*Name of Supplier*) having its Registered Office at (*City and Country* of Supplier) (hereinafter called "the Supplier") of the other part :

#### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) the Bid Form and the Price Schedule submitted by the Bidder;
- (b) the Schedule of Requirements;
- (c) the Technical Specifications;
- (d) the Conditions of Contract;
- (e) the Purchaser's Notification of Award.
- 3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied / provided by the Supplier are as under:

BRIEF		QUANTITY TO BE	UNIT	TOTAL
DESCRIPTION	OF	SUPPLIED	PRICE	PRICE



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Dated: 25/07/2018

GOODS & SERVICES		

#### **TOTAL VALUE:**

#### **DELIVERY SCHEDULE:**

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

said..... (For Indian Bank)

in the presence of:.....

Signed, Sealed and Delivered by the

said ...... (For the Supplier)

in the presence of:.....

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#### 4. PERFORMANCE SECURITY FORM

Bank Guarantee No.

Date:

To: INDIAN BANK, Chennai, INDIA:

**AND WHEREAS** it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a reputed bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

**AND WHEREAS** we have agreed to give the Supplier a Guarantee:

This guarantee is valid until the ......day of......20.....

Signature and Seal of Guarantor Date.....20.... Address:....

NOTE:

- 1. Supplier should ensure that seal and code no. of the signatory is put by the bankers, before submission of the Bank Guarantee.
- 2. Bank Guarantee issued by Bank located in India and shall be on a Non-Judicial Stamp Paper of requisite value



Dated: 25/07/2018

#### **5. PERFORMANCE STATEMENT** (FOR A PERIOD OF LAST 5 YEARS)

BID No. CO/DE	BD/PROC/RF	P/207/R1/2018-19					
dated: 25.07.20	018						
Order placed by Full address	Order No. and Date	Description and Quantity of the Equipment ordered	Value of Order	Date of comple delivery	etion of	Remarks indicating reasons for late delivery,	Has the equipment been satisfactorily functioning? Attach a certificate from
of purchaser				As per Contract	Actual	if any	the Purchaser / consignee

Date:

Signature and Seal of the Bidder:....

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#### 6. INSTALLATION CERTIFICATE FOR ISSUE BY THE BRANCH AFTER SUCCESSFUL INSTALLATION OF EQUIPMENT

Date:

#### Sub: Certificate of installation of Self-service Pass Book Kiosks

1. This is to certify that the equipment as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) and a set of spares in accordance with the Contract/Specifications. The same has been installed and commissioned.

(a) Contract No.\_\_\_\_\_ dated \_\_\_

- (b)Description of the equipment: Self-service Pass Book Kiosks and QR code printer
- (c)Quantity \_
- (d)Date of delivery\_\_\_\_\_
- (e)Date of installation and proving test \_\_\_\_\_
- 2. Details of accessories/spares not yet supplied:
- 3. The proving test has been done to our entire satisfaction and operators have been trained as per contract terms.
- 4. Voice guidance and screen navigations are available for English, Hindi and regional language.

Signature	
Name	

Designation with stamp \_\_\_\_\_

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#### 7. QUALIFICATION APPLICATION

All the bidders submitting their bids against this bid for any or all items must submit the qualification application along with the information in the following formats together with the relevant documentation:

#### FINANCIAL BUSINESS AND TECHNICAL CAPABILITY

#### FORMAT -A

Name and address of Bidder

- 3. Certificate of Financial Soundness from bankers of Bidders to be furnished
- 4. SALES for the current financial year
- 5. Value of current orders to be executed with details to be furnished
- 6. Details of ISO Certification
- 7. Names of two buyers to whom similar equipment are supplied, installed and commissioned in the past and to whom reference may be made by the purchaser regarding the bidder's technical and delivery ability:

1.-----



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### 8. SERVICE SUPPORT DETAILS (for minimum 25 centres)

State	Location	Phone Number	No. of Engineers	List of Models serviced in the last 2 years

Signature of Authorised Official with Seal

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#### 9. Undertaking of authenticity

Sub:Supply, installation and maintenance of Self-service Pass Book Kiosk.Ref:BidDocumentNo.CO/DBD/PROC/RFP/207/R1/2018-19dated:25.07.2018.

This has reference to Self-service Pass Book Kiosk being quoted to you vide our Quotation No. \_\_\_\_\_ Dated \_\_\_\_\_

We hereby undertake that all the components/parts/assembly/software used in the Selfservice Pass Book Kiosk under the above shall be original new components/parts/ assembly / software from respective OEMs of the products and that no refurbished /duplicate / second hand components / parts / assembly / software are being used or shall be used.

We also undertake that in respect of licensed operating system if asked by you in the tender/purchase order shall be supplied along with the Authorised License Certificate (e.g. Product Keys on Certification of Authenticity in case of Microsoft Windows Operating System) and also that it shall be sourced from the Authorised Source (e.g. Authorised Microsoft Channel in case of Microsoft Operating System).

Should you require, we shall produce certificate from our OEM supplier in support of above undertaking at the time of delivery. It will be our responsibility to produce such letters from our OEM supplier's within a reasonable time.

In case, we are found not complying with above, we agree to take back the Self-service Pass Book Kiosk if already supplied and return the money if any paid to us by you in this regard and our EMD/BG get forfeited.

We declare that, our facilities can manufacture \_\_\_\_\_ passbook kiosks per week.

Authorised Signatory

Name:

Designation

**PS:** (The above declaration has to be given by the Company Secretary duly Signed on the Letter Head of the Company)



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#### **10. Undertaking for Blacklisting**

The Assistant General Manager Digital Banking Division Indian Bank, Corporate Office 254-260 Avvai Shanmugam Salai, Royapettah,Chennai- 600 014.

#### Dear Sir,

**Sub:** Supply, installation and maintenance of Self service Pass Book Kiosk under Model.

Ref: Bid Document No. CO/DBD/PROC/RFP/207/R1/2018-19 dated: 25.07.2018

We hereby certify that, we have not been blacklisted currently by any Government Departments / Public Sector Undertakings / Banks.

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:



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#### **11. MANUFACTURER'S AUTHORITY FORM**

To Dear Sir:	
То	
То	
То	
No. Dated	

(Name and address of Agent) to submit a Quote, and sign the contract with you for the goods manufactured by us against the above Invitation for Bid.

We hereby extend our full warranty as per Conditions of Contract for the goods and services offered for supply by the above firm against this Invitation for Bid. We duly authorise the said firm to act on our behalf in fulfilling all installation, technical support and Annual maintenance obligations required by the Contract.

Yours faithfully,

(Name)

(Name of Manufacturer)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its bid.

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### SECTION VIII TECHNICAL BIDAND COMMERCIAL BID

#### PART- I: TECHNICAL BID

#### Technical specification for QR code printer

SI.No	Functionality	Description	Complied (Yes/No)	Details
1	Make/Model	Description	(Tes/NO)	Details
1	Make/Model	The printer should be able to		
		print barcodes of all popular		
		symbologies, including Code		
	Minimum	128, with up to 36		
2	Requirement	Characters.		
		Minimum 203 DPI (dots per		
3	Resolution	inch)		
4	Printing Method	Thermal Transfer		
		minimum 5 IPS(Inches per		
5	Max. Print Speed	second)		
6	Max. Print Width	Maximum 108 mm		
7	Max. Print Length	Maximum 2,794 mm		
8	Ribbon type	Carbon ribbon		
		300 meter long, max. OD 67		
		mm, 1" core (ink coated		
9	Ribbon length	outside)		
		40 mm ~ 110 mm (1.6" ~		
10	Ribbon Width	4.3")		
11	Processor	32-bit RISC CPU		
		4 MB Flash memory(Min)		
12	Memory	8 MB SDRAM(Min)		
		Serial / USB along with		
13	Interface	necessary software		
		Transmissive gap sensor		
		(position adjustable)		
		Black mark reflective sensor		
		(position adjustable)		
		Ribbon end sensor		
14	Sensors	Head open sensor		
		8 alpha-numeric bitmap fonts		
		Monotype Image ® true type		
		font engine with one CG		
4 -		Triumvirate Bold Condensed		
15	Internal Fonts	scalable font		

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	Font & Barcode		
16	Rotation	0, 90, 180, 270 degree	
		Continuous, die-cut, black	
		mark, fan-fold, notch	
17	Media Type	(outside/inside wound)	
18	Media Width	25.4 - 118 mm (1.0" - 4.6")	
		0.06 - 0.254 mm (2.36 - 10	
19	Media Thickness	mil)	
	Media Core	25.4 mm – 38 mm (1″ –	
20	Diameter	1.5")	
		10 – 2,794 mm (0.39″ –	
21	Label Length	110")	
		Bidder should ensure that the	
22	Other	Printer is compatible with the	
22	requirements	Self Service Passbook	
		Printing Kiosk.	

# **Technical Specifications of Pass Book Printing Kiosk**

Requi	Complied (Yes/No)	Details	
Passbook PC Client PC Cont	iguration		
Processor : Intel core i3 or abo	ove with 3.7 Ghz or above		
Memory : 4 GB DDR3 or high	ier		
Storage Space : 500 GB or hig	her		
Operating System: Window 10	with adequate hardening of OS		
Monitor : 15.6" or Higher LED,	LCDTouch screen with 1024 x		
768 resolution or better( Indu	strial grade )		
Network Port 10/100/1000 Mb	ps, RS 232C, 4 Nos. of USB 2.0		
ports			
Virtual Keyboard for login, ent	ering A/c No & date		
Separate keyboard and mouse for admin activity and			
maintenance.			
Passbook Printer Unit Conf	iguration		
Dot Matrix Passbook Printer fo	r Passbook update with inbuilt		
dual scanner for QR Code Rea	ding		
Integrated within body			
Specification of Passbook P	rinter		
Printing Method & Diameter	24- Pin impact Dot Matrix &		
of Printing-wire 0.25mm			
Printing Speed: Draft at 10 480 CPS			
CPI94 col.			
Print Direction	Print Direction Bi-direction with logic seeking		
Print Head life	Minimum 400 million		
	character		

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Scanner		Inbuilt Dual CIS scanners		
Character at Single Pitch Character Pitch		10,12 to 16, 18 CPI		
	at Double Character Pitch	5,6 to 8 and 7.67 CPI	-	
Line Pitch		5,6 and N/120 LPI		
Communica	tion Interface	Serial RS 232C, USB		
Ink Ribbon	Colours	Black only		
Power cons	umption	Less than 180 W (operating)		
		Less than 80 W (stand-by)		
Electrical Sp	pecifications	230+/- 10V AC		
		49 to 51 Hz		
Front end K Software	iosk Application	GUI based		
Passbook	kiosk unit configu	Iration		
	pinet or 35-40 micro	ould have powder coated ons paint or equivalent anti-		
2. provision	of bolting the kios	k to the base of the floor		
3. The body must house all the components of the kiosk and must be ergonomically designed.		•		
4. All the devices must be optimally located and secured with				
easy service				
Colour cus Passbook		roduct wrapping for		
-		wrapped in vinyl material with ank's custom design		
be provided Bank's prod • Mate with shrin due • Finis • Thicl • Adhe • Appl • Serv • Dura	d on the 2 sides of lucts: erial: Self-adhesive 5 year warranty hkage, excessive co to adhesive failure h: satin knes:80 Microns esive: Permanent S ication temperature: -: ability : 5 years Class B. Classificat	he following specifications shall of the kiosk for advertising the vinyl of 3M/ Metamark makes from the manufacturer against blour degradation and peeling of olvent Based Adhesive e: +5° C to +60° C 30° C to 110° C tion compliant with BS EN		
	emon yellow RAL 10	026		
	ht blue RAL 5012			



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## **Functional Specifications of Passbook Printing Kiosk**

Requirements	Complied (Yes/No)	Details
1. Customer should not have any access to the system except		
the touch screen available for passbook updation.		
2. Should be able to send signals to central monitoring server		
during opening and closure of the kiosk.		
3. Ability to update CBS after passbook update		
4. Ability to support Virtual Keyboard (Touch Screen)		
5. Ability to support horizontal and vertical type pass books		
6. Ability to support appropriate error messages		
7. Ability to show English/Hindi/local language message on screen for customer guidance		
8. Should have browser based Central Monitoring Software		
9. Should provide MIS ( Number of passbook printed		
successfully and failed transactions per day and at any given intervals)		
10. Should have detailed LOG facility at Kiosk and at Central Server		
11. Kiosk software should support ISO 8583 message protocol		
<ul><li>12. Central Monitoring software should monitor status of the kiosk remotely (such as kiosk on/off, Passbook Module error, health of printer, Network Error with clear reason, etc</li><li>13. Kiosk should connect to central monitoring and management server, which would connect to the middleware application of the Bank and the middleware application will</li></ul>		
connect to CBS (BANCS24) for transmitting the data necessary for printing the passbook.		
14. Central Server application should have capacity to monitor and manage 3000 kiosk		
15. Central Monitoring Software should have capability to remotely update patches/screens/antivirus updates on the kiosk machine		
16. The kiosk software should have auto shutdown feature and the timing should be configurable through central patch update and at the local passbook kiosk machine		
17. The passbook kiosk machine application should support IPV6		
18. Should support SNMP protocol for accessing the pass book kiosk over the network by the central management and monitoring software.		
19. The Central Monitoring software should provide following MIS reports in excel format		
(i) Kiosk health report (status) with last down time		

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(ii) Number of passbook updated on a single day or between	
two dates selected by user	
(iii) Uptime in percentage on a single day or between two	
dates selected by user	
(iv) Data connector to central monitoring software for	
integration with internal dashboard	
20. The central server application should have the capability	
to trigger emails and SMS in desired format as per the Banks	
specifications.	
21. The passbooks issued by the bank and updated by the	
Passbook kiosk machines should be interoperable with the	
Bank's existing passbook printing kiosks deployed across the	
country and vice-versa.	
22. Passbook kiosk machine should have the capability to	
have connectivity to the Host softwares.	
23. Inbuilt Dual Scanner to be provided for automatic capture	
from the QR code on the Pass Book presented by the	
customer	
24. Should be capable of operating in hands free operation	
and reads QR codes of all popular symbologies, including	
Code 128, with up to 36 characters	
25. The kiosk should be voice enabled and it should be	
capable of giving instructions through speakers so as to	
enable the customers to update passbooks.	
26. Should be capable of Audio guidance in local languages.	
The required audio files should be provided by the vendor in a	
standard format.	
27. Braille sticker should be provided with the kiosk to	
support visually challenged.	
28. SAW or resistive touch screen option, durable and	
resistant to scratches and blows from blunt objects. Activation	
by finger or stylus with a minimum of 85 grams of pressure.	
29. Kiosk should be TCPIP enabled.	
30. Desired Work Flow : Pass Book Printing Kiosk ->Central	
Monitoring and management ->middleware application ->	
CBS (Bancs24) ->Monitoring and management -> middleware	
application -> Pass book Printing Kiosk	
31. Pass Book kiosk should be preloaded with software and	
should be capable of running multivendor software without	
hardware and operating system change	
32. It shall be the responsibility of the bidder to integrate the	
kiosk software with central monitoring and management and	
Bank's middleware for	
a) QR code decryption	
b) printing of passbook with OTP option	
c) printing of passbook as per the bank's passbook layout	

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d) updation of line number/status to bank's monitoring and	
management/middleware	
e) Reprint option	
f) integration with bank's SMS gateway	
g) integration with bank's E-mail server	
33. Security	
Should be capable of supporting Remote certificate/key	
management and automatic certificate/key from the central	
site. The certificate/key would be internally generated by the	
bank and would be distributed internally. There would be no	
external certificate/key providers for the same	
Camera should be pilfer proof and should take care of	
extreme light conditions	
Camera should be capable of motion detection	
The DVSS data (image & Video) should be stored in the Hard	
disk in a readable digital format for minimum of 6 months at	
an average of 300 transactions per day.	
The passbook printing kiosk should capture the image of the	
passbook holder while doing the transaction and the image	
should have clarity to identify the passbook holder. The	
system must capture the image and the transaction details	
with time stamp	
The system should provide the necessary interface to view	
the stored image on hard disk or external media. The system	
should provide for locating and retrieving an image or event	
by date and time, account number, transaction number and	
kiosk id.	
The solution must not degrade considerably the performance	
of Passbook Printer e.g., speed of normal transaction	
All the security related hardware shall be integrated within	
the Passbook kiosk outer casing	
<b>34. Transactions to be supported in the Pass Book</b>	
Kiosks	
Reading QR code and sending the data in QR code to the	
backend server URL request	
Receive the file name in XML and decipher the same	
Move the print head to the position and print	
· · · · ·	
Send heart beat / SMS to banks host software /monitoring	
system 35. The Kiosk should be capable of supporting third party	
software/Agent for Data pulling services and provide software	
upgradation/ distribution/ monitoring	
36. Power and telecommunications cabling carrying data or	
supporting Pass Book Kiosk services should be protected from	
interception or damage. Suppliers should follow stringent	
guidelines and best industry practices to protect the systems	

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from unauthorized access and wire-tapping.	
37. Provision of required mesh to cover the holes available in	
the Pass Book Kiosks to prevent the dust/insects/rat/lizards	
entering into the equipment.	
38. Pass Book kiosk operational heights should be suitable for	
wheel chair based operation for physically challenged.	
39. If need arises then Pass Book kiosks should be properly	
grouted as defined below:	
Drilling 10"-12" holes in the flooring and hammering metal	
sleeves in these holes. Putting in Anchor fasteners - min. 8"	
long anchor fasteners, preferably of Fischer make. Applying	
resin adhesive (Araldite) over the finished bolt positions for	
improved bonding.	

### Technical Specifications of Central Monitoring and Management application server

Description	Specification	Complied (Yes/No)	Details
	Dual Intel® Xeon® E5-2667 v3 or		
Processor	equivalent		
Core	5		
Processor Speed	3.30 GHz or above		
Bus Speed	8 GT/s QPI or above		
L3 Cache	20 MB		
	Server to be supplied with 1 Processor		
No of CPU-Min	(Total 10 Core)		
No of			
CPU/Sockets-Max	2		
Chipset	Suitable Intel C600 from OEM or above		
DIMM Slots	16		
	The System has to be supplied with at		
Memory	least 48 GB RDIMM (operating @1600		
Configuration	MHz or higher) using 8GB DDR4 Modules		
	The System has to support a maximum		
	Memory of 96GB or Higher with memory		
Memory Property	mirroring and memory rank sparing		
	1. Integrated RAID 0/1 Controller		
	2. ADD on SAS/Fiber controller for		
RAID Controller	connecting external LTO drive		
/SAS Controller	3. ADD on RAID5 controller		
	The system should support at least 6		
HDD	Nos of 2.5 inch Hot Plug Hard Disks		
HDD Required	The System should be supplied with 6		

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		1	
	nos. of SAS 6G 15K RPM		
PCI Slot	6 PCI-Express 3.0 Slots or Higher with		
Compatibility	at least 2 free slots.		
	4 Nos of 10/100/1000 Mbps Network		
	port with teaming which needs to be		
Network	configured		
	4 or more USB Ports to be supported		
	(minimum 2 ports should be in the		
Ports	front)		
	On Board Video Controller of at least 8		
Video Controller	МВ		
Optical Drive	DVD Read Write Drive		
Rails	Should provide rack mounting kit and		
	Rails to mount the server on RACK		
Form Factor	Rack Mountable, 2U		
	Two numbers of Dual Port 16 GBPS Fibre		
	Channel HBA to connect to SAN		
HBA Card	Switches		
OS to be loaded	Windows Server 2016 Enterprise Edition		
05 to be loaded	Windows 2016 Enterprise Edition with		
	25 users CALs Volume license(Paper		
	license/e-license). Original License copy		
os	to be provided		
03	Three Years Onsite Comprehensive		
	Warranty Maintenance for the Hardware		
Warranty	(24/7)		
warrancy	The System should be supplied with		
	Redundant hot swappable Fans and		
Redundancy	redundant Power Supplies in 1 + 1 mode		
-			
System Driver &	The drivers for the system should be		
Utilities	supplied on a CD/DVD Media		
	The system has to be supplied with		
	standard documentation, cables, Rack		
	Mount Kit & Cable Management ARM.		
	Accessories to connect to IP-KVM		
	Switch, network switch, SAN (fibre), etc.		
Accessories	should be supplied		

#### Technical Specifications of Central Monitoring and Management database server

Description	Specification	Complied (Yes/No)	Details
	Dual Intel® Xeon® E5-2667 v3 or		
Processor	equivalent		
Core	8		

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Processor Speed	3.30 GHz or above	
Bus Speed	8 GT/s QPI or above	
L3 Cache	20 MB	
	Server to be supplied with 2 Processors	
No of CPU-Min	(Total 16 Core)	
No of		
CPU/Sockets-Max	2	
Chipset	Suitable Intel C600 from OEM or above	
DIMM Slots	16	
	The System has to be supplied with at	
Memory	least 64 GB RDIMM (operating @1600	
Configuration	MHz or higher) using 8GB DDR4 Modules	
	The System has to support a maximum	
	Memory of 128 GB or Higher with	
	memory mirroring and memory rank	
Memory Property	sparing	
	1. Integrated RAID 0/1 Controller	
	2. ADD on SAS/Fiber controller for	
RAID Controller	connecting external LTO drive	
/SAS Controller	3. ADD on RAID5 controller	
	The system should support at least 6	
HDD	Nos of 2.5 inch Hot Plug Hard Disks	
	The System should be supplied with 6	
HDD Required	nos. of SAS 6G 15K RPM	
PCI Slot	6 PCI-Express 3.0 Slots or Higher with	
Compatibility	at least 2 free slots.	
	4 Nos of 10/100/1000 Mbps Network	
	port with teaming which needs to be	
Network	configured	
	4 or more USB Ports to be supported	
	(minimum 2 ports should be in the	
Ports	front)	
Video Controller	On Board Video Controller of at least 8	
	MB	
Optical Drive	DVD Read Write Drive	
Rails	Should provide rack mounting kit and	
Form Foster	Rails to mount the server on RACK	
Form Factor	Rack Mountable, 2U	
	Two numbers of Dual Port 16 GBPS Fibre	
HRA Card	Channel HBA to connect to SAN	
HBA Card	Switches	
OS to be loaded	Windows Server 2016 Enterprise Edition	
	Windows 2016 Enterprise Edition with	
	25 users CALs Volume license(Paper	
OS	license/e-license). Original License copy	

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	to be provided	
Warranty	Three Years Onsite Comprehensive Warranty Maintenance for the Hardware (24/7)	
Redundancy	The System should be supplied with Redundant hot swappable Fans and redundant Power Supplies in 1 + 1 mode	
System Driver & Utilities	The drivers for the system should be supplied on a CD/DVD Media	
	The system has to be supplied with standard documentation, cables, Rack Mount Kit & Cable Management ARM. Accessories to connect to IP-KVM Switch, network switch, SAN (fibre), etc.	
Accessories	should be supplied	



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### PART- II - COMMERCIAL QUOTE (To be submitted after Online Reverse Auction)

Date:

### То

THE CHIEF MANAGER,

INDIAN BANK, CORPORATE OFFICE,

EXPENDITURE DEPARTMENT,

No 254-260, AVVAI SHANMUGHAM SALAI

CHENNAI - 600 014

Dear Sirs,

Sub: Supply, installation and maintenance of 500 Nos. Self Service Pass Book Kiosks.

**Ref:** Bid document no. CO/DBD/PROC/RFP/207/R1/2018-19 dated: 25.07.2018

Further to online reverse auction conducted on \_\_\_\_\_, we submit hereunder the price details for supply, installation and maintenance of Self Service Pass Book Kiosks for the specifications given in Part-I.

SI. No.	Description	Unit Price (A)	Qty (B)	Years For AMC/ATS (C)	Total Price (D) (D=A*B*C)
1	Passbook kiosk machine with 3 years warranty		500		
2	QR code printer with 3 year warranty		500		
3	Central Monitoring Software with 3 years warranty. Licensed for monitoring and management for handling 3000 Passbook kiosks. Bank reserves the right to connect Passbook kiosks of any vendor to the Central Monitoring Software. The Central Monitoring Software to be installed at Primary Data Centre and DR		1		

#### I. PRICE (Hardware and software with warranty and AMC/ATS)

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	Site (Only one instance will be active at any point of time)			
4	Software agent to be installed in the passbook kiosk for passbook printing and centralized monitoring and management with 3 year warranty from the date of installation. Bank will purchase the license as and when required. Bank reserves the right to install the software in the Passbook kiosks of any vendor.	3000		
5	AMC for passbook kiosk machine.	500	2	
6	AMC for QR code printer	500	2	
7	ATS for central monitoring server software (item SI No.3)	1	2	
8	ATS for kiosk software agent (item SI No.4)*	3000	2	
	Optional Items			
9	Application Server (Hardware) for Central Monitoring Software with 3 years warranty. 1 server each at Primary Data Centre and Disaster Recovery Site.	2		
10	Database Server (Hardware) for Central Monitoring Software with 3 years warranty. 1 server each at Primary Data Centre and Disaster Recovery Site.	2		
11	AMC for Server	4	2	
	Total (A)			

\*ATS will be paid for actual number of Kiosks software agent live and installed in the kiosks.



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### II. FACILITY MANAGEMENT COST (Onsite engineer at Head Office)

S.No	Description	Cost in Rupees
1	Cost of one onsite Engineers for 1st Year(Y1)	
2	Cost of one onsite Engineers for 2nd Year(Y2)	
3	Cost of one onsite Engineers for 3rd Year(Y3)	
4	Cost of one onsite Engineers for 4th Year(Y4)	
5	Cost of one onsite Engineers for 5th Year(Y5)	
	Total Cost of one onsite Engineers for 5 Years	
6	(B= Y1+Y2+Y3+Y4+Y5)	

\*for one onsite engineer at Head office, Cost allocation during subsequent years cannot be less than the preceding year.

#### SUMMARY

SI. No.	Description	Amount in Rupees
1	Total Cost of Kiosk Hardware, QR Code Printer, Central Monitoring Software, Servers and Kiosk software agent with warranty of 3 years and AMC/ATS of 2 years. ( <b>A</b> )	
2	Total cost of Facility management (B)	
3	Total Project Cost for 5 Years	

#### **Total Cost of Ownership in Words:**

#### Note:

- 1. TCO must be quoted in WORDS AND FIGURES.
- 2. Payment for the Onsite engineer will be made on quarterly basis in arrears on submission of the invoice. In case the preventive maintenance report is not furnished quarterly then the performance penalty of Rs.2000/- shall be deducted from the Payment of onsite Engineer.
- 3. In case of Octroi on hardware / software, if applicable as per Government rules, it will be the responsibility of the bidder to make payment of Octroi to concerned department and the Bank will reimburse the amount of Octroi actually paid, on submission of details and original receipts. In case, at any later date, any penalty

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levied for default in making the payment in Octroi, the same will have to be borne by the bidder and not by the Bank.

- 4. The Price quoted is inclusive of all duties, levies, freight, insurance, delivery, installation charges, reinstallation charges, grouting charges, shifting from branch to ATM and Labour charges, Warranty etc but exclusive of all applicable taxes. Octroi/entry tax, if applicable, will be reimbursed on production of original receipt.
- 5. Bank will not evaluate and consider any terms and conditions mentioned in the commercial bid. Bank reserve the right to disqualify the bidder if any deviation is mentioned in the commercial bid.
- 6. All prices are mandatory and should be quoted else bid is liable to be rejected.
- 7. The AMC/ATS prices will remain valid for a total of 2 years after the expiry of warranty period of 3 years.

Place:

Date:

Signature & Seal of Authorized Person

Ν

ame	

Business address

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### SECTION IX

#### Annexure – 1

#### LIST OF ERRORS:

- 1) Connectivity not available.
- 2) Pass Book not read properly.
- 3) QR code not available, please get it printed from your branch.
- 4) OTP Not received.
- 5) Invalid Account Number.
- 6) Pass Book not printed.
- 7) Time out error; Pass book not inserted in given time.
- 8) All Attempts exhausted Pass Book Printing failed. Please use Reprint option.
- 9) Reprint Option selected. Please reinsert passbook with a fresh page.
- 10) Pass Book Not inserted properly or inserted upside down.
- 11) Error reported from CBS :< CBs ERROR >: Embedded.
- 12) Server Access not available.
- 13) OTP server is not accessible.
- 14) The source cannot be parsed.
- 15) Printing completed please collect your Passbook.
- 16) Manual Intervention: Please turn the page and reinsert the same book.
- 17) Kiosk temporarily out of service: Please contact branch for support.
- 18) Maintenance activity going on, please come back at a later time.



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Annexure 2 - Cost of Consumables and Spares All the individual spare parts of Self-service Passbook kiosk should be mentioned along with its cost.

SI No	Component	Model/Make/Configurat ion(if any)	Cost, exclusive of taxes (in Rs.)
1	Kiosk Printer cartridge		
2	Label Size: 60 – 40 mm (1000 labels )		
3	QR code printer – Thermal resin ribbon(65mm– 300m)		

#### Note:

- a. The bank reserves the right to purchase the consumables from any other vendor however it will be the responsibility of the successful bidder to support the items supplied by the vendor.
- b. The price of spare parts should be in line with the market rates.
- c. Prices should be quoted as per the specification in this RFP document.
- d. Bank is free to negotiate the prices of spare parts with the L1 vendor, if Bank feels that the prices quoted are not in line with Market price
- e. Details of all individual components should be mentioned in the above annexure in accordance with clause 4.1.10 of this RFP document
- f. Bank may order for additional quantity of printer ribbons as per requirement on pro rata basis based on the cost quoted by the bidder.

SIGNATURE

(Name & Designation, seal of the firm)



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#### Annexure – 3–Non-Disclosure Agreement

This	Agreement	made _ 2018.	at			on	this		_ day	of
BETW	/EEN									
				а	compa	nv	incorpora	ated	under	the

Companies Act, 1956 having its registered office at \_\_\_\_\_\_ (hereinafter referred to as "-----" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **ONE PART**;

#### AND

**INDIAN BANK,** a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 and having its Corporate Office at 254-260, AvvaiShanmugamSalai, Royapettah, Chennai - 600 014 (hereinafter referred to as "**IB**" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **OTHER PART** 

And are hereinafter individually referred to as party and collectively referred to as "the Parties". Either of the parties which discloses or receives the confidential information is respectively referred to herein as Disclosing Party and Receiving Party.

#### WHEREAS:

The parties herein have established business relationship between them for supply, installation and maintenance of 500nos of Self Service Passbook kiosks and in course of the said business relationship. In the course of such discussions and negotiations, it is anticipated that both the parties may disclose or deliver to either of the Parties certain or some of its trade secrets or confidential or proprietary information, for the purpose of enabling the other party to evaluate the feasibility of such business relationship (hereinafter referred to as "**the Purpose**").

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

1. Confidential information

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

Receiving party may use the information solely for and in connection with the Purpose.

2. Use of Confidential Information

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Each party agrees not to use the other's confidential information for any purpose other than for the specific purpose. Any other use of such confidential information by any party shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement between the Parties hereto.

The receiving party shall not commercially use or disclose for commercial purpose any confidential information or any materials derived there from, to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to access to and knowledge of the confidential information solely for the purpose authorized above. The Receiving Party may disclose confidential information to consultants only if the consultant has executed non-disclosure agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these and such consultant should also be liable to the original disclosing party for any unauthorized use or disclosure. The Receiving party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing party's confidential information in violation of the terms of this Agreement.

Neither party shall make news release, public announcements, give interviews, issue or publish advertisements or Agreement, the contents/provisions thereof, other information relating to this agreement, the purpose, the Confidential information or other matter of this agreement, without the prior written approval of the other party.

3. Exemptions

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

Is already known to the Receiving party at the time of the disclosure without an obligation of confidentiality

Is or becomes publicly known through no unauthorized act of the Receiving party

Is rightfully received from a third party without restriction and without breach of this agreement

Is independently developed by the Receiving party without use of the other party's confidential information and is so documented

Is disclosed without similar restrictions to a third party by the Party owning the confidential information

Is approved for release by written authorization of the disclosing party; or

Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that the Receiving party shall first have given notice to the Disclosing Party an made a reasonable effort to obtain a protective order requiring that the confidential information and / or documents so disclosed used only for the purposes for which the order was issued.



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4. Term

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

The obligations of the receiving party respecting disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain.

#### 5. Title and Proprietary rights

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

#### 6. Return of confidential information

Upon written demand of the disclosing party, the receiving party shall (I) cease using the confidential information (ii) return the confidential information and all copies, abstracts, extracts, samples, note or modules thereof to the disclosing party within seven (7) days after receipt of notice and (iii) upon request of the disclosing party, certify in writing that the receiving party has complied with the obligations set forth in this paragraph.

#### 7. Remedies

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

#### 8. Entire agreement

This agreement constitutes the entire agreement between the parties relating to the matter discussed herein and super cedes any and all prior oral discussion and/or written correspondence or agreements between the parties. This agreement may be amended or modified only with the mutual written consent of the parties. Neither this agreement nor any rights, benefits and obligations granted hereunder shall be assignable or otherwise transferable.

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#### 9.Governing Law and Jurisdiction:

27.1 The provisions of this Agreement shall be governed by the laws of India. The disputes, if any, arising out of this Agreement shall be submitted to the jurisdiction of the courts/tribunals in Chennai.Submitting to arbitration may be considered as an additional remedy and it does not preclude the Parties to seek redressal/other legal recourse.

#### 10. General:

The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided "as is". In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.

#### 11. Indemnity:

The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants.

IN WITNESS WHEREOF, the Parties hereto have executed these presents the day, month and year first hereinabove written.

For and on behalf of

Name of Authorized signatory: Designation:

.....



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#### Annexure – 4–INTEGRITY PACT

#### **INTEGRITY PACT**

#### Between

#### Indian Bank hereinafter referred to as "The Bank"

#### and

#### ...... Hereinafter referred to as "The Bidder/Contractor"

#### <u>Preamble</u>

The Bank intends to award, under laid down organizational procedures, contract/s for supply, installation and maintenance of 500 Passbook Kiosk along. The Bank values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidders(s) and / or Contractor(s).

In order to achieve these goals, the Bank will appoint an independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

#### Section 1 – Commitments of the Bank

1. The Bank commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a) No employee of the Bank, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b) The Bank will, during the tender process treat all Bidder(s) with equity and reason. The Bank will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c) The Bank will exclude from the process all known prejudiced persons.

2. If the Bank obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Bank will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.



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#### Section 2 – Commitment of the Bidder(s)/Contractor(s)

1. The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Bank's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or nonsubmission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act: further, the Bidder (s) / Contractor (s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or documents provided by the Bank as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder (s) / Contractor (s) of foreign origin shall disclose the name and address of the Agents/Representatives in India, if any. Similarly, the Bidder(s)/Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder (s) / Contractor (s). Further as mentioned in the Guidelines, all the payments made to the Indian Agent/Representative have to be in Indian Rupees only. Copy of the 'Guidelines on Indian Agents of Foreign Suppliers" is placed at Annexure.
- e. The Bidder (s) / Contractor (s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2. The Bidder (s) / Contractor (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

## Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder (s) / Contractor (s), before award or during execution has committed a transgression through a violation of Section 2, above or any other form such as to put his



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reliability or creditability in question, the Bank is entitled to disqualify the Bidder (s) / Contractor (s) from the tender process.

#### Section 4 – Compensation for Damages

- **1.** If the Bank has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Bank is entitled to demand and recover the damages equivalent to Earnest Money Deposit /Bid Security.
- **2.** If the Bank has terminated the contract according to Section 3, or if the Bank is entitled to terminate the contract according to Section 3, the Bank shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to performance Bank Guarantee.

#### Section 5 – Previous Transgression

- 1. The Bidders declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprises in India that could justify his exclusion from the tender process.
- 2. The Bidder agrees that if he makes incorrect statement on this subject, bidder is liable to be disqualified from the tender process or the contract, if already awarded, is liable to be terminated for such reason.
- 3. The imposition and duration of the execution of the bidder will be determined by the bidder based on the severity of transgression.
- 4. The Bidder/Contractor acknowledges and undertakes to respect and uphold the Bank absolute right to resort to and impose such exclusion.
- 5. Apart from the above, the Bank may take action for banning of business dealings/holiday listing of the Bidder/ Contractor as deemed fir by the Bank.
- 6. If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has implemented a suitable corruption prevention system, the Bank may, at its own discretion, as per laid down organizational procedures, revoke the exclusion prematurely.

#### Section 6 – Equal treatment of all Bidders/Contractors/Sub-Contractors

- The Bidder(s)/Contractor(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Bank before contract signing. The Bidder(s)/Contractor(s) shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/Sub-vendors.
- 2. The Bank will enter into agreement with identical conditions as this one with all Bidders/Contractors.



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3. The Bank will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

# Section 7 – Criminal charges against violating Bidder(s) /Contractor(s) /Sub contractor(s)

If the Bank obtains knowledge of conduct of a Bidder, Contractor or Sub-contractor or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or of the Bank has substantive suspicion in this regard, the Bank will inform the same to the Chief Vigilance Officer.

#### Section 8 – Independent External Monitor / Monitors

- 1. The Bank appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Authority designated by the Bank.
- 3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentations of the Bank including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidders)/Contractors(s)/Subcontractors(s) with confidentiality.
- 4. The Bank will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Bank and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Bank and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 6. The Monitor will submit a written report to the Authority designated by the Bank, within 8 to 10 weeks from the date of reference or intimation to him by the Bank and, should the occasion arise submit proposals for correcting problematic situations.
- 7. If the Monitor has reported to Authority designated by the Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Authority designated by the Bank has not, within the reasonable time taken visible action to proceed against

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such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

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

#### Section 9 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded on whomsoever it may be.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Bank.

#### Section 10 – Examination of Books of Accounts

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

#### **Section 11 – Other provisions**

- 1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Corporate Office of the Bank, i.e. Chennai.
- 2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3. If the Contractor is a partnership or a Consortium, this agreement must be signed by all partners or Consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board resolution.
- 4. Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.
- 6. Any dispute or difference arising between the parties with regard to the terms of this Agreement/Pact, any action taken by the Bank in accordance with this Agreement/Pact or interpretation thereof shall not be subject to arbitration.

The parties hereby sign this Integrity Pact at .....on ......

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	<b>इंडियन बेंक</b> Indian Bank CO: Di CO/DBD/PROC/RFP/207/R1/2018-19 Date	gital Banking Division ed: 25/07/2018
Place       Place         Date       Date         Witness 1:       Witness 1:         (Name & Address)       (Name & Address)                 Witness 2:       Witness 2:         (Name & Address)		(For & On behalf of Bidder/Contract
Date	(Office Seal)	(Office Seal)
Witness 1:       Witness 1:         (Name & Address)       (Name & Address)	Place	Place
(Name & Address)       (Name & Address)                                     Witness 2:       Witness 2:         (Name & Address)       (Name & Address)	Date	Date
	Witness 1:	Witness 1:
Witness 2: Witness 2: (Name & Address)		(Name & Address)
Witness 2: Witness 2: (Name & Address) (Name & Address)		
(Name & Address) (Name & Address)		
	Witness 2:	Witness 2:
	(Name & Address)	(Name & Address)



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Annexure-4

### Format for Prebid queries

	FORMAT FOR PRE-BID QUERIES						
SI. No	RFP Point No/Title	Page No. in RFP	Details provided in RFP	Query/Changes required			

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#### **SECTION X - CHECKLIST**

#### Checklist for Part – I

SI.		Documents are to be submitted
No	Criteria	as proof
1	The Bidder should be a limited company and should be in existence in India for the last 3 years as on 31.03.2018	Copy of the certificate of incorporation should be enclosed
2	The bidder should be OEM / authorized reseller for the items quoted for (Proof to be submitted). Either OEM or authorized resellers (SI) on behalf of OEM can bid in a tender but not both.	An authorization letter from the OEM to this effect should be furnished.
3	The Bidder should be having Positive Net Worth / Net profit in the following three financial years of the bidder 2014-15, 2015-16& 2016-17.	Copy of Audited Balance Sheet for the last three financial years (2014-15, 2015-16 & 2016-17.) should be attached.
4	The average of annual turnover for the three financial years 2014-15, 2015-16 & 2016-17. of the bidder should be Rs.5.00 crores or above.	Copy of Audited Balance Sheet for the last three financial years (2014-15, 2015-16 & 2016-17) should be attached
5	The Bidder should have supplied minimum of 100 passbook kiosks during the last three financial years (or cumulative quantity) to Banks in India. Copy of Purchase orders issued by Banks should be submitted along with Technical Bid.	Copies of Purchase Order and satisfactory letter issued by concerned Organisations should be attached
6	The Bidder should not have been blacklisted by any Government Dept./PSU/Banks currently.	Self-Declaration as per form10 of Section VII should be attached.
7	The Bidder/OEM/ Subsidiary should have Branches in Chennai, Delhi, Kolkata and Mumbai. Further, Bidder/OEM should have Branches / Service Centre Facilities / Franchises / Resident engineers in any of 20 places as mentioned in the RFP. In case of franchises, copy of contract between the bidder and franchise should be attached in addition to proof of address. For Resident engineers, identity proof and address proof for the location should be submitted. Also, undertaking letter from OEM for providing support in such places where bidder doesn't have above arrangement should be provided.	Service Centre Details along with copy of Latest Landline Bill/Insurance Policy/Lease Agreement should be attached as per form 8 of Section VII.
8	The Bid should be accompanied by a Bid Security of required amount	Original Bank Guarantee for the required amount should be attached as per form 2 of Section

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		VII.
9	Bid Form	Bid Form signed by the Authorised Official of the Bidder should be
		attached as per form 1 of Section
		VII.
10	Undertaking of Authenticity	Undertaking issued by Company
		Secretary should be attached as
		per form 9 of section VII.
11	Technical Compliance	Compliance to be given as per
		section VIII.