

Ref: CO/DBD/ATM/999/R1/2021-22



## REQUEST FOR PROPOSAL (RFP)

FOR

**SUPPLY, INSTALLATION AND MAINTENANCE OF 1000 Nos. OF SELF SERVICE  
PASSBOOK PRINTING KIOSKS WITH QR CODE PRINTER**

Pre-Bid Meeting	<b>30/07/2021 at 11:00 AM</b>
Last Date for receipt of bids	<b>23/08/2021 at 03:00 PM</b>
Date and time of opening Technical bids	<b>23/08/2021 at 03:30 PM</b>

**DIGITAL BANKING DIVISION,  
INDIAN BANK, HEAD OFFICE,  
NO 66, RAJAJI SALAI,  
CHENNAI – 600001.**



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**SCHEDULE**

1)	Tender Reference Number and Date	RFP No. CO/DBD/ATM/999/R1/2021-22 dated 23/07/2021
2)	Last date for seeking Pre-bid clarifications/ queries through email @ <b><u>atmprocurement@indianbank.co.in</u></b>	28/07/2021 by 5:00 PM
3)	Pre Bid meeting	30/07/2021 at 11:00 AM
4)	Last Date & Time for submission of Bids in Online & Offline Mode	23/08/2021 at 03:00 PM  Address for physical submission  Chief Manager Indian Bank, Corporate Office, Expenditure Department, First Floor, A Wing 254-260, Avvai Shanmugam Salai, Royapettah, Chennai, Pin 600 014
5)	Documents to be submitted Online	<p>a. Eligibility Criteria, along with all supporting documents required.</p> <p>b. All Annexure as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages.</p> <p>c. All supporting documents and product literature in support of Technical specifications.</p> <p>d. Relevant brochures</p> <p>e. Compliance to Technical Specifications as per Section VI.</p> <p>f. Any other information sought by the Bank with relevant to this tender</p> <p>g. Indicative Commercial Bid.</p> <p>h. Cost of Consumables and Spares.</p>
6)	Documents to be submitted physically by Bidders (Offline Mode)	<p>1. DD towards Cost of bid document (Alternatively bidders can transfer the cost of bid document in the following account number through NEFT/RTGS/IMPS/UPI etc.:</p> <p><b>Account No.: 743848138</b> <b>Account Name: INDIAN BANK, HO TMD,</b></p>



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		<b>DEPARTMENT-II</b> <b>IFSC Code: IDIB000H003</b> <b>Branch: Harbour</b> <b>(If bidder submits Bid price direct to Bank Account, Proof for Transfer with Reference number should be submitted)</b> 2. Integrity Pact. 3. Bid Security Declaration. Note: Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof for claiming exemption.
7)	Bid Document Cost	Non-refundable <b>Rs. 10,000/-</b> in the form of DD favouring "Indian Bank". (Mode of submission: Offline) (Alternatively bidders can transfer the cost of bid document in the following account number through NEFT/RTGS/IMPS/UPI etc.: <b>Account No.: 743848138</b> <b>Account Name: INDIAN BANK, H.O. TECHNOLOGY MANAGEMENT DEPARTMENT</b> <b>IFSC Code: IDIB000H003</b> <b>Branch: Harbour</b>
8)	Date of opening of Technical (Part I) Bids (Online & Offline) & Conformity to Eligibility Criteria	23/08/2021 at 03:30 PM  Indian Bank 254-260, Avvai Shanmugam Salai Royapettah Chennai – 600 014
9)	Date of Online Reverse Auction (Part II)	Will be intimated after technical evaluation of the bids submitted.
10)	Online Bid Submission Details	This RFP will follow e-Procurement (e-Tendering) process and the same will be conducted by Bank's authorized e-Procurement service provider M/s Antares Systems Limited through website: <a href="https://www.tenderwizard.in/indianbank">https://www.tenderwizard.in/indianbank</a>

This RFP document can be downloaded from the website: <https://www.indianbank.in> and <https://www.tenderwizard.in/indianbank>. Any clarifications, Modifications and Date of Extensions, if any, will also be posted on the same website.



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## SECTION I

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**SECTION – I**

**INVITATION FOR BIDS (IFB)**

1. Indian Bank, a premier Nationalised Bank having its Corporate Office at 254-260, Avvai Shanmugham Salai, Royapettah, Chennai – 600 014, has national presence in more than **6334** locations and international presence in Singapore and Srilanka. It has been serving the nation with a team of dedicated staff for more than 113 years. The Bank is engaged in diversified banking activities. The Bank is also a pioneer in introducing the latest technology in Banking including introduction of ATMs/ Cash Recyclers etc. The Bank has installed more than 3600 ATMs/CDs,1532 Cash Recyclers (BNAs) and 1421 Passbook Kiosks as on 30.06.2021.
2. The Bank invites bids from eligible bidders for Supply, Installation and Maintenance of 1000 Nos. of Self Service Passbook Printing kiosks with QR Code printer through e-tendering mode. Technical specifications are provided in the technical bid of this bid document.
3. The cost of the bid document is Rs.10,000/-(Rupees Ten thousand only). The amount has to be paid by way of a Demand Draft in favour of Indian Bank payable at Chennai, or transferring the amount in the account as detailed in schedule 7. Cost of bid documents should be paid at the time of pre-bid meeting. Bidders who do not attend the pre-bid meeting can submit the DD on or before the date & time of submission of bid (offline mode under schedule 6 & 7).

Further information can be had from the Bank at the address given below from 10.00 to 17.00 hours on all working days.

**Digital Banking Division,  
Indian Bank, Head Office, 2nd floor,  
66, Rajaji Salai, Chennai-600001  
Phone Nos. 044-25269708/044-25279818**

**e-mail: atmprocurement@indianbank.co.in**

4. Bidders should enroll/register before participating through website - <https://www.tenderwizard.in/indianbank>. Bids have to be submitted online only at the above mentioned website. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the tender documents. Any other documents sent by any other mode will not be accepted except for the documents asked to be submitted physically by bidders (Offline Mode) mentioned under schedule 6) of this tender.
5. Part I contains compliance details of the specifications for which quotation is called for. No column shall be left blank or altered. The bidders should also submit their indicative commercial bids as sought in the e-tendering system.



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The indicative commercials provided by the bidder during e-tendering process will be considered as online sealed bid. The indicative commercial bid of the technically qualified bidders will be opened by Bank Officials on the date of online reverse auction.

6. Part II – Commercial will be called through Online Reverse Auction Process. After technical evaluation, intimation will be given to all qualifying bidders about the date and time of reverse auction. Part II price breakup details to be submitted after online reverse auction process.
7. Part I to be uploaded online duly signed by the Authorized Signatory under the seal of the company in every page. Any correction should be authenticated by the same signatory. If insufficient or false information is furnished and/or if there is any deviation or non-compliance of the stipulated terms and conditions, the quotations will be liable for rejection. The price quoted should be unconditional and should not contain any strings attached thereto. Quotes, which do not conform to our specifications, will be liable for rejection and offers with a higher configuration will not attract any special consideration in deciding the vendor.
8. All envelopes which are submitted offline should be securely sealed and stamped and shall be submitted in a single sealed envelope duly super-scribing the envelope with the reference number of this RFP, due date, name of the Bidder, Tender reference number etc. and addressed to,

**THE CHIEF MANAGER,  
EXPENDITURE DEPARTMENT,  
INDIAN BANK, CORPORATE OFFICE,  
No. 254-260, AVVAI SHANMUGAM SALAI  
ROYAPETTAH, CHENNAI - 600 014,**

and dropped in the box provided at the above address after noting the details in the register maintained at the Expenditure Department, so as to reach them within the time stipulated as above last date & time for submission of bids.

9. Bank has the right to accept or reject any quotation/cancel the e-tender at its sole discretion without assigning any reason thereof.
10. **BENEFITS TO MICRO AND SMALL ENTERPRISES (MSEs) AS PER GOVERNMENT GUIDELINES OF PUBLIC PROCUREMENT POLICY ISSUED BY GOVERNMENT OF INDIA AND BANK'S POLICY:**

- a. As per the above policy, Bank reserves the rights to procure 25% of the total requirements, from Micro and Small Enterprises (MSEs) provided such MSEs are complying with the eligibility criteria and technical specifications of the RFP, quote



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their price within the price band of L1+15% and agree to bring down their price to L1 price.

- b. If L1 bidder is an MSEs, 100% procurement will be done from the L1 bidder subject to the other terms and conditions of the RFP.
  - c. In case of more than one such MSEs, the supply shall be shared proportionately to tender quantity.
  - d. Special provision for Micro & Small Enterprises owned by Scheduled Castes or Scheduled Tribes. 4% out of the 25% shall be allotted to such MSEs, if participated in the tender.
  - e. Special provision for Micro & Small Enterprises owned by Women. 3% out of the 25% shall be allotted to such MSEs, if participated in the tender.
  - f. MSEs are also exempted from payment of cost of bid documents.
  - g. To avail the above benefits, the bidder should have registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Aadhar or any other body specified by Ministry of Micro, Small and Medium Enterprises.
  - h. Bidders seeking the above benefits shall submit the documentary proof for having registered with the above agencies (such as Entrepreneur's Memorandum – EM II) at the time of pre-bid meeting or during submission of the technical bids (only if the bidder is not attending the pre-bid meeting).
- 11.** The condition of prior turnover and prior experience may be relaxed for Start-ups (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality & technical specifications and making suitable provisions in the bidding document (Rule 173 (i) of GFR 2017).
- 12.** This RFP is further governed by Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion order number P-45021/ 2/2017-B.E.-II dated 15th June 2017 for the Public Procurement (Preference to Make in India), Order 2017, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 28th May 2018, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 29th May 2019 and subsequent revision order no DPIIT Order No. P-45021/2/2017-PP(BE-II) dated June 04, 2020.

Bank will follow the above orders and guidelines on Public Procurement (Preference to Make in India) and basis of allotment will be done in terms of the same.

- i. Definitions: For the purpose of this tender
  - a. 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the bank, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.



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- b. 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this Order.
- c. 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.
- d. 'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Order.
- e. 'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- f. 'Margin of purchase preference' means the maximum extent to which the price quoted by a 'Class-I local supplier' may be above the L1 for the purpose of purchase preference.
- ii. Eligibility of 'Class-I local supplier'/'Class-II local supplier'/'Non-local suppliers' for different types of procurement
  - a. In procurement of all goods, services or works in respect of which the Nodal Ministry/Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.
  - b. In procurement of all goods, services or works, not covered by sub-para ii(a) above, and with estimated value of purchases less than Rs.200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure. Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.
  - c. For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.
- iii. Purchase Preference
  - a. Subject to the provisions of this Order and to any specific instructions issued by the bank or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by bank in the manner specified here under.
  - b. In the procurements of goods or works which are covered by para ii(b) above and which are divisible in nature, the 'Class-I local supplier shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
    1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.





2. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- c. In the procurements of goods or works which are covered by para ii(b) and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
  1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
  2. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
  3. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- d. "Class-II local supplier" will not get purchase preference in any procurement, undertaken by bank.
- iv. Margin of Purchase Preference: The margin of purchase preference shall be 20%.
- v. Verification of Local Content:
  - a. The 'Class-I local Supplier'/ 'Class-II local Supplier' at the time of tender, bidding or Solicitation shall be required to indicate percentage of local content and provide Self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local Supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
  - b. In case of procurement for a value in excess of Rs. 10 crores, the 'Class-I Local Supplier'/'Class-II Local Supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (In



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respect of suppliers other than companies) giving the percentage of local content.

- c. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- d. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procuring entities.
- vi. If nodal ministry is satisfied and communicates to bank that Indian suppliers of an item are not allowed to participate and /or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item as per advise of nodal ministry.

For the Purpose of above, a Supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being Supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India.”

**13. Please note that**

- (i) The cost of preparing the bids, including visit / visits to the Bank is not reimbursable.
- (ii) The Bank is not bound to accept any of the bids submitted and the bank has the right to reject any/all bid/s or cancel the tender without assigning any reason therefor.
- (iii) Bank reserves the right to negotiate with the lowest quoted bidder (L1 bidder) for further reduction in price under exceptional circumstances.
- (iv) All pages of the Bid document, Clarifications/Amendments if any should be sealed and signed by the Authorized Signatory and kept with technical bid. A certificate to the effect that the Authorized Signatory has authority to bind the company should also be attached along with the technical bid.

**After technical evaluation, intimation will be given to all qualifying bidders about the date and time of reverse auction.**



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**SECTION – II**

**DESCRIPTION AND GUIDELINES**

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## SECTION – II

### 1. ELIGIBILITY CRITERIA FOR BIDDERS

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

- The bidder should be a company registered in India as per Company Act 2013 with minimum 3 years of experience in the business of supplying, installing, commissioning and managing PBKs as on date of bid submission.
- The bidder should be Original Equipment Manufacturer (OEM) or their authorized representative in India. Either the PBKs manufacturer (OEM) or their authorised distributor in India can directly bid in the tender but both of them cannot bid for the same make in PBKs. In case the bidder is an authorised representative and is not able to perform the obligations as per contract during the contract period, the OEM would perform all the obligations on behalf of bidder as spelt out in the RFP and agreement executed by the authorised representative subsequently.
- The Bidder should have positive net worth from business in India during three preceding Financial Years. (FY 2018-19, FY 2019-20 & FY 2020-21)
- The average annual turnover for the three financial years 2018-19, 2019-20, 2020-21 of the bidder should be minimum Rs.15.00 crores or above.
- The bidder should have supplied minimum of 800 Self Service Passbook Printing Kiosks (PBK) / Cheque Deposit Kiosks (CDK) integrated with CTS / multi-functional kiosk having PBK & CDK functionality with integration to CBS, during the last four Financial year ending 31.03.2021 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 Bank. Please note that other kiosks such as product information kiosks, ticketing kiosks, net banking kiosks and ATM/Cash Recyclers etc. are not considered.
- The Bidder/OEM should not have been blacklisted/terminated by any Government Dept/PSU/Banks/IBA/RBI/any regulatory authority during the last three years from the date of this RFP for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices at any point. If a bidder chooses not to disclose any such issues, and the same comes to Bank's notice at a later date, the Bank will be free to revoke/terminate any contract entered with the vendor and invoke Bank Guarantee at its discretion.
- Bidder/OEM should have Branches / Service Centre Facilities / Franchises / Resident engineers in state capitals and at least in 50 centres all over India. These centres should cover all major cities in India. 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



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letter from OEM/Franchise for providing support in such places where bidder doesn't have above arrangement should be provided along with the Technical Bid.

- h. Bidder/OEM should not be classified as a loan defaulter of any Bank.
- i. Bidder / OEM should ensure that there are no pending cases against the bidder involving cheating/fraudulent activities. In case there are any such incidents, full details should be furnished. Certificate from company secretary or an external auditor to be submitted.
- j. The production unit /factory of the brand of the PBKs being quoted should be ISO 9001:2008 certified. If the production unit is outside of India, it should meet equivalent International standards. Copy of valid certificate to be submitted.

Bids, which are not meeting the above criteria, will be liable for rejection.

## 2. SCOPE OF THE PROJECT

### i) Brief Description

Bank proposes to deploy Self-service Passbook printing 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 by the branch. The QR code will have 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 bidder/s who can supply, install and commission passbook printing kiosk and 2-D barcode printer (Printing QR code) and also maintain them during onsite comprehensive warranty period of 1 year and post warranty onsite comprehensive AMC of minimum 4 years including hardware part replacement, printer head, plastic parts etc. without any additional cost to the bank. The Successful bidder should support the equipment & central monitoring application for at least 5 years from the date of installation.
- b) The Bank is planning to purchase 1000 self service passbook printing kiosks. The successful bidder needs to integrate the passbook printing kiosks & central monitoring application with bank's middleware server.
- c) If required, 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.



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- d) The successful bidder shall take total responsibility for supply, installation of passbook kiosk, making them operational and maintaining them during the contract period.
- e) Bank will provide hardware, operating system (Windows 2016 server or higher) and database (Oracle Database on Linux platform) for hosting the "Management and Monitoring" application. 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 to mobile numbers configured by integrating with the Bank's SMS gateway. The server application should have provision to configure email ids, mobile nos., customized messages and frequency for sending emails and SMS alerts.
- f) The successful bidder should ensure end to end integration of passbook and management and monitoring server with the bank's middleware application. 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 licenses should be legally purchased in the name of Indian Bank and necessary document/certificates should be supplied along with machines.
- h) The monitoring and management application for passbook printing kiosk and MIS reporting application should be installed at DC and DR.
- i) The successful bidder shall give training to branch staff on fixing up of minor problem and for changing consumables like ribbon etc.
- j) The successful bidder shall ensure seamless migration of the application and the solution after expiry of contract period without any cost to Bank, if bank select another Successful bidder after the contract period or during the contract period due to any reason.
- k) For each site the Successful bidder is expected to provide passbook 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.
- l) 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.
- m) The successful bidder would be responsible for timely applying/loading of all the software patches in all individual Passbook printing kiosks during the warranty and AMC period. The job has to be done as part of Warranty and AMC support services without any extra cost to the bank.
- n) No visit/services charges will be borne by the bank for upgradation of the software/replacement of hardware component pertaining to passbook kiosk for the



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purpose of enhancing their functionality to meet mandatory compliance requirements. In case of software upgradation the upgradation should be completed within 30 days and in case of Hardware and software upgradation the same should be completed with 90 days from the date of request from the Bank.

- o) The bidder shall have a complaint management and escalation mechanism which should be shared with bank periodically to convey latest status.
- p) The successful bidder shall provide a monitoring portal for the zonal offices which should display the transaction details and the status of the passbook printing kiosks installed in each Zones.
- q) Passbook printing 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 Passbook printing. The 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.
- r) Successful bidder has to provide basis for reconciliation purposes to Bank as per the standard format available at the Passbook 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 passbook printing machines needs to be monitored continuously to arrive at proper down/up status.
- s) The reports for all the kiosks shall be stored in the central server at a centralized location for minimum period of 12 (twelve) months. Passbook printing 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.





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- t) The successful bidder shall provide an online view facility showing the status of all connected Passbook printing Kiosks to the Bank and also to remotely control the kiosks.
- u) The successful bidder needs to integrate the Self-service Passbook printing kiosks and Core Banking solution i.e. Bancs through the interface software (middleware server) available with the Bank. The central monitoring/management software to be provided by the successful bidder.
- v) 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.
- w) The successful bidder will also undertake to load Anti-virus solution in the Self Service Passbook printing 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.
- x) The successful bidder should provide MIS reports like 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 printing 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.
- y) The Successful bidder shall provide an onsite support engineer at the Bank's central location from 10:00 AM to 6:00 PM on all working days for performing the following jobs 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.





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6. 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.
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 and coordinate with field service team for early rectification of the errors.

Error to be recorded in the database and reported as and when required by the bank mentioned in format 12 of Section VI.

### 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 (8 weeks in case of North east states) from the date of issuing delivery instructions by the bank.



### SECTION III

#### INSTRUCTIONS TO BIDDERS

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## 1. Introduction

The Bidder is expected to examine 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

- a. A pre-bid meeting is scheduled to be held at the following address at 11.00 hours IST on **30/07/2021**. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting.

**Digital Banking Division,  
Indian Bank, Head Office 2<sup>nd</sup> floor,  
66, Rajaji Salai, Chennai – 600001  
Phone Nos. 044-25269708/044-25269723**

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 paying the cost of bid document i.e Rs.10,000/- (non-refundable) by way of Demand Draft in favour of Indian Bank payable at Chennai, or transferring the amount in the account as detailed in schedule 7. Only those Bidders or their Representatives (Maximum 2 persons) who have paid the cost of bid document will be allowed to participate in the pre-bid meeting.

DD has to be submitted offline i.e. physically to the address mentioned under schedule 5) of this tender (And Scanned copy of DDs to be uploaded at the time of online submission of Bid). Bidders are requested to write their name and full address at the back of the Demand draft submitted.

Such Bidders who have not chose to attend the pre bid meeting are required to submit the DD for cost of Bid Document through offline mode/ Proof for Transfer with Reference number (schedule 7) apart from uploading the scanned DD document during e-tendering.

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

- c. The Bidder is requested to submit any queries/clarifications to the Bank in the format provided at least two days before the date of meeting to the following email ids:

**[atmprocurement@indianbank.co.in](mailto:atmprocurement@indianbank.co.in)**

The text of the questions raised (without identifying the source of enquiry) and the responses given, together with amendment to the bid document, if any, will be



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ported in <https://www.indianbank.in> and <https://www.tenderwizard.in/indianbank> and informed vide mail to the bidders who have raised queries.

### 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, may modify the Bidding Document by modification(s) / amendment(s).
- 3.2 The amendments if any, will be published in the Bank's website and e-procurement website and will form part of the Bidding document.

### 4. Documents constituting the bid

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

- 4.1 Demand Draft in favour of Indian Bank payable at Chennai, or transferring the amount in the account as detailed in schedule 7 for cost of bid document. (Copy of DD to be submitted, if Demand draft is submitted during pre-bid meeting)
- 4.2 Bid security Declaration
- 4.3 Technical Bid

In addition to the Hard copy of the documents, a soft copy of the technical bid is also to be submitted. Commercial Bid to be submitted by successful bidder after completion of online reverse auction.

**Any bid document not accompanied by any of the above are liable for rejection.**

#### A. TECHNICAL BID

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

**For submitting Technical bid, bidders shall use the original section VI – format 1 published by the Bank as part of the RFP, which contains Bank's seal.**

The documentary evidence of the Bidder's eligibility to bid and qualifications to perform the Contract if its bid is accepted, shall establish to the Bank's satisfaction that, the Bidder has the financial and technical capability necessary to perform the Contract and that, the Bidder meets the qualification requirements.

Note: All the documents and certificates as per Section VI – formats 1 to 17 should be submitted along with the technical bid.

Any bid document not accompanied by the above will be rejected.



**B. FINANCIAL BID – Breakup details as per format to be submitted by successful bidder after reverse auction.**

- i) The price should be quoted in the format attached to this RFP (Format–8 in section-VI)
- ii) The price should be firm and not dependent on any variable factors.
- iii) The price quoted in the bid should be inclusive of all duties, levies, freight, insurance, delivery, installation charges, reinstallation charges, grouting charges, shifting from branch to ATM room and Labour charges, Warranty, etc but exclusive of GST-
- iv) No price variation will be accepted for increases in customs/excise duty, other taxes, and foreign exchange rate variation or for any other reasons.
- v) However, any decrease in Government levies, customs, and taxes till the date of invoice have to be passed on to the Bank.
- vi) Cost must be expressed in Indian Rupees.
- vii) TDS as per rules, if applicable, will be deducted from the amount quoted.
- viii) No commercial information shall be furnished during submission of technical bids.**
- ix) The bidder should have valid digital certificate to participate in the online reverse auction.**

**C. Integrity Pact**

Bidders shall submit Integrity Pact (IP) along with the technical bid in the format provided in Section VI (format - 15) of the RFP on non-judicial stamp paper. Integrity Pact is an agreement between the prospective bidders and the buyer committing the persons/officials of both the parties not to exercise any corrupt influence on any aspect of the contract. Any violation of the terms of Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings.

The integrity pact begins when both parties have legally signed it. Integrity Pact with the successful bidder(s) will be valid till 12 months after the last payment made under the contract. Integrity Pact with the unsuccessful bidders will be valid 6 months after the contract is awarded to the successful bidder.

**5. Bid Security Declaration & Cost of Bid Document**

The Bidder shall furnish, bid security declaration as per format 3 of Section VI certifying that they will not withdraw their bid during the period of bid validity specified in this RFP and will not fail or refuse to execute the Agreement and furnish the performance security as specified in the RFP.

Cost of Bid Document Rs. 10,000/- (Rupees Ten Thousand only) along with technical bid to be submitted in the form of DD favouring Indian Bank, payable at Chennai, if not participated in the pre-bid meeting, or through electronic transfer as detailed in schedule

MSE/NSIC registered bidders are exempted from submitting the bid security. Such bidders should submit the copy of registration certificate and other document along with declaration as per format 3 of Section VI for claiming exemption for Cost of Bid document as proof which should be valid for the current period.



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## 6. 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.

## 7. Format and signing of Bid

- All pages of the bid, except for un-amended printed literature, shall be initialled by the person or persons signing the bid.
- Any interlineations, erasure or overwriting shall be valid only if they are initialled by the person or persons signing the Bid.

## 8. Sealing and marking of Bids

The Bidder shall seal the bid in envelope, duly marking the envelopes as **"SUPPLY, INSTALLATION AND MAINTENANCE OF 1000 Nos. of SELF SERVICE PASSBOOK PRINTING KIOSKS WITH QR CODE PRINTER"**.

- The sealed outer envelope shall be addressed to the Bank at the address given below and to be dropped in the box provided at below address.

**Indian Bank,  
Corporate Office,  
Expenditure Department, First Floor,  
254-260, Avvai Shanmugam Salai,  
Royapettah, Chennai, Pin 600 014**

bear the name **'SUPPLY, INSTALLATION AND MAINTENANCE OF 1000 Nos. of SELF SERVICE PASSBOOK PRINTING KIOSKS WITH QR CODE PRINTER'**, to be delivered within the time and the date specified below.

## 9. Deadline for submission of Bid

Deadline for bid submission is: **23/08/2021- 15.00 hours**

- Deadline for bid submission is: **23/08/2021 - 15.00 hours**. The bid document along with required enclosures should be submitted online on or before **15:00 hrs on 23/08/2021**.
- 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.
- 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.
- Any bid received by the Bank in hardcopy will be rejected and returned unopened to the Bidder.
- Bidder will not be able to submit their bid online after the deadline for submission of bids prescribed by the Bank.



## 10. Opening of bids by Bank

- 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 **15:30 hours on 23/08/2021**.
- Bank shall call the commercial bids through Reverse Auction. Advance intimation will be given to all qualifying bidders of commercial bid about the date and time of reverse auction.
- The Bidders' names, bid modifications or withdrawals and the presence or absence of the requisite bid security Declaration 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.

## 11. Clarification of Bids

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

## 12. Evaluation and Comparison of bids

### 12.1 General Evaluation

- 12.1.1 The Bank will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 12.1.2 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 eligibility of any Bidder.
- 12.1.3 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.
- 12.1.4 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.





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- 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.

## 12.2 Technical evaluation

The bidder should satisfy all the qualification criteria mentioned in format 1 of Section II of this bid and technical specifications as per format 1 of section VI.

## 12.3 Commercial evaluation

- 12.3.1 Commercial evaluation will be done through online reverse auction. After technical evaluation, only the eligible Bidders will be communicated of the date and time of the online reverse auction process, business rules for the auction and the details of the agency who shall conduct the reverse auction. The bidder should have valid digital certificates to participate in the online reverse auction.
- 12.3.2 The prices shall be quoted in Indian Rupee only.
- 12.3.3 The rates quoted during online reverse auction shall include 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 GST.

## 13. Bank's right to accept any bid and to reject any or all bids

The Bank reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders.

## 14. Liabilities of Bank

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

## 15. Bid Proposal and Ownership

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





## 16. 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.

## 17. Disclaimer

The Bank and /or its officers, 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, forecasts, 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.

## 18. Negotiation

The Bank reserves the right to further negotiate on the price offered, with the L1 bidder, if the price quoted is found unreasonable or in any exceptional circumstances.

## 19. Signing of Contract

Within 15 (fifteen) days of acceptance of the Purchase Order, the successful Bidder(s) shall sign and date the Contract and return it to the Bank (Format- 4 in section VI). Acceptance of purchase order should be submitted within 15 days from the date of issue of purchase order. Copy of power of attorney for signing the contract/agreement on behalf of the organisation should be enclosed.

Integrity pact executed between the Bank and successful bidder(s) is deemed to be a part of the contract.

## 20. Performance Security

- 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 3% 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 Six (66) months with further additional one year claim period in the Section VI format 5 of RFP.
- The performance security submitted by the successful bidder(s) shall be invoked by the Bank as compensation for any loss resulting from the successful bidder's failure in completing their obligations under the Contract.
- Failure of the successful Bidder(s) to comply with the requirement of signing of contract and performance Security shall constitute sufficient grounds for



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annulment of the award and blacklisting of the bidder for 3 years, in which event the Bank may call for new bids (re-tender).

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

## 21. 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.

## 22. RESTRICTION OF BIDDERS FROM COUNTRIES SHARING LAND BORDERS WITH INDIA:

As per Ministry of Finance, Department of Expenditure, Public Procurement Division's office memorandum F.No.6/18/2019-PPD dated 23.07.2020, regarding insertion of Rule 144 (xi) in the General Financial Rules (GFR) 2017, any bidder from a country which shares a land border with India will be eligible to bid either as a single entity or as a member of a JV / Consortium with others, in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal trade (DPIIT). Political & Security clearance from the Ministries of External and Home Affairs respectively will be mandatory.

However, above condition shall not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.

"The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority"

Definitions pertaining to "Restriction of Bidders from Countries sharing Land Borders with India" Clause Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several



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persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

"Bidder from a country which shares a land border with India" means:

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

"Beneficial owner" will be as under:

- i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- ii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
- v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.



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"Agent" is a person employed to do any act for another, or to represent another in dealings with third persons.

### 23. Others terms and conditions.

- a) All the Passbook 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 bids 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 Section VI format 14 herein on behalf of the Bidder Company and individual capacity of all the persons contracted.
- j) The self-service Passbook Printing kiosk would be placed in the Branch premises initially and may later be moved to the Onsite or offsite 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 Bank. However, it will be the



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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.

l) Name of the Bank 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:

1. -----
2. -----

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 26 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 blacklist the bidder for 3 years and/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.



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- r) The relationship between the parties is on principal-to-principal basis. Nothing contained in this document shall be construed to create any association, partnership or joint venture or relationship or principal and agent or master and servant, or employer and employee between the Parties hereto, and the rights and obligations of the Parties shall be only those expressly set forth herein. The Parties shall be deemed to be independent contractors and employees of one shall not be deemed to be the employees of the other. Neither Party shall have authority to bind the other except to the extent authorized herein. The Agreement is in effect only as to the specified terms and conditions herein contained.
- s) If Bank cancel the order due to any reason mentioned in point no. (p), Bank may give remaining order to other selected bidders.



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## SECTION IV

### CONDITIONS OF CONTRACT

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## 1. DEFINITIONS

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

- a) **"The Contract"** means the agreement entered into between the Bank 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 Bank 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 grouting, 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) **"Bank"** where applicable, means Indian Bank
- g) **"The Supplier"** means the individual or firm supplying the Goods and Services under this Contract.

## 1.2 Law governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law in India. Any dispute arising out of this contract will be under the jurisdiction of Courts of Law in Chennai.

## 1.3 Language

The contract has been executed in English which shall be the binding and controlling language for all matters relating to the meaning or interpretation of the contract.

## 1.4 Address for communication

The address of the Bank is:

**Digital Banking Division  
Indian Bank, Head office, 2<sup>nd</sup> floor,  
66, Rajaji Salai, Chennai -600001  
Phone Nos. 044-25269708/044-25279818  
e-mail : [atmprocurement@indianbank.co.in](mailto:atmprocurement@indianbank.co.in)**

## 1.5 Notices

Any notice, request or consent made pursuant to this contract shall be in writing and shall be deemed to have been made when delivered in person to an





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authorised representative of the party to whom the communication is addressed, or when sent by registered mail, courier or facsimile to such party at the address specified above.

## 2. OBLIGATIONS OF THE BIDDERS

### 2.1. Confidentiality

The bidder either during the term or after the expiration of this contract shall not disclose any proprietary or confidential information relating to the project, the services, this contract, or the business or operations without the prior written consent of the Bank. Successful bidder has to enter into Non-Disclosure Agreement (As per format 14 Section VI) with the bank.

### 2.2. Reporting obligations

The bidder shall submit to the client the reports and other accounts specified in deliverables within the time limit set forth.

### 2.3. Documents prepared by the bidder for this purpose to be the property of the Bank

All plans, drawings, specifications, designs, reports and other documents submitted by the bidder shall become and remain the property of the Bank and the bidder shall, upon termination or expiration of this contract, deliver all such documents to the Bank together with a detailed inventory thereof. The bidder may retain a copy of such documents.

The bidder shall not use these documents for purposes unrelated to this contract without the prior written approval of the Bank.

## 3. USE OF CONTRACT DOCUMENTS AND INFORMATION

**3.1.** The Successful bidder(s) shall not, without the Bank'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 Bank in connection therewith, to any person other than a person employed by the Successful bidder(s) in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

**3.2.** The Successful bidder(s) shall not, without the Bank's prior written consent, make use of any document or information pertaining to this contract except for purposes of performing the Contract.

## 4. PAYMENT TERMS

- a. **On Delivery:** Seventy (70)% of the base price of the delivered goods + 100% of GST shall be paid within 15 days on submission of Invoice copy and proof of



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delivery duly counter signed by the Bank's representative, Original/Copy of Transit Insurance Policy & Original of Storage cum erection policy.

- b. **On Installation:** Twenty (20)% of the base 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 in the format 9 provided in Section VI of RFP.

Payment may be released, if the systems could not be installed within 3 months from the date of delivery, due to reasons attributed to the Bank on production of Site Not Ready Certificate from the concerned Zonal Office/Branch, where the kiosk are delivered. In such cases, successful bidder has to install the kiosk as and when required by the Bank, without any cost to the bank.

- c. The remaining Ten (10)% of the base price of goods 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.
- d. 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/- per passbook kiosk per quarter shall be deducted from the Payment of onsite Engineer. If the penalty is more than the facility management the same will be adjusted with any payment related to vendors.
- e. First payment will be made after successful integration of 100 kiosks installed to the central monitoring application.
- f. Payment of Annual support charges for central monitoring software and AMC for passbook kiosks & QR Code printers will be made on quarterly in arrears on submission of the invoice and preventive maintenance report.
- g. Applicable TDS/TCS or applicable Government taxes, if any, will be deducted from the payment.

## 5. 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.

## 6. 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



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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.

## 7. CONTRACT PERIOD

The contract period will commence from the date of acceptance of the Purchase order and will be valid for 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.

## 8. COMPREHENSIVE ONSITE WARRANTY & AMC

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.

Warranty shall remain valid for 12 months after the Passbook kiosks have been installed at the final destination. The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

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.

After initial warranty period of 1 year, Onsite Comprehensive AMC is applicable for subsequent 4 years. The AMC quoted in the final commercial bid should not be less than 7% per annum of the unit cost of PBK & QR Code Printer. Also, the cost quoted for onsite Facility Management Services should not be less than Government Minimum wage criteria for skilled labour in Area A category (i.e Metro). However, Bank reserves the right to enter into AMC with any other Service provider.

## 9. PENALTY FOR DELAY IN REPAIR

Any Self Service passbook kiosk & QR 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

1. Type 1 Calls- severe defects causing the equipment completely inoperational.
2. Type 2 Calls- operational defects in Equipment but equipment still functional & Usable.



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Successful Bidder should ensure the response time as set below:

	Response time	Resolution Time		
		Metro/ Urban	Semi- Urban/Rural	North East states
<b>Type 1 calls</b>	8 hours / normal travel time from the nearest support centre, whichever is lesser? (T)*	T+1	T+1	T+3
<b>Type 2 calls</b>	12 hours + normal travel time from nearest support centre (T)*	T+2	T+2	T+3

\*T – Complaint Reporting Day.

Overall downtime should not exceed 5% per Self-service Passbook Kiosks, calculated on quarterly basis from 9.00 AM to 6.00 PM.

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 per Self-service Passbook Printing Kiosk subject to a maximum of Rs 10,000/- (Rupees Ten thousand only) per Self-service Passbook Kiosk per quarter. Similarly Rs.100/- per day penalty will be charged for non-functioning of QR Code Printer up to a maximum of Rs.1,000/- per quarter per QR Code Printer.

Bidder/s 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 and FLM support for the non-functional passbook kiosks and follow-up with the field level team till the issues are solved.

Preventive maintenance visits to be performed once in a Quarter without fail and report to be furnished at Corporate Office duly counter signed & sealed 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 Passbook will be deducted from the cost of onsite support engineer or any payment.

## 10. INTEGRATION

- 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.
- On receipt of the data in XML format, the data to be appropriately printed in the passbook.
- Any error or outage should be appropriately displayed to the customer.
- MIS reports are to be submitted as required by the bank for calculating the payment.
- 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 integrate with software Kiosk monitoring application. There should not be direct interface between Kiosk and CBS server for fetching data.



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## 11. QUANTITY OF SYSTEMS TO BE PROCURED

1,000 Self Service Passbook Printing Kiosks along with QR code printer are to be installed in various centres/branches all over the country. Orders will be split based on the terms mentioned in clause 12 & Clause 13 of Section IV and clause 10 of Section-I.

## 12. SPLITTING OF QUANTITY

After the online reverse auction, Bank will rank the bidders in the ascending order of the amount quoted by them during the online reverse auction. The lowest quoted bidder L1 bidder, the second lowest quoted bidder as L2 bidder and the third lowest quoted bidder as L3 bidder and so on.

Contract for Supply, installation and maintenance of 1000 Nos. of Self Service Passbook Printing kiosks & QR Code Printer will be split in the ratio of 60:40 between the L1 bidder and the L2 bidder, provided the L2 Bidder agrees to match the rates quoted by L1 Bidder (lowest quoted).

If the L2 Bidder is not willing to match the price quoted by the L1 bidder, then their portion (40%) will be offered to L3 bidder subject to L3 bidder agreeing to match the rates quoted by the L1 bidder.

If the L3 bidder is also not willing to match the price quoted by the L1 bidder, then 100% order shall be placed with L1 Bidder.

If for any reason, L1 Bidder backs out after issuance of Purchase order or the purchase order given to the L1 Bidder does not get executed in full / part, the Bidder shall forfeit the EMD / Bank shall Invoke Performance Bank Guarantee, and blacklist the Bidder for a period of Three year.

If for any reason, the L2/L3 Bidder backs out after issuance of purchase order or Purchase order given to the L2/L3 Bidder does not get executed, the Bidder shall forfeit the EMD / Bank shall Invoke Performance Bank Guarantee and blacklist the bidder for a period of three year and PO will be placed with L1 Bidder for the equal quantity of Self Service Passbook kiosks.

Purchase order for Supply, installation and maintenance of 1000 Nos. of Self Service Passbook printing kiosks will be issued to lowest quoted (L1 & L2) Bidders after the selected L1 & L2 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/L2 Bidder fails to demonstrate the POC within 10 working days from the date of identifying the successful bidder the Bank will invite the next lowest Bidder (L3), who is ready to match the price quoted by the L1 Bidder to demonstrate POC to the Bank and to supply 40% of the volume.



### 13. BANK'S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD

It is accepted that the bidder should be able to supply & service passbook kiosks in any parts of India. Bank at its discretion may increase/decrease the requirement upto 10% at the time of placing order with the bidder. Also, Bank may procure upto 100% of additional passbook printing kiosks (cumulative) over and above the quantity mentioned in this RFP from the awardee(s) of the contract within 12 months from the date of purchase order at the same price and terms & conditions of this tender.

### 14. TERMINATION FOR DEFAULT

14.1 The Bank, without prejudice to any other remedy for breach of contract, by 30 days written notice of default sent to the Successful bidder(s), may terminate this Contract in whole or in part:

- If the Successful bidder(s) fails to deliver any or all of the deliverables within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or
- If the Successful bidder(s) fails to perform any other obligation(s) under the Contract.
- If the Successful bidder(s), in the judgement of the Bank 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 any thing 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 Bank, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

**"unethical practice"** means any activity on the part of bidder, which try to circumvent tender process in any way. Unsolicited offering of discounts, reduction in financial bid amount, upward revision of quality of goods etc after opening of first bid.

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





## 15. FORCE MAJEURE

- 15.1 The Successful bidder(s) 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.
- 15.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Successful bidder(s) and not involving the Successful bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 15.3 If a Force Majeure situation arises, the Successful bidder(s) shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Successful bidder(s) shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 15.4 Force Majeure event also comprise of any action/regulation taken by the regulatory bodies or governmental bodies as result of their sovereign functions which renders the supplier incapacitated to perform under the contract without any attribution to cause such regulation/action due to its breach or negligence shall be considered to be a force majeure event.

## 16. TERMINATION FOR CONVENIENCE

- 16.1 The Bank, by 30 days written notice, sent to other party 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 Bank's convenience, the extent to which performance of the Successful bidder(s) under the Contract is terminated, and the date upon which such termination becomes effective.
- 16.2 The Goods that are complete and ready for shipment within thirty (30) days after the Successful bidder's receipt of notice of termination shall be accepted by the Bank at the Contract terms and prices. For the remaining Goods, the Bank may elect:
- to have any portion completed and delivered at the Contract terms and prices; and / or
  - to cancel the remainder and pay to the Successful bidder(s) an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Successful bidder(s).





## 17. SETTLEMENT OF DISPUTES

- 17.1 If any dispute or difference of any kind whatsoever shall arise between the bank and the Successful bidder(s) 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.
- 17.2 If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the bank or the Successful bidder(s) 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.
- 17.3 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.
- 17.4 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 Bank and the Successful bidder(s) 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 Bank and the Successful bidder(s); 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 presiding Arbitrator, 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 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



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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.

17.5 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 bank shall pay the Successful bidder any monies due to the Successful bidder(s).
- c) Submitting to arbitration may be considered as additional remedy and it does not preclude the parties seek redressal/other legal recourse.

## 18. ADOPTION OF INTEGRITY PACT

- 18.1 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.
- 18.2 Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the bidding process.
- 18.3 The Bidders shall submit signed Pre Contract integrity pact as per the format in Section-VI format 15. Those Bids which are not containing the above are liable for rejection.
- 18.4 Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates.
- 18.5 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.
- 18.6 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.
- 18.7 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.
- 18.8 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.
- 18.9 Integrity pact shall be signed by the person who is authorized to sign the Bid.
- 18.10 The Name and Contact details of the Independent External Monitor (IEM) nominated by the Bank are as under:



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- |    |  |
|----|--|
| 1. | Shri. Brahm Dutt, IAS (Retd)<br>Email: <a href="mailto:dutt.brahm@gmail.com">dutt.brahm@gmail.com</a>                  |
| 2. | Shri. Balraj Joshi, Ex-CMD, NHPC (Retd)<br>Email: <a href="mailto:balrajjoshi@hotmail.com">balrajjoshi@hotmail.com</a> |

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

## 19. LIMITATION OF LIABILITY

Successful Bidder's aggregate liability under the contract shall be limited to a maximum of the contract value. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by bank on the Successful Bidder(s) that gave rise to claim, under this tender.

This limit shall not apply to third party claims for

- IP Infringement indemnity
- Bodily injury (including Death) and damage to real property and tangible property caused by vendor/s' gross negligence. If a third party asserts a claim against bank that a vendor product acquired under the agreement infringes a patent or copy right, vendor should defend bank against that claim and pay amounts finally awarded by a court against bank or included in a settlement approved by vendor.

## 20. 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.

## 21. COVERAGE OF ALL BANKS UNDER THE EPF & MP ACT 1952

The Successful bidder(s) 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.

## 22. EXEMPTIONS TO MICRO & SMALL ENTERPRISES

MSEs registered under Single Point Registration Scheme of NSIC are exempted from payment of cost of RFP and EMD. For availing these benefits, such bidders must submit the copies of relevant Registration Certificates clearly indicating their capacity and monetary limit during the pre-bid meeting. In case the



capacity and monetary limit specified in the registration certificate is less than the tender value, bidder must get assessed the competency of the unit to execute contract of the higher value keeping in view of the pending load on the unit from inspection agency of NSIC for higher capacity / competence.

### 23. 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.

### 24. INSPECTIONS AND TESTS

- 24.1 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.
- 24.2 Any charges payable to the Purchaser's Representative designated for inspection shall be borne by the Purchaser.
- 24.3 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.
- 24.4 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.
- 24.5 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.
- 24.6 The supplier shall provide unrestricted access to its premises and records being maintained with regard to the job being performed as per its contract with the Bank, to the authorized personnel of the Bank/ its auditors (internal and external)/ any statutory/regulatory authority/ authorized personnel from RBI to carry out any kind of process of audit including that of its operations and records related to services provided to the Bank, in the presence of representatives of the supplier, at any point of time giving advance notice. RBI or persons authorized by it shall access the records of Bank and the supplier related to this agreement and cause inspection.



## 25. 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.

## 26. 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;
- (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.

## 27. INCIDENTAL SERVICES

The Supplier is required to provide the following services.

- a. Performance or supervision of on-site assembly (If kiosk services required onsite assembling) and / or start-up of the supplied Passbook kiosks.
- b. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- c. Performance or supervision or maintenance and / or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this contract.
- d. Training of the bank personnel (onsite training to staff members available at individual locations for 1 dedicated working day), start up,



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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.

- e. Technical support through one onsite resource to be provided at the Bank's Head office from 10.00 AM to 6.00 PM on all working days of the bank to ensure uptime of the passbook 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.

## 28. 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.

## 29. TRAINING AND HANDHOLDING

- a) Successful Bidder should provide 1 dedicated working day onsite hand-on 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.

## 30. 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.

## 31. 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.



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### 32. 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.

### 33. 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.

### 34. 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.

### 35. 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 V**

### **INSTRUCTIONS TO BIDDERS FOR E-TENDERING**

#### **1. GENERAL**

These Instructions for e-Tendering supplement other terms and conditions of this tender.

#### **2. INSTRUCTIONS**

##### **2.1. RULES FOR WEB PORTAL ACCESS**

1. Bidder should be in possession of Digital Certificate in the name of company/bidder with capability of signing and encryption for participating in the e-tender. Bidders may use Digital Certificates issued in the name of individuals upon submission of authorization certificate from the company for the same to the e-tendering service provider and prior approval from Bank officials. Bidders are advised to verify their digital certificates with the service provider at least two days before due date of submission and confirm back to Bank.
2. e-tendering will be conducted on a specific web portal website - <https://www.tenderwizard.in/indianbank> meant for this purpose with the help of the Service Provider identified by the Bank as detailed above.
3. Bidders will participate in e-tendering event from their own office/place of their choice. Internet connectivity/browser settings and other paraphernalia requirements shall have to be ensured by Bidder themselves.
4. In the event of failure of their internet connectivity (due to any reason whatsoever it may be) either the service provider or Bank is not responsible.
5. In order to ward-off such contingent situation, Bidders are advised to make all the necessary arrangements/alternatives such as back-up power supply, connectivity whatever required so that they are able to circumvent such situation and still be able to participate in the e-Tendering process successfully.
6. However, the Bidders are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
7. Failure of power at the premises of bidders during the e-Tendering cannot be the cause for not participating in the e-Tendering.



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8. On account of this, the time for the e-tendering cannot be extended and Bank is not responsible for such eventualities.
9. Bank and/or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of e-tendering irrespective of the cause.
10. Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday for the bank, e-tendering website will receive the bids up to the appointed time on the next working day. Extension/ advancement of submission date and time will be at the sole discretion of the Bank.
11. However, during the submission of bid, if any bidder faces technical issues and was unable to submit the bid, in such case the Bank reserves its right to grant extension for bid submission by verifying the merits of the case and after checking necessary details from Service Provider.

## 2.2. REGISTRATION

To use the Bank's e-tendering Portal (<https://www.tenderwizard.in/indianbank>), bidder needs to register on the e-tendering portal. The bidder should visit the home-page of the portal and to the Portal Enrolment for new bidder link.

The following steps are to be followed during the registration process

- a) Fill all the relevant and requisite details to complete the Enrolment form provided in the Bank's e- tendering portal
- b) The registered User will receive the Activation link on the registered Email id. The user is now required to activate by clicking on "Click Here" link sent to registered Email id
- c) Login with the User id and Password to the e-tendering Portal where the registered users are required to upload the scan copy of the PAN Card and GST Registration certificate to map the DSCs
- d) After the Signing and Encryption/Decryption certificates are mapped to the login ID and successful verification of Encryption/Decryption, go to event management and proceed for bidding process by uploading necessary documents
- e) Clarification/ Amendments and Extension of last date of bid submission (if any) will be uploaded in the e-tendering portal under Corrigendum/ Amendment.

Training to the Bidder for participating in the bids through e-tendering Website will be provided by the service provider M/s Antares Systems Limited.

**Note:** Please contact M/s Antares Systems Limited's support desk (as given below), to get your registration accepted/activated and for further clarifications.



### Support Desk Contact Details

M/s. Antares Systems Limited  
#24, Sudha Complex, 3<sup>rd</sup> Stage, 4<sup>th</sup> Block  
Basaveshwaranagar, Bangalore – 560 079.  
Support Contact No. 080-40482100, 99432 77499  
Support Email: [gunaseelan.m@antaressystems.com](mailto:gunaseelan.m@antaressystems.com)

### **2.3. SUBMISSION OF BIDS THROUGH E-TENDERING PORTAL**

The Bid documents, to be uploaded as part of online bid submission, are as follows:

- Eligibility Criteria, along with all supporting documents required.
- All Annexure as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages.
- All supporting documents and product literature in support of Technical specifications.
- Relevant brochures
- Compliance to Technical Specifications as per Technical Bid.
- Any other information sought by the Bank with relevant to this tender

Bidder should upload all the copies of relevant documents without fail in support of their bid and as per the instructions given in tender documents. If the files to be uploaded are in PDF format, ensure to upload it in "Searchable" PDF Format. After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid.

Please take care to scan documents so that total size of documents to be uploaded remains minimum. **All documentation evidence provided to the Bank shall be in PDF Format. The Scanned Documents shall be OCR enabled for facilitating "search" on the scanned document.** Utmost care may be taken to name the files/documents to be uploaded on e-tendering portal.

### **2.4. BID RELATED INFORMATION**

Bidders must ensure that all documents uploaded on e-tendering portal as files or zipped folders, contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc. It shall be the responsibility of bidder themselves for proper extractability of uploaded zipped files.

Any error/virus creeping into files/folder from client end PC system cannot be monitored by e-tender software/server and will be bidder's responsibility only.



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## 2.5. OFFLINE SUBMISSIONS

In addition to uploading the documents in our e-Tendering portal, Bidders should also submit the following in a sealed envelope, super scribing with the tender Reference number, due date, Name of the Bidder, etc.

- a) DD towards Cost of bid document
- b) Integrity Pact
- c) Bid Security Declaration.

**Note:** Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof for claiming exemption for Cost of Bid document.

The bidder is requested to submit the original documents in a Sealed Envelope on or before 23/08/2021, 03.00 PM to the address mentioned under schedule 5) of this tender. The envelope shall be super scribed as "SUPPLY, INSTALLATION AND MAINTENANCE OF 1000 Nos. of SELF SERVICE PASSBOOK PRINTING KIOSKS WITH QR CODE PRINTER " and the words 'DO NOT OPEN BEFORE (23/08/2021 at 03.30 PM)'.

## 2.6. OTHER INSTRUCTIONS

For further instructions like system requirements and manuals, the bidder should visit the e-tendering portal (<https://www.tenderwizard.in/indianbank>), click on System Requirement Manual/ User Manual.

**The following 'Four Key Instructions' for bidders must be assiduously adhered to –**

- a. Obtain individual Digital Signing Certificate (DSC or DC) well in advance before tender submission deadline on e-tendering portal.
- b. Register your organization on e-tendering portal well in advance before tender submission deadline on e-tendering portal
- c. Get your organization's concerned executives trained on e-tendering portal well in advance before tender submission deadline on e-tendering portal
- d. Submit your bids well in advance of tender submission deadline on e-tendering portal (Bank will not be responsible any problem arising out of internet connectivity issues).

Note: While the first three instructions mentioned above are especially relevant to first-time users of the e-tendering portal, the fourth instruction is relevant at all times.



## SECTION VI

### BID FORM, PRICE SCHEDULES AND OTHER FORMATS

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**Part I**  
**1. TECHNICAL BID**

Date:

To

**Chief Manager,  
Expenditure Department, First Floor,  
Indian Bank Corporate Office,  
254-260, Avvai Shanmugam Salai,  
Royapettah, Chennai, PIN 600 014.**

**Dear Sir,**

**Sub: Supply, Installation and Maintenance of 1000 Nos. of Self Service Passbook Printing Kiosks with QR code Printer.**

**Ref: RFP: CO/DBD/ATM/999/R1/2021-22 dated 23/07/2021.**

Having examined the Bidding Documents including Addenda Nos. ....(insert numbers), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **SUPPLY, INSTALLATION AND MAINTENANCE OF 1000 Nos. of SELF SERVICE PASSBOOK PRINTING KIOSKS WITH QR CODE PRINTER** and submit our technical Bid as follows:

**SPECIFICATIONS**

**Technical Specifications for QR Code Printer.**

Sl. No	Functionality	Description	Please Write Complied/Not Complied
1	Make/Model		
2	Minimum Requirement	The printer should be able to print barcodes of all popular symbologies, including Code 128, with up to 36 Characters.	
3	Resolution	Minimum 203 DPI (dots per inch)	
4	Printing Method	Thermal Transfer	
5	Max. Print Speed	minimum 5 IPS(Inches per second)	
6	Max. Print Width	Maximum 108 mm	
7	Max. Print Length	Maximum 2,794 mm	
8	Ribbon type	Carbon ribbon	
9	Ribbon length	300 meter long, max. OD 67 mm, 1" core (ink coated outside)	
10	Ribbon Width	40 mm ~ 110 mm (1.6" ~ 4.3")	
11	Processor	32-bit RISC CPU	
12	Memory	8 MB Flash memory(Min)	
		16 MB SDRAM(Min)	



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13	Interface	Serial / USB along with necessary software	
14	Sensors	Transmissive gap sensor (position adjustable)	
		Black mark reflective sensor (position adjustable)	
		Ribbon end sensor	
		Head open sensor	
15	Internal Fonts	8 alpha-numeric bitmap fonts	
		Monotype Image ® true type font engine with one CG Triumvirate Bold Condensed scalable font	
16	Font & Barcode Rotation	0, 90, 180, 270 degree	
17	Media Type	Continuous, die-cut, black mark, fan-fold, notch (outside/inside wound)	
18	Media Width	25.4 – 118 mm (1.0” – 4.6”)	
19	Media Thickness	0.06 – 0.254 mm (2.36 – 10 mil)	
20	Media Core Diameter	25.4 mm – 38 mm (1” – 1.5”)	
21	Label Length	10 – 2,794 mm (0.39” – 110”)	
22	Label size	Size: 60 – 40 mm (1000 labels )	
23	Other requirements	Bidder should ensure that the Printer is compatible with the Self Service Passbook Printing Kiosk.	

### Technical Specifications of Passbook Printing Kiosk

Requirements	Please Write Complied/Not Complied
<b>Passbook PC Client PC Configuration</b>	
Processor : Intel core i5 8 <sup>th</sup> generation or above with base frequency 2.8 Ghz or above	
Memory : 8 GB DDR4 or higher	
Storage Space : 500 GB or higher	
Operating System: Window 10 Professional or Linux with adequate hardening of OS (OS delivered should be under support)	
Monitor : 15.6” or Higher LED/LCD Touch screen with 1024 x 768 resolution or better( Industrial grade )	
Network Port 10/100/1000 Mbps and 4 Nos. of USB 2.0 ports	
Virtual Keyboard for login, entering A/c No & date	
Separate keyboard and mouse for admin activity and maintenance.	
<b>Passbook Printer Unit Configuration</b>	
Dot Matrix Passbook Printer for Passbook update with inbuilt dual scanner for QR Code Reading	
Integrated within body	





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Specification of Passbook Printer			
Printing Method & Diameter of Printing-wire		24- Pin impact Dot Matrix & 0.25mm	
Printing Speed: Draft at 10 CPI94 col.		480 CPS	
Print Direction		Bi-direction with logic seeking	
Print Head life		Minimum 400 million character	
Scanner		Inbuilt Dual CIS scanners	
Character Pitch	at Single Character Pitch	10, 12 cpi or more	
	at Double Character Pitch	5,6 to 8 and 7.67 CPI	
Line Pitch		1/5", 1/6", n/216", n/240"	
Communication Interface		Serial RS 232C, USB	
Ink Ribbon Colours		Black only	
Power consumption		Less than 180 W (operating)	
Electrical Specifications		230+/- 10V AC	
Front end Kiosk Application Software		GUI based	
Passbook kiosk unit configuration			
1. The Kiosk Terminal body should have powder coated metallic cabinet or 35-40 microns paint or equivalent anti-static material			
2. provision of bolting the kiosk 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 serviceability.			
Colour customization and Product wrapping for Passbook kiosk			
1. The passbook kiosk shall be wrapped in vinyl material with customized colour as per the Bank's custom design			
2. Product wrapping as per the following specifications shall be provided on the 2 sides of the kiosk for advertising the Bank's products:			
<ul style="list-style-type: none"> <li>Material: Self-adhesive vinyl of 3M/ Metamark makes with 5 year warranty from the manufacturer against shrinkage, excessive colour degradation and peeling of due to adhesive failure</li> <li>Finish: satin</li> <li>Thicknes:80 Microns</li> <li>Adhesive: Permanent Solvent Based Adhesive</li> <li>Application temperature: +5° C to +60° C</li> <li>Service temperature: -30° C to 110° C</li> <li>Durability: 5 years</li> </ul>			
Fire Rating: Class B. Classification compliant with BS EN 13501-1:2007			



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Colour:- MAGENTA 80 CYAN 100 MAGENTA 30 YELLOW 80	
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### Functional Specifications of Passbook Printing Kiosk & Central Monitoring Software

Requirements	Please Write Complied/Not Complied
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 Software 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 passbooks	
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	
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)	
13. Kiosk should connect to central monitoring and management application of the successful bidder and to middleware application of the Bank. Middleware application will connect to CBS (BANCS24) for transmitting the data necessary for printing the passbook.	
14. Central Monitoring software should have capacity to monitor and manage upto 1000 kiosk + 25% additional kiosks	
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 passbook 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 (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	

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by user	
(iv) Data connector to central monitoring software for integration with internal dashboard	
20. The Central Monitoring Software 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 Passbook 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/Capacitive 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 : Passbook Printing Kiosk -> middleware application -> CBS (Bancs24) -> middleware application -> Passbook Printing Kiosk	
31. Passbook 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 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 h) component level monitoring of kiosks.	
<b>33. Security</b>	
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	



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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 Passbook Printing Kiosks</b>	
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 Passbook Kiosk services should be protected from interception or damage. Suppliers should follow stringent guidelines and best industry practices to protect the systems from unauthorized access and wire-tapping.	
37. Provision of required mesh to cover the holes available in the Passbook Kiosks to prevent the dust/insects/rat/lizards entering into the equipment.	
38. Kiosk: Height- 5- 5.7 feet, Width- Max 2.25 feet, Depth- 2.25 feet. Touch Screen: Lower point of Touchscreen should start from Height 3.7- 4.5 feet. Passbook Printer: Height from base 3-3.7 feet	
39. If need arises then Passbook 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.	

**List of deviations from the required specifications:**



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1)

2)

(If left blank, it is treated that there are no deviations in the compliance of specifications)

We enclose the technical brochures for the equipments/services quoted.

We submit that we should abide by your terms and conditions governing the quotations mentioned in the bidding document.

We submit that we abide by the details given above.

We undertake, if our bid is accepted, to complete the services in accordance with the delivery schedule specified in the bid.

If our bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 3% of the contract amount 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 should remain binding upon us and will 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, should 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.

We understand that you are not bound to accept the lowest or any bid you may receive.

We clarify/confirm that we comply with the qualification criteria of the bidding documents.

Dated this ..... day of ..... 202.....

Signature:

Mobile No.

Email :

(In the Capacity of)

..... Duly Authorised to sign bid for and on behalf of  
(give below the Name & Address of Bidder)



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**2. SELF DECLARATION – BLACKLISTING**  
**(To be signed by Chartered Accountant or Company Secretary)**

**Ref.** RFP: CO/DBD/ATM/999/R1/2021-22 dated 23/07/2021.

Date:

**To**  
**The Assistant General Manager**  
**Indian Bank, Head Office,**  
**Information Technology Dept, 2<sup>nd</sup> Floor,**  
**66, Rajaji Salai,**  
**Chennai, PIN 600 001.**

Dear Sir,

**Sub: Supply, Installation and Maintenance of 1000 Nos. of Self Service Passbook Printing Kiosks with QR code Printer.**

**Ref:** RFP: CO/DBD/ATM/999/R1/2021-22 dated 23/07/2021.

We hereby certify that, we have not been blacklisted by any Government Dept / PSU / Banks currently.

**Signature of Authorized Official**

**Name and Designation with Office Seal**

**Place:**

**Date:**



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### 3. BID SECURITY DECLARATION

To,  
The Assistant General Manager  
CO: Digital Banking Division  
Indian Bank  
Head Office Building (2<sup>nd</sup> Floor)  
#66, Rajaji Salai, Chennai-600 001  
India

Date

Dear Sir,

**Sub:** Request for Proposal (RFP) for "Supply, Installation and Maintenance of 1000 Nos. of Self Service Passbook Printing Kiosks with QR code Printer".

**Ref:** RFP No. CO/DBD/ATM/999/R1/2021-22 dated 23/07/2021.

We declare that, we will not withdraw our bid during the period of bid validity specified in this RFP and we will not fail or refuse to execute the Agreement and furnish the performance security as specified in the RFP.

**Signature of Authorized Official**

**Name and Designation with Office Seal**

**Place:**

**Date:**





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#### 4. CONTRACT FORM

**THIS AGREEMENT** made the .....day of....., 202... Between Indian Bank (hereinafter "the Bank") of the one part and..... (Name of Supplier) of..... (City and Country of Supplier) (hereinafter called "the Supplier") of the other part :

**WHEREAS** the Bank invited bids for certain Goods and ancillary services viz.,..... (Brief Description of Goods and Services) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of..... (Contract Price in Words and Figures) (hereinafter called "the Contract Price").

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

- In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - the Bid Form and the Price Schedule submitted by the Bidder;
  - the Schedule of Requirements;
  - the Technical Specifications;
  - the Conditions of Contract;
  - the Bank's Notification of Award.
- In consideration of the payments to be made by the Bank to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Bank to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- The Bank 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 Successful bidder are as under:

SL. NO.	BRIEF DESCRIPTION OF GOODS & SERVICES	QUANTITY TO BE SUPPLIED	UNIT PRICE	TOTAL PRICE

**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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## 5. PERFORMANCE SECURITY FORM

Bank Guarantee No. \_\_\_\_\_ Date \_\_\_\_\_ :

To : INDIAN BANK, Chennai, INDIA :

**WHEREAS** ..... (Name of Supplier) hereinafter called "the Supplier") has undertaken, in pursuance of Contract No..... dated,..... 202... to.....(Description of Goods and services) (hereinafter called "the Contract").

**AND WHEREAS** it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognised bank other than Indian 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 on behalf of the Supplier a Guarantee:

**THEREFORE WE** hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of ..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of ..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

Any such demand made by you shall be conclusive irrespective of any dispute or controversy between you and the Supplier in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

This guarantee is valid until the .....day of.....202.....

Signature and Seal of Guarantors

.....  
 Date.....202.....  
 Address:.....  
 .....

### NOTE :

1. Vendor should ensure that seal and code no. of the signatory is put by the bankers, before submission of the bank guarantees.
2. Bank guarantee issued by bank located in India shall be on a Non-Judicial Stamp Paper of requisite value for a period of 66 months (with further one year claim period).
3. (The above format is illustrative only and may be suitably modified later by Indian Bank)



Ref: CO/DBD/ATM/999/R1/2021-22

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

BID No. CO/DBD/ATM/999/R1/2021-22 dated: 23/07/2021							
Order placed by	Order No. and Date	Description and Quantity of the Equipment ordered	Value of Order	Date of completion of delivery		Remarks indicating reasons for late delivery, if any	Has the equipment been satisfactorily functioning? Attach a certificate from the Purchaser / consignee
				As per Contract	Actual		

Date:

Signature and Seal of the Bidder:.....



Ref: CO/DBD/ATM/999/R1/2021-22

## 7.MANUFACTURERS' AUTHORIZATION FORM

No. \_\_\_\_\_

Dated: \_\_\_\_\_

To,

Dear Sir,

**Ref: Indian Bank RFP CO/DBD/ATM/999/R1/2021-22 dated 23/07/2021**

We, \_\_\_\_\_ who are established and reputable manufacturers of \_\_\_\_\_ (*name & descriptions of goods offered*) having factories at \_\_\_\_\_ (*address of factory*) do hereby authorize the bidder M/s \_\_\_\_\_ (*Name and address of bidder*) to submit a bid, and sign the contract with you for the goods manufactured by us against the above Request for Proposal (RFP).

We hereby extend our full guarantee and warranty as per Conditions of Contract of the above RFP for the goods and services offered for supply of our products by M/s \_\_\_\_\_ (*Name and address of bidder*).

If the contract is awarded to M/s \_\_\_\_\_ (*Name and address of bidder*), we will support them for maintenance of products manufactured by us for five years. We will comply with the contract terms pertaining to our product in case M/s \_\_\_\_\_ (*Name and address of bidder*) fails to execute the terms of the contract.

Yours faithfully,

(Name)

(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer.



Ref: CO/DBD/ATM/999/R1/2021-22

**Part II**

**8.COMMERCIAL BID FORMAT (To be submitted after Online Reverse Auction)**

Ref. RFP: CO/DBD/ATM/999/R1/2021-22 dated 23/07/2021.

**TO**  
**Indian Bank**  
**Corporate Office,**  
**Expenditure Department, First Floor**  
**254-260, Avvai Shanmugam Salai,**  
**Royapettah, Chennai, PIN 600 014**

**Date:**

Dear Sir,

**Sub: Supply, Installation and Maintenance of 1000 Nos. of Self Service Passbook Printing Kiosks with QR code Printer.**

**Ref:** Bid Document No. RFP: CO/DBD/ATM/999/R1/2021-22 dated 23/07/2021.

Further to the reverse auction dated \_\_\_\_\_, we, the undersigned, offer to **Supply, Installation and Maintenance of 1000 Nos. of Self Service Passbook Printing Kiosks with QR code Printer** of your Bank, and we submit our Commercial Bid with Break up details as follows:

**Price Schedule:**

Sl. No	Description	Unit Price(I)	Qty (II)	Years For AMC/ATS(III)	Total Price (D=I*II*III)
1	Passbook Printing kiosk machine with 1 year warranty.		1000		
2	QR code printer with 1 year warranty.		1000		
3	Annual support charges for Central Monitoring software		1	5	
4	AMC for passbook kiosk machine.		1000	4	
5	AMC for QR code printer		1000	4	
	<b>Total (A)</b>				

**FACILITY MANAGEMENT COST (Onsite engineer at Head Office)**

S NO	DESCRIPTION	CHARGES PER MONTH (I)	NO OF MONTHS (II)	TOTAL PRICE FOR FACILITY MANAGEMENT SERVICE FOR 60 MONTHS (I*II)
1	Facility Management Services		60	



**Ref: CO/DBD/ATM/999/R1/2021-22**

	at Bank's location (one resource person at a time) for monitoring of Data Pulling, Screen Updation, Downtime monitoring etc. (at least from 10:00 AM to 6:00 PM on all working days). The said services have to be delivered from a single centralized location of the Bank. <b>(B)</b>			
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### SUMMARY

S. No.	Description	Amount in Rupees
1	Total Cost of Kiosk Hardware, QR Code Printer & Annual support charges for Central Monitoring software with warranty of 1 years and AMC/ATS of 4 years. <b>(A)</b>	
2	Total cost of Facility management <b>(B)</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. 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 GST, if applicable, will be reimbursed on production of original receipt.
3. 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.
4. All prices are mandatory and should be quoted else bid is liable to be rejected.
5. The AMC/ATS prices will remain valid for a total of 4 years after the expiry of warranty period of 1 year.
6. Successful shall provide the price break-up for each item in line with market rates. Bank reserve the rights to negotiate with the bidder if the price break-up submitted for any of the above items is higher than the market rates.

We abide by details given above and the terms of the bid document.

**Office Seal**

**For  
(Authorised Signatory)**

**Place:  
Date:**

**Name:  
Designation:  
E-mail:**



Ref: CO/DBD/ATM/999/R1/2021-22

**9. INSTALLATION CERTIFICATE FOR ISSUE BY THE BRANCH AFTER  
SUCCESSFUL INSTALLATION OF EQUIPMENT**

Date:

Sub: Certificate of installation of Self-service Passbook Kiosks with QR Code printer

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 Passbook 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 \_\_\_\_\_





**Ref: CO/DBD/ATM/999/R1/2021-22**

## 10. SERVICE SUPPORT DETAILS (for minimum 50 centres)

[illegible]

Signature of Authorised Official with Seal



Ref: CO/DBD/ATM/999/R1/2021-22

### **11. Undertaking of authenticity**

**Sub:** Supply, installation and maintenance of Self-service Passbook Kiosk with QR Code Printer.

**Ref:** Bid Document No. CO/DBD/ATM/999/R1/2021-22  
dated: 23/07/2021.

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

We hereby undertake that all the components/parts/assembly/software used in the Self-service Passbook 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 Passbook Kiosk if already supplied and return the money if any paid to us by you in this regard and agree to be blacklisted for 3 years.

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)**



**12.LIST OF ERRORS:**

- 1) Connectivity not available.
- 2) Passbook not read properly.
- 3) QR code not available, please get it printed from your branch.
- 4) OTP Not received.
- 5) Invalid Account Number.
- 6) Passbook not printed.
- 7) Time out error; Passbook not inserted in given time.
- 8) All Attempts exhausted Passbook Printing failed. Please use Reprint option.
- 9) Reprint Option selected. Please reinsert passbook with a fresh page.
- 10) Passbook 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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### 13. - Cost of Consumables and Spares

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All the individual spare parts of Self-service Passbook kiosk and QR Code Printer should be mentioned along with its cost.

**Note:**

- 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.
- The price of spare parts should be in line with the market rates.
- Prices should be quoted as per the specification in this RFP document.
- 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
- Details of all individual components should be mentioned in the above format in accordance with Section III Clause 4.(B) of this RFP document
- 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)



Ref: CO/DBD/ATM/999/R1/2021-22

#### 14. Non-Disclosure Agreement

**THIS AGREEMENT** made and entered into at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 202 between **INDIAN BANK**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at No.254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600014, hereinafter called the "**Bank**" which term shall wherever the context so require includes its successors and assigns

AND

M/s. \_\_\_\_\_  
\_\_\_\_\_ Limited a company registered under the Companies Act having its registered office at \_\_\_\_\_  
\_\_\_\_\_ hereinafter called the "**supplier**" which term shall wherever the context so require includes its successors and assigns, **WITNESSETH**:

WHEREAS

The Bank is inter alia engaged in the business of banking and have been procuring computer systems,

M/s \_\_\_\_\_

\_\_\_\_\_ Limited has been engaged in the business of supply and installation

The Bank and Supplier have established a business relationship by entering into contract dated \_\_\_\_/\_\_\_\_/\_\_\_\_ for \_\_\_\_\_ (nature of services) and in course of the performance of the contract \_\_\_\_\_. it is anticipated that the parties may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information for the purpose of business relationship.

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

##### 1. Confidential information

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



## 2. Use of Confidential Information

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:

- a) Is already known to the Receiving party at the time of the disclosure without any obligation of confidentiality
- b) Is or becomes publicly known through no unauthorized act of the Receiving party
- c) Is rightfully received from a third party without restriction and without breach of this agreement
- d) Is independently developed by the Receiving party without use of the other party's confidential information and is so documented
- e) Is disclosed without similar restrictions to a third party by the Party owning the confidential information
- f) Is approved for release by written authorization of the disclosing party; or
- g) Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that the Receiving party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the confidential information and / or documents so disclosed used only for the purposes for which the order was issued.

## 4. Term

This agreement shall be effective from the date of the execution of this agreement and shall continue till expiration or termination of this agreement due to cessation of the business relationship between the parties. Upon expiration or termination as



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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.

Notwithstanding anything contained herein, 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 supercedes any and all prior oral discussion and/or written correspondence or agreements between the parties. This agreement may be amended or modified only with the mutual written consent of the parties. Neither this agreement nor any rights, benefits and obligations granted hereunder shall be assignable or otherwise transferable.

## **9. Severability**

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

## **10. Dispute resolution mechanism**

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





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

Submitting to arbitration may be considered as additional remedy and its does not preclude the parties to seek redressal/other legal recourse.

**11. Indemnity:**

The receiving party should indemnify and keep indemnified, saved, defended, harmless the disclosing party 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.

**12. Jurisdiction**

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

**13. Governing laws**

The provisions of this agreement shall be governed by the laws of India.  
In witness whereof, the parties hereto have set their hands through their authorised signatories

Signed, Sealed and Delivered by the  
said \_\_\_\_\_ (For Indian Bank)  
in the presence of:

1. \_\_\_\_\_  
—

2. \_\_\_\_\_  
—

Signed, Sealed and Delivered by the  
said \_\_\_\_\_ (For the Supplier)  
in the presence of:

1. \_\_\_\_\_  
—

2. \_\_\_\_\_  
—



## **15. INTEGRITY PACT**

**(To be submitted on Non - Judicial Stamp Paper)**

### **INTEGRITY PACT**

**Between**

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

**and**

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

### **Preamble**

The Bank intends to award, under laid down organizational procedures, contract/s for Supply, Installation and Maintenance of 1000 Nos. of Self Service Passbook Kiosks with QR code Printer. 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.

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



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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 non-submission 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 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**



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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 fit 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**

1. 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 Sub-contractors/Sub-vendors.
2. The Bank will enter into agreement with identical conditions as this one with all Bidders/Contractors.
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) accept 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 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



**Ref: CO/DBD/ATM/999/R1/2021-22**

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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(For & On behalf of the Bank)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place -----

Place -----



**Ref: CO/DBD/ATM/999/R1/2021-22**

Date -----

Date -----

Witness 1:

Witness 1:

(Name & Address) -----

(Name & Address) -----

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Witness 2:

Witness 2:

(Name & Address) -----

(Name & Address) -----

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**16. Declaration on procurement from a bidder of a country which shares a land border with India**

**(The Bidder should give the following Undertaking/certificate on its letterhead)**

To,  
The Assistant General Manager  
CO: Digital Banking Division  
Indian Bank  
Head Office Building (2<sup>nd</sup> Floor)  
#66, Rajaji Salai, Chennai-600 001  
India

Date

Dear Sir,

**Sub:** Request for Proposal (RFP) for "Supply, Installation and Maintenance of 1000 Nos. of Self Service Passbook Printing Kiosks with QR code Printer".

**Ref:** RFP No. CO/DBD/ATM/999/R1/2021-22 dated 23/07/2021.

I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India; I certify that << **name of the firm**>> is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Evidence of valid registration by the Competent Authority shall be attached.]

**Signature of Authorized Official**

**Name and Designation with Office Seal**

**Place:**

**Date:**



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### 17. FORMAT FOR PRE-BID QUERIES

S.No	RFP Point no/Title	Page no in RFP	Details provided in RFP	Query/ Changes Requested



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### 18. CHECKLIST FOR DOCUMENTS TO BE SUBMITTED BY THE BIDDER

S. No.	Item Description	Documents to be submitted as proof	Details of proof/Document Submitted by the bidder
1.	The bidder should be a company registered in India as per Company Act 2013 with minimum 3 years of experience in the business of supplying, installing, commissioning and managing PBKs as on date of bid submission.	(a) Copy of certificate of incorporation and certificate of commencement of business in case of public limited company. (b) Copy of certificate of incorporation in case of private limited companies issued by Registrar of companies.	
2.	The bidder should be Original Equipment Manufacturer (OEM) or their authorized representative in India. Either the PBKs manufacturer (OEM) or their authorised distributor in India can directly bid in the tender but both of them cannot bid for the same make in PBKs. In case the bidder is an authorised representative and is not able to perform the obligations as per contract during the contract period, the OEM would perform all the obligations on behalf of bidder as spelt out in the RFP and agreement executed by the authorised representative subsequently.	(a) If the bidder is authorized partner/distributor, Manufacturers' Authorization Form (Section VI Format 7) is to be submitted. (b) If the bidder is an Original Equipment Manufacturer (OEM), an undertaking letter has to be submitted.	
3.	The Bidder should have positive net worth from business in India during three preceding Financial Years. (FY 2018-19, FY 2019-20 & FY 2020-21)	(a) Copies of audited Balance Sheet and Certificate from the Chartered Accountant for preceding three financial years have to be submitted.	
4.	The average annual turnover for the three financial years 2018-19, 2019-20, 2020-21 of the bidder should be minimum Rs.15.00 crores or above.	(a) Copies of audited Balance Sheet and Certificate from the Chartered Accountant for preceding three financial years have to be submitted.	
5.	The bidder should have supplied minimum of 800 Self Service	Copy of Purchase orders issued by Banks and the satisfactory working	



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	<p>Passbook Printing Kiosks (PBK) / Cheque Deposit Kiosks (CDK) integrated with CTS / multi-functional kiosk having PBK &amp; CDK functionality with integration to CBS, during the last four Financial year ending 31.03.2021 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 Bank. Please note that other kiosks such as product information kiosks, ticketing kiosks, net banking kiosks and ATM/Cash Recyclers etc. are not considered.</p>	<p>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. Please note kiosk supplied should be banking passbook printing kiosks &amp; other kiosks such has info kiosks, ticketing kiosks, net banking kiosks, etc are not considered.</p>	
6.	<p>The Bidder/OEM should not have been blacklisted/terminated by any Government Dept / PSU / Banks / IBA / RBI / any regulatory authority during the last three years from the date of this RFP for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices at any point. If a bidder chooses not to disclose any such issues, and the same comes to Bank's notice at a later date, the Bank will be free to revoke/terminate any contract entered with the vendor and invoke Bank Guarantee at its discretion.</p>	<p>(a)The bidder should provide self-declaration- as per format 2 of Section VI provided in RFP.</p>	
7.	<p>Bidder/OEM should have Branches / Service Centre Facilities / Franchises / Resident engineers in state capitals and at least in 50</p>	<p>Service Centre details should be attached as per format 10 Section VI.  In case of franchises, copy of contract</p>	



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	centres all over India. These centres should cover all major cities in India. 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 along with the Technical Bid.	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.	
8.	Bid Security Declaration	As per format 3 of Section VI	
9.	Technical Compliance	Compliance to be given as per format 1 of Section VI	
10.	Undertaking of Authenticity	Undertaking issued by Company Secretary should be attached as per format 11 Section VI	
11.	Performance Statement	Performance Statement should be attached as per format 6 Section VI	
12.	Integrity Pact	Integrity pact in format 15 of Section VI	
13.	DD for Application Form	Rs. 10,000/- in the form of Demand Draft in favour of Indian Bank payable at Chennai, or transferring the amount in the account as detailed in schedule 7 shall be submitted while attending the pre-bid meeting .	
14.	Cost of Consumables and Spares	Cost of Consumables and Spares as per format 13 of Section VI	
15.	Copy of RFP & Clarifications and amendments issued by the Bank	To be sealed and signed by the Authorised Official of the Bidder.	

**Note : Commercial Bid should not be attached with Part - I.**

