

Your Own Bank Zonal Office, Sambalpur 1<sup>st</sup> Floor, Shyam Arcade, Khetrajpur, Sambalpur, Odisha - 768003

Email: zosambalpur@indianbank.co.in

#### INVITATION OF TENDER

# RATE CONTRACT FOR NEW INSTALLATION, REPAIR AND MAINTENANCE OF CCTV SYSTEM (INCLUDING MAINTENANCE OF EXISTING CCTV SYSTEMS) FOR THE INDIAN BANK OFFICES/BRANCHES INCLUDING ATM SITE UNDER SAMBALPUR ZONE

Tender Documents Availability: 04th Sep 2021

Last Date of Tender Submission: 10.30 AM on 20<sup>th</sup> Sep 2021 Date of Technical Bid Opening: 11:30 AM on 20<sup>th</sup> Sep 2021

Date of Financial Bid Opening: Will be intimated to the eligible vendors by email

Cost of Tender Documents: FREE OF COST

EMD: NIL

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### **SCHEDULE OF EVENTS**

Tender Bid Document Availability	Bidding document can be downloaded from
	website <u>www.indianbank.in</u> from <b>04</b> <sup>th</sup> <b>Sep 2021</b>
Pre-bid Query	Up to 13 <sup>th</sup> Sep 2021 from 3 PM to 4 PM either
	telephonically or at Indian Bank Zonal Office
	Sambalpur on bank working days
Last date and time of submission of Bids	20 <sup>th</sup> Sep 2021- 10:30 AM
Opening of Technical Bids	20 <sup>th</sup> Sep 2021- 11:30 AM
	Bidders may depute authorized representatives
	during the opening of Technical Bids. However
	Technical Bids would be opened even in the
	absence of any or all of the Bidders
	representatives.
Contact Official	Security Officer
Address for communication and submission of	Zonal Office, 1 <sup>st</sup> Floor, Shyam Arcade,
bid	Khetrajpur, Sambalpur, Odisha - 768003
Telephone	+91 7978810221
All correspondence relating to this Tender	zosambalpur@indianbank.co.in
should be sent to email id	
Cost of the Tender Bid document	FREE OF COST
Earnest Money Deposit	NIL

### **IMPORTANT DEFINITIONS**

TERMS	DEFINITIONS
Bank	Indian bank
ZO	Indian Bank Zonal Office, 1 <sup>st</sup> Floor, Shyam Arcade, Khetrajpur, Sambalpur, Odisha – 768003
Branch	Indian Bank branch (including ATM site, if available)
TENDER	Request for Quotation/ Tender
Vendor	Participating Company/ Firm/ Manufacturer/ Authorized dealer
OEM	Original Equipment Manufacturer
Tender	Tender, Bid documents
Bidder	A Firm/Company/OEM/Authorized dealer participating in TENDER

#### **NOTICE INVITING TENDER**

Rate contract for New installation, repair and maintenance of CCTV system (including maintenance of existing CCTV systems)

#### **INTRODUCTION**

- 1. Indian Bank, Zonal Office Sambalpur, invites sealed quotations in two bid system for rate contract for New installation, repair and maintenance of CCTV system (including maintenance of existing CCTV systems) at branches/ offices under its jurisdiction comprising of 15 districts of Odisha i.e. Angul, Balasore, Bargarh, Bhadrak, Bolangir, Deogarh, Dhenkanal, Jajpur, Jharguguda, Keonjhar, Mayurbhanj, Nuapada, Sambalpur, Sonepur and Sundergarh from reputed Firms/Manufacturers/Authorized dealers. The first bid shall be technical bid and the sealed envelope of Technical Bid shall contain the details of OEM, Acceptance of terms and conditions, and other eligibility conditions, etc. The second bid shall be financial bid and the sealed envelope of Financial Bid shall contain the price information of the product and services in prescribed format as per the annexure. Financial bids shall invariably be submitted in sealed envelope. Any financial bid found open for any reason shall make the bidder ineligible for participation.
- 2. India Bank, Zonal Office Sambalpur has a network of 73 Branches/ Offices spread across fifteen districts of Odisha. The branches/ offices function directly under the Zonal office.

#### **ELIGIBILITY CRITERIA**

- 3. The eligibility criteria for rate contract are given below and only those agencies that fulfill the following criteria are eligible to bid.
  - a) The prospective Vendor should be a registered company/ firm including manufacturers (OEMs as described in point no.7) or their authorized dealers, capable of providing CCTV system for New installation, repair and maintenance of CCTV system (including maintenance of existing CCTV systems) and should be in business for at least 3 years.
  - b) The OEM/ its authorized dealers must have his own registered office with adequate technical manpower and material at Sambalpur. Proof for the same to be submitted like Lease Agreement/ Registration Certificate under Shops and Establishment Act. The Bank may inspect the facilities of the Manufacturer/ Firm/ Company/ Dealer/ Vendor to verify the genuineness and to ensure the conformity with the details given. (Details to be provided in format Annexure II).
  - c) There is no minimum limit to annual turnover. However, the prospective applicant/vendor should be in profit for last three years. (Relevant copies of Balance Sheets and IT return to be submitted).
  - d) The prospective applicant/vendor must be on panel of at least one PSUs / Banks (Public/Private)/ Government Departments and have at least one running contract with PSU/Banks (Public/Private)/ Government Department. Performance report/ certificate of running contract for same to be enclosed.
  - e) The Vendors should have valid PAN, GST registration number etc., allotted by competent authorities.
  - f) The prospective applicant/vendor should have requisite trade/manufacturing/factory license from appropriate authority (BIS).

g) The Company/ Firms/ Authorized dealer which participates in the Tender process shall only be eligible for rate contract. **All existing empanelled vendors have to apply afresh.** Telephonic/ email intimation to prospective applicants for participating in TENDER will not be initiated from ZO, even to the existing vendors.

#### **NATURE AND SCOPE OF WORK**

- 4. New installation, repair and maintenance of CCTV System (including maintenance of existing CCTV systems) at branches/ offices of Indian Bank, Sambalpur Zone. Concerned Vendor will have to enter into an agreement (as per the format decided by the bank) with the Zone and shall start the work from the date of issuance of the work order. The work order for new installation, repair and maintenance of CCTV system (including maintenance of existing CCTV systems) shall be placed by the Zone as per requirement basis.
  - a) Please note that the invitation of tender is for new installation, repair and maintenance of CCTV system (including maintenance of existing CCTV systems) installed in all existing Branches & offices of the Zone. However, new installations are subject to requirement of Bank. Bank has discretion to revise the scope of work upward / downward as per its requirement.
  - b) It is to bring to the notice of prospective Applicants that they will be required to supply and replace newly installed components at their own cost during warranty period and the warranty period of each component has to be specified in the tender document.
  - c) The Vendor will maintain the data sheet of CCTV System of each branch/ office with details such as manufacturing date, date of installation, warranty valid upto, AMC carried out on, AMC due on, etc. A copy of the Branch / Office wise data sheet of CCTV System to be provided to the Zonal Office as well as to the concerned Branch/office.
  - d) The Vendor must ensure quarterly AMC visit. There should be a gap of minimum 70 days between two AMC visits. During AMC Visit all preventive maintenance activities to be carried out and recorded.
  - e) The vendor will follow the norms and procedures laid down for installation, repair and maintenance of CCTV system (including maintenance of existing CCTV systems).
  - f) The vendor will carry defective components to his own workshop for repair only after taking written prior approval of the Branch Manager.
  - g) The detail specification for new installation will be decided by the Zonal Office.
  - h) The vendor will impart training to staff members about operating procedure, system testing & tuning, playback, data retrieve, etc during the AMC visit.

#### **APPLICATION FORM**

5. The application form to be filled and submitted as per Annexure I (Cover Letter) and Annexure II (Bidder Profile). The tender notice should be signed by authorized signatory on each page with official seal and enclosed along with the Application Documents. Considering the impact of COVID 19 pandemic on economy, the Indian Bank will bear the cost of application form.

#### RATE CONTRACT PROCESS

6. The selection of Bidders for supply, new installation, repair and maintenance of CCTV system (including maintenance of existing CCTV systems) shall be done in two bid format as under.

#### a) **PHASE I -TECHNICAL BID:**

- i) Technical bid shall be submitted in a separate sealed envelope. It should be super scribed in bold "Technical Bid for New installation, repair and maintenance of CCTV system (including maintenance of existing CCTV systems)".
- ii) Technical bid shall contain Annexure I (Application), Annexure II (Bidder profile) and Annexure III (Testimonials).
- iii) The Applications of the bidders (Annexure II) will be valid for 120 days from the date of opening of the same.
- iv) The selection/ short listing of the applications so received will be done by carrying out evaluation and checking of various parameters/ criteria fixed by the bank.
- v) The technical bids shall be opened at 11:30 AM on 20<sup>th</sup> Sep 2021, or on any suitable date as decided by the bank's committee for the purpose. If any change in the date will be published in this website.
- vi) An undertaking that firm is capable of undertaking installation, repair and maintenance of CCTV system (including maintenance of existing CCTV systems) work in rural and far away areas where majority of bank's branches are located (To be enclosed with Technical Bids).

### b) PHASE II - FINANCIAL BID

- i) Financial bid shall be submitted in a separate sealed envelope. It should be super scribed in bold "Financial Bid for New installation, repair and maintenance of CCTV system (including maintenance of existing CCTV systems)".
- ii) Financial bids of only technically qualified short listed bidders will be opened. Bank's evaluation of the financial bids will take into account the status of compliance of terms and conditions.
- iii) The Financial Bid should contain all relevant rates and charges (Service Charge / Installation Charge), taxes and the rates should be quoted in Indian Rupees only.
- iv) The Bank may select multiple vendors for entering into rate contract and becoming L1 is not the only criteria.
- c) Interested Bidders may arrange to submit their application duly complete in all respects in a sealed envelope cover superscripted "Application for New Installation, repair and maintenance of CCTV system (including maintenance of existing CCTV systems)" and this envelope should contain two separate envelopes superscripted as details below:

Envelope 1: Technical Bid

Envelope 2: Financial Bid

And, it should reach on or before 10.30 AM on 20<sup>th</sup> Sep 2021, at the following address:

The Assistant General Manager, Indian Bank Zonal Office, 1st Floor, Shyam Arcade, Khetrajpur, Sambalpur, Odisha – 768003

#### PERFORMANCE AND PRODUCT CERTIFICATION:

7. The Bidders should have the following product certification and other criteria:-

- a) **Product Certification:** The products of the Bidder must have certification of quality given by the Bureau of Indian Standard (BIS) and acceptable to Bank. The products should be based on latest technology for the specific requirement.
- b) **OEM Certificate:** The Bidder should have OEM certificate along with confirmation that they would supply spare parts for the quoted components for a period of 5 years from the date of installation.
  - i) OEM should be ISO 9001 certified.
  - ii) Documents of Manufacturing license/ Registration of the OEM factory need to be submitted for verification.
  - iii) Product Certification copies to be attached as per the BIS specifications.
  - v) The firm should produce authorization from OEM for its offered makes in original.
  - vi) Multiple brand Techno-commercial bids from single bidder will be rejected.
  - vii) Serial number & IS certificate of products to be provided by the OEM.
  - viii) Audit for Banks, whether actual material is provided or not, needs to be done by OEM as and when required by Bank without any additional cost.
- c) **Past Record**: The Bidder or their entities should not have been blacklisted by any PSU/PSB/Government Organization in past 3 years and undertaking in this regard to be submitted.
  - i) Bidders A/c should not be classified as NPA by any bank. A self- declaration in this regards to be submitted by bidder along with Bid Documents.

#### **PAYMENT TERMS**

- 8. No advance payment shall be made against purchase order
  - i) Payments shall be made after delivery & installation of new CCTV system at per site basis. The payment shall be made against delivery challans and invoices and commissioning report duly signed by the Branch Manager.
  - ii) The vendor empanelled to have a Bank Account with Indian Bank for operational convenience.
  - iii) The Annual Maintenance Charges shall be paid once in three months subject to satisfactory maintenance for the previous three months. Vendors failing to render requisite maintenance service visits shall be paid only on the pro rata basis for the number of mandatory service visits.
  - iv) All Annual Maintenance Charges shall be paid from Zonal Office only.
  - iii) All other terms and conditions are spelt out in the Terms and conditions attached to this tender.

#### **TERMS & CONDITIONS OF CONTRACT (TCC)**

- 9. Indian Bank's Right to Accept/ Reject any/or all Application:
  - i) Indian Bank reserves the right to accept/ reject any or all application and to annul the rate contract process and accept/ reject all applications at any time prior to TENDER process or any time after TENDER process, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for Indian Bank action.
  - ii) Indian Bank's Right to Split the Service Area Work: Indian Bank reserves the right to split and distribute the work among the participating Bidders partly or fully amongst the bidders agreeing at lowest quoted rates. Indian bank reserves the Right to Issue Clarifications, Addendums, and Corrigendum etc.

iii) Discrepancies or omission, if found by any bidder, in the terms & conditions of the tender document, or if any clarification is sought by the bidder, a written request, to the application inviting authority, for correction / clarification or interpretation can be submitted up to 5.00PM, 13<sup>th</sup> Sep 2021 at <a href="mailto:zosambalpur@indianbank.co.in">zosambalpur@indianbank.co.in</a>. Indian Bank can at any time issue clarifications, addendums or corrigendum. The same will be published in the bank's website. The Bidders are advised to regularly visit the Bank's website.

### CONDITIONS FOR APPLICATION REJECTION/ CANCELLATION:

- 10. Bidder's application for rate contract or the registration after rate contract of Bidder may be rejected / cancelled on the following grounds:
  - i) Any effort by Bidder/applicant to influence Indian Bank's decisions on evaluation and registration process may result in rejection of application or cancellation of registration.
  - ii) Conditional applications will not be considered and will be rejected summarily.
  - iii) Submission of false/fake Application Documents or if the information provided by the Bidder is found to be incorrect/misleading at any stage / time during the rate contract process or thereafter.
  - iii) Applications received by Indian Bank after the last date and time prescribed for receipt of application or applications without signature of person(s) duly authorized on required pages of the application or applications without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be rejected.
  - iv) Malpractice / attempt to influence / Manipulation of rates at Zonal level by itself or by cartelization shall be viewed very seriously. If such a situation comes to the notice and/ or there are reasons/ circumstances for Indian Bank to believe so, the concerned Bidder will be called in to give justification of rates quoted by them to the Zonal Office. If they are not able to give a proper/ satisfactory justification of their quoted rates, their rate contract / enlistments are liable to be cancelled.
  - v) If the Bidders are found, subsequent to their registration, not complying with, any of the eligibility criteria.
  - vi) If the performance and services of the bidder have been found poor or sub-standard.
  - vii) If it is found that false/amplified/manipulated bill(s) raised by vendor.
  - vii) Any other grounds as decided by Indian Bank management after due diligence.

#### MONITORING OF PERFORMANCE AND OTHER CONDITIONS:

- 11. The Bidder's performance on the job will be constantly monitored for quality, adherence to the Safety Regulations, Labour / Statutory regulations, Conduct / Discipline etc, while executing jobs. Any deviations from stated conditions can lead to appropriate deterrent action as deemed fit by Indian Bank.
  - i) Indian Bank reserves the exclusive right and absolute discretion to call for tenders for any job or otherwise as deemed fit from open market, even during the validity of the rate contract period.
  - ii) Successful rate contract by Indian Bank is no guarantee of any future award of work or inclusion on a particular tender list.

#### **EMD AMOUNT:**

12. As a goodwill gesture towards prospective applicants, the Indian Bank Zonal Office Sambalpur has waived off the Earnest Money Deposit for this rate contract tendering process.

#### **JURISDICTION AND GOVERNING LAW:**

13. All disputes or differences whatsoever arising between the parties out of or in relation to the construction/ meaning and operation or effect of this rate contract document or breach thereof shall be settled amicably. If, however, the parties are not able to solve it amicably the same shall be settled by arbitration in accordance with the Arbitration and Conciliation Act 1996 (with latest amendments) and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal will be subject to exclusive jurisdiction of courts at Sambalpur.

#### **LIQUIDATED DAMAGES:**

14. Any delay in completion of the work over the stipulated period will attract penalty of 0.5% of the contract value (site basis) per week subject to maximum of 10% of the contract value. The Bank reserves its right to recover this amount by any mode, which includes adjusting from any payment to be made by the Bank to the Vendor.

#### **VALIDITY PERIOD:**

- 15. The successful Bidders/ Firms/ Vendors will remain in the list of the Bank for **three year** from the date of contract or till the completion of next contract period at the Bank's own discretion (whichever is earlier).
  - i) The Rate contract will be valid for **(03)** three year. On successful completion of one year, renewal for second year will be subject to the satisfactory performance and review by Security Department. Revision of rates during the contract period will not be entertained by Bank for whatsoever reasons.
  - ii) Contract will be valid only, if all eligibility criteria mentioned in the Tender Notice are fulfilled during the entire contract period.
  - iii) If the service provided by bidder is found to be poor and unsatisfactory or if at any point of time during the Tender process it is found that the information provided by bidder is false, the Bank reserves the right to cancel the contract. Bank's decision in this regard will be final.

#### **BANK'S DISCRETION:**

- 16) Bank reserves the right to reject an offer under any of the following circumstances:
  - i) Incomplete offer and/or all documents not attached.
  - ii) Offer is not in conformity with the terms and conditions stipulated in this document.
  - iii) Specifications stipulated in TENDER are not met with.
  - iv) If Financial Bid and Technical Bid are not submitted in sealed envelope separately.
  - v) Financial Bid format differs from actual Financial Bid format of Annexure IV.
  - vi) Violates any terms and conditions in the TENDER document.
  - vii) If found that the information provided in the offer is false.

#### **EVALUATION CRITERIA**

#### 17. Technical Bids:

- i) The Technical Bid should be complete in all respects and contain all information asked for in this document. It should not contain any price information.
- ii) The Technical Bid must be submitted in an organized, numbered and structured manner (spiral binding will be appreciated). No brochures/ leaflets etc should be submitted in loose form.
- iii) Technical bid should contain all testimonials as mentioned in previous section of this TENDER document.
- iv) Bank will evaluate the technical bid considering the technical and functional parameters of bidder and evaluation matrix decided by bank.

#### 18. Commercial Bids:

- i) Commercial bids of only technically qualified short listed bidders will be opened. Bank's evaluation of the commercial bids will take into account the status of compliance of terms and conditions. The Price Bid should contain all relevant rates and charges (Service charge / installation Charge) and the rates should be quoted in Indian Rupees only.
- ii) Cost economics of the tender will be decided on the basis of Total Cost of Equipment/cost of components having low MTBF/ services as enumerated in Annexure-IV.

#### **PATENTS RIGHTS**

- 19. The Vendor shall indemnify the purchaser against all third party claims on infringement of patent, trademark or industrial design rights arising from use of the Goods, or any part thereof in India.
  - i) The vendor shall, at their own expense, defend and indemnify the Bank against all third party claims of infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or any part thereof in India or abroad.
  - ii) The Vendor shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the Vendor shall be fully responsible for, including all expenses and court and legal fees.
  - iii) The Bank will give notice to the Vendor of any such claim without delay, provide reasonable assistance to the Vendor in disposing of the claim, and shall at no time admit to any liability for or express any Intent to settle the claim.
  - iv) The Vendor shall grant to the Bank a fully paid-up, irrevocable, non- exclusive license throughout the territory of India or abroad to access, replicate and use software (and other software items) if any, provided by the Vendor, including-all inventions, designs and marks embodied therein in perpetuity.

#### **TERMINATION FOR INSOLVENCY**

22. The Bank may at any time terminate the Contract by giving written notice to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder.

#### LIABILITY

- 23. Bidder's aggregate liability under the contract shall apply to third party claims for bodily injury/ electric shock (including death) and damage to real property (due to malfunction of equipment) and tangible personal property caused by bidder's gross negligence/ lapse or due to below standard equipment used by Bidder.
  - i) The Bidder shall be liable for any indirect, consequential, or special damages due to malfunction of the security equipments under the agreement / purchase order.

#### WARRANTY

- 24. The offer must include on-site warranty of at least one year or as offered by the OEM but not less than one year from the date of installation and replacement of components however there should not be any additional cost for the warranty period.
  - i) Vendor shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of all equipment, accessories, etc., covered by the offer.
  - ii) The Vendor must warrant all equipment, accessories, spare parts etc, against any manufacturing defects during the warranty period.
  - iii) During the warranty period the Vendor shall maintain the equipment and repair / replace all the defective components at the installed site at no additional charge of whatsoever nature to the Bank.

#### **DELIVERABLES & TIMELINES**

25. The Vendor should ensure that the defects reported in the CCTV system or its components, software, etc supplied to the Bank on any working day is set right within one day for branches in Bargarh, Deogarh, Jharsuguda, Sambalpur, Sonepur districts, and in no case later than the two working day for branches in remaining districts. The defect will be reported by the office/branch directly to vendor, may be in the form of oral, telephone, notice, email, or any other mean of communication. The vendor shall generate a complain number for tracking the complaint status. In case, the system or any equipment cannot be repaired within the stipulated period, the Vendor should provide a replacement till the system/ equipment is returned duly repaired.

#### **SPECIFICATION**

26. The detailed technical description is enumerated below. The specifications given are as per minimum requirement. Vendors can quote equivalent or higher technical specifications to meet the Bank's requirements. However, no weightage would be given for higher configurations. All components should be BIS certified.

Sl. No.	Component	Specification
i.	HD DVR 4 Channel	Should Support continuous, event based and motion mode of
		recording. Image resolution to 1080P or higher , real-time
		recording @ 25 fps in all channels with selectable fps, 2 SATA
		slots minimum, each slot supporting minimum 2 TB HDD.
		Please indicate whether PENTABRID and PENTAPLEX functions
		available or not.

ii.	HD DVR 8 Channel	Should Support continuous, event based and motion mode of
		recording. Image resolution to 1080P or higher, real-time
		recording @ 25 fps in all channels with selectable fps, 2 SATA
		slots minimum, each slot supporting minimum 4 TB HDD.
		Please indicate whether PENTABRID and PENTAPLEX functions
		available or not.
iii.	HD DVR 16 Channel	Should Support continuous, event based and motion mode of
		recording. Image resolution to 1080P or higher, real-time
		recording @ 25 fps in all channels with selectable fps, 2 SATA
		slots minimum, each slot supporting minimum 8 TB HDD.
		Please indicate whether PENTABRID and PENTAPLEX functions
		available or not.
iv.	Colour Monitor	TFT/LCD/LED 19" diagonal Surveillance grade display using
		TN/PLS/IPS/VA display technology.
٧.	HD IR Dome	TVI, CVI, AHD technology supported. 2 MP. Video output 1080P
	Camera	or higher @ 25 fps. Please specify the IP rating.
vi.	HD IR Bullet	TVI, CVI, AHD technology supported. 2 MP. Video output 1080P
	Camera	or higher @ 25 fps. Please specify the IP rating.
vii.	CCTV Cable	3+1 Copper wire. This should able to replace a set of Cat 6 video
		cable and 2 core power cable. Please specify the make/brand.
viii.	Hard Disk Drive 2TB	Should use SATA II or III Technology. Please specify the
		make/brand.
ix.	Hard Disk Drive 4TB	Should use SATA II or III Technology. Please specify the
		make/brand.
x.	SMPS for 4 Camera	Should be BIS certified. Please specify the make/brand.
xi.	SMPS for 8 Camera	Should be BIS certified. Please specify the make/brand.
xii.	PVC Conduit Pipe	Should be IS-9537-1983 certified. 20 mm nominal size. Please
		specify the Mechanical Stress (Light/Medium/Heavy) and
		make/brand.

#### **DISPUTE MANAGEMENT**

- 27. The provisions of this tender shall always be subject to Government Notifications, any rules/guidelines that may be in force from time to time.
  - i) All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of these Tender Documents or breach thereof shall be settled amicably. However, if the parties are not able to solve it amicably, the same shall be settled by arbitration in accordance with the provisions of "Arbitration and Conciliation Act 1996" or any statutory modifications or re-enactments thereof and the rules made there under and for the time being in force, shall apply to the arbitration proceedings.
  - ii) The arbitrator shall be appointed with the mutual consent of both the parties. However there is a provision of appeal if either party is not satisfied with the arbitration award.
  - During the arbitration proceedings the Bidder shall continue to work under the Contract unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

### **NUISANCE**

28. The Bidder shall not at any time cause or permit anyone to cause any nuisance on the site or do anything which shall cause unnecessary disturbance or inconvenience to the Bank, Owners, Tenants or occupants of other properties near the site and to the customers/ public generally.

#### NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER

29. There are no obligations to accept the lowest or any other offer received in response to this notice and Bank is entitled to reject any or all offers without assigning any reasons whatsoever. The Bank will have right to opt for any new technology option for the Banks usage.

#### **FORCE MAJEURE**

- 30. Notwithstanding the provisions of TCC (Terms and Conditions of Contract), the Bidder shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
  - i) For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the 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.
  - ii) If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Bidder 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.

#### **EXECUTION OF SLA**

31. On completion of the Bid Process, the successful bidder(s) should execute a Service Level Agreement. Bidder(s) should also execute a Non- Disclosure Agreement in the Bank's prescribed format. The agreement/ contract would be signed in Sambalpur only and stamped as per Odisha Stamp Act. All the stamp duty shall be borne by the Bidder.

#### RESTRICTION OF FURTHER CONTRACTS

32. The Bidder shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Bank's prior written consent. Consortium and joint venture responses are not allowed, in any case. Also, bidders have to note that no sub-contracting/ sub-letting is allowed.

### **AMENDMENTS TO CONTRACT**

33. No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by the parties.

#### **CONFIDENTIALITY OF CONTRACT DOCUMENTS & INFORMATION**

- 34. The Bidder 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 Bidder in the execution of the Contract.
  - i) Disclosure to any such employed person shall be made as confidential and shall extend only as far as may be necessary for purposes of such performance.
  - ii) The Bidder shall not, without the Bank's prior written consent, make use of any document or information except for purposes of performing the Contract.
  - iii) Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Bidder's performance under the Contract, if so required by the Bank.
  - iv) Bidder to submit Audited Balance Sheets & FRs within 6 months of close of financial year of the successful Bidder, failing which Bank will withheld payments. Bank will scrutinize the FRs and may decide to continue the contract or terminate.

#### **PUBLICITY**

35. Any publicity by the bidder in which the name of Indian Bank is to be used should be done only with the explicit written permission of Indian Bank.

#### **AUTHORIZED SIGNATORY**

- 36. All pages of this TENDER document and corrigenda must be stamped and initialed by the authorized signatory of the bidder confirming acceptance to all terms and conditions of this TENDER and should be submitted as part of the technical bid.
  - a. After completion of selection process the Bank will finalize the contract with the selected Bidder(s). To ensure this both the parties shall also be liable to make authorized officials to be present for discussions.
  - b. The Bidder(s) shall submit a Board resolution in case of a company and/or authorization letter duly signed by the authorized signatory naming the official(s) who shall be authorized to hold discussions, time and venue of which shall be intimated to the successful bidder in writing at least 3 calendar days in advance.

\*\*READ THE TENDER DOCUMENTS CAREFULLY BEFORE SUBMISSION\*\*

Annexure-I

Application for participation in TENDER for
New installation, repair and maintenance of CCTV system
(including maintenance of existing CCTV systems)
(TO BE TYPED ON THE BIDDER'S PRINTED LETTER HEAD)

The Assistant General Manager Indian Bank Zonal Office, 1<sup>st</sup> Floor, Shyam Arcade, Khetrajpur, Sambalpur, Odisha – 768003

Dear Sir,

Subject: Application for participation in Tender for New installation, repair and maintenance of CCTV system (including maintenance of existing CCTV systems)

- 1. This has reference to the captioned subject, I/We have carefully perused and understood the criteria mentioned in the Tender Notice released on the website of the Bank.
- 2. Accordingly, I/We now submit the application form duly completed in all respects, together with certified copies of the following documents as required by you for participation in Tender for New installation, repair and maintenance of CCTV system (including maintenance of existing CCTV systems) to your bank.
- 3. I/We confirm that all information given herein is true to the best of my/our knowledge. I/ We also understand and confirm that if any of the information given is found to be incorrect either fully or partially or any false/fake document is submitted at any stage, you may reject the application summarily and also take any legal action as per law.
- 4. It is also confirmed that, I/We hereby agree with all the terms and conditions laid down in the application/empanelment documents.

Yours faithfully,

(Proprietor / Bidder's Signature, Name with Seal) Encl: Documents:-

Annexure-II

### **BIDDER PROFILE/ TECHNICAL BID**

(TO BE TYPED ON THE BIDDER'S PRINTED LETTER HEAD)

SI No	Subject	Details			
1.	Name of the Manufacturer/ Firm/ Company/ Dealer/ Vendor				
2.	Year of Establishment				
3.	Constitution of the Firm (whether Proprietary/ Partnership/ LLP/Pvt.				
	Ltd./Public Ltd.)				
4.	Address of Head Office (in India), including				
	i) Email id				
	ii) Landline and Mobile Number(s)				
5.	Name of the Proprietor/Chairman/ Managing Director/CEO/ Country Head				
	(as the case may be)				
6.	Name(s) and Address of Office at Sambalpur, including				
	i) Email id				
	ii) Landline and Mobile Number(s)				
	(Please attach Lease Agreement/ Registration Certificate under Shops and				
_	Establishment Act)				
7.	Date of opening of company's Office at Sambalpur				
8.	Whether registered with the Registrar of Companies/Registrar of Firms in				
	India. If so, mention number and date and enclose Registration Certificate				
	COPY.				
9.	Whether an assesse of Income Tax. If so, mention Permanent Account				
	Number and Taxpayer Identification Number. Furnish copies of Income tax clearance certificate				
10.	Whether registered for GST purposes. If so, mention number and date. Also				
10.	furnish copies of GST certificate.				
11.	Copies of IT Returns last 03 years and GST Return of last one year				
12.	Is the Company/Firm a manufacturer of the CCTV System equipment/				
	accessories/components, etc required by the Bank? If Yes, name of the				
	equipment/ accessories/components, etc and place where manufacturing				
	unit is located. (All manufactured products should be BIS certified)				
13.	Is the vendor having URC (Udyam registration Certificate). If Yes, submit the				
	relevant certificate.				
14.	Have you been prequalified by PSUs / Banks (Public/Private)/ Government				
	Departments etc. for New installation, repair and maintenance of CCTV				
	system? If Yes, furnish their names, category and date of empanelment.				
	(Enclose empanelment letter)				
15.	Do you have presently running contract with PSUs/ Banks (Public/Private)/				
	Government Department, etc. for New installation, repair and maintenance				
	of CCTV system? If yes, enclose Performance report/ certificate of running				
4.5	contract.				
16.	Details of Technicians positioned at Sambalpur and remaining 14 districts				
	mentioned in this TENDER, in format:				
	SI No Name Qualification Working since Location				

17.	Details of relative(s) employed in Indian Bank and erstwhile Allahabad Bank,
	if any.
	Name:
	Relation:
	Branch/Office:
	Branch/Office last served (if retired):
	Contact Details:

#### **Declaration**

- 1. I / We have read and understood the tender documents and I / We understand that if any false information is detected at a later date, any contract made between ourselves and Indian Bank on the basis of the information given by me / us can be treated as invalid by the Bank and I/ We will be solely responsible for the consequences. I / We agree that the decision of Indian Bank in selection of bidders/contractors will be final and binding to me / us.
- 2. I / We agree that I / We have no objection if enquiries are made about the work listed by me / us here in above and/or in the accompanying sheets.
- 3. All the information furnished by me/us above here is correct to the best of my/our knowledge and belief.
- 4. I/We the authorized signatory of the firm undertake to state that our Firm has proper infrastructure and resources and is capable of undertaking New installation, repair and maintenance of CCTV system (including maintenance of existing CCTV systems) installed in 74 branches/offices of Indian Bank including all rural areas. We further undertake to state that we would be supplying all spare parts of quoted modules for a minimum period of 03 years from the date of Installation.

	Signature
Place:	Name:
Date:	Designation:
Seal of the Company	(Authorized Signatory)

Annexure-III

### **LIST OF ENCLOSURES**

### TO BE ATTACHED WITH TECHNICAL BIDS

SI No	Subject	Enclosed (Yes/No)	
1.	Certificate of Registration of company/dealership	(TCS/TG)	
2.	Certificate of registration with Income Tax, GST, EPF,ESI, VAT, TAN/TIN etc		
3.	Details of company owned registered office at Sambalpur with names of		
	employees, address, Tel no., etc		
4.	IT Returns and GST Return		
5.	Empanelled with govt./public sector/banks		
6.	Presently running contract work order with govt./public sector/banks		
7.	ISO/BIS certificate		
8.	Customer Reference (other than Indian Bank)		
9.	Documentation: - product, brochures, leaflets, manuals, warranty conditions		
	etc.		
10.	Certificate that Authorized dealer/Firm/OEM or its Sister Agency have not		
	been blacklisted		
11.	Document(s) in support of any other information		
12.	Bank Details (Account with Indian Bank, Sambalpur Branch)		

Note:- 1. In absence of any of the information/enclosures or/ and FAKE, WRONG, FICTICIOUS, FLLACIOUS, etc reporting, the tender is likely to be rejected

2. The Vendor shall produce/provide original of any documents, required by the Bank for Verifications.

**Annexure-IV** 

### **FINANCIAL BID**

(TO BE TYPED ON THE BIDDER'S PRINTED LETTER HEAD)

SI No	Description	Make/Brand	Quantity	Base Rate	GST	Total
1.	HD DVR 4 Channel					
2.	HD DVR 8 Channel					
3.	HD DVR 16 Channel					
4.	Colour Monitor					
5.	HD IR Dome Camera					
6.	HD IR Bullet Camera					
7.	CCTV Cable					
8.	Hard Disk Drive 2TB					
9.	Hard Disk Drive 4TB					
10.	SMPS for 4 Camera					
11.	SMPS for 8 Camera					
12.	PVC Conduit Pipe					
13	Installation Charge					
	(applicable valid for					
	new installation					
	only. Not applicable					
	for repair/					
	maintenance related					
	works)					
14.	AMC Charge					
	(4 mandatory visits					
	per year on quarterly					
	basis. In addition,					
	visit on call as and					
	when required					
	without any					
	additional charges)					

	Signature
Place:	Name:
Date:	Designation:
ieal of the Company	(Authorized Signatory)