

66, Rajaji Salai Chennai 600 001

Ph: 2527 9719/9720/9703

Ref: CO/ITD/PG/673/2016-17

05.12.2016

Request for proposal

For

Rate Contract for Supply, installation, implementation and maintenance of Scanners with ranger software for Cheque Truncation System (CTS) and support for integration with Bank's own CTS software.

Indian Bank Head Office Information Technology Dept 66, Rajaji Salai, Chennai – 600 001

Website: www.indianbank.in

Email ID: <u>easwarkb@indianbank.co.in</u>

rnsahoo@indianbank.co.in





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I) Invitation for Bids (IFB)

Indian Bank, a premier nationalized Bank having its Head Office in Chennai has national presence with more than 2594 CBS branches apart from 40 administrative Zonal Offices. The Bank has its international presence in Singapore, Colombo and Jaffna. Total business handled by the Bank stands above Rs 3,00,000 Crores as on 31.03.2016.

The Bank has been a front runner in specialised banking and a leader in Rural development. The Bank has introduced Maestro Debit cards and Visa Credit cards. The Bank has brought out an exclusive Credit card for the common man, namely Bharat Card, the first of its kind in the banking industry.

The Bank is proposing to finalize Rate Contract for Supply, installation, implementation and maintenance of Scanners with ranger software for Cheque Truncation System (CTS) and support for integration with Bank's own CTS software. The estimated tentative requirement of CTS Cheque scanners is 1000. The requirement is indicative and may vary as per actual needs. Part-I of the quotation will consist of technical details and Part-II will be through online reverse auction process.

Interested eligible bidders may submit their quotation for Supply, installation, implementation and maintenance of Scanners with ranger software for Cheque Truncation System (CTS) and support for integration with Bank's own CTS software as specified in Part-I as per the following procedure.

Please note that your quotation is subject to and governed by the "terms, conditions, various clauses, including terms of payment, delivery, training, warranty, AMC, taxes etc. and conditions governing the repairs and maintenance during the warranty / AMC period mentioned in this RFP".

Benefits to Micro and Small Enterprises (MSEs) as per the guidelines of Public Procurement Policy issued by Government of India:

- 1) As per the above policy, Bank reserves the rights to procure 20% 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 their price within the price band of L1+15% and agree to bring down their price to L1 price.
- 2) If L1 bidder is an MSE, 100% procurement will be done from the L1 bidder subject to the other terms and conditions of the RFP.
- 3) In case of more than one such MSE, the supply shall be shared proportionately to tender quantity.
- 4) Special provision for Micro & Small Enterprises owned by Scheduled Castes or Scheduled Tribes. 4% out of the 20% shall be allotted to such MSEs, if participated in the tender.
- 5) MSEs are also exempted from payment of cost of bid documents and submission of bid security.
- 6) 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 any other body specified by Ministry of Micro, Small and Medium Enterprises.
- 7) 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).



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II) Procedure for submission of proposal

8) Part I contains compliance details of the specifications given in Annexure 4 for which quotation is called for. Part I enclosed to this letter should be filled and kept in a separate envelope marked "Technical quote for Rate Contract for Supply, installation, implementation and maintenance of Scanners with ranger software for Cheque Truncation System (CTS) and support for integration with Bank's own CTS software - Due on 30/12/2016 at 15.00 Hours". No column shall be left blank or altered.

- 9) Part II (Annexure 11) price breakup details to be submitted after online reverse auction process. The price to be quoted in the online reverse auction should include cost of scanner, duties, levies, freight, insurance, warranty, AMC but exclusive of VAT/CST/GST, service tax and octroi/entry tax.
- 10) Part I to be submitted in original 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.
- 11) Part I along with required documents should be put into (sealed) cover 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 him within the time stipulated as above (i.e 15.00 hours on 30/12/2016). The Technical quotations will be opened at 15:30 Hrs on 30/12/2016.

- 12)Bank has the right to accept or reject any quotation/cancel the tender at its sole discretion without assigning any reason thereof.
- 13) Proposal Content/Proposal Format:

The Bidders' proposals are central to the evaluation and selection process. Therefore, it is important that the Bidders carefully prepare the proposal and answer the questionnaires completely. The proposal should be prepared as outlined in Annexure 1. The quality of the Bidders' proposal will be viewed as an indicator of the Bidder's capability and interest in the project.

All costs incurred by the Bidders while participating in the bid process and subsequent presentations, demonstrations, and contract negotiation processes shall be absorbed entirely by the Bidders. All supporting documentation submitted with this proposal shall become the property of the Bank.





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14) Pre-bid Meeting

a) A pre-bid meeting is scheduled to be held at the following address at 11.00 hours IST on 14/12/2016. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting.

> Indian Bank, Head Office, Information Technology Department 66, Rajaji Salai Chennai – 600 001.

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

The bidder is requested to submit any queries/clarifications to the Bank at least two days before the date of meeting to the following mail ids.

easwarkb@indianbank.co.in rnsahoo@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 ported in our web site after the date of pre-bid meeting and informed to the bidders who have raised queries vide email.

III) Eligibility Criteria

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

- a. The Bidder should be a limited company and should be in existence in India for the last 3 years as on 30.09.2016.
- b. The bidder should be OEM / authorized reseller for the items quoted for (Proof to be submitted). Either OEM or authorized resellers (SI) on behalf of OEM can bid in a tender but not both.
- c. The Bidder should be having Positive Net Worth / Net profit in the following three financial years of the bidder 2013-14, 2014-15, 2015-16.
- d. The annual turnover should be Rs.50.00 crores or above in each of the following three financial years of the bidder 2013-14, 2014-15, 2015-16.

The Bidder should have supplied minimum of 450 Cheque scanners for Cheque Truncation (CTS) during last three financial years (cumulative) to Scheduled Commercial Banks



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in India. Copy of Purchase orders issued by Scheduled Commercial Banks should be submitted along with Technical Bid.

- f. Product should be in usage by banks for last 2 years as on the date of RFP and satisfactory certificate from the bank should be attached as proof.
- g. The Bidder should not have been blacklisted by any Government Dept/PSU/Banks currently.
- h. The model proposed to be quoted should be certified by Indian Bank before submission of technical bid.
- i. The Bidder/OEM should have Branches in Chennai, Delhi, Kolkata and Mumbai. Further, Bidder/OEM should have Branches / Service Centre Facilities / Franchises / Resident engineers in any of 25 places tabulated below. In case of franchises, copy of contract between the bidder/OEM and franchise should be attached in addition to address proof. For Resident engineers, identity proof and address proof for the location should be submitted.

Ahmedabad	Bangalore	Bhopal	Bhubaneswar	Chandigarh
Coimbatore	Cuddalore	Dharmapuri	Ernakulam	Ghaziabad
Guwahati	Hubli	Hyderabad	Jaipur	Kancheepuram
Karim nagar	Karnal	Kumbakonam	Lucknow	Ludhiana
Madurai	Patna	Pondicherry	Pune	Salem
Tirupathi	Thiruvananthapuram	Tirunelveli	Tiruvannamalai	Trichy
Vellore	Vijayawada	Visakhapatnam		

Also, undertaking letter from OEM for providing support in such places where bidders don't have above arrangement should be provided.

IV) a) General evaluation

- 1. The Bank will examine the quote to determine whether it is complete in all aspects, whether the documents have been properly signed and whether the quote is generally in order.
- 2. Bids will be short-listed based on the eligibility criteria specified in this bid document. The Proof of Concept for the model proposed to be quoted will form part of technical evaluation.
- 3. Bidder should submit bid security amount in the form of Bank Guarantee.
- 4. Bidder should not mention price of the scanners offered to Indian Bank along with the technical bid, otherwise the same will not be considered.
- 5. In case of bidder offering scanners and related software etc., not developed/manufactured by him, the bidder should have specific arrangement(s) with the OEM/distributor for supply, installation, implementation, maintenance and support during warranty and AMC. The bidder will be required to submit Manufacturers' Authorisation Form (Annexure 8).
- 6. The bid valid for a shorter period than 180 days from the last date for submission will be rejected as non-responsive.
- 7. The Bank may waive any minor informality, non-conformity, or irregularity in a quote which does not constitute a material deviation.

Bank may seek clarifications at the time of evaluation.



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- 9. Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of quotation document. For purposes of these clauses, a substantially responsive quote is one which conforms to all the terms and conditions of the quoted documents without material deviations.
- 10. Any effort by the bidder to influence the Bank in the process of evaluating bids and in decisions concerning award of the contract will result in the rejection of the bidder's bid.

b) Commercial evaluation

- 1. Technically qualified Bidders alone will be individually intimated to participate in the online reverse auction process. L1 shall be determined based on the total price quoted inclusive of the AMC for 4th and 5th year.
- 2. All optional items (if any) required for the scanners to perform CTS functions should be included in the technical and commercial bid and no additional cost towards the same will be considered.
- 3. The Bank's evaluation of a bid will take into account, in addition to the bid price quoted the following factors, if any
 - > The cost of supply, installation, implementation, testing and commissioning of supplied scanners, software and other hardware.
 - The cost of the other incidental services.
 - > Cost of inland transportation, insurance, and other costs within India incidental to delivery of the goods to their final destination.
 - ➤ Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of quote document. For purposes of these Clauses, a substantially responsive quote is one which confirms to all the terms and conditions of the quote Documents without material deviations.
 - No other additional cost will be considered for the entire scope of work during the entire contract period (warranty and AMC) except the amount quoted in the Commercial quote which is a breakup of the amount quoted by L1 bidder during the Reverse Auction
- 4. The calling for quote does not confer any right on the bidder for being awarded any purchase/rate contract order.
- 5. The Bank will be under no obligation to accept lowest or any other offer.

V) Introduction

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1. Background

RBI, as part of its initiative to reduce the clearing cycle in consonance with amendments to NI Act 1881 and Information Technology Act 2000 and subsequent amendments, had decided to introduce Cheque Truncation System (CTS). In CTS, the physical movement of cheques is curtailed at a point in the clearing cycle, beyond which the process is completed based only on the electronic data and images of cheques.

The Image Based Cheque Truncation system to be introduced will be in consonance with the amended Negotiable Instruments Act 1881, the amended Information Technology Act, 2000 and the amended Bankers' Book Evidence Act, 1891 and any other relevant laws of the country as may be specified by the Reserve Bank of India.



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2. Scope of Bid

- ii. Bidder should undertake for Supply, installation, implementation and maintenance of Scanners with ranger software for Cheque Truncation System (CTS) and support for integration with Bank's own CTS software. The scanners and integration support should comply with the specifications given in Annexure-4.
- iii. Bidder should provide training to Bank personnel on the operations of the scanners at all locations where scanners are installed.
- iv. Bidder should also provide training on the technical details of the scanners, API, UV & IQA software and help the Bank's staff to integrate scanners with Bank's own software.
- v. The Bidder should provide customization/integration support for the Scanners to meet RBI/NPCI/Bank requirements during warranty and AMC.
- vi. The quoted model to be certified by Indian Bank before submission of technical bid. Bidder has to provide scanner which is being proposed to be quoted against this tender to Bank for Proof of Concept (PoC). The Scanner proposed to be quoted should be given to Bank for PoC on or before the date of Pre-bid meeting. Bank may certify the same within 7 days from the date of Pre-bid meeting. Bidder should extend full support for PoC by deputing knowledgeable resources to make the PoC successful. All the charges in this regard should be borne by the bidder.
- vii. 3 years comprehensive onsite warranty maintenance covering replacement of all the spare parts including Power adapter, Rollers & belts, MICR head, Mylars & any other movable parts but excluding only those consumables mentioned in annexure 13, service onsite.
- viii. Comprehensive onsite AMC for 2 years after the expiry of 3 year warranty period covering replacement of all the spare parts including Power adapter, Rollers & belts, MICR head, Mylars & any other movable parts but excluding only those consumables mentioned in annexure 13, service onsite. After the period of 5 years, AMC shall be entered at mutually agreed rates, at the discretion of Bank.

3. Warranty & AMC

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- 3.1. In respect of all hardware products offered and supplied, the bidder shall offer three years onsite comprehensive warranty & two years onsite comprehensive AMC post warranty period which should cover replacement of all the spare parts including Power adapter, Rollers & belts, MICR head, Mylars & any other movable parts but excluding only those consumables mentioned in annexure 13 from the date of final acceptance.
- 3.2. During the warranty and AMC, the bidder shall be responsible for all costs relating to labour, maintenance (preventive and corrective) and transport charges from and to the Bank's Sites where scanner is installed.
- 3.3. In case of failure relating to system software in scanners etc., the Bidder shall ensure that system is made operational to the full satisfaction of the Bank in the shortest possible time. Such a clause will be incorporated in Service Level Agreement.

If any equipment supplied by the Bidder ceases to work during normal usage while in Warranty, the bidder has to replace the equipment at no cost to the Bank. Onsite Comprehensive AMC has to be renewed for subsequent 2 years after warranty period.



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- 3.6. AMC will be payable half yearly in advance and will be made by the respective Offices who have placed purchase orders on submission of invoices.
- 3.7. If for any reason the scanner needs to be taken offsite for the purpose of service obligation, replacement needs to be provided for business continuity. In no case the branch should be made to work without scanner for more than 24 hours.

4. Bid Security (Earnest Money Deposit) and cost Of Bid Document

- a. The Bidder should furnish, a bid security in the form of a bank guarantee issued by a scheduled commercial Bank or Foreign Bank located in India other than Indian Bank for a sum of Rs.25,00,000/- (Rupees Twenty Five Lakhs only) and valid for 225 days from the last date for submission of Bid, in the format specified in the bid document (Annexure 7) along with Part-I. Bank may seek extension of Bank Guarantee, if required.
 - Unsuccessful Bidders' bid security will be discharged or returned.
 - The successful Bidder's bid security will be discharged upon the Bidder signing the Contract.
 - The bid security may be forfeited if :
 - ✓ If a Bidder withdraws its bid during the period of bid validity or
 - ✓ In the case of a successful Bidder, the Bidder fails to sign the Contract within the specified time.
- b. 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.
- c. NSIC registered bidders are exempted from submission of cost of bid and bid security. Such bidders should submit the copy of registration certificate and other document as proof which should be valid for the current period.

5. Amendment of Bidding Documents

- 5.1. 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 requested by a prospective bidder(s), may modify the bidding document by amendment(s).
- 5.2. All prospective bidders will be communicated of the details of amendments and clarifications. Signed copy of the amended document should form part of the Technical Bid.

6. Clarification of Bids

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

7. Authorization to Bid

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the Tender document. The proposal must be signed by an official authorized to commit the bidder to the terms and conditions of the proposal. Bidder must clearly identify the full title and authorization of the designated official and provide a statement of bid commitment with the accompanying signature of the official and submit the copy of power of attorney / authority letter authorizing the signatory to sign the bid.

8. Procurement of items

The item as indicated for purchase from time to time for a period of one year from the date of Rate Contract order will be procured by Corporate Office / Zonal Offices of the Bank for its respective offices/ departments/ branches. For this purpose, Corporate Office or concerned Zonal Office of the Bank will place orders directly on the short listed vendor/s at the agreed prices of Rate Contract. The respective offices who have placed Purchase Orders will make the payments for the goods supplied or services rendered.

Bank shall arrive Lowest rate and L1 bidder for CTS Scanners which qualifies the specification provided. L2 bidder may be given opportunity to match with the L1 price within a week's time. Rate contract order will be issued to L1 and L2 bidders, if L2 bidder accepts L1 rate.

Corporate Office or concerned Zonal Office will place order directly with the short listed vendor/s as and when requirement arises.

9. Delivery

9.1. Deliverables

The Bidder should deliver scanners ordered by the Bank at the locations specified.

- a. The Bidder should install the scanners at the locations specified.
- b. The Bidder should provide necessary API software with license required for the scanners to be integrated with Bank's own software.
- c. The Bidder should provide necessary IQA & UV software with license required for assessing the quality of Images captured by the scanners.
- d. Licensed Ranger Software for each scanner supplied, along with Image Quality Analysis (IQA) software for verification of Cheque Image Quality as per RBI/NPCI requirements and for cheque scanning with all the above features including UV facility needs to be supplied for all the scanners.
- e. The Bidder should provide necessary support for all software/hardware to be supplied as part of this bid, during Warranty and AMC.
- f. User & Quick reference manuals should be delivered in hard & soft media.
- g. Training to be provided to staff/officers, other related operational people at branches/offices on the technical details of the scanners, API, dynamic endorsement, IQA & UV software and integration interface with Bank's own software. The Course content and programme schedule will be mutually decided by the Bank and the Bidder.

9.2. Delivery, Customization and Installation Schedule

The Bidder shall be responsible for delivery of required software and scanners at locations identified by the Bank within 4 weeks from the date of issue of purchase





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order and installed and commissioned within 2 weeks from the date of delivery. In respect of road permit locations, additional one week for delivery shall be given.

9.3. **Place of Delivery:** Will be informed at the time of placing order by the respective offices (Head Office/Bank's Zonal Offices at various locations in India). The locations for installation and service may be different from the place of delivery.

9.4. Key personnel

The bidder shall commit that the key personnel to be employed for the project have been sufficiently involved in the similar implementations. Bidder shall furnish an undertaking to provide a suitable replacement of the key personnel if they move out from the project.

9.5. Technical support

- a. Activities in the area of maintenance and support would be as follows:
 - Scanner Hardware maintenance & trouble shooting.
 - Adding additional functionalities based on future requirements.
 - Maintenance of scanners and any other hardware and software supplied under this bid.
- b. Amendments or modifications if any, in the standards made by RBI/NPCI or other supervisory and regulatory authorities, during the contract period, should be updated in the software by the Bidder.
- c. Help Desk: The Bidder has to provide off site help desk. Problems should be attended to immediately or within mutually agreed period in Service Level Agreement of reporting the same at the Bank's sites.

9.6. Delivery and Documents

Delivery of the goods shall be made by the Supplier within four weeks from the date of purchase order. Road permits will not be given / arranged by the Bank. The supplier has to make his own arrangements to deliver the items at the destinations.

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

- 1. Copy of the Supplier Invoice showing contract number, goods, description, Quantity, unit price, total amount;
- 2. Delivery Note, Railway Receipt or acknowledgement of receipt of goods from the Consignee duly counter signed by the Bank's Representative;
- 3. Original/Copy of Transit Insurance Policy and Original of Storage cum erection policy;
- 4. Manufacturer's / Supplier's Warranty Certificate;
- 5. Inspection Certificate issued by the Bank's Representative, if any.

10.Completeness of Implementation

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काँ का /c.o. आई टी डी /ITD The implementation will be deemed as incomplete if any component of the hardware as per purchase order issued, is not delivered or is delivered but not installed / integrated and / or not operational or not acceptable to the Bank after acceptance-testing / examination.

In such an event, the implementation will be termed as incomplete and not acceptable. Warranty period will commence only from the date of acceptance. The scanners will be accepted after complete commissioning and integration with Bank's own CTS software for Cheque Truncation System, digital signature and other hardware devices, and satisfactory working of the entire software package with all hardware components supplied as per this bid.



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11.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 Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the value of Goods delivered for each week or part thereof of delay until actual delivery. 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. Similarly, if the installation is not done within one week from the date of delivery, Liquidated Damages will be charged at 0.5% of value of goods installed for each week or part thereof of delay until actual installation is done. The installation of last item will be taken as date of installation for entire set of systems, for calculation of LD. However, the maximum LD deduction is restricted to 10% of Invoice price of goods. If the equipments are not delivered in time, the Bank may consider termination of the contract.

12.Confidentiality

The Bidder will be exposed to internal business information of the Bank, affiliates, and / or business partners by virtue of the contracted activities. The Bidder / their employees shall treat all data & information collected from The Bank during the project in strict confidence. The Bank is expected to do the same in respect of Bidder provided data / information. After termination of the contract also they should not divulge any data / information.

The successful bidder will have to enter into a Non Disclosure agreement with the Bank (Annexure 10) to safeguard the confidentiality of the Bank's business information, legacy applications and data.

13. Security features

The proposed hardware/software must have inbuilt security features to protect Confidentiality, Integrity and Availability of Bank's data.

14.Integrity Pact

Bidders should submit Integrity Pact (IP) as per Annexure 12 along with the bid. 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. IP should cover all phases of the contract.

15. Signing of Contract

Within fifteen (15) days of Purchase Order, the successful bidder shall sign the contract and return it to the Bank.

16.Limitation of Liability

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

a) IP Infringement indemnity

b) Bodily injury (including Death) and damage to real property and tangible property caused by vendor's gross negligence. For the purpose for the section, contract value



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at any given point of time, means the aggregate value of the purchase order placed by bank on the vendor that gave rise to claim, under this tender.

17.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.

18.Intellectual Property 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.

19. Training

For each component installed, the Supplier is required to train the Bank's designated personnel to enable them to operate effectively. Documentation of installation has to be provided after successful installation as per Annexure 6.

20.Bank's right to accept or reject any bid or all bids or rate contract

Bank enforces the right to accept or reject any bid, and to annul the bidding process and reject any/all bid/s at any time prior to award of Contract.

If the service provided by the vendor is found unsatisfactory or if at any time during the period of contract it is found that the information provided for the contract or any claim is false or if irregularities shown by the vendor for applying for the contract, the Bank shall reserve the right to cancel the contract and remove such vendors from rate contract without giving any notice to the vendor.

21. Pre-dispatch Inspection / Inspection of the Site

Post acceptance of the L-1 Quote, the Bank, if deemed fit, will inspect every vendor's site before providing any confirmed order for the Rate Contract. Further, the Bank, if deemed fit, will inspect any or all of the equipments/items to be supplied under this contract at vendor's site before shipment to respective Zonal Office/Branches of the Bank or before installation at the site, to verify that the equipments/items to be supplied under this contract shipped to Indian Bank are as per the technical specification specified in the purchase agreement.

22. Terms of Payment

(i) **On Delivery:** Eighty (80)% of the Purchase Order price of the delivered goods shall be paid within 15 days on submission of Invoice copy and proof of delivery duly counter signed by the Bank's representative, Original/Copy of Transit Insurance Policy & Original Storage cum erection policy.

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(ii) **On Installation:** Fifteen (15) % of the Purchase Order 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.

Installation Payment may be released, if the systems could not be installed within 3 months from the date of delivery, due to reasons attributed to Purchaser i.e. (Indian Bank) on production of Site Not Ready Certificate from the concerned Zonal Office/Branch, where the systems are delivered. In such cases, the supplier has to install the systems as and when required by the Bank, free of cost.

(iii) The remaining 5% of the Purchase Order amount 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 penalty if any, as per the "Penalty for downtime" stipulated. Also, 10% of AMC amount will be kept as retention money and will be released after AMC period, after deduction of penalty if any. AMC will be payable half yearly in advance.

The respective offices who have placed Purchase Orders will make the payments for the goods supplied or services rendered.

23. Insurance

The goods are to be insured by Supplier with Bank's name for an amount equivalent to 110% of the invoice value for Transit. The Supplier should also insure the goods for the invoice value under Storage Cum Erection Policy till three months from the date of delivery either by a single Policy for each and every supply or by a Master Policy for the items proposed to be supplied in future. If any loss incurred by the Bank due to Insurance not taken by the Successful Bidder, then the Successful Bidder should make good the loss to the Bank.

24.Penalty for downtime

The item that is reported to be faulty / malfunctioning should be fully repaired on the same day, if no spares are required and on the next working day, if spares are required. In case of vendor failing above standard, a standby arrangement should be provided till the machine is repaired (of equivalent or higher configuration). Public Holidays as declared at the respective centers are excluded for the above downtime calculation. In case vendor fails to meet the above standards of maintenance, penalty of **Rs. 250/- per day*** will be levied.

* Day means 4 or more hours in the first day and 24 hours or part thereof every subsequent day per occasion.

25. Negotiation

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

26.Disclaimer

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ं (0.01 कि.कि आई ती की /ITD 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

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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.

27.Indemnity Clause

If at the time of bidder/vendor supplying, installing the Hardware/Software and Support in terms of the present contract/order or subsequently it appears at any point of time that an infringement has occurred of any patents, trademarks or other rights claimed by any third party, then in respect of all costs, charges, expenses, losses and other damages which the Bank may suffer on account of such claim, the supplier shall indemnify the Bank and keep it indemnified in that behalf.

28. Patent Rights

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

29. Period of Validity of Bids

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

30.Acceptance of Purchase Order/ Rate Contract order

Vendor has to submit the acceptance of the rate contract within 7 days from the issue of Purchase order/Rate contract Order, duly signed by the authorized signatory.

31.Settlement of Disputes

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- a. If any dispute or difference of any kind whatsoever shall arise between the Bank and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or difference by mutual consultation.
- b. If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the Bank or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- c. 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. Submitting to arbitration may be considered as an additional remedy and it does not preclude the parties to seek redressal/other legal recourse.

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

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



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- (a) In case of dispute or difference arising between the Bank and a domestic Supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Bank and the Supplier; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the presiding Arbitrator, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, India which shall be final and binding on the parties.
- (b) If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Banks' Association, both in cases of the Foreign Supplier as well as Indian Supplier, shall appoint the Arbitrator. A certified copy of the order of the Indian Banks' Association making such an appointment shall be furnished to each of the parties.
- (c) Arbitration proceedings shall be held at Chennai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- (e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Banks' Association.
- d: 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 supplier any monies due to the supplier.

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

32.Applicable Law

Laws of India and any other guidelines having the force of law in India will be applicable.

33.Jurisdiction

Any dispute arising out of this order will be under the jurisdiction of Courts of law in Chennai.

34. Termination for Convenience

The Bank, by 30 days written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Supplier.

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under the Contract is terminated, and the date upon which such termination becomes effective.

The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the 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
- b. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

35. Termination for Default

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

- a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Bank;
- b) if the Supplier fails to perform any other obligation(s) under the Contract.
- c) If the Supplier, 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.

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 Supplier shall be liable to the Bank for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

36.Force Majeure

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36.1. The Supplier shall not be liable for forfeiture of its 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.

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



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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.

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

37. Confidentiality

The Supplier 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.

38.Coverage of all Banks under the EPF & MP Act 1952:

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.

39. Other terms and Conditions

- 1) Bank reserves the right to accept or reject any/all quotation/s at its sole discretion without assigning any reason thereof.
- 2) Comprehensive Onsite support to be provided by vendor/OEM directly in the location of installation during Warranty period and AMC period.
- 3) Any other equipment, devices, software required to operationalise the equipment is to be provided without any financial implications.
- 4) Make and Model of the items quoted should be furnished. The same quoted model needs to be supplied by the bidder. The same quoted model to be certified by the Indian Bank. Hence bidder to ensure that the quoted model would be available during the contract period. In case the quoted model is not available at the time of supply, bidder may supply model with higher configuration satisfying the purpose after obtaining written permission from the Bank.
- 5) Vendor has to provide technical documents, brochure etc for the items quoted.
- 6) Vendor has to provide single point of support for each of the items quoted.
- 7) Documentation of installation has to be provided after successful installation.

8) The rate contract fixed will be valid for a period of one year from the date of rate contract order issued. If agreed by both the Bank and the vendor/s, the same shall be extended for further period of one year.

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9) The calling for quote does not confer any right on the bidder for being awarded any rate contract order for Branches / Offices.

10) IPv6 compatibility: The equipments should be IPv6 compatible.

Annexure 1

Proposal Format

1. Proposal Response Guidelines

Bidders should ensure that their proposals clearly set out all the information requested in the following sections as well as in the order.

Bidders must provide individual and factual replies to specific questions required in the annexures.

References to sales or any other literature should be avoided even if the literature forms a part of the proposal.

All proposals must be duly stamped and signed by an authorised signatory for the Bidder on each page.

2. Proposal Format

This section provides the structure for Bidders to prepare their responses. Bidders are requested to follow this structure.

i. Technical Bid

Technical Bid for "Rate Contract for Supply, installation, implementation and maintenance of Scanners with ranger software for Cheque Truncation System (CTS) and support for integration with Bank's own CTS software" - Bid Ref. No. CO/ITD/PG/673/2016-17 dated 05.12.2016.

Bidders are requested to structure their technical proposals under the following sections:

a. Section I - Management Information Summary:

This section should be structured as follows:

- a. Introduction
- b. Summary of proposed systems
- c. Bidder's role
- d. Bio-data of Key professionals

b. Section II - Details:

This section should be structured as follows:

- a. Bidder Information
- b. Compliance to all points mentioned in eligibility criteria
- c. Bidder should submit Manufacturers' Authorization Form as per Annexure 8.
- d. Application Software
- e. Hardware and Operating System/System Software details/other software components required (indicative).
- f. Delivery
- g. Support and Training





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- h. Implementation
- Customisation policy and support
- j. Contractual Terms

c. Section III -Questionnaire.

The completed Questionnaire of relevant sections given in Annexure 2.

d. Section IV - Reference site details:

Quote minimum two reference sites in India. Give the bank's address and telephone number and the name and designation of the person(s) at each site that may be contacted to discuss the proposed systems.

Furnish all details as requested in Annexure 3.

e. Section V - Functional and Technical Requirements:

The completed Functional and Technical Specifications in Annexure 4.

One Set of entire bid document along with subsequent clarifications and amendments, if any, should be submitted signed by the authorised signatory in all pages.

f. Section VI - Bid Security

Bid security in the form of Bank guarantee as per Annexure 7.

ii. Commercial Bid

"Commercial Bid for Rate Contract for Supply, installation, implementation and maintenance of Scanners with ranger software for Cheque Truncation System (CTS) and support for integration with Bank's own CTS software – RFP. No. CO/ITD/PG/673/2016-17 dated 05.12.2016".

Commercial Bid format as per Annexure 11 (to be submitted after online reverse auction).







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Annexure 2 Questionnaire

(To be filled in by Bidder) 2.1. Bidder profile:

General	
Company Name	
Date of Incorporation	
Holding Company or Parent Company (if holding company, name of the parent company)	
Company's Address	
Contact details: Name, phone, fax and email	
Please provide details of ownership: private/public; ultimate parent; major shareholders. Any significant changes in ownership in the last two years?	,
Who are the primary shareholders? (Also indicate major shareholders with percentage holding in case of limited companies)	
Number of years in business	
Number of years of experience in Cheque Truncation System	
Account Representative	
Address and Phone no	
Certifications	
Please provide details of quality process certifications (e.g. CMM, ISO etc., enclose a copy)	
Staff	
Total number of employees	
Total number of employees for Maintenance	
Validity of BID and Expiration Date	
Any pending or past litigation (within 3 years)? If yes, please furnish details with present status.	





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<u>2.2.</u> <u>Financial Position</u> :(Enclose copy of audited statements)

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t			(110 III MORITIO)
	2013-14	2014-15	2015-16
Paid up Capital			
Tangible Net Worth			
Total Assets			
Total Sales (net of excise)			
PBDIT			
Profit after Tax			

Please attach annual reports / duly audited financial statements for the three financial years.

Date:

Signature of Authorised Official with seal





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Annexure 3

Reference Site Details

(Please furnish details of the reference sites where Scanner related to Cheque Truncation System only has been supplied by the **Bidder themselves**. Bidder should submit necessary documents as proof of the same)

1	Company Name	
2	Company Address	
3	Telephone Number	
4	Fax Number	
5	Contact Person's Name, Cell & E-mail ID	
6	What is or was the contact person's role in the implementation / project?	
7	Name of the Bank where Scanners have been supplied with details of purchase orders (copy of purchase order to be enclosed).	





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Annexure 4

PART-I

Functional and Technical Requirements

Date:

The Asst. General Manager CO: Expenditure Department Indian Bank 254-260 Avvai Shanmugham Salai Chennai 600 014.

Dear Sirs,

Sub: Rate Contract for Supply, installation, implementation and maintenance of Scanners with ranger software for Cheque Truncation System (CTS) and support for integration with Bank's own CTS software.

Ref: Your RFP No. CO/ITD/PG/673/2016-17 dated 05.12.2016.

Referring to your above RFP, we submit the compliance details of the specifications given below:

SPECIFICATIONS AND FEATURES:

Make:

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Model:

S. No	Specification	Complied/Not Complied with relevant details
1.	The Scanner should be capable of scanning a minimum of 60 cheques per minute. (DPM to be achieved with or without enabling UV feature at the time of scanning with Cheque length 6 inches or above)	Mention DPM Speed:
2.	Capacity of Auto Feeder minimum of 35 Cheques	Mention Capacity of Automatic Feeder:
3.	The scanner should have minimum of one output bin	Mention No. of output bins:
4.	During the Product life i.e warranty of 3 years and AMC of 2 years scanner should scan the cheques without degrading the image quality.	
5.	Scanner should scan the cheques as per RBI/NPCI requirement.	
6.	Support for Resolution of 100 dpi and 200 dpi	Mention Resolution supported:
7.	The scanner should support JFIF image format with JPEG compression Technology and TIFF image format with CCITT G4 compression Technology	
8.	The scanner should be compatible with Windows XP SP3 or above	List of compatible OS:



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S. No	Specification	Complied/Not Complied with relevant details
9.	The scanner should print a one line endorsement on the back of the cheque prior to/at the time of imaging of the cheque.	·
10.	Facility to be provided to scan already endorsed cheques separately for endorsing of minimum 44 digits in a different place.	
11.	The scanner should provide minimum four endorsements. It should not be overwritten/overlapping on each other	
12.	The auto feeder should be capable of feeding only one cheque at a time. Piggybacks, if any should be sensed and warning provided for. The scanner should never scan two instruments at a time. i.e scanning front side of one cheque and rear side of another cheque.	
13.	The scanner should read MICR data, print endorsement, capture front grey scale, front and back black and white images in a single pass.	
14.	The scanner should have the facility to identify the Ultraviolet Bands in the cheques	
15.	The scanner should have the facility to find areas where Ultra Violet Ink is erased or tampered.	
16.	The scanner should have the facility to find Counterfeit/Fraud/Doctored Cheques	
17.	All accessories including the Indian condition power cords needs to be supplied.	
18.	The scanner provided should be compatible with USB 2.0 technology and above, also USB interface cable to be provided	
19.	Scanner must support Ranger Software integration (by Ms Silver Bullet) and letter of confirmation from M/s. Silver Bullet for the same is to be submitted	
20.	Licensed Ranger Software for each scanner supplied, along with Image Quality Analysis (IQA) software for verification of Cheque Image Quality as per RBI/NPCI requirements and for cheque scanning with all the above features including UV facility needs to be supplied for all the scanners.	
21.	Necessary support for integration of scanner and IQA with Cheque Truncation Software developed by the Bank.	

List of deviations from the required specifications:

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



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We comply with all requirements, specifications, terms and conditions mentioned in the Bid Document except for the deviations mentioned above.

We agree for the delivery period of software, hardware and installation as per your above bid.

We agree to the terms of payment mentioned in your bid.

We offer onsite comprehensive warranty period of 36 months and AMC for subsequent 2 years from respective date of installation/satisfactory commissioning of scanners.

We agree for insuring the systems covering transit risk and also storage cum erection risk for a period of three months from the date of delivery at the destination.

We enclose the service support details for the given sites including the number of Engineers and technical brochures.

We enclose the list of clients to whom we have supplied CTS Scanners at the given centres.

We submit that we shall abide by your terms and conditions governing the quotations and Warranty & AMC mentioned in your bid.

We submit that the details given above are true to the best of our knowledge.

For

Office Seal Place: Date:

(Authorised Signatory)
Name:
Designation:
Mobile No:
Business Address:
Telephone No:
(at Chennai)
E-mail ID:





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Annexure 5

SELF DECLARATION - BLACKLISTING

The Assistant General Manager Information Technology Department Indian Bank, Corporate Office 254-260 Avvai Shanmugam Salai Royapettah, Chennai- 600 014, India.

Dear Sir,

Sub: Rate Contract for Supply, installation, implementation and maintenance of Scanners with ranger software for Cheque Truncation System (CTS) and support for integration with Bank's own CTS software.

Ref: Your RFP No. CO/ITD/PG/673/2016-17 dated 05.12.2016.

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:

Name:





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Annexure 6

PROFORMA OF INSTALLATION CERTIFICATE FOR ISSUE BY THE OFFICES AFTER SUCCESSFUL COMMISSIONING OF EQUIPMENT

•			Date:
Sub:	Certificate of	commissioning of equipme	<u>nt</u>
1.	good conditior remarks in F	along with all the standard a	ed below has/have been received in and special accessories (subject to spares in accordance with the installed and commissioned.
	(b) Descr (c) Quant (d) Date	cityof delivery	***************************************
2.	Details of acces account:	ssories/spares not yet supplied	and recoveries to be made on that
. [S.No.	Description	Amount to be recovered
3.	trained as per cor The supplier has	ntract terms. fulfilled its contractual obligat	tisfaction and operators have been ions satisfactorily* (or) all obligations with regard to the
•	(b)		
		Signature	
		Name	
	Design	nation with stamp	
*	Explanatory no	tes for filling up the certificate	s:
(a)	They have adhe	red to the time schedule sp locuments/drawings pursuant	ecified in the Purchase order, in
(b)	They have super	vised the commissioning of th	e equipment in time i.e. within the

period specified in the Purchase order, from the date of intimation by the Bank in

respect of the installation of the system.

(c) In the event of documents/drawings having not been supplied or installation and commissioning of the equipment have been delayed on account of the supplier, the extent of delay should always be mentioned.





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<u> Annexure 7</u>

BID SECURITY FORM

Whereas
KNOW ALL PEOPLE by these presents that We
the Bank binds itself, its successors, and assigns by these presents. Sealed with the seal of the said Bank this day of
THE CONDITIONS of this obligation are:

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

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

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

(Signature of the Bank)

NOTE: 1. Bidder should ensure that the seal and CODE No. of the signatory is put by the bankers, before submission of the bank guarantee.

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







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Annexure 8

MANUFACTURERS' AUTHORIZATION FORM

No	Dated
То	
Dear Sir:	
Quote Document dated	
having factories at(Name and accontract with you for the goods manufactured Bid). We hereby extend our full warranty services offered for supply by the above fit	who are established and reputable (name & descriptions of goods offered) (address of factory) do hereby authorize ddress of Agent) to submit a Quote, and sign the ured by us against the above IFB (Invitation for as per Conditions of Contract for the goods and rm against this IFB (Invitation for Bid). We duly in fulfilling all installation, technical support and by the Contract.
	Yours faithfully,
·	(Name) (Name of Manufacturer)

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







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Annexure 9

CONTRACT FORM

THIS AGREEMEN	T made the	day ot		, 2016 Betw	een Indian
Bank, having its Co	orporate Office at	254-260, Avva	ai Shanmugam	Salai, Chenn	ai 600 014
(hereinafter "the B	ank") of the one	part and	(Nam	ne of Supplier,) having its
Registered Office	at		(City and	Country of	Supplier)
(hereinafter called	"the Supplier") o	f the other par	t:		
WHEREAS the B	Bank invited bio	s for certain	Goods and	ancillary ser	vices viz.,
	/m / c m				

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) The Conditions of Contract;
 - (b) The Schedule of Requirements;
 - (c) The Bank's Notification of Award.
 - (d) The Bid Form and the Price Schedule submitted by the Bidder;
- 3. 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.
- 4. 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 Supplier, are as under:

Particulars	Amount in Rs.

VALUE: Rs.

DELIVERY SCHEDULE:





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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:	

(The above format is illustrative only and may be suitably modified later by the Bank)





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Ph: 2527 9719/9720/9703

Ref: CO/ITD/PG/673/2016-17

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Annexure 10

NON DISCLOSURE AGREEMENT

THIS AGREEMENT made and entered into aton this theday of2016 between INDIAN BANK , a body corporate constituted under the Banking Companies (Acquisition 8 Transfer of Undertakings) Act 1970, having its Corporate Office at 254-260, Avvalor
Shanmugam Salai, Chennai 600 014, hereinafter called the "BANK" which term shall
wherever the context so require includes its successors and assigns
AND
Limited a company registered under the Companies Act having its registered office
at hereinafter called the " " which term shall wherever the
context so require includes its successors and assigns, WITNESSETH :

WHEREAS

The Bank is interalia engaged in the business of banking and in the course of such business activity have been providing the facility of Cheque Truncation System to its clients and corporates.

M/s has been engaged in the business of supply and installation of computer systems.

The parties intend to engage in discussions and negotiations concerning establishment of business relationship between them. In the course of discussions and negotiations, it is anticipated that the parties may disclose or deliver to other certain or some of its trade secrets or confidential or proprietary information for the purpose of business relationship.

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

1. Confidential information-

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

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

2. Use of Confidential Information -

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 material derived from the disclosing

party to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to access to knowledge 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





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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:

- i. Is already known to the Receiving party at the time of the disclosure without an obligation of confidentiality.
- ii. Is or becomes publicly known through no unauthorized act of the Receiving party.
- iii. Is rightfully received from a third party without restriction and without breach of this agreement.
- iv. Is independently developed by the Receiving party without use of the other party's Confidential information and is so documented.
- v. Is disclosed without similar restrictions to a third party by the Party owning the confidential information.
- vi. Is approved for release by written authorization of the disclosing party; or
- vii. 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

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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 contemplated herein the Receiving party shall immediately cease any or all disclosures or uses of confidential information and at the request of the disclosing party, the receiving party shall promptly return or destroy all written, graphic or other tangible forms of the confidential information and all copies, abstracts, extracts, samples, note or modules thereof

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

5. Title and Proprietary rights

Notwithstanding the disclosure of any confidential information by the disclosing party to the receiving party, the disclosing party shall retain title and all intellectual property and proprietary rights in the confidential information. No license under any trademark, patent or copyright or application for same which

are nor or thereafter may be obtained by such party is either granted or implied by the

conveying of confidential information.



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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 it 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 supersedes 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.

11.Jurisdiction

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

12.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

BANK

(The above format is illustrative only and may be suitably modified later by Indian Bank)







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Annexure 11

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

Format of Commercial Quote for scanner for Cheque Truncation System

(As the commercial Bidding will be through Reverse Auction, commercial bid in physical form need not be submitted along with technical bid. In case it is submitted it will be summarily rejected)

Date:

The Asst. General Manager CO: Expenditure Department Indian Bank 254-260 Avvai Shanmugham Salai Chennai 600 014.

Dear Sirs,

Sub: Rate Contract for Supply, installation, implementation and maintenance of Scanners with ranger software for Cheque Truncation System (CTS) and support for integration with Bank's own CTS software.

Ref:	1. Y	'our R	FP N	10. C	D/ITC)/PG,	/673/	/2016	5-17	dated	05.1	2.2016
------	------	--------	------	-------	-------	-------	-------	-------	------	-------	------	--------

Online Reverse Auction Dated	2.	Online	Reverse	Auction	Dated	
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Further to the online reverse auction conducted on ______, we submit hereunder the price details for Rate Contract for Supply, installation, implementation and maintenance of Scanners with ranger software for Cheque Truncation System (CTS) and support for integration with Bank's own CTS software as per the specifications given in Part-I.

I: Price of CTS Scanner:

Item Description	Unit Price with 3 years warranty (Rs.)*
Scanner for Cheque Truncation System	
Cost of perpetual License for Ranger Software	
Total	

^{*} Price is inclusive of all taxes, duties, levies, freight, insurance, delivery, installation charges and Labour charges, Warranty etc, but exclusive of VAT/CST/GST, Service tax only. Octroi/entry tax, if applicable, will be reimbursed on production of original receipt. TDS if any, will be deducted from the payment.

II: Details of Annual Maintenance Charges (AMC) charges for 4th and 5th year

	S.No.	AMC for scanner under Rate Contract Purpose as above	AMC Amount per Unit (Rs.) **
	1	4 th year AMC	
07	2	5 th year AMC	
1	1 to 1	Total	



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** Price is inclusive of all charges but exclusive of taxes.

III: Summary

S.No.	Description	Amount in Rupees per unit
1	Cost of CTS Scanner (As per Total of item I)	•
2	Total AMC Charges for 4 th & 5 th year for one CTS Scanner. (As per Total of item II)	
	Grand Total (Total of S.No. 1 and 2)	

Grand Total Amount in words: Rupees

Note:

- 1. Grand Total price as per Total of item no. III to be quoted by the bidder in the online reverse auction.
- 2. Free Warranty period should not be less than 36 months for all hardware and software from the date of final acceptance.

We submit that we shall abide by the details given above and terms and conditions given in Bid document.

Office Seal

Place:

For

(Authorized Signatory)

Name:

Designation:

Mobile No:

Business Address:

Telephone No:

E-mail ID:





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<u>Annexure 12</u>

INTEGRITY PACT

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LIN		ur	T 1	T /4	~ .	Dt	. I W t	: 61

Indian Bank hereinafter referred to as "The Bank"

And

Hereinafter referred to as "The Bidder/Contractor"

Preamble

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 it 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)

- (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



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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.

<u>Section 3</u> – 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.

<u>Section 4</u> – Compensation for Damages

* INDIA

काँ.का IC.O. आई दी ही /ITD (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.



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<u>Section 5</u> – 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.

<u>Section 6</u> – 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 Subcontractors/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.

<u>Section 7</u> - 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



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treat the information and documents of the Bidders/Contractors as confidential. He reports to the Authority designated by the Bank.

- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentations of the Bank including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidders)/Contractors(s)/Subcontractors(s) with confidentiality.
- (4) The Bank will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Bank and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Bank and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the Authority designated by the Bank, within 8 to 10 weeks from the date of reference or intimation to him by the Bank and, should the occasion arise submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to Authority designated by the Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Authority designated by the Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

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

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

Section 10 - Examination of Books of Accounts

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



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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.

(For & On behalf of the Bank	(For & On behalf of Bidder/Contractor)	
(Office Seal) PlacePlace	(Office Seal)	
DateDate		
Witness 1:		
Witness 1:		
(Name & Address)	(Name & Address)	
	· · · · · · · · · · · · · · · · · · ·	
Witness 2:	Witness 2:	
(Name & Address)	(Name & Address)	



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Annexure 13

Cost of Consumables and Spares

All the individual spare parts of CTS Scanners should be mentioned along with its cost.

SI No	Component	Model/Make/ Configuration(if any)	Cost, exclusive of taxes (in Rs.)
1	Cartridge		
2	Power Cable		
3	Printer to Board Cable		

Note:

- a. The bank reserves the right to purchase the consumables from any other vendor however it will be the responsibility of the successful bidder to support.
- b. The price of spare parts should be in line with the market rates.
- c. Prices should be quoted as per the specification in this RFP document.
- d. Bank is free to negotiate the prices of spare parts with the L1 vendor of the scanner, if Bank feels that the prices quoted are not in line with Market price.

SIGNATURE

(Name & Designation, seal of the firm)





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CHECKLIST

S.No.	. Criteria	Documents to be submitted as proof
1	The bidder should be a limited company and should be in existence in India for the last years as on 30.09.2016.	Copy of Certificate of Incorporation
2	The bidder should be OEM / authorized reseller for the items quoted for. Either OEM or authorized resellers (SI) on behalf of OEM can bid in a tender but not both.	Manufacturer Authorization form for each item quoted as format given in the Annexure 8 to be submitted.
3	The Bidder should be having Positive Net Worth/Net profit in the following three financial years of the bidder 2013-14, 2014-15, 2015-16.	Copy of Audited Balance Sheet.
4	The annual turnover should be Rs.50.00 crores or above in each of the following three financial years of the bidder 2013-14, 2014-15, 2015-16.	
5	The Bidder should have supplied minimum of 450 Cheque scanners for Cheque Truncation System (CTS) during last three financial years (cumulative) to Scheduled Commercial Banks in India.	Copy of Purchase orders issued by Scheduled Commercial Banks in India.
6	Product should be in usage by banks for last 2 years as on the date of RFP and satisfactory certificate from the bank should be attached as proof.	Satisfactory letter from Bank
7	The Bidder should not have been blacklisted by any Government Dept/PSU/Banks currently.	Self Declaration as per the format given in Annexure 5 should be attached.
8	The model proposed to be quoted should be certified by Indian Bank before submission of technical bid.	Certificate on Proof of Concept should be submitted.
9	Technical Compliance	Compliance to be given as per Part – I.(Annexure 4)
10	Scanner must support Ranger Software integration (by M/s. Silver Bullet)	Letter of confirmation from M/s Silver Bullet for the same is to be submitted
11	The Bidder/OEM should have Branches in Chennai, Delh Bidder/OEM should have Branches / Service Centre Facilities in any of 25 places tabulated below — Copy of latest tele agreement as proof of address. In case of Franchise, copy of and franchise should be attached in addition to address pro	s / Franchises / Resident engineers phone bill / electricity bill / rental f contract between the bidder/OEM of. For resident engineers, identity

Ahmedabad	Bangalore	Bhopal	Bhubaneswar	Chandigarh
Coimbatore	Cuddalore	Dharmapuri	Ernakulam	Ghaziabad
Guwahati	Hubli	Hyderabad	Jaipur	Kancheepuram
Karim nagar	Karnal	Kumbakonam	Lucknow	Ludhiana
Madurai	Patna	Pondicherry	Pune	Thiruvananthapuram
Salem	Tirupathi	Tirunelveli	Tiruvannamalai	Trichy
Vellore	Vijayawada	Visakhapatnam		

proof and address proof for the location should be submitted.

Also, undertaking letter from OEM for providing support in such places where bidders don't have above arrangement should be provided.

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