



**REQUEST FOR PROPOSAL**  
**FOR**  
**SUPPLY, INSTALLATION &**  
**MAINTENANCE OF**  
**225 Nos.**  
**of**  
**SELF SERVICE PASSBOOK KIOSKS**

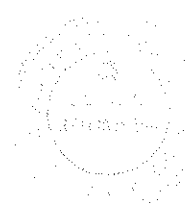
**Last Date for Submission of BID: 28/02/2017**

**Indian Bank**  
**Information Technology Department**  
**Head Office,**  
**66, Rajaji Salai,**  
**Chennai - 600 001**



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**SECTION-I**
**INVITATION FOR BIDS (IFB)**

Indian Bank is a premier Nationalised Bank with over 2600 Branches and having a business of over Rs. 3.00 Lakh Crores. The Bank had been a forerunner in absorption of technology and has many first to its credit in implementation of IT in banking. Bank has been serving the nation with a team of dedicated staff for more than 109 years. The Bank has overseas presence through three Branches in Singapore, Colombo and Jaffna has reciprocal arrangements with various Foreign Banks across the globe. The Bank has already networked over 2600 locations spread across the country and have implemented Core Banking Solution in all the Branches. Bank has installed over 2800 ATMs, introduced Debit Cards, Credit Cards and Exclusive Credit Card "Bharat Card" for common man – first of its kind in the Banking industry. Banking services are offered through Multiple Delivery Channels like ATM, BNA, Passbook Kiosks, Internet Banking, Telebanking, Mobile Banking etc. Bank is also partnering various e-governance initiatives of Govt. of India and State Governments

The organizational structure of the bank consists of 3 tier i.e. Corporate Office, Zonal Offices and branches. The bank is having customer base of over 450 Lakhs and volume of transactions to the tune of 60 Lakhs per day.

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

Indian Bank invites sealed bids from the eligible OEMs for Supply, Installation and maintenance of 225 Nos. of self-service passbook kiosk with monitoring/management software as described in the bid document. The bid document consists of two parts. Part-I of the bid document consist of Technical and other eligibility details and Part-II consist of commercial details through online reverse auction process. The details regarding bid are given below

<b>Tender Reference</b>	CO/ITD/PROC/681/2016-17
<b>Date of RFP</b>	<b>06.02.2017</b>
Fees for RFP Document (non-refundable)	<b><u>Rs.10,000/- (Rupees Ten thousand only)</u></b>
Earnest Money Deposit	<b><u>Rs.25,00,000/- (Rupees Twenty Five lakhs only)</u></b>
Date, Time and Venue of Pre-bid meeting	<b>09.02.2017 at 15.00 hours</b> at Indian Bank, Head Office, 2nd Floor, 66, Rajaji Salai, Chennai - 600 001
Last Date, Time and Place for receipts of tender offers	<b>28.02.2017 at 15.00 hours</b> at Expenditure Department, Indian Bank, Corporate Office, 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600014
Date, Time and Place of Technical Bid Opening	<b>28.02.2017 at 15.30 hours</b> at Indian Bank, Corporate Office, 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600014



Address for Communication	Asst. General Manager (ITD) IT Department, Indian Bank, Head Office, 2 <sup>nd</sup> Floor, 66, Rajaji Salai, Chennai - 600 001
Contact Telephone Numbers	044-25269720, 044-25269703
Email Id:	<a href="mailto:deepak.sarda@indianbank.co.in">deepak.sarda@indianbank.co.in</a> <a href="mailto:easwarkb@indianbank.co.in">easwarkb@indianbank.co.in</a>

OEM/SI herein will be referred to as bidder.

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

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

Fees for RFP document Rs.10,000/- (Rupees Ten thousand only) (a non refundable fee) to be paid in the form of Demand Draft issued by a Scheduled Commercial Bank in favour of "Indian Bank" payable at Chennai at the time of Part-I if not participated in the pre-bid meeting and Earnest Money Deposit of Rs.25,00,000/- (Rupees Twenty Five lakhs only) in the form of Bank guarantee should be submitted along with the "Technical Offer". Late bids will summarily be rejected. NSIC registered bidders are exempted from submission of cost of bid and bid security.

In the event of non- payment of the fee of Rs 10,000/- towards the RFP form at the time of submission of the offer, the offer will not be accepted/opened/considered.

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



**SECTION-II**  
**INSTRUCTION TO BIDDERS**

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**SECTION-II****INSTRUCTION TO BIDDERS****1. Introduction:**

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

**2. Pre-bid Meeting and bid fee:**

a. A Pre-bid Meeting is scheduled to be held at the following address at 15.00 hours IST on **09.02.2017** Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting.

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

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

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

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

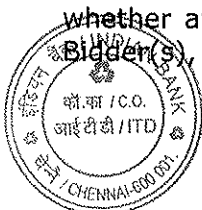
[deepak.sarda@indianbank.co.in](mailto:deepak.sarda@indianbank.co.in)

[easwarkb@indianbank.co.in](mailto:easwarkb@indianbank.co.in)

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

**3. Amendment of bidding documents**

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



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

#### **4. Documents constituting the bid**

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

##### **4.1.1 Technical Bid**

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

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

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

- a. that, the Bidder has the financial and technical capability necessary to perform the Contract;
- b. that, the Bidder meets the Qualification requirements.

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

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

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

**4.1.5** To deliver the equipments within 6 weeks from date of delivery instructions issued by the bank. In respect of Road Permit locations, additional one week for delivery shall be given.

**4.1.6** To start & complete installation of the kiosks within 1 week after delivery.

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

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

**4.1.9** The bank will evaluate the bids as per the evaluation sheet (Annexure-5) and the minimum mark for qualification will be 85.

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

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

##### **4.1.2 Commercial Bid**



Commercial offer should give all the relevant price information in line with "Price Composition" (Point no. 4.1.11). No information should be kept blank and no options

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should be quoted. Offer should be in strict conformity with the format as given in Section VIII, PART -II.

**4.1.11 Price Composition**

- a. The price quoted should be in Indian rupees only.
- b. The prices offered shall be on a fixed price basis and should not be linked to the Foreign exchange.
- c. The Prices offered should be inclusive of following:
  - Cost of the equipment (Cost of Self Service Passbook Printer, touch screen monitor, terminal, CPU, QR code printer).
  - All taxes, duties, levies, freight, insurance, delivery, installation charges, grouting charges, shifting from branch to ATM 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.
  - Transportation and forwarding charges to respective sites.
  - Insurance to cover the equipment from transit period till installation. (If installation is delayed, the insurance cover should be available up to minimum 3 months from the date of delivery).
  - Installation & commissioning charges, Training, etc., if any.
  - Grouting the Passbook kiosks in ATM rooms Offsite/Onsite. Grouting is one time activity; any additional request for grouting, charges will be paid at mutually agreed rates
  - 3 years comprehensive onsite warranty maintenance covering all parts(except consumables as mentioned in Annexure-2) and service for onsite/offsite locations.
  - Comprehensive onsite AMC for 2 years after the expiry of 3 year warranty period covering all parts (except consumables as mentioned in Annexure-2) and service for onsite/offsite locations.
- d. Annual Maintenance Charges for 2 years covering all parts, service, and preventive maintenance service visits to the concerned branches / locations (after expiry of 3 years comprehensive onsite warranty) should be mentioned in the Section VIII, PART -II.
- e. Refusal/failure to commit supply of Self Service Pass Book Kiosks as per offer may result in disqualification of the bidder from this process as well as other procurements of Bank.
- f. Consumables like Labels, Printing ribbon etc will be borne by the Bank. The successful Bidder should submit the cost of the consumable items in separate format as per Annexure - 2.

**The TCO (Total Cost of Ownership) should include all the components mentioned in the Bill of Material format as mentioned in Section VIII, PART -II without any deviations. No option should be given in the offer.**

**5 Evaluation and Comparison for Reverse Auction**

5.1 The bank may use the services of external consultants for bid evaluation.



Only those bids which are found to be technically responsive as per the evaluation sheet (Annexure-5) will be informed of the date/ time / venue of reverse auction.



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5.3 The technical bids will be evaluated as per eligibility criteria. Thereafter the bank reserves the right of selection of vendor by opening of Commercial Bids or rates quoted by the vendors in reverse auction (who are found eligible after evaluation of Technical Bids).

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

All bids submitted shall also include the following information

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

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

All bids submitted shall also include the following information

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

7.2 The documentary evidence of conformity of the goods and services to the Bidding Documents may be in the form of literature, drawings and data, and shall consist of:

- a. a detailed description of essential technical and performance characteristics of the goods;
- b. an item-by-item commentary of the Purchaser's Technical Specifications demonstrating responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

**8 Bid Security (Earnest Money Deposit)**

The Bidder should furnish, as part of their bid, bid security in the form of a bank guarantee issued by a scheduled commercial Bank located in India for a sum of Rs.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 (form-2 in Section VII). Bank may seek extension of Bank Guarantee, if required.

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

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

8.3 The Bid Security may be forfeited if,

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

or

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

## **9 Period of validity of Bids**

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

## **10 Authorisation to bid**

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

## **11 Format and signing of Bid**

11.1 All pages of the bid, except for unamended printed literature, shall be initialled by the person or persons signing the bid.

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

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

## **12 Sealing and marking of Bids**

12.1 The Bidder shall seal the Part I of the bid in separate envelope, duly marking the envelope as Supply, installation and maintenance of 225 Nos. of Self Service Passbook kiosk at Branches/Offices"- PART I – Technical". "PART II – Commercial" will be called through Online Reverse Auction Process.

12.2 The envelope shall:

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

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



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- b. bear the name **Supply, installation and maintenance of Self service passbook kiosk** and a statement: "**DO NOT OPEN BEFORE 28.02.2017**", to be submitted with the time and the date specified below.

**13 Deadline for submission of Bids**

- a. Deadline for bid submission is 28.02.2017 at 03.00 P.M. In the event of the specified date for the submission of bids, being declared a Holiday for the Bank, the bids will be received up to the appointed time on the next working day.
- b. The Bank may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents, in which case all rights and obligations of the Bank and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- c. Any bid received by the Bank after the deadline for submission of bids prescribed by the Bank will not be accepted and returned unopened to the Bidder.

**14 Opening of Bids by Bank**

14.1 The Bank will open the part I of the bid (Technical bid) in the presence of officers authorised for the purpose and bidders' representatives at 3.30 P.M on 28.02.2017.

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

**15 Clarification of Bids**

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

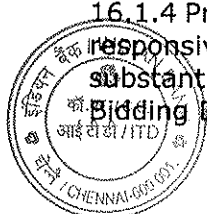
**16 Evaluation Criteria for bids****16.1 General /Technical Evaluation**

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

16.1.2 The Bank may waive any minor informality, non-conformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

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

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



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16.1.5 The Bidder should satisfy all the Qualification Criteria and technical specification (with minor deviations) mentioned in Section VI & VIII (in page Nos 33 and 49 respectively) of this bid.

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

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

## **16.2 Commercial evaluation**

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

16.2.2 The Price quoted is inclusive of All taxes, duties, levies, freight, insurance, delivery, installation charges, grouting charges, shifting from branch to ATM 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.

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

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

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

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

It is accepted that the bidder should be able to support the 225 kiosks in any parts of India. Bank at its discretion may revise the number of Kiosks at the time of order. Bank may procure 25% of additional pass book kiosks over and above the quantity mentioned in this RFP from the awardee(s) of the contract within 6 months from the date of purchase order at the same price and terms & conditions of this tender.

## **19 Liabilities of Bank**

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

## **20 Signing of Contract**

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



**21 Bid and Proposal Ownership**

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

**22 Bid Pricing Information**

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

**23 Disclaimer**

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

**24 Negotiation**

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

**25 Awarding of Contract**

Purchase order for Supply, installation and maintenance of 225 Nos. of Self Service Passbook kiosks will be issued to lowest quoted (L1) Bidder.

**26 Unsatisfactory Performance:**

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

**27 Acceptance of Purchase Order**

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

**28 Others terms and conditions.**

a) All the Kiosks supplied under this order should be of same properties and characteristics including the components used in manufacturing.



- b) The Bank will be installing any third party software for monitoring the kiosk. The performance should not get degraded.
- c) No additional or different terms and conditions proposed by the bidder would be accepted unless expressly assented to in writing by the bank.
- d) Bank reserves the absolute right to reject the offer if it is not in accordance with its requirements and no further correspondence, whatsoever, will be entertained by the Bank in the matter
- e) Each bid should specify only a single solution which should meet the tender specifications and should not include any alternatives.
- f) The bidder shall also indemnify Bank against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the goods, software(s), hardware(s) or any part thereof in India and abroad.
- g) To assist in the scrutiny, evaluation and comparison of offers Bank may, at its discretion, seek clarification from the bidder(s). The request for clarification and the response shall be in writing/through e-mail and no change in the price or substance of the bid shall be sought, offered or permitted.
- h) In the event of any claim asserted by the third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof, the bidder shall act expeditiously to extinguish such claims. If the bidder fails to comply and Bank is required to pay compensation to a third party resulting from such infringement, the bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. Bank will give notice to the bidder of such claims, if it is made.
- i) The authorised representative of the bidder shall submit a non-disclosure agreement given in Annexure-3 herein on behalf of the Bidder Company and individual capacity of all the persons contracted.
- j) The proposed kiosk and solution should be scalable enough and must be capable of Banks plan of the incremental expansion of approximately 5000 kiosks to meet the growth requirements.
- k) The self-service Passbook kiosk would be placed in the Branch premises initially and may later be moved to the Onsite ATM rooms. Bidder has to support the branch in shifting of kiosk from branch premises to Onsite ATM room and making it live at no extra cost to bank. However the cost related to shifting kiosk will be borne by the bidder only. In case of shifting of the existing Kiosk to another branch/Zone etc, the cost of such transportation would be borne by the Bank. However, it will be the responsibility of successful bidder for reinstallation of passbook kiosk without any additional cost to the bank
- l) 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.



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- m) Names of two buyers to whom similar equipments are supplied, installed and commissioned in the recent past and to whom reference may be made by the Bank regarding the bidder's technical and delivery ability:

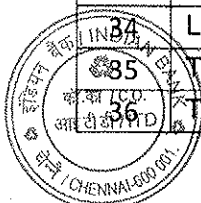
1. -----

2. -----



**SECTION III**
**CONDITIONS OF CONTRACT**
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## SECTION III

**CONDITIONS OF CONTRACT****1. DEFINITIONS**

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

- a. **"The Contract"** means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- b. **"The Contract Price"** means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- c. **"The Goods"** means all of the equipment, machinery, and / or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- d. **"The Services"** means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Contract;
- e. **"The Purchaser"** means Indian Bank.
- f. **"The Supplier"** means the Company supplying the Goods and Services under this Contract.
- g. **"The Project Site"**, where applicable, means the place of delivery of equipments.

**2. USE OF CONTRACT DOCUMENTS AND INFORMATION;**

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

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

**3. CONTRACT PERIOD**

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



**4. PATENT RIGHTS**

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

**5. PERFORMANCE SECURITY**

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

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

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

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

**6. INSPECTIONS AND TESTS**

**6.1** The Purchaser or its Representative/s shall have the right to inspect and / or test the Goods to confirm their conformity to the Contract specifications. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any Representatives retained for these purposes.

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

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

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

**6.5** The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the destination shall in no way be limited or waived by reason of the



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Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods' shipment.

**7. PACKING**

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

**8. DELIVERY AND DOCUMENTS**

Delivery of the goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. Road permits will not be given / arranged by the purchaser. The supplier has to make his own arrangements to deliver the goods at the destinations. Bank official will sign required documents for obtaining Road Permit which needs to be arranged by the successful bidder.

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

- (i) Copy of the Supplier Invoice showing contract number, goods, description, distinct serial Numbers of individual items, quantity, unit price, total amount;
- (ii) Delivery Note, Railway Receipt or acknowledgement of receipt of goods from the Consignee duly counter signed by the Purchaser's Representative;
- (iii) Original/Copy of Transit Insurance Policy and Original of Storage cum erection policy;
- (iv) Manufacturer's / Supplier's Warranty Certificate;
- (v) Inspection Certificate issued by the Purchaser's Representative, if any.

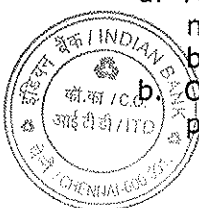
**9. INSURANCE**

The goods supplied under the Contract shall be fully insured against loss or damage incidental to transportation, storage and erection. The transit insurance shall be for an amount equal to 110 percent of the invoice value of the Goods from "Warehouse to final destination" on "All Risks" basis including War Risks and Strikes.

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

**10. INTEGRATION**

- a. As per the architecture of the bank, the Kiosk has to send the passbook account number with the designated fields to the backend server/system specified by the bank.
- b. On receipt of the data in XML format, the data to be appropriately printed in the passbook.



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- c. Any error or outage should be appropriately displayed to the customer. (List of errors are given in Annexure – 1)
- d. MIS reports are to be submitted as required by the bank for calculating the payment.
- e. The bank is already having software which is running on a different server and having interface with CBS server for fetching data. Bidder has to provide interfacing software between Kiosk management and monitoring server and this server. There should not be direct interface between Kiosk management & monitoring server and CBS server for fetching data.

**11. INCIDENTAL SERVICES****11.1** The Supplier is required to provide the following services.

- a. Performance or supervision of on-site assembly (If kiosk services required onsite assembling) and / or start-up of the supplied Pass book kiosks.
- b. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- c. Performance or supervision or maintenance and / or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this contract.
- d. Training of the bank personnel (onsite training to staff members available at individual locations for 1 dedicated working day), start up, operation, maintenance and / or troubleshooting of the supplied goods and on the operating system and kiosk software at the time of installation. It will be the responsibility of Successful bidder to ensure that complete training is provided to the Bank's personnel.
- e. Technical support through one onsite resource to be provided at the Bank's Head office from 9.00 AM to 5.00 PM on all working days of the bank to ensure uptime of the pass book kiosks supplied and also to ensure 100% data pulling from the kiosks and to provide required MIS.
- f. Prices charged by the bidder for the incidental services should be factored in the price quoted and cannot be separately quoted.

**12. COMPREHENSIVE ONSITE WARRANTY& AMC**

**12.1** The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and / or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

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



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

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

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

### **13. PAYMENT TERMS**

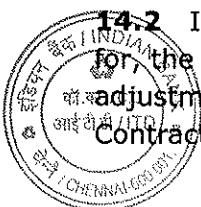
- I. **On Delivery:** Eighty (80)% of the cost or invoice price of the delivered goods shall be paid within 15 days on submission of Invoice copy and proof of delivery duly counter signed by the Bank's representative, Original/Copy of Transit Insurance Policy & Original of Storage cum erection policy.
- II. **On Installation:** Ten (10)% of the cost or invoice price of Goods received shall be paid upon installation/configuration of hardware within 15 days on submission of Installation Certificate duly counter signed by the Bank's representative.
- III. Payment may be released, if the systems could not be installed within 3 months from the date of delivery, due to reasons attributed to Purchaser i.e. (Indian Bank) on production of Site Not Ready Certificate from the concerned Zonal Office/Branch, where the kiosk are delivered. In such cases, the supplier has to install the kiosk as and when required by the Bank, without any cost to the bank.
- IV. The remaining Ten (10)% of the total Purchase Order amount (exclusive of AMC) will be kept by the Bank as retention money, during the warranty period and the same will be released after the warranty period after deduction of further penalty if any, as per the "Penalty for downtime" stipulated. Also, 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. Octroi / Entry Tax actually incurred will be reimbursed on submission of Original Receipt issued by the appropriate authority. Bank official will sign required documents for obtaining Road Permit which needs to be arranged by the successful bidder. For all the payments to be made, against Bank Guarantee, the Bank Guarantee shall be issued by a Scheduled Commercial Bank/ foreign Bank located in India in the format enclosed.

### **14. CHANGE ORDERS**

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

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

**14.2** If any such change causes an increase or decrease in the cost of, or the time required for the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall be amended accordingly. Any claims by the Supplier for adjustment under this



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clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

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

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

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

**16. LIQUIDATED DAMAGES**

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

**17. TERMINATION FOR DEFAULT**

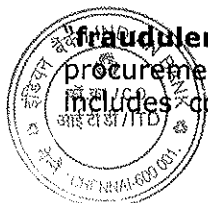
**17.1** The Purchaser, without prejudice to any other remedy for breach of contract, by 7 days written notice of default sent to the Supplier, may terminate this Contract in whole or in part :

- a. If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser;
- or
- b. If the Supplier fails to perform any other obligation(s) under the Contract.
- c. If the Supplier, in the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

'For the purpose of this clause:

**"corrupt practice"** means the offering, giving, receiving or soliciting of 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 Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to



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establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

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

## **18. FORCE MAJEURE**

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

**18.2** For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

## **19. TERMINATION FOR CONVENIENCE**

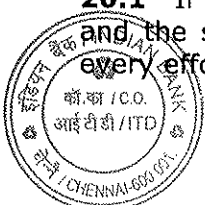
**19.1** The Purchaser, by 30 days written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

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

- a. to have any portion completed and delivered at the Contract terms and prices;  
and / or
- b. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

## **20. SETTLEMENT OF DISPUTES**

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



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

**20.3** Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract.

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

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

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

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

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

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

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

**20.4** Notwithstanding any reference to arbitration herein,

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

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





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

**21. CONFIDENTIALITY**

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

**22. APPLICABLE LAW**

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

**23. SCOPE OF CONTRACT**

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

**24. INSTALLATION**

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

**25. MAINTENANCE OF UPTIME DURING WARRANTY AND AMC PERIOD**

- a) The supplier should accomplish preventive and breakdown maintenance activities to ensure that all hardware execute without defect or interruption for at least 98.5% up-time for 24 hours a day, 7 days a week of operation of the machine calculated on quarterly basis. Bidder shall submit this report within a week after expiry of every calendar quarter. Delays if any on account of procurement of spares will not be exempted while reckoning the uptime SLA of 98.5%.



- b) If any critical component of the entire configuration is out of service for more than two days, the Supplier/s shall immediately replace either the defective unit or replace the Self service Passbook kiosks at its own cost.
- c) Bidder should also ensure that the maximum response time for onsite service call does not exceeds 4 hours where there is local support centre of the vendor / franchisee. The maximum response time at other locations shall not exceed 6 hours plus the normal travel time from the nearest support centre. The issue, if any is to be resolved within the time period specified in clause 28(Delay in repair) of Pg:26 of this RFP. The travel time should not exceed 6 hours in any case and the call must be attended maximum on next working day.
- d) Minimum 3 years warranty for Application Software, either developed by the Bidder or their associates, or supplied and customised to Bank's requirements and minimum 2 years of Annual Technical support(ATS)
- Any bugs in such software shall be rectified without any cost to the bank.
  - Any requirements changes/ modifications required by the bank will have to be carried out by the identified vendor.
  - Any rectification required in the application Software due to inherent bugs in the System Software/ off- the shelf software shall also be rectified by the Supplier or their associates without any cost to the bank, within a reasonable period, as mutually agreed upon.

**26. COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT**

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

**27. CENTRALIZED CALL LOGIN AND MONITORING FACILITY**

- a. The successful bidder shall provide a centralised call login facility (through telephone as well as email) with 24 x 7 access for bank's branches/offices.
- b. The successful bidder shall provide web based call logging and monitoring facility for bank's branches/offices.

**28. DELAY IN REPAIR**

Any Self Service passbook kiosk including the software components / hardware equipments that are reported to be down on a given date should be repaired



immediately. The downtime should not exceed as per the below mentioned time clause(i.e., Resolution time).

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

- Type 1 Calls- severe defects causing the equipment completely inoperational.
- Type 2 Calls- operational defects in Equipment but equipment still functional & Usable.
- Type 3 Calls- Equipment failures which are not critical

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

Description	Response time	Resolution time
Type 1-calls within city limit	4 hours	24 hours
Type 2- calls beyond city limit up to 100 KM of service location	6 hours+ normal travel time from nearest support centre	48 hours
Type 3 calls	Calls need to be rectified during the ensuing month	Calls need to be rectified during the ensuing month

Overall downtime should not exceed 1.5% per Self service Pass Book Kiosks, calculated on quarterly basis as 6 a.m to 10 p.m (calendar year basis).

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

The fault reporting by the Bank will be through a telephonic message/email/SMS. Successful bidder should also provide an online facility for the Bank to register complaint and Successful bidder should immediately redress the same and update the records in the website for online verification.

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

## 29. TRAINING AND HANDHOLDING

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



**30. SUB CONTRACTING**

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

**31. SERVICE LEVEL AGREEMENT (SLA)**

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

**32. EXIT REQUIREMENTS**

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

**33. INDEMNITY**

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

**34. LIMITATION OF LIABILITY**

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

- a) IP Infringement indemnity.
- b) Bodily injury (including Death) and damage to real property and tangible property caused by vendor's gross negligence. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase order placed by bank on the vendor that gave rise to claim, under this tender.
- c) Vendor shall not be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.

**35. TRANSFER OF OWNERSHIP/TITLE**

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

**36. TECHNICAL DOCUMENTATION**

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



**SECTION-IV****SCHEDULE OF REQUIREMENTS****1. BRIEF DESCRIPTION**

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

**2. QUNATITY OF SYSTEMS TO BE PROCURED**

225 Pass Book Kiosks are to be installed in various centres/branches all over the country

**3. DELIVERY SCHEDULE**

Delivery of complete kiosk with all the accessories and software to be completed within 6 weeks from the date of issuing delivery instructions by the bank and installation to be completed within 1 week from the date of delivery. In respect of Road Permit locations, additional one week for delivery shall be given. The bank plans to install 225 kiosks in three phases viz 50 in first phase, 75 in second phase and 100 in the final phase, which is expected to be completed in 4 months from the date of purchase order.



**SECTION-V****SCOPE OF THE PROJECT****i) Brief Description**

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

**ii) Scope of the work**

- a) Indian Bank is looking for a vendor who can supply, install and commission pass book kiosk and 2-D barcode printer (Printing QR code) and also maintain them during onsite comprehensive warranty period of 3 years and post warranty onsite comprehensive AMC of minimum 2 years including hardware part replacement, printer head, plastic parts etc. without any additional cost to the bank. The vendor should support the equipment for at least 5 years from the date of installation.
- b) The quoted Passbook kiosk to be certified by Indian Bank before submission of technical bid. Bidder has to provide the same which is proposed to be quoted and supplied against this tender to Bank for Proof of Concept (PoC) and certification. The passbook kiosk 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.
- c) The Bank is planning to purchase 225 pass book kiosks for 24 x 7 e-lounges. The bidder needs to integrate these pass book kiosk with intermediary server / bank's middleware.
- d) The successful bidder shall take total responsibility for supply, installation of pass book kiosk, making them operational and maintaining them.
- e) All monitoring reports should be configured on management and monitoring server. This server application should have the capability to automatically generate and send MIS reports to email ids configured on daily/weekly/monthly basis by integrating with banks email server. Also the server application should have the capability to trigger SMS alerts for machines down to mobile numbers configured by integrating with Banks SMS gateway. The server application should have provision to configure email ids, mobile nos. and frequency for sending emails and SMS alerts.
- f) The bidder should ensure end to end integration of pass book kiosk with management and monitoring server. Any requirement of reinstallation of software at this server has to be taken care of by the bidder at the request of the bank without any extra cost.



All software should be legally purchased and necessary document/certificates should be supplied along with machines.

The monitoring and management/middleware application for passbook kiosk and MIS reporting application should be installed at DC and DR.

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- i) The monitoring and management/middleware application shall be capable of pushing patches/updates to pass book kiosk automatically from this server without the need of engineer visit to individual branches.
- j) The bidder shall give training to branch staff on fixing up of minor problem and for changing consumables like ribbon etc.
- k) The bidder shall ensure seamless migration of the application and the solution after expiry of contract period, if bank select another vendor after the contract period or during the contract period due to any reason.
- l) The pass book updated from the pass book kiosk should be interoperable with the banks existing passbook kiosk deployed across the country.
- m) For each site the vendor is expected to provide pass book kiosk client software and documentation for equipment including software license certificates if any and shutdown procedure for the kiosk. All the software provided to the bank should be legally purchased.
- n) Service Level Agreements (SLAs) will have to be entered into with the Bank which includes uptime, Response Time and Penalty for all installations. SLA has to be entered within 30 days after issuing of Purchase Order.
- o) The bidder would be responsible for timely applying/loading of all the software patches in all individual Pass book kiosks during the warranty and AMC period. The job has to be done as a part of Warranty and AMC support services without any extra cost to the bank.
- p) No visit/services charges will be borne by the bank for upgradation of the software/replacement of hardware component pertaining to pass book kiosk for the purpose of enhancing their functionality to meet mandatory compliance. Any upgradation should be completed within 15 days from the date of request from the Bank.
- q) The bidder shall have a complaint management and escalation mechanism which should be shared with bank periodically to convey latest status.
- r) Pass Book Kiosk supplied shall be essentially a computer provided with a Touch Screen for inputting the choices by customers. There would be a software program/Agent which would guide and control the complete process of Pass Book printing. The bar code (printing QR code) printer supplied shall be a computer peripheral for printing QR code in the passbook of the customers. The QR Code in the rear side of the passbook should be read by the printer in the kiosk and the request will be sent by kiosk to designated server to get the details. The software/Agent should exchange predefined URL with parameters in post/get method as may be required. Changes any required during the contract period from time to time will be the responsibility of the supplier and will be deployed on all the machines from a central site only, without any cost to the Bank. The reading may be attempted multiple times (3-5) times before failure indication is notified to customer. The OTP option should then be enabled and customer may be informed to get the Q R code printed again from the branch. Then OTP (one time password) will be generated by the backend server based on the account number typed by the customer on the touch screen and sent to the customer mobile. OTP Generation and sending the OTP will be taken care by the Bank. The camera which is fitted in the kiosk would take photograph of the person while the passbook is scanned / printed. The same data needs to be stored with the account no and photograph.



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- s) Successful bidder shall not have access to the facility to extract the number of hits and other MIS from Pass Book Printing of all the transactions from any location.
- t) Vendor has to provide basis for reconciliation purposes to Bank as per the standard format available at the Pass Book Kiosks, which would clearly indicate the date and time of transactions and machine status ( up / down ) with reasons of downtime. Any instance where the machine could not be hooked would be taken as downtime only (unless it is a problem from bank side). Heart beat of the pass Book printing machines needs to be monitored continuously to arrive at proper down/up times.
- u) The reports for all the kiosks shall be stored in the central server at a centralized location for minimum period of 12 (twelve) months. Pass Book Kiosk Wise data pulled are to be spooled separately and pushed to the designated server at Bank end on daily basis. The transactional data may be purged by the Vendor after seeking confirmation from the Bank.
- v) The data for all Pass Book kiosks shall be collected on real time basis and sent to Banks' designated servers which would be centrally located. The Vendor will not be responsible for cases related to network and other Infrastructure issues attributable to the Bank. However the vendor has to arrange for pulling/pushing the data subsequently without any loss of data once the network and infrastructure related issues have been rectified.
- w) The successful bidder shall provide an online view facility showing the status of all connected Pass Book Kiosks to the Bank and also remotely control the kiosks. The Bank would be able to slice and dice the Data and be able to individually get information about the activity in the kiosk.
- x) The successful bidder needs to integrate the Self service Passbook kiosks and Core Banking solution i.e. Bancs through the interface software available with the Bank. The central monitoring/management software to be provided by the bidder.
- y) The successful bidder should also undertake to customize display screens as desired by bank in graphic mode in three languages (Hindi, English and the regional language selected by Bank depending on the state where the machine is deployed) on touch screen format for all transactions undertaken without any extra cost.
- z) The successful bidder will also undertake to load Anti-virus solution in the Self Service Passbook kiosks without any extra cost. This has to be done before despatching the machine to the branches. The bank will provide antivirus solution to finally selected bidder at the time of installation.
- aa) The successful bidder should provide MIS reports like number of passbook issued, number of passbooks updated, uptime etc. as per the Bank's requirement on a daily/monthly/ over a date range basis. Bank should be able to know the up/down status of passbook kiosks installed on the remote location any time. Any application required for MIS report generation as per banks desired format has to be provided by the vendor. The MIS should be possible to download in excel format.
- bb) The following jobs needs to be executed from the central Site:
  - 1. The Bank would provide advertisement images, Antivirus patches which can be sent to the kiosks on that day between 00.00 Hrs and 07:00 Hrs. for the previous day through automated schedule configured for daily Data pulling at the server. The Data which cannot be retrieved through the automated schedules shall be retrieved and delivered to the Bank on next day before 6.00 p.m.





3. Customer transactions will take precedence over the Data pulling process and if a transaction occurs while Data is being pulled the Data pulling process will be stopped to complete the transaction. The remaining part of the data will be pulled after the transaction is completed.
4. Updated messages / product information to the customers can be pushed to the kiosks.
5. Status monitoring with periodical heartbeat checking of terminals.
6. Usage Indicators like Success / Failure transactions for specific period, up / down time during specific period and other required MIS can be generated and viewed from any Web based dashboard of the bank.
7. Various kinds of dynamic alarms/alerts can be set to inform the Terminal & Service level statuses.
8. There shall be internal SSL certificates which needs to be installed in the connecting kiosks and the communication would be on a secured channel. These certificates would have limited validity and new certificates should be automatically updated in the browser
9. There should be a facility to get authentication services and other services in AD as from the Active Directory Services of the Bank.
10. The terminals should be able to be completely controllable from the central site including solutions to shut off the system and wake on LAN. Features like this are to be configured to the new system as we add a new passbook kiosk to our domain/AD.]
11. Real time monitoring and display of kiosk status like up, down etc.
12. Error to be recorded in the database and reported as and when required as mentioned in Annexure-1.



## SECTION VI

### QUALIFICATION CRITERIA

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

The bidder may give technical compliance for one or more items (in a single bid), however separate relevant commercial bid to be filled and Purchase order copies as per eligibility criteria for the same items should be provided.

- The Bidder should be a limited company and should be in existence in India for the last 5 years as on 30.09.2016.
- 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.
- 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.
- The average of annual turnover for the three financial years 2013-14, 2014-15, 2015-16 of the bidder should be Rs.3.00 crores or above.
- The Bidder should have supplied minimum of 100 passbook kiosks during the last three financial years (or cumulative quantity) to Banks in India. Copy of Purchase orders issued by Banks should be submitted along with Technical Bid.
- The Bidder should not have been blacklisted by any Government Dept/PSU/Banks currently.
- The Bidder/OEM/Subsidiary should have Branches in Chennai, Delhi, Kolkata and Mumbai. Further, Bidder/OEM should have Branches / Service Centre Facilities / Franchises / Resident engineers in any of 20 places tabulated below. In case of franchises, copy of contract between the bidder and franchise should be attached in addition to proof of address. For Resident engineers, identity proof and address proof for the location should be submitted.

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

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

### Other Requirements:

- All bids submitted shall also include the following information

- Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the organisation.



- The Bidder should furnish a brief write-up, backed with adequate data, explaining its available capacity and experience (both technical and commercial) for the

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manufacture and supply of the required systems and equipment within the specified time of completion after meeting all their current commitments.

- (iii) The Bidder should clearly confirm that all the facilities exist in its factory for inspection and testing and these will be made available to the Purchaser or its representative for inspection.
  - (iv) Details of Service Centres and information on service support facilities that would be provided in the Service Support Form enclosed.
  - (v) Reports on financial standing of the Bidder such as Profit and Loss statements, Balance Sheet and Auditor's Report for the past three years, bankers' certificates, etc.
  - (vi) Technical details of the item to be supplied and downtime details.
2. The bid should be accompanied by a bid security of required amount.
  3. The equipment offered should meet all the technical specifications as stipulated in the bid.
  4. The Bidder / Manufacturer should extend support for the quoted model of Self service Pass Book Kiosks for at least five years.



**SECTION VII**  
**BID FORM AND OTHER FORMATS**  
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**SECTION – VII**  
**1. BID FORM AND OTHER FORMATS**

**FORM OF BID**

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

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

Tender document: CO/ITD/PROC/681/2016-17 dated: 06.02.2017

To

Indian Bank  
Corporate Office  
Information Technology Department,  
254-260, Avvai Shanmugam Salai,  
Chennai 600 014.  
India.

Having examined the Bidding Documents including Addenda Nos. ....(insert numbers), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and maintain self Service Pass Book Printing Kiosks for Indian Bank, in conformity with the said Bidding Document.

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

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

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

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

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

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

We confirm that we comply with the qualification criteria of the bidding documents and are submitting proof of the same.

We agree to extend the bid validity/ EMD bank guarantee if required by the bank.

Dated this ..... day of ..... 20.....



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Dated: 06/02/2017

.....  
Signature.....  
(In the Capacity of)

Duly Authorised to sign bid for and on behalf of

(Name &amp; Address of Bidder) .....

.....



**2. BID SECURITY FORM**

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

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

THE CONDITIONS of this obligation are:

1. If the Bidder
  - (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
  - (b) does not accept the correction of errors in accordance with the Instructions to Bidders; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
  - (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 Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

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

(Signature of the Bank)

**NOTE :**

1. The Bidder should ensure that the seal and CODE No. of the signatory is put by the banker, before submission of the Bank Guarantee.
2. Bank Guarantee issued by Bank located in India and shall be on a Non-Judicial Stamp Paper of requisite value.



### 3. CONTRACT FORM

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

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

#### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Bid Form and the Price Schedule submitted by the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the Conditions of Contract;
  - (e) the Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

BRIEF DESCRIPTION OF GOODS & SERVICES	QUANTITY TO BE SUPPLIED	UNIT PRICE	TOTAL PRICE


**TOTAL VALUE:**



**DELIVERY SCHEDULE:**

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

Signed, Sealed and Delivered by the

said..... (For Indian Bank)

in the presence of:.....

Signed, Sealed and Delivered by the

said ..... (For the Supplier)

in the presence of:.....



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Dated: 06/02/2017

**4. PERFORMANCE SECURITY FORM**

Bank Guarantee No. ....

Date: .....

To : INDIAN BANK, Chennai, INDIA :

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

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

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

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

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

Signature and Seal of Guarantor

.....

Date.....20.....

Address:.....

.....

**NOTE:**

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



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

BID No. CO/ITD/PROC/681/2016-17 dated: 06.02.2017							
Order placed by	Order No. and Date	Description and Quantity of the Equipment ordered	Value of Order	Date of completion of delivery		Remarks indicating reasons for late delivery, if any	Has the equipment been satisfactorily functioning? Attach a certificate from the Purchaser / consignee
Full address of purchaser				As per Contract	Actual		

Date:

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



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

Date :

Sub: Certificate of installation of Self service Pass Book Kiosks

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

- (a) Contract No. \_\_\_\_\_ dated \_\_\_\_\_  
(b) Description of the equipment Self service Pass Book Kiosks  
(c) Quantity \_\_\_\_\_  
(d) Date of delivery \_\_\_\_\_  
(e) Date of installation and proving test \_\_\_\_\_

2. Details of accessories/spares not yet supplied:

S.No.    Description

3. The proving test has been done to our entire satisfaction and operators have been trained as per contract terms.

4. Voice guidance and screen navigations are available for English, Hindi and regional language.

5. The supplier has fulfilled its contractual obligations satisfactorily\* or  
The supplier has failed to fulfil its contractual obligations with regard to the following :

- (a)  
(b)

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation with stamp \_\_\_\_\_

\* Explanatory notes for filling up the certificates :

- (a) They have adhered to the time schedule specified in the contract in despatching the documents/drawings pursuant to Technical Specifications.
- (b) They have supervised the commissioning of the equipment in time i.e. within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the system.



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.

**7. QUALIFICATION APPLICATION**

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

**FINANCIAL BUSINESS AND TECHNICAL CAPABILITY****FORMAT -A**

Name and address of Bidder

1. Latest Balance Sheet filed with -----  
-- on ----- Attach audited copies of annual accounts of past 3 years).
2. Latest Profit & Loss Statement from-----to -----  
filed with-----on----- (Attach an audited copy)
3. Certificate of Financial Soundness from bankers of Bidders to be furnished
4. SALES for the current financial year
5. Value of current orders to be executed with details to be furnished
6. Details of ISO Certification
7. Names of two buyers to whom similar equipment are supplied, installed and commissioned in the past and to whom reference may be made by the purchaser regarding the bidder's technical and delivery ability:

1.-----

2.-----



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Dated: 06/02/2017

### 8. SERVICE SUPPORT DETAILS (for minimum 20 centres)

[illegible]

Signature of Authorised Official with Seal



REF: CO/ITD/PROC/681/2016-17

Dated: 06/02/2017

**9. Undertaking of authenticity****Sub:** Supply, installation and maintenance of Self service Pass Book Kiosk.**Ref:** Bid Document No. CO/ITD/PROC/681/2016-17 dated: 06.02.2017.

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

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

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

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

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

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

Authorised Signatory

Name:

Designation

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

**10. Undertaking for Blacklisting**

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

**Dear Sir,**

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

**Ref:** Bid Document No. CO/ITD/PROC/681/2016-17 dated: 06.02.2017

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

**Signature of Authorized Official**

**Name and Designation with Office Seal**

**Place:**

**Date:**





REF: CO/ITD/PROC/681/2016-17

Dated: 06/02/2017

**11. MANUFACTURER'S AUTHORITY FORM**

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

Dated \_\_\_\_\_

To \_\_\_\_\_

Dear Sir:

Quote Document dated \_\_\_\_\_

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

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

Yours faithfully,

(Name)

(Name of Manufacturer)

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

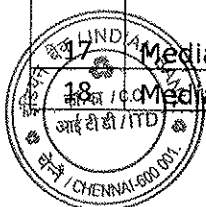


**SECTION VIII**  
**TECHNICAL BID AND COMMERCIAL BID**

**PART- I: TECHNICAL BID**

**Technical specification for QR code printer**

Sl.No	Functionality	Description	Complied (Yes/No)	Details
1	Make/Model			
2	Minimum Requirement	The printer should be able to print barcodes of all popular symbologies, including Code 128, with up to 36 Characters.		
3	Resolution	Minimum 203 DPI (dots per inch)		
4	Printing Method	Thermal Transfer		
5	Max. Print Speed	minimum 5 IPS(Inches per second)		
6	Max. Print Width	Maximum 108 mm		
7	Max. Print Length	Maximum 2,794 mm		
8	Ribbon type	Carbon ribbon		
9	Ribbon length	300 meter long, max. OD 67 mm, 1" core (ink coated outside)		
10	Ribbon Width	40 mm ~ 110 mm (1.6" ~ 4.3")		
11	Processor	32-bit RISC CPU		
12	Memory	4 MB Flash memory 8 MB SDRAM		
13	Interface	Serial / USB along with necessary software		
14	Sensors	Transmissive gap sensor (position adjustable) Black mark reflective sensor (position adjustable) Ribbon end sensor Head open sensor		
15	Internal Fonts	8 alpha-numeric bitmap fonts Monotype Image ® true type font engine with one CG Triumvirate Bold Condensed scalable font		
16	Font & Barcode Rotation	0, 90, 180, 270 degree		
17	Media Type	Continuous, die-cut, black mark, fan-fold, notch (outside/inside wound)		
18	Media Width	25.4 – 118 mm (1.0" – 4.6")		



19	Media Thickness	0.06 – 0.254 mm (2.36 – 10 mil)		
20	Media Core Diameter	25.4 mm – 38 mm (1" – 1.5")		
21	Label Length	10 – 2,794 mm (0.39" – 110")		
22	Other requirements	Bidder should ensure that the Printer is compatible with the Self Service Passbook Printing Kiosk.		

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

Requirements		Complied (Yes/No)	Details
<b>Passbook PC Client PC Configuration</b>			
Processor : Intel core i3 or above with 3.1 Ghz or above			
Memory : 4 GB DDR3 or higher			
Storage Space : 500 GB or higher			
Operating System: Window 10 with adequate hardening of OS			
Monitor : 15.6" or Higher LED/LCDDTouch screen with 1024 x 768 resolution or better			
Network Port 10/100/1000 Mbps, RS 232C, 4 Nos. of USB 2.0 ports			
Virtual Keyboard for login, entering A/c No & date			
Separate keyboard and mouse for admin activity and maintenance.			
<b>Passbook Printer Unit Configuration</b>			
Dot Matrix Passbook Printer for Passbook update with inbuilt dual scanner for QR Code Reading			
Integrated within body			
<b>Specification of Passbook Printer</b>			
Printing Method & Diameter of Printing-wire		24- Pin impact Dot Matrix & 0.25mm	
Printing Speed: Draft at 10 CPI94 col.		370 CPS	
Print Direction		Bi-direction with logic seeking	
Print Head life		Minimum 400 million character	
Scanner		Inbuilt Dual CIS scanners	
Character Pitch	at Single Character Pitch	10, 12, 15, 16.6, 17,1 CPI	
	at Double Character Pitch	5,6 to 8 and 7.67 CPI	
Line Pitch		1/5", 1/6", n/216", n/240" LPI	
Communication Interface		Serial RS 232C, USB	
Ink Ribbon Colours		Black only	

Power consumption	Less than 180 W (operating)		
	Less than 80 W (stand-by)		
Electrical Specifications	230+/- 10V AC		
	49 to 51 Hz		
Front end Kiosk Application Software	GUI based		
<b>Passbook kiosk unit configuration</b>			
1. The Kiosk Terminal body should have powder coated metallic cabinet or 35-40 microns paint or equivalent anti-static material			
2. provision of bolting the kiosk to the base of the floor			
3. The body must house all the components of the kiosk and must be ergonomically designed.			
4. All the devices must be optimally located and secured with easy serviceability.			
<b>Colour customization and Product wrapping for Passbook kiosk</b>			
1. The passbook kiosk shall be wrapped in vinyl material with customized colour as per the Bank's custom design			
2. Product wrapping as per the following specifications shall be provided on the 2 sides of the kiosk for advertising the Bank's products:			
<ul style="list-style-type: none"> <li>• Material: Self adhesive vinyl of 3M/ Metamark makes with 5 year warranty from the manufacturer against shrinkage, excessive colour degradation and peeling of due to adhesive failure</li> <li>• Finish: satin</li> <li>• Thickness: 80 Microns</li> <li>• Adhesive: Permanent Solvent Based Adhesive</li> <li>• Application temperature: +5° C to +60° C</li> <li>• Service temperature: -30° C to 110° C</li> <li>• Durability : 5 years</li> </ul>			
Fire Rating: Class B. Classification compliant with BS EN 13501-1:2007			
Colour :- Lemon yellow RAL 1026 Light blue RAL 5021			

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

Requirements	Complied (Yes/No)	Details
1. Customer should not have any access to the system except the touch screen available for passbook updation.		
2. Should be able to send signals to central monitoring server during opening and closure of the kiosk.		
3. Ability to update CBS after passbook update		
4. Ability to support Virtual Keyboard (Touch Screen)		
5. Ability to support horizontal type pass books		
6. Ability to support appropriate error messages		



7. Ability to show English/Hindi/local language message on screen for customer guidance		
8. Should have browser based Central Monitoring Software		
9. Should provide MIS ( Number of passbook printed successfully and failed transactions per day and at any given intervals)		
10. Should have detailed LOG facility at Kiosk and at Central Server		
11. Kiosk software should support ISO 8583 message protocol		
12. Central Monitoring software should monitor status of the kiosk remotely (such as kiosk on/off, Passbook Module error, health of printer, Network Error with clear reason, etc.		
13. Kiosk should connect to central server/Monitoring and management or middleware application and central server/Monitoring and management or middleware application will connect to CBS (BANCS24)		
14. Central Server application should have capacity to support 5000 kiosk		
15. Central Monitoring Software should have capability to remotely update patches/screens/antivirus updates on the kiosk machine		
16. The kiosk software should have auto shutdown feature and the timing should be configurable through central patch update and at the local passbook kiosk machine		
17. The passbook kiosk machine application should support IPV6		
18. Should support SNMP protocol for accessing the pass book kiosk over the network		
19. The Central Monitoring software should provide following MIS reports in excel format		
(i) Kiosk health report (status) with last down time (ii) Number of passbook updated on a single day or between two dates selected by user (iii) Uptime in percentage on a single day or between two dates selected by user (iv) Data connector to central monitoring software for integration with internal dashboard		
20. The central server application should have the capability to trigger emails and SMS in desired format as per the Bank's specifications.		
21. The passbooks issued by the bank and updated by the Passbook kiosk machines should be interoperable with the Bank's existing passbook printing kiosks deployed across the country and vice-versa.		
22. Passbook kiosk machine should have the capability to have connectivity to the Host softwares.		



23. Inbuilt Dual Scanner to be provided for automatic capture from the QR code on the Pass Book presented by the customer		
24. Should be capable of operating in hands free operation and reads QR codes of all popular symbologies, including Code 128, with up to 36 characters		
25. The kiosk should be voice enabled and it should be capable of giving instructions through speakers so as to enable the customers to update passbooks.		
26. i) Account entry option and OTP option not required for full visually challenged persons. ii) For partial visually challenged, option for entering OTP and account number display through the touch screen should be of high contrast display. iii) Additionally text to speech will help them confirm.		
27. Should be capable of Audio guidance in local languages. The required audio files should be provided by the vendor in a standard format.		
28. Braille sticker should be provided with the kiosk to support visually challenged.		
29. SAW or resistive touch screen option, durable and resistant to scratches and blows from blunt objects. Activation by finger or stylus with a minimum of 85 grams of pressure.		
30. Kiosk should be TCP/IP enabled.		
31. Desired Work Flow : Pass Book Printing Kiosk -> Monitoring and management/middleware application -> CBS (Bancs24) -> Monitoring and management/middleware application -> Pass book Printing Kiosk		
32. Pass Book kiosk should be preloaded with software and should be capable of running multivendor software without hardware and operating system change		
33. It shall be the responsibility of the bidder to integrate the kiosk software with bank's monitoring and management/middleware for a) QR code decryption b) printing of passbook with OTP option c) printing of passbook as per the bank's passbook layout d) updation of line number/status to bank's monitoring and management/middleware e) Reprint option f) integration with bank's SMS gateway g) integration with bank's E-mail server		
<b>34. Security</b>		
Should be capable of supporting Remote certificate/key management and automatic certificate/key the central site. The certificate/key would be internally generated by the bank and would be distributed internally. There would be no external certificate/key providers for the same		



Camera should be pilfer proof and should take care of extreme light conditions		
Camera should be capable of motion detection		
The DVSS data (image & Video) should be stored in the Hard disk in a readable digital format for minimum of 6 months at an average of 300 transactions per day.		
The passbook printing kiosk should capture the image of the passbook holder while doing the transaction and the image should have clarity to identify the passbook holder. The system must capture the image and the transaction details with time stamp		
The system should provide the necessary interface to view the stored image on hard disk or external media. The system should provide for locating and retrieving an image or event by date and time, account number, transaction number and kiosk id.		
The solution must not degrade considerably the performance of Passbook Printer e.g., speed of normal transaction		
All the security related hardware shall be integrated within the Passbook kiosk outer casing		
<b>35. Transactions to be supported in the Pass Book Kiosks</b>		
Reading QR code and sending the data in QR code to the backend server URL request		
Receive the file name in XML and decipher the same		
Move the print head to the position and print		
After completion send the data back to the server for status confirmation		
Send heart beat / SMS to banks host software /monitoring system		
36. The Kiosk should be capable of supporting third party software/Agent for Data pulling services and provide software upgradation/ distribution/ monitoring		
37. Power and telecommunications cabling carrying data or supporting Pass Book Kiosk services should be protected from interception or damage. Suppliers should follow stringent guidelines and best industry practices to protect the systems from unauthorized access and wire-tapping.		
38. Provision of required mesh to cover the holes available in the Pass Book Kiosks to prevent the dust/insects/rat/lizards entering into the equipment.		
39. Pass Book kiosk operational heights should be suitable for wheel chair based operation for physically challenged.		
40. If need arises then Pass Book kiosks should be properly grouted as defined below:		



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Drilling 10"-12" holes in the flooring and hammering metal sleeves in these holes. Putting in Anchor fasteners - min. 8" long anchor fasteners, preferably of Fischer make. Applying resin adhesive (Araldite) over the finished bolt positions for improved bonding.		
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**ADDITIONAL REQUIREMENTS FOR EVALUATION**

SI.No	Particulars	Compliance	Remarks
1	Kiosk design: The bank will award to each vendor out of 10 points for the proposed kiosk design by the vendor. The points will be decided by a committee based on the physical aspects, sleekness and stability, Design appeal- looks, feel and security safety and any other factor considered relevant by the committee in the kiosk Design. The vendor is required to share the design and an actual prototype of the kiosk machine		
2	Innovation: Bidders to be awarded out of 10 points on its innovation and technical/ functional skill set available within it. Bidder to specify their experience on the following points, implementation of these with any of their clients, etc: -Plug and play model-making kiosk live with zero or minimal installation or configuration or the process should be automated to minimize efforts of going live, i.e. time taken to install a kiosk at a specified location -Experience with any Bank on Passbook Printing kiosk -Experience in integrating the solution with CBS solution. - Auto fault detection/ rectification mode/ diagnostic mode- self restart if there are issues in kiosk -Any other innovation / solution that can add value to the passbook printing kiosk project of the bank.		

REF: CO/ITD/PROC/681/2016-17

Dated: 06/02/2017

**PART- II - COMMERCIAL QUOTE (To be submitted after Online Reverse Auction)**
**Date:**
**To**

THE CHIEF MANAGER,  
INDIAN BANK, CORPORATE OFFICE,  
EXPENDITURE DEPARTMENT,  
No 254-260, AVVAI SHANMUGHAM SALAI  
CHENNAI - 600 014

**Dear Sirs,**
**Sub:** Supply, Installation and maintenance of 225 Nos. Self Service Pass Book Kiosks.

**Ref:** Bid document no. CO/ITD/PROC/681/2016-17 dated: 06.02.2017

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

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

Sl. No.	Description	Unit Price (A)	Qty (B)	Years For AMC/ATS (C)	Total Price (D) (D=A*B*C)
1	Passbook kiosk machine with 3 year warranty		225		
2	QR code printer with 3 year warranty		225		
3	Software for 500 kiosks with monitoring and management with 3 years ATS		1		
4	AMC for passbook kiosk machine		225	2	
5	AMC for QR code printer		225	2	
6	ATS for software for 500 kiosks		1	2	
7	Total				



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

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

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

**SUMMARY**

Sl. No.	Description	Amount in Rupees
1	Cost of Hardware and software with warranty and AMC/ATS (As per Total of item I)	
2	Facility management cost (As per Total of item II)	
3	Total Cost of Ownership	

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

- Unit prices as well as TCO must be quoted in WORDS AND FIGURES.
- Payment for the Onsite engineer will be made on quarterly basis in arrears on submission of the invoice. In case the preventive maintenance report is not furnished quarterly then the performance penalty of Rs.2000/- as mentioned in pg.no:27 shall be deducted from the Payment of onsite Engineer.
- In case of Octroi on hardware / software, if applicable as per Government rules, it will be the responsibility of the bidder to make payment of Octroi to concerned department and the Bank will reimburse the amount of Octroi actually paid, on submission of details and original receipts. In case, at any later date, any penalty levied for default in making the payment in Octroi, the same will have to be borne by the bidder and not by the Bank.



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

Place:

Date:

Signature &amp; Seal of Authorized Person

Name .....

Business address .....



**SECTION IX****Annexure – 1****LIST OF ERRORS:**

- 1) Connectivity not available
- 2) Data not received
- 3) Pass Book Not read properly
- 4) QR code not available
- 5) OTP Not received
- 6) Invalid Account Number
- 7) Pass Book not printed
- 8) Time out error; Pass book not inserted in given time
- 9) All Attempts exhausted Pass Book Printing failed. Please use Reprint option.
- 10) Reprint Option selected. Please reinsert passbook with a fresh page
- 11) Seems Pass Book is changed. Please retry again.
- 12) Pass Book Not inserted properly or inserted upside down.
- 13) Error reported from CBS :< CBs ERROR >: Embedded
- 14) Server Access not available
- 15) OTP server is not accessible
- 16) File to print not available in source
- 17) The source cannot be parsed
- 18) Printing completed
- 19) Manual Intervention: Please turn the page and reinsert the same book
- 20) Pass Book Path not clear: Please call support etc...



**Annexure 2 - Cost of Consumables and Spares**

All the individual spare parts of Self service Passbook kiosk should be mentioned along with its cost.

SI No	Component	Model/Make/Configuration	Base cost (₹)	Total (₹)
1	Printer Ribbon			
2	Label Size: 10 - 2,794 mm (0.39" - 110")			

**Note:**

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

SIGNATURE

(Name &amp; Designation, seal of the firm)



**Annexure – 3–Non Disclosure Agreement**

**This Agreement** made at \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_ 2016.  
**BETWEEN**

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

**AND**

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

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

**WHEREAS:**

The parties herein have established business relationship between them for supply, installation and maintenance of 225 nos of Self Service Passbook kiosks and in course of the said business relationship. In the course of such discussions and negotiations, it is anticipated that both the parties may disclose or deliver to either of the Parties certain or some of its trade secrets or confidential or proprietary information, for the purpose of enabling the other party to evaluate the feasibility of such business relationship (hereinafter referred to as "**the Purpose**").

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

1. Confidential information

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

Receiving party may use the information solely for and in connection with the 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 materials derived there from, to any other person or entity other than persons in the direct employment of the Receiving Party who have a



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need to access to and knowledge of the confidential information solely for the purpose authorized above. The Receiving Party may disclose confidential information to consultants only if the consultant has executed non-disclosure agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these and such consultant should also be liable to the original disclosing party for any unauthorized use or disclosure. The Receiving party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing party's confidential information in violation of the terms of this Agreement.

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

### 3. Exemptions

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

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

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

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

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

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

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

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

### 4. Term

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





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proprietary rights in the confidential information. No license under any trademark, patent or copyright or application for same which are or thereafter may be obtained by such party is either granted or implied by the conveying of confidential information.

**6. Return of confidential information**

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

**7. Remedies**

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

**8. Entire agreement**

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



**Annexure-4****Format for Prebid queries**

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



**Annexure-5****Evaluation Sheet**

Sl.No	Parameters	Total Marks	Marks allotted
1	Compliance of technical specifications	60	
2	Kiosk design	10	
3	Innovations and scalability	10	
4	Site visit and Customer feedback	10	
5	Bidder's experience in QR Code based kiosks.	10	
6	Total	100	

Note: The bidder who secures more than 85% will only be informed about the date and venue of the Online Reverse Auction.



**SECTION X**
**CHECKLIST**
**Checklist for Part – I**

Sl. No	Criteria	Documents are to be submitted as proof
1	The Bidder should be a limited company and should be in existence in India for the last 3 years as on 30.09.2016	Copy of the certificate of incorporation should be enclosed
2	The bidder should be OEM / authorized reseller for the items quoted for (Proof to be submitted). Either OEM or authorized resellers (SI) on behalf of OEM can bid in a tender but not both.	An authorization letter from the OEM to this effect should be furnished.
3	The Bidder should be having Positive Net Worth / Net profit in the following three financial years of the bidder 2013-14, 2014-15, 2015-16.	Copy of Audited Balance Sheet for the last three financial years (2013-14, 2014-15& 2015-16) should be attached.
4	The average of annual turnover for the three financial years 2013-14, 2014-15, 2015-16 of the bidder should be Rs.3.00 crores or above.	Copy of Audited Balance Sheet for the last three financial years (2013-14, 2014-15& 2015-16) should be attached
5	The Bidder should have supplied minimum of 100 passbook kiosks during the last three financial years (or cumulative quantity) to Banks in India. Copy of Purchase orders issued by Banks should be submitted along with Technical Bid.	Copies of Purchase Order and satisfactory letter issued by concerned Organisations should be attached
6	The Bidder should not have been blacklisted by any Government Dept./PSU/Banks currently.	Self-Declaration as per form 10 of Section VII should be attached.
7	The Bidder/OEM/ Subsidiary should have Branches in Chennai, Delhi, Kolkata and Mumbai. Further, Bidder/OEM should have Branches / Service Centre Facilities / Franchises / Resident engineers in any of 20 places as mentioned in the RFP. In case of franchises, copy of contract between the bidder and franchise should be attached in addition to proof of address. For Resident engineers, identity proof and address proof for the location should be submitted. Also, undertaking letter from OEM for providing support in such places where bidder don't have above arrangement should be provided.	Service Centre Details along with copy of Latest Landline Bill/Insurance Policy/Lease Agreement should be attached as per form 8 of Section VII.
8	The Bid should be accompanied by a Bid Security of required amount	Original Bank Guarantee for the required amount should be attached as per form 2 of Section VII.
9	Bid Form	Bid Form signed by the Authorised Official of the Bidder should be attached as per form 1 of Section

		VII.
10	Undertaking of Authenticity	Undertaking issued by Company Secretary should be attached as per form 9 of section VII.
11	Technical Compliance	Compliance to be given as per section VIII.



