

CO: Technology Management Department

**REF:CO:TMD:PG:490:2014-15**

**DATED 04.06.2014**

**BIDDING DOCUMENT**  
**FOR**  
**IMPLEMENTATION OF AUTOMATED DIGITAL SIGNAGE SYSTEMS**

**Last Date for Submission of Bid: 25.06.2014 (15.00 Hours IST)**

CO: Technology Management Department

**REF:CO:TMD:PG:490:2014-15**

**DATED 04.06.2014**

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

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1. Indian Bank is a Premier Nationalised Bank with over 2250 Branches. The Bank had been a forerunner in absorption of technology and has many first to its credit in implementation of IT in Banking. The Bank has overseas presence through one Branch each in Singapore, Colombo & Jaffna and has reciprocal arrangements with various Foreign Banks across the globe. Core Banking Solution has been implemented in all the Branches. Bank has a diversified portfolio of products tailor made to cater to the needs and demands of various target segments of customers. Banking services are offered through Multiple Delivery Channels like ATM, Internet Banking, Tele-Banking, Mobile Banking etc. Bank is also partnering various e-governance initiatives of Govt of India and State Governments.

The Bank has a strong rural presence with branches and offices spread across the country and the Bank is expanding its presence in a rapid manner. Customers being the prime focus, the Bank is continuously exploring opportunities to reach to its customers and create awareness among its customers, through efficient communication systems available in the market place.

The Bank is intended in installing Automated Digital Signage Systems across its selected branches/offices in order to reach its customers with regionally customized contents and activities of which could be monitored and controlled from a central location.

2. Bank invites sealed bids from eligible bidders for the supply, installation, management, support, maintenance, content management and support in content preparation of Automated Digital Signage Systems. Part-I of the Bid Document will consist of Technical and other Details and should be submitted manually and Part II will be through Online Reverse Auction Process.

3. Interested eligible bidders if required may obtain further information from Indian Bank, at the address given below from 10.00 to 17.00 hours on all days from Monday to Friday and from 10.00 to 14.00 hours on Saturdays.

4. The address for communication is :-

**Assistant General Manager  
Indian Bank, Corporate Office,  
Technology Management Department  
254-260 Avvai Shanmugam Salai,  
Chennai, Pin 600 014, India.  
Phone: 044 -28134309 /10/11**

**E-Mail- [gsukumaran@indianbank.co.in](mailto:gsukumaran@indianbank.co.in)  
[uthayakumar.p@indianbank.co.in](mailto:uthayakumar.p@indianbank.co.in)  
[rnsahoo@indianbank.co.in](mailto:rnsahoo@indianbank.co.in)  
[shankar.r@indianbank.co.in](mailto:shankar.r@indianbank.co.in)  
[seemita.das@indianbank.co.in](mailto:seemita.das@indianbank.co.in)  
[dhineshbabu.dayalan@indianbank.co.in](mailto:dhineshbabu.dayalan@indianbank.co.in)**

Bids must be delivered on or before 15.00 Hours IST on 25.06.2014 and must be accompanied by a Bid Security of INR 5,00,000/- (Rupees Five lakhs only) and DD for

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Rs. 5,000/- favouring Indian Bank payable at Chennai towards Tender Document Charges alongwith other required documents.

Late Bids will summarily be rejected. Part I of the Bid (consisting of Specification as per Annexure I, Bid Form, Bid Security Form, Manufacturer's Authorisation Form, Qualification Criteria, Service Support Details and Undertaking of Authenticity for the Components of Automated Digital Signage Systems) will be opened by the Bank at 15.30 Hours IST on 25.06.2014 in the presence of Bidders' Representatives at Indian Bank Corporate Office.

Interested Bidders may send their Representative to participate in the Bid Opening Process. After technical evaluation, only the eligible Bidders will be communicated of the date and time of Online Reverse Auction Process, Business Rules for the Auction and the details of the Agency who shall conduct the Reverse Auction.

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**SECTION – II****INSTRUCTIONS TO BIDDERS**

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**1. Introduction:**

The Bidder is expected to read the instructions, forms, terms and specifications in the Bidding Documents. 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.

**2. Pre-bid Meeting:**

- a. A pre-bid meeting is scheduled to be held at the following address at 11.00 hours IST on 11.06.2014. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting.

**Indian Bank,  
Corporate Office  
254-260 Avvai Shanmugam Salai  
Royapettah, Chennai – 600 014.**

- b. The purpose of the meeting will be to clarify the doubts raised by the probable bidders.
- c. The bidder is requested to submit any queries/clarifications to the Bank at least two days before the date of meeting.
- d. The text of the questions raised (without identifying the source of enquiry) and the responses given, together with amendment to the bid document, if any, will be ported in our web site and informed to the bidders who have raised queries in writing.

**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 requested by a prospective Bidder/s, may modify the Bidding Document by Amendment/s.

**3.2** All prospective Bidders may check Bank's website for amendment/s and it will be binding on them.

**4. Documents constituting the bid**

**4.1** The Part-I of the Bid prepared by the Bidder shall comprise the following components:

**4.1.1 Technical Bid**

The Bidder shall furnish as part of their 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 be established to the Bank'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 enclosed.

**4.1.3** Bid security (Earnest Money Deposit) and DD for Rs. 5,000/-

**4.1.4** Other documents as mentioned in Checklist.

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

## **5. Documents establishing goods' conformity to Bidding Documents**

**5.1** 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.

**5.2** 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.

## **6. Bid Security (Earnest Money Deposit)**

The Bidder shall furnish, as part of their bid, a Bid Security in the form of a Bank Guarantee issued by a Scheduled Commercial Bank (Other than Indian Bank) located in India, in the form provided in the Bidding Documents for a sum of Rs. 5,00,000/- (Rupees Five lakhs only) and valid for 135 days from the last date for submission of Bid. Bank may seek extension of Bank Guarantee, if required.

**6.1** Unsuccessful Bidders' Bid Security will be discharged or returned after the expiration of the period of bid validity prescribed by the Bank.

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

**6.3** The bidder will forfeit the Bid Security,  
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 or to furnish Performance Security.

**7. Period of validity of Bids**

Bids shall remain valid for the period of 90 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.

**8. Format and signing of Bid**

**8.1** The person or persons signing the bid shall sign all pages of the bid document, except for unamended printed literature.

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

**9. Sealing and marking of Bids**

**9.1** The Bidder shall seal the Part I of the bid in separate envelope, duly marking the envelope as "Implementation of Automated Digital Signage Systems" – PART I – Technical.

**9.2** 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 600 014, India.

- b. bear the Project name and a statement: "DO NOT OPEN BEFORE", to be completed with the time and the date specified below.

**10. Deadline for submission of Bids**

**10.1** Deadline for bid submission is 25.06.2014, 15.00 hours IST. The Bid Document along with required enclosures should be submitted at the place mentioned in clause No.9.2 either in person or it can be sent by Post but it should reach the concerned officer on or before 15.00 hours IST on 25.06.2014.

**10.2** 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.

**10.3** 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.

**10.4** Any bid received by the Bank after the deadline for submission of bids prescribed by the Bank will summarily be rejected and returned unopened to the Bidder.

## **11. Opening of Bids by Bank**

**11.1** The bids (PART-I) will be opened at 15.30 hours IST on 25.06.2014 in the presence of Bidders' Representatives.

**11.2** 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.

## **12. 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.

## **13. Evaluation Criteria**

### **13.1 General /Technical Evaluation**

**13.1.1** 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.

**13.1.2** 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.

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

**13.1.4** The Bidder should satisfy all the Qualification Criteria mentioned in Section V of this bid.

**13.1.5** The Systems offered should meet all the Technical Specifications as stipulated in the bid.

**13.1.6** The bidder should extend support for the quoted systems with warranty of 3 years and AMC of 2 years.

### **13.2 Commercial evaluation**

**13.2.1** Technically qualified Bidders alone will be intimated to participate in the Online Reverse Auction to identify L1 (lowest quoted) Bidder for awarding contract. Online Reverse Auction procedures and timings will be informed separately. Technically qualified Bidders will be informed the modus operandi for this purpose and Bidders will have to abide by the E-business rules.

**13.2.2** The comparison shall be between the prices quoted. The price should include the cost of Industrial Display Panels, Centralised workstation servers & related Software and Media Player Box and

- a. Inclusive of all Duties, Levies, Freight, Insurance, Delivery, Installation, management, support, maintenance of warranty for 3 years and AMC for 2 Years.
- b. Exclusive of VAT/CST, Service Tax, Octroi/Entry Tax only. Applicable TDS will be deducted from the payment.

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

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

#### **15. Bank's right to vary quantities**

The Bank reserves the right to increase or decrease, by 25%, the quantity of equipments specified in the schedule of requirements (Item No. 6 of Section IV) without any change in unit price and other terms and conditions.

If the Bank require additional 25% quantity, then repeat order for the same shall be issued within 6 months from the date of original purchase order at the same price and terms & conditions of this tender.

#### **16. Signing of Contract**

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

#### **17. PERFORMANCE SECURITY**

**17.1** Within 15 days of issue of Purchase Order, the supplier shall furnish to the Bank the Performance Security equivalent to 5% of the Contract Amount in the form of a Bank Guarantee, valid for 63 months (with further one month claim period).

**17.2** The Performance Security shall be invoked by the Bank as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

**17.3** The Performance Security will be discharged by the Bank and returned to the Supplier after expiry of claim period.

#### **18. Awarding of Contract**

Purchase Order for implementation of Automated Digital Signage Systems will be issued to L1 (lowest quoted) Bidder. Acceptance of Purchase Order should be submitted within 7 days of Purchase Order alongwith Authorisation Letter.

#### **19. OTHER TERMS AND CONDITIONS**

- (i) The cost of preparing the proposal including visit / visits to the Bank is not reimbursable.

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(ii) The Bank is not bound to accept any of the proposals submitted and the Bank has the right to reject any/all proposal/s or cancel the tender without assigning any reason therefor.

(iii) Bank reserves the right to negotiate with the lowest quoted (L1) Bidder under exceptional circumstances.

(iv) Either the Agent on behalf of the Principal or the Principal directly could bid in a tender but not both.

(v) All pages of the Bid Document, Clarifications/Amendments if any should be signed by the Authorised Signatory and kept with Part-I. A certificate to the effect that the Authorised Signatory has authority to bind the Company should also be attached along with the Part-I.

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**SECTION – III – CONDITIONS OF CONTRACT**

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**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 equipments, machineries 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. 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.

**REF: CO:TMD:PG:490:2014-15****DATED 04.06.2014****4. INSPECTIONS AND TESTS**

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

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

**4.3** 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, shall be furnished to the inspectors at no charge to the Bank.

**4.4** Should any inspected or tested Goods fail to conform to the Specifications, the Bank 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 Bank.

**4.5** The Bank's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Bank or its representative prior to the Goods' shipment.

**5. 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.

**6. 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 Bank. The supplier has to make his own arrangements to deliver the systems at the destinations.

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

- (i) Copy of the Supplier Invoice showing contract number, goods, description, quantity, unit price, total amount;
- (ii) Delivery Note, acknowledgement of receipt of goods from the Consignee;
- (iii) Insurance Certificate;
- (iv) Manufacturer's / Supplier's Warranty Certificate;
- (v) Inspection Certificate issued by the Bank's Representative, if any.

**7. INSTALLATION**

The Supplier is responsible for all unpacking, assembling, wiring, installations, cabling between hardware units and connecting to power supplies. The Supplier shall test all hardware operations and accomplish all adjustments necessary for successful and continuous operation of the Systems at all installation sites. Data / electrical cabling will be done by the Bank. The Supplier has to provide the power cables required to install the systems being supplied. Similarly, the data cable for display device, media player box, and other accessories need to be supplied by the supplier to respective site.

The Supplier is responsible for installation of necessary software on the servers and equipments thus installed in order to ensure successful functioning of Automated Digital Signage systems.

**8. 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 happen to the servers due to non availability of storage cum erection policy, the supplier has to bear the losses.

**9. INCIDENTAL SERVICES**

**9.1** The Supplier is required to provide the following services.

- a. Performance or supervision of on-site assembly and / or start-up of the supplied Goods;
- b. Furnishing of tools/cables/software applications required for assembly and / or maintenance of the supplied goods;
- c. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

**9.2** Performance or supervision, management 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; and Prices charged by the Supplier for the incidental services, should form part of the price quoted.

**10. COMPREHENSIVE ONSITE WARRANTY**

The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current model 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

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no defect arising from design, materials or workmanship (except when the design and / or material is required by the Bank'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.

**10.1** This onsite comprehensive warranty with 24/7 Support shall remain valid for 36 months after the Goods have been installed at the final destination indicated in the Contract, or for forty two (42) months after the date of receipt of shipment at the destination, whichever period concludes earlier. The Bank shall promptly notify the Supplier in writing of any claims arising under this warranty.

**10.2** 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 Bank.

**10.3** If the Supplier, having been notified, fails to remedy the defect(s) within a reasonable period, the Bank 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 Bank may have against the Supplier under the Contract.

**10.4** Comprehensive Onsite AMC for 2 years after initial warranty period of 3 years. AMC payment shall be payable annually in advance at the respective locations where the equipment has been installed.

## **11. MAINTENANCE**

The supplier shall provide necessary support and maintenance for Automated Digital Signage Systems as mentioned in the 'Scope of Project' in Section IV.

## **12. PAYMENT**

Supplier will have to submit the Documents at our office along with request letter for payment. Related documents should be submitted for payment in lots of 50,50 and 40 in respect of individual locations and in single lot for centralised location.

**On Delivery:** Ninety Five (95)% of the price of the Systems delivered and installed will be paid within 30 days of submission of Invoice copy and Proof of delivery duly counter signed by the Bank's Representative, Original/Copy of Transit Insurance Policy and Original of Storage cum erection policy and 5% of the price of the Systems will be kept with the Bank to recover penalty if any, during the warranty and AMC period and the balance amount will be released after warranty and AMC period.

Octroi / Entry Tax actually incurred will be reimbursed on submission of Original Receipt issued by the appropriate authority.

## **13. CHANGE ORDERS**

**13.1** The Bank 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. the method of shipment or packing;
- b. the place of delivery; and / or
- c. the Services to be provided by the Supplier;

**13.2** 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 accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Bank's change order.

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

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

**14.2** 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 Bank 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 Bank 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.

#### **15. LIQUIDATED DAMAGES**

If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the Invoice price of systems to a location 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 Bank 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.

#### **16. TERMINATION FOR DEFAULT**

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

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

or

b. if the Supplier fails to perform any other obligation(s) under the Contract.

c. If the Supplier, in the judgement of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

'For the purpose of this clause:

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**“corrupt practice”** means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

**“fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Bank, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

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

## **17. FORCE MAJEURE**

**17.1** 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.

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

## **18. TERMINATION FOR CONVENIENCE**

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

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

**19. SETTLEMENT OF DISPUTES**

**19.1** 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.

**19.2** 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.

**19.3** 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 presiding Arbitrator, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, India which shall be final and binding on the parties.

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

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

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

(e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator shall

**REF: CO:TMD:PG:490:2014-15****DATED 04.06.2014**

be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Banks' Association.

**19.4** 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.

## **20. CONFIDENTIALITY**

The Company and its employees either during the term or after the expiration of this contract shall not disclose any proprietary or confidential information relating to the project, the services, this contract, or the business or operations without the prior written consent of the Bank.

## **21. 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.

## **22. FAMILIARISATION**

The supplier should familiarise the Branch Personnel about the Systems supplied so that they become conversant in the Systems.

## **23. 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****TABLE OF CONTENTS**

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

Supply, installation, management, support & maintenance, content management & support in content preparation for Automated Digital Signage Systems as described in Technical Specifications in Annexure - I.

**2. SCOPE OF THE PROJECT**

The applications in the proposed solution shall use the existing network. Bank proposes to implement Digital Media Signage Solution which has capability to distribute, manage and schedule content over IP network to multiple screens installed in the branches / offices for running various advertisements, messages, product information, deposit and lending rates, etc. for customers as well as for employees.

The procurement of the following components is requisite for successful implementation of the project.

1. Hardware components including Industrial Standard Display Screen, Media Player Box, associated cables and other accessories for successful installation and working of the display units at the Branches/Offices and Server workstation at central location.
2. Software components including player software, administrative software & Operating System, Server Software.
3. Services including installation, management, support & maintenance, content management & support in content preparation.

**Incidental Services to be provided by the Bidder**

1. The selected vendor shall provide end to end solution and it is the responsibility of the vendor to procure, supply, install/commission, support and maintain and provide facility management at central location of the Bank for Digital Signage Systems.
2. Bidder shall supply, install and commission the necessary equipment and cables that are required for successful working of the Digital Media Signage systems at branch / office locations.
3. The Bidder shall Install and configure the server at the central location to ensure successful working of the Digital Signage Systems.
4. The Bidder shall procure, supply, install/commission, support & maintain Media Player boxes and Display units at branch / office locations as decided by Bank from time to time.
5. The Bidder shall operationalize Digital Media Signage Solution in the defined locations as decided by Bank in close co-ordination with the Bank officials.
6. The Bidder shall integrate the Digital Media Player with the IP network of Branch / office locations.
7. The Bidder shall co-ordinate with the Bank officials at branch / office in finalizing display location, power supply, network point etc.

8. In case of shifting of the branch or premises or location, the Bidder shall arrange to decommission the equipment, shift equipment and re-install at the new location, free of cost.
9. The Bidder should be able to remotely configure, maintain and manage Digital Media Signage hardware, software and shall make the system available to branch / office locations.
10. The Bidder shall facilitate Bank to remotely manage & monitor the working of the whole system from a central location.
11. During the contract period, the Bidder shall apply patches and upgrades from time to time without any additional cost to the Bank.
12. The Bidder shall provide onsite support as and when required by the Bank to take care of the system, content aggregation, content formatting, content uploading, content pushing to Branch media players, content scheduling, problem resolution and monitor the live health of the players, performance management, reporting and the overall functioning and management of the Solution.
13. The Bidder shall divide the Branches/Offices into groups as decided by the Bank for customized content display at various locations. Different contents should be displayed at these different groups. The contents may be in different languages. The contents in various languages should be displayed at locations as per the need of the Bank.
14. Bank will provide the content. In case if the Bank appoints outside agencies to prepare the contents on it's behalf, the vendor shall coordinate with such outside agencies, who are approved by the Bank for content preparation.
15. The Bidder shall convert digital media content thus provided into Digital Media Signage applicable formats by editing the content, formatting the content, inserting text etc.
16. The vendor shall create the playlist of contents to be displayed.
17. Before porting the content, Bidder should ensure that the content is approved by appropriate/designated authorities of the Bank.
18. The Bidder shall create screen layouts including full screen and zoned screen outputs.
19. The Bidder shall schedule pushing of contents in off-banking hours or as decided by the Bank so that branches will not face any difficulty in day-to-day operations. The vendor shall remotely schedule the display of the contents as per Bank's requirement.
20. In case of any problem observed or reported by the branch/office, the Bidder shall resolve the problem immediately.
21. The Bidder shall repair / replace the equipment in case any problem arises out of it within the timeframes defined as per the Service Levels.
22. The vendor shall provide MIS reports, audit trails and logs periodically as set by the Bank.
23. The Bidder shall provide the complete documentation of the project.
24. The Bidder shall provide details regarding Design, Structure, and Application Programming Interface etc so as to give sufficient insight on working of the application or software to the Bank.
25. The Bidder shall impart necessary training and operational guidelines to branch / office staff and the corporate office staff involved in the project.

26. The solution should support various languages. Also, the solution should be capable of providing various options to the users to select from among various options of products and languages. These options may be grouped depending on the contents and languages for various locations.
27. The Vendor is expected to maintain the equipments supplied for atleast 2 years after completion of warranty period. After expiry of AMC of 2 years, AMC charges will be decided on mutually agreed terms and conditions.
28. The Vendor shall provide archived copies of the contents that are to be retained for 7 years by the bank.

### **3. TERMS AND CONDITIONS OF SERVICE**

#### **a) Service Level Agreement**

The Vendor shall have to enter into a Service level agreement for Service Support as per the terms and conditions of the RFP and covering the scope of work and technical requirements.

Bank will levy a penalty of Rs. 100 per downtime hour of the Display/Media player per site, subject to a maximum penalty of Rs. 250 per day. The servers should be up and running on 24x7x365 basis. There should not be single downtime instance for more than four hours for the central site solution. If such downtime exceeds more than four hours, Bank will levy penalty of Rs 500/- per hour for central site.

If the downtime is more than one week, Bank will levy additional penalty of 10% of cost of equipment in addition to the above penalty. Installation must be made in a manner that the Digital Signage Solution shall in no way affect the Branch Network or connection.

In case of non-delivery of contents to the identified branches through Bank's Wide Area Network due to any reason, the vendor shall arrange to deliver and load the contents manually in the Media player of the branch / office in two days time.

#### **b) Broad SLA parameters for all components**

##### **Connectivity:**

The Media Players should work across multiple connectivity options (with appropriate hardware) which include but not limited to Leased Line / MPLS connectivity / VSAT (with minimum bandwidth of 64 Kbps).

The entire network will be hosted within the Bank's Wide Area Network (WAN). In locations such as ATM rooms / Self Service lobbies, Bank would like to use VSAT connectivity [existing or new VSAT depending on the availability of Bandwidth]. The Solution should also be capable of working on the Banks LAN Network. The successful bidder has to co-ordinate with the Bank's IT Infrastructure Team to install and network the media players at the various branch locations.

##### **Services:**

Digital Media Network Installation: The bank proposes to roll out a minimum of 140 branch/office locations across the Zones (Delhi, Chennai, Calcutta, Mumbai, Bangalore and Hyderabad). The vendor shall install the equipments in the locations in appropriate public facing locations in consultation with the branch manager.

**After-Sales Support:**

The solution provider must provide an escalation matrix for support issues. The bidder shall provide Escalation Matrix. The Escalation Matrix should provide the local timings for call logging and Approximate Response Times.

**Telephone Support:**

The solution provider should have a support help-desk / call centre located within India with at least 2 telephone numbers who shall respond and solve the issues faced by the branch or Office locations.

**Content Management:**

The Successful Bidder shall depute one resource (Content Manager) for content management at the Central location on call. The Content Manager shall be responsible to manage the Digital Communications Network, co-ordinate, collect & develop the content and ensure that it is pushed and displayed at the target locations.

The resource shall generate and provide various reports relating to the Content management, Endpoint uptime, Solution uptime and other escalations to the Bank's Management.

**4. DELIVERY LOCATIONS**

Display screen, Servers, Media player box, associated installation cables and equipments are to be delivered to various branches/offices of the Bank in the following cities.

1. Bangalore, 2. Chennai, 3. Delhi, 4. Hyderabad, 5. Kolkata and 6. Mumbai

List of Branches will be provided alongwith Purchase Order. All Licenses are to be delivered at Central Location.

**5. DELIVERY SCHEDULE**

Delivery should be completed within 6 weeks from the date of purchase order and installation should be completed within 3 weeks from the date of delivery.

**6. QUANTITY REQUIRED**

S. No.	Description of the hardware/software	Quantity - Primary	Quantity - Backup	Total Quantity
1	Industrial Standard Display Panel			140
2	Centralized Workstation server & Server Software	1	1	2
3	Media Player Box			140

**Annexure I**
**Technical and Functional Specification for Digital Signage Solutions**
**1. Specification for Industrial Display Panel**
**Quantity - 140** (For Initial phase of Installation)

**Warranty – 3 years and AMC – 2 years**
**Make:**
**Model:**

<b>Specification</b>	<b>Feature</b>	<b>Complied or not complied</b>
Display	42 inch, LED	
Viewing Angle (Typical)	Up to 178 degree horizontal / 178 degree vertical	
Brightness (typical)	Min 500 cd/m2	
Contrast ratio (Typical)	min 3000:1	
Response Time (Typical)	Maximum 12 ms	
Native Resolution	1920 X 1080	
Input / Output	(1) RJ45 Input (1) IR input and (1) IR output (1) RS232 input and (1) RS232 output (1) VGA Input, (1) VGA Output, (1) COMP video Input, (1) COMP Video Output, (1) HDMI	
USB Port	Built in USB	
Remote control	1 input for remote control	
Audio	20W (10W x 2)	
Mounting	Display should be mountable in both Portrait and Landscapes	
Input Power	Internal, Auto-Sensing, 100 to 240 VAC	
Power Consumption	120W	
Wall Mounting Kit & Power cords	Necessary wall mounting kit, accessories and Indian condition power cords to be provided	

**Additional Recommended Requirements**

- 1) Display should have minimum lifespan of 50,000 hours
- 2) Display should be provided with Wall Mount Bracket and should be mounted as per the requirement of the bank.
- 3) Display should have following standards certifications.
  - a. UL/IEC – For safety
  - b. FCC – For radiations regulation
  - c. Energy Star Certified.
- 4) Display should have AV Port

**2. Specification for Centralized Workstation**
**Warranty – 3 years and AMC – 2 years**

- a) Centralized Workstation – Quantity – 2 Number (1 Primary Server at Primary site and 1 backup server at DR site)**

**Make:**
**Model:**

<b>Specification</b>	<b>Feature</b>	<b>Complied or not complied</b>
Processor	1 X Intel Xeon E 5645 6 core processor	
Processor Speed	2.4 GHZ	
Cache	12 Mb	
Chipset	Intel Chipset X58	
Memory	8 GB Memory DDR3 1333 MHZ RDIMM. To be provided as 2 X 4 GB	
Hard Disk Drives	2 * 500 GB 7200 RPM or above, SATA/HDD	
RAID Controller	RAID 0/1 Controller and RAID 1 to be implemented	
Ports	4 USB Ports 2.0	
Optical Drive	DVD-RW	
Graphics Card	NVIDIA Quadro 4000 2 GB or above Promo Graphics	
Gigabit Ethernet Ports	2 numbers of 10/100/1000 Mbps Ethernet ports	
SMPS	300 W or above	
Mouse	USB Optical 2 button scroll mouse	
Keyboard	USB Multimedia Keyboard with minimum 104 keys	

Remote Management	Ability to remotely configure machines completely via command scripts with Advance Settings Utility	
Operating System	Windows 8 Professional 64 bit license with media	
IPV6 Support	Hardware and offered Software should support IPV6	

**b) Server Software**
**Name:**
**Version:**

<b>Features</b>	<b>Complied or not complied</b>
Support for a minimum of 6 Templates contains multi frame layout with various contents like video and images to be provided.	
It should have necessary hardware and software features to support media player which is offered as part of this Solution	
Screen can be divided into minimum of 6 zones. Minimum 2 Media zones supporting all Media formats (Videos, Images, Flash, Web URLs), 3 Ticker. Each zone can be scheduled independently	
Provision to choose Transition between images	
Software offered should support IPV6	
Support for Multi Lingual Fonts. Support for Major Indian Languages.	
Provision to push the content as well as schedule the delivery of contents to Media players.	
Grouping of Media players and delivery of contents based on the groups	
The software should support and manage Media Player and Display control(Power ,Volume etc.,)	
The software should support portrait and landscape mode positioned displays	
Creation of Text Tickers and support for viewing PDF and Excel files	
Necessary software license to be provided for covering all the required features mentioned above	
Should have feature of enabling & disabling players on the network.	
Feature to set the shutdown time and reboot time of the remote players.	
Logs for viewing the status of the players (Start Up time, Shutdown time and server connect time)	
Feature for creating project files for external pen drive updates for the players where there is no network connectivity.	
Feature for creating Different Users on the manager so that a specific User login is given rights to a specific Module.	
Software Updates and Patches are to be remotely managed from the manager to the Media Players.	

Player should be programmed to play unattended 24 x 7 basis	
The server software must be web based and should control minimum 400 Displays	
The server software should have a capability of layout designing , Scheduling and publishing Features	
The server should have feature to control the LED Display (e.g. Power Off/ On, Volume Change, Color settings) from central Location.	
The server should have feature to group & subgroup the display on various tree structure and publish, Schedule as per the tree.	
The server should have a facility to handle content like Movies, Images, PPT, Flash and various Contents.	
The Server should have a feature of urgent messaging.	
The server should have feature to get the hardware information from the Screen like MAC ID, IP, Switch On/Off Status & hardware faults.	
The server should have feature to create layout on various resolution Format.	
The Server should support RSS feed on the player.	
The server should support further addition of media players in future.	

### **3. Specification for Media Player Box**

**Quantity – 140** (For Initial Phase of Installation)

**Warranty – 3 years and AMC – 2 years**

<b>Features</b>	<b>Complied or not complied</b>
Media Player should be Ultra Small Form Factor and Vesa mountable i.e. mountable to the back side of the Display which is offered as a part of this bid	
Processor with 2GHz or above, 2 GB or above RAM and 320GB Hard disk	
Media player should have Windows® Embedded Standard 2009 or Windows 7 Embedded or Windows 7 Professional OS	
It should have necessary Graphics card to support full HD resolution with Display which is offered as part of this bid to keep the display in Portrait or Landscaped Mode	
Media Player should have necessary VGA, HDMI,DVI-D and Audio interfaces, USB 2.0 ports	
Ability to control and schedule (hour/day/week/month) content playback	
Media Player should support video codec MPEG 1,2 and 4 in Standard Definition(SD) and High Definition(HD), Web content including Graphics,	

Flash Animations, Windows Media and MP3 Audio	
Media Player Must support the delivery and display and playing of video files( MPEG, SWF, ASF, AVI, jpeg, gif, Flash and WMV), Image files and web content	
Media Player Should support ftp, http and Real Time Streaming Protocol (RTSP)	
Media Player should be able to control the offered Display as part of this bid for Turning on/off the screen, increasing brightness, volume etc. of display.	
Media Player should support multiple Layouts and multiple zones in each layout	
Media Player should support scrolling banners.	
Media Player should support unattended continuous playback	
Media Player should be able to work in offline mode with local repository i.e. even in the situation like the connectivity with the Central Server is lost	
Necessary mounting kits, RS232 Cable, Audio & Video cables and any other cable required to connect and operate the Media player with the offered Display as part of this bid and Indian environment power cords to be provided	
Media Player and offered software should support IPV6	
Necessary software with License for Media player software to be provided and license should cover all the software features mentioned above	
Should support Remote Shutdown	
Should be able to support Dial-up or Broadband connectivity	
Should support Major Indian Language Fonts.	
Information must be stored in Media Player in order to enable displaying the contents in the absence of internet connections	

#### **4. Additional Requirement of the Digital Signage Solution**

- Necessary Training Inputs shall be given to the bank so that bank staff shall be in a position to upload / change / modify the content in case of exigency.
- The contents to be displayed shall be provided by the bank, as and when required and the same shall be pushed to Display units via centralized server by the successful vendor. And necessary human resource support shall be given by the vendor to coordinate the above activities with the bank.
- The Vendor shall also create and modify the contents provided by the bank, as and when required by the bank and push the contents to display units.
- Real time updates like interest rates, product launches, campaign periods, new branches, KYC norms, RBI guidelines, etc. across all branches, must be supported by the system
- Maintain uniformity in message being communicated to public

**SECTION V****QUALIFICATION CRITERIA**

(Bidders should furnish a statement furnishing the compliance details. If a separate sheet is enclosed for details, relevant page number should be mentioned against that item)

The Bid will be rejected, if the following conditions are not met.

1. The Bidder should be a Limited Company and should be in existence in India for the last 3 years.
2. The Annual Turnover of the bidder should be more than Rs.5 crores during last three financial years of the bidder.
3. Service Provider should have net profit for last three financial years.
4. The Bidder should not have been blacklisted by any Government Dept / PSU / Banks for non-implementation / non delivery of the order / not providing support currently.
5. The Service Provider bidding for Digital Signage Project should have office/ presence at Chennai with presence at Bangalore, Hyderabad, Kolkata, Mumbai and New Delhi.
6. The Service Provider should have implemented the Automated Digital Signage System in at least one Bank/Financial Institution/Government Organization/PSU with a minimum of total 100 Displays. Proof of Concept (PoC) by any organisation will not be treated as experience.

**SECTION VI****BID FORM AND OTHER FORMATS****TABLE OF CONTENTS**

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**SECTION – VI****1. BID FORM**

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**FORM OF BID**

(Bidders are required to furnish the Form of Bid)

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

To

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

Sub: Implementation of Automated Digital Signage System.

Ref: Bid Document No. CO:TMD:PG:490:2014-15 dated 04.06.2014.

Having examined the Bidding Documents including Agenda Nos. .... (Insert numbers), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, install, manage, support, content management and support in content preparation and maintain..... (Description of Goods and Services), in conformity with the said Bidding Documents.

We undertake, if our bid is accepted, to deliver the goods and services 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 in a sum equivalent to 5% percent of the Contract Price 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. We agree to extend the Bid Validity Period and Bank Guarantee towards Earnest Money Deposit, if required.

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 bank is not bound to accept the lowest or any bid bank may receive.

CO:Technology Management Dept

**REF: CO:TMD:PG:490:2014-15**

**DATED 04.06.2014**

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

Dated this ..... day of ..... 201.....

.....  
Signature

.....  
(In the Capacity of)

Duly authorised to sign bid for and on behalf of

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

Mobile:

Email:

**REF: CO:TMD:PG:490:2014-15****DATED 04.06.2014****2. SELF DECLARATION – BLACKLISTING**

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

Dear Sir,

**Sub:** Implementation of Automated Digital Signage Systems.

**Ref:** Bid Document No. CO:TMD:PG:490:2014-15 dated 04.06.2014.

We hereby certify that, we have not been blacklisted by any Government Dept / PSU / Banks for non-implementation / non delivery of the order / not providing support currently.

**Signature of Authorized Official**

**Name and Designation with Office Seal**

**Place:**

**Date:**

**REF: CO:TMD:PG:490:2014-15****DATED 04.06.2014****3. BID SECURITY FORM**

Whereas..... (Hereinafter called "the Bidder") who intends to submit bid dated..... (date of submission of bid) for the supply of ..... (name and/or description of the goods) (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. Sealed with the Common Seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_ 201 \_\_\_\_.

THE CONDITIONS of this obligation are:

1. If the Bidder

(a) withdraws its Bid during the period of bid validity

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 any demand in respect thereof should reach the Bank not later than \_\_\_\_\_.

(Signature of the Authorised Official of Bank)

**NOTE: 1.** Supplier should ensure that the seal and Code No. of the signatory is put by the bankers, before submission of the Bank Guarantee.

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

**REF: CO:TMD:PG:490:2014-15****DATED 04.06.2014****4. CONTRACT FORM**

**THIS AGREEMENT** made the .....day of.....2014 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 vide RFP No. CO:TMD:PG:490:2014-15 dated 04.06.2014 for certain Goods and ancillary services viz., ..... (Brief Description of Goods and Services) and has accepted a bid by the Supplier for the provision of those goods and services in the sum for ..... (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:

S. No.	Description of the hardware/software	Quantity -Primary	Quantity - Backup	Total Quantity	Unit Price	Total Price
1	Industrial Standard Display Panel			140		
2	Centralized Workstation Server & Server Software	1	1	2		
3	Media Player Box			140		

**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:.....

**REF: CO:TMD:PG:490:2014-15****DATED 04.06.2014****5. PERFORMANCE SECURITY FORM**

Bank Guarantee No.

Date

:

To :

INDIAN BANK, CHENNAI, INDIA.

**WHEREAS** ..... (Name of Supplier) hereinafter called "the Supplier") has undertaken, in pursuance of Contract No..... dated,..... 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 Recognised Bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract including Maintenance and Repairs of the entire system including cost of spares during warranty period.

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

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

This guarantee is valid until the .....day of.....201.... and claim period is valid upto .....

Signature of Authorised Official with Seal

.....

Date.....201..

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 Banks located in India shall be on a Non-Judicial Stamp Paper of requisite value.
3. Please note that guarantee to be valid for 63 months and claim period is one month.

**REF: CO:TMD:PG:490:2014-15****DATED 04.06.2014****6. MANUFACTURERS' AUTHORIZATION FORM**

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

Dated

To

Dear Sir,

Sub: Supply, installation and maintenance of systems.

Ref: Tender No. CO:TMD:PG:490:2014-15 dated 04.06.2014.

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 bid, and sign the contract with you for the goods manufactured by us against the above IFB.

We hereby extend our full Guarantee, Warranty and AMC as per Conditions of Contract for the goods and services offered for supply by the above Company against this RFP. We duly authorise the said Company to act on our behalf in fulfilling all installation, technical support and maintenance obligations required by the Contract.

Yours faithfully,

(Name of Manufacturer)

REF: CO:TMD:PG:490:2014-15

DATED 04.06.2014

**7. PROFORMA OF INSTALLATION CERTIFICATE FOR ISSUE BY THE BANK AFTER SUCCESSFUL COMMISSIONING OF EQUIPMENT**

Date:

**Sub:** Certificate of Commissioning of Equipment.**Ref:** Purchase Order No.

1. This is to certify that the equipment/s 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 \_\_\_\_\_
- (c) Quantity \_\_\_\_\_
- (d) Date of delivery \_\_\_\_\_
- (e) Date of commissioning and proving test \_\_\_\_\_

2. Details of accessories/spares not yet supplied and recoveries to be made on that account:

S.No.	Description	Amount to be recovered
-------	-------------	------------------------

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

4. 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 date and stamp \_\_\_\_\_

\* Explanatory notes for filling up the certificates:

- (a) The Supplier has adhered to the time schedule specified in the contract in despatching the documents pursuant to Technical Specifications.
- (b) The Supplier has 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 Automated Digital Signage and system.
- (c) In the event of documents 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.

**8. SERVICE SUPPORT DETAILS**

S.No.	Service Centre Name	Full Address	Postal	Land Phone Number	line	E Mail id	Status of office working days and hours	No. of Engineers

Date:

Signature of Authorised Official with Seal

REF: CO:TMD:PG:490:2014-15

DATED 04.06.2014

**9. NON DISCLOSURE AGREEMENT**

**THIS AGREEMENT** made and entered into at .....on this the.....day of.....201.. between **INDIAN BANK**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at No.254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014, hereinafter called the "**BANK**" which term shall wherever the context so require includes its successors and assigns

**AND**

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

**WHEREAS**

The Bank is interalia engaged in the business of banking

M/s. .... Limited has been engaged in the business of supply, installation and management, support and service of Automated Digital Signage Systems

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

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

**1. Confidential information**

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

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

**REF: CO:TMD:PG:490:2014-15****DATED 04.06.2014**

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

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

### **3. Exemptions**

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

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

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

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

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

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

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

Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that the Receiving party shall first have given notice to the Disclosing Party 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

**REF: CO:TMD:PG:490:2014-15****DATED 04.06.2014**

party, the receiving party shall promptly return or destroy all written, graphic or other tangible forms of the confidential information and all copies, abstracts, extracts, samples, note or modules thereof.

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

## **5. Title and Proprietary rights**

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

## **6 .Return of confidential information**

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

## **7. Remedies**

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

## **8. Entire agreement**

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

## **9. Severability**

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

**10. Dispute resolution mechanism**

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

**11. Jurisdiction**

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

**12. Governing laws**

The provisions of this agreement shall be governed by the laws of India.

In witness whereof, the parties hereto have set their hands through their authorised signatories

**BANK**

.....

**M/s.**



CO:Technology Management Dept

**REF: CO:TMD:PG:490:2014-15**

**DATED 04.06.2014**

## **10. Undertaking of authenticity**

**Sub:** Implementation of Automated Digital Signage System.

**Ref:** Your Bid Document No. CO:TMD:PG:490:2014-15 dated 04.06.2014.

This has reference to Implementation of Automated Digital Signage Systems and Server being quoted to Indian Bank vide our Quotation No. \_\_\_\_\_ Dated \_\_\_\_\_

We hereby undertake that all the components/parts/assembly/software used in the Automated Digital Signage Systems and other supplies 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 for, by Indian Bank in the purchase order shall be supplied along with the authorised license certificate (eg. Product Keys on Certification of Authenticity in case of Microsoft Windows Operating System) and also that it shall be sourced from the authorised source (eg Authorised Microsoft Channel in case of Microsoft Operating System).

Should Indian Bank require, we hereby undertake to produce certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with above at the time of delivery or during installation, for the Automated Digital Signage Systems and servers and other supplies already billed, we agree to take back Automated Digital Signage Systems and servers and other supplies without demur, if already supplied and return the money if any paid to us by Indian Bank in this regard and our EMD/BG get forfeited.

Authorised Signatory

Name:

Designation

Place

Date

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



CO:Technology Management Dept

**REF: CO:TMD:PG:490:2014-15**

**DATED 04.06.2014**

**11. PART-II (Price Breakup to be submitted by the Bidders after Online Reverse Auction)**

Date:

The Assistant General Manager  
Indian Bank, CO: Technology Management Department  
254-260 Avvai Shanmugam Salai  
Royapettah, Chennai 600 014.

Dear Sirs,

Sub: Implementation of Automated Digital Signage Systems.

Ref: Bid Document No. CO:TMD:PG:490:2014-15 Dated 04.06.2014.

Further to online reverse auction conducted on \_\_\_\_\_, we submit hereunder the price breakup details of Automated Digital Signage Systems as per the specifications.

**A. Cost Price**

S. No.	Description of the hardware/software	Qty	Unit Price (in Rs.) *	Total Price (in Rs.) *
1	Industrial Display Panel	140		
2	Centralized Workstation server & related Software	2		
3	Media Player Box	140		
Total				

**B. AMC**

S No	Item Description	Qty (No)	AMC Charges for 4 <sup>th</sup> and 5 <sup>th</sup> Year *		Total AMC Amount *
			4 <sup>th</sup> year Amount	5 <sup>th</sup> year Amount	
1	Industrial Display Panel	140			
2	Centralized Workstation server & related Software	2			
3	Media Player Box	140			
	Total AMC Charges for 4 <sup>th</sup> & 5 <sup>th</sup> year (Exclusive of Taxes)				



CO:Technology Management Dept

**REF: CO:TMD:PG:490:2014-15**

**DATED 04.06.2014**

**Summary**

<b>S No</b>	<b>Description</b>	<b>Amount in Rupees *</b>
1	Total Cost as per A	
2	Total AMC Charges for 4 <sup>th</sup> & 5 <sup>th</sup> Year as per B	
3	Grand Total →	

\* a) Inclusive of all Duties, Levies, Freight, Insurance, Delivery, Installation, Warranty for 3 years and AMC for 2 years.

b) Exclusive of VAT/CST, Service Tax, Octroi/Entry Tax only. Octroi/Entry Tax will be reimbursed on submission of original receipt. TDS will be deducted as per the applicable rates from the payment.

**Price in words: Rupees \_\_\_\_\_**

We submit that we shall abide by the details given above and the conditions given in your above tender.

Office Seal

Place:

Date:

Business Address:

For

(Authorized Signatory)

Name:

Designation:

Mobile No:

Telephone No:

**12. CHECKLIST for Part – I**

<b>S. No.</b>	<b>Criteria</b>	<b>Documents are to be submitted as proof</b>
1	The Bidder should be a Limited Company and should be in existence in India for the last 3 years.	Copy of certificate of Incorporation
2	The Annual Turnover of the bidder should be more than Rs.5 crores during last three financial years of the bidder.	Copy of the Audited Balance Sheet and P&L.
3	Service Provider should have net profit for last three financial years.	Copy of the Audited Balance Sheet and P&L.
4	The Bidder should not have been blacklisted by any Government Dept / PSU / Banks for non-implementation / non delivery of the order / not providing support currently.	Declaration for the same to be submitted by the Bidder as per format 2 of Section VI.
5	The Service Provider bidding for Digital Signage Project should have offices/ presence at Chennai with presence at Bangalore, Hyderabad, Kolkata, Mumbai and New Delhi.	Self Certificate clearly mentioning location / address of offices and presence at these places. Copy of latest Telephone bill.
6	The Service Provider should have implemented the Automated Digital Signage System in at least one Bank/Financial Institutions/Government Organization/PSU with a minimum of total 100 Displays. Proof of Concept (PoC) by any organisation will not be treated as experience.	Letter from the earlier client(s) to prove that Service Provider has installed a total of 100 Displays alongwith copy of purchase order.
7	Bid Form	Bid Form signed by the Authorised Official of the Bidder should be attached as per format 1 of Section VI.
8	Undertaking of Authenticity	Undertaking issued by Company Secretary should be attached as per format 10 of Section VI
9	Technical Compliance	Compliance to be given as per Annexure – I of Section IV