

BIDDING DOCUMENT
FOR
SUPPLY, INSTALLATION AND MAINTENANCE
OF TERMINAL SECURITY SOLUTION FOR ATMs & CASH RECYCLERS

Reference No.CO: DBD: ATM: 566/R1: 2018-19

Date: 17.08.2018

Pre-Bid Meeting	24.08.2018 at 11.00 Hours
Last Date for receipt of bids	10.09.2018 at 16.00 Hours
Date and time of opening Technical bids	10.09.2018 at 16:15 Hours



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SECTION I - REQUEST FOR PROPOSAL (RFP)

Indian Bank (The Bank), a Public Sector Bank, having its Corporate Office at 254-260, Avvai Shanmugham Salai, Royapettah, Chennai - 600 014 invites sealed proposals for supply, installation and maintenance of Terminal Security Solution for ATMs & Cash Recyclers with 1 year warranty & 4 years AMC as described in this bid document. The details are given below:

Tender Reference	CO:DBD:ATM-CR: 566/R1/2018-19 Dt: 17.08.2018		
Pre-Bid meeting with bidders	24.08.2018 at 11.00 Hours		
Last Date for receipt of bids	10.09.2018 at 16.00 Hours		
Date and time of opening Technical bids	10.09.2018 at 16:15 Hours		
Addresses for Communication:			
Shri Vinodh. V Assistant General Manager Indian Bank, Head Office, Digital Banking Division, No.66, Rajaji Salai, Chennai, Tamil Nadu, PIN 600 001, India.		Shri. Jaseel PC Chief Manager Indian Bank, Head Office, Digital Banking Division, No.66, Rajaji Salai, Chennai, Tamil Nadu, PIN 600 001, India.	
Phone: 91 44 25269717 E-Mail : vinodh.v@indianbank.co.in		Phone: 91 44 25279718 E-mail: jaseel.pc@indianbank.co.in	

Technical bids received by the Bank will be opened in the presence of the bidders' representatives who choose to attend the opening on the date and time specified above. Only the bidders who have submitted their bid in response to this tender are permitted to attend the opening of Technical bids.



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

1. Indian Bank, a Public Sector Bank, having its Corporate Office at 254-260, Avvai Shanmugham Salai, Royapettah, Chennai – 600 014, has national presence in more than **2837** locations and international presence in Singapore and Srilanka. It has been serving the nation with a team of dedicated staff for more than 111 years (Here in after called 'The Bank'). The Bank is engaged in diversified banking activities. The Bank is also a pioneer in introducing the latest technology in Banking including introduction of ATMs/ Cash Recyclers etc. The Bank has installed more than 2714 ATMs/CDs and 553 Cash Recyclers (BNAs) till date.
2. Bank invites sealed bids from eligible bidders for the supply, installation and maintenance of Terminal Security Solution (TSS) for ATMs & Cash Recyclers with 1 year warranty & 4 years AMC. The total number of client licenses required is 5,000. Technical specifications for the TSS are provided in the technical bid of this bid document.
3. The cost of Bid document is Rs.20,000/- (Rupees Twenty thousand only). The amount has to be paid by way of DD favouring Indian Bank, payable at Chennai. **Cost of bid documents should be paid at the time of pre-bid meeting.** Bidders who do not attend the pre-bid meeting can submit the DD along with the technical bid. Further information can be had from the bank at the addresses given below from 10.00 hrs to 17.00 hrs on all working days.

Shri Vinodh. V, Assistant General Manager Indian Bank, Head Office, Digital Banking Division, No.66, Rajaji Salai, Chennai, Tamil Nadu, PIN 600 001, India.	Shri. Jaseel PC, Chief Manager Indian Bank, Head Office, Digital Banking Division, No.66, Rajaji Salai, Chennai, Tamil Nadu, PIN 600 001, India.
Phone: 91 44 25269717 E-Mail : vinodh.v@indianbank.co.in	Phone: 91 44 25279718 E-mail: jaseel.pc@indianbank.co.in

Bids must be delivered to the address given below, on or before 16.00 hours IST on 10.09.2018 and must be accompanied by a bid security of Rs.60,00,000/- (Rupees Sixty Lakhs only). Late Bids will be rejected. The Technical Bids would be opened at 16.15 Hrs IST on 10.09.2018 itself by the Bank and will be evaluated. Bidders' representatives may participate in the Technical Bid opening process. After technical evaluation, only the eligible bidders will be communicated of the date and time of online reverse auction and the details of auction agency to identify lowest (L1) quoted bidder.

Chief Manager
Premises & Expenditure Department
Indian Bank Corporate Office
No-254-260, Avvai Shanmugham Salai,
Chennai, PIN 600 014, India.

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



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SECTION – III**INSTRUCTIONS TO BIDDERS****1. Introduction:**

- 1.1 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents may result in rejection of its bid and will be at the Bidder's own risk.
- 1.2 Pre-bid Meeting:
- a. A pre-bid meeting is scheduled to be held at the following address at 11.00 hours IST on 24.08.2018. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting.

**Indian Bank Head Office, Digital Banking Division,
No.66, Rajaji Salai, Chennai,
Tamil Nadu, PIN 600 001, India**

- 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 ie. Rs.20,000/- (Rupees Twenty 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.
- c. The purpose of the meeting will be to clarify issues and to answer questions raised by the probable bidders.
- d. The bidder is requested to submit questions in writing two days in advance to the Bank before the pre bid meeting date, in the format provided in **Section VI (11)**
- e. 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.

2. Amendment of bidding documents

- 2.1 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, may modify the Bidding Documents by amendment.
- 2.2 Amendments if any, carried out in the Bidding document will be ported in the Banks' website and will form part of the Bidding document.

3. Documents constituting the bid

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

3.1 Technical Bid

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

For submitting Technical bid, Bidders shall use the original Section VIII published by the Bank as part of the RFP, which contains Bank's seal.

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



Note: All the documents and certificates as per section V and Section VI (9) should be submitted along with the technical bid.

- Bid Form (Section VI (1) of the bid document) as per enclosed format should be enclosed with the technical bid.
- Bid security (Earnest Money Deposit) as per enclosed format (Section VI - 3)

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

3.2 Integrity Pact

Bidders shall submit Integrity Pact (IP) along with the technical bid in the format provided in Section VI (10) of the RFP. Integrity Pact is an agreement between the prospective bidders and the buyer committing the persons/officials of both the parties not to exercise any corrupt influence on any aspect of the contract. Any violation of the terms of Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings.

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

3.3 Commercial bid

Commercial bid will be finalized through online reverse auction. Commercial bid as per enclosed format (Section VIII of the bid document) shall be submitted by the successful bidder **ONLY** after online reverse auction process. **No commercial information shall be furnished during submission of technical bids.**

4. Documents establishing Bidder's eligibility and qualification.

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 company etc.
- 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 equipments within the specified time of completion after meeting all their current commitments.
- 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 Bank or its representative for inspection.
- Details of Service Centres and information on service support facilities that would be provided in the Service Support Form enclosed.
- Reports on financial standing of the Bidder such as profit and loss statements, balance sheets and auditor's report for the past three financial years and banker's certificates.

5. Documents establishing goods' conformity to Bidding Documents

5.1 The Bidder shall furnish, as part of Technical bid, documents establishing conformity to the Bidding Documents of all goods and services, which the Bidder proposes to supply under the Contract. (As per Section VII – Technical bid)

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 capabilities and performance characteristics of the TSS offered by the bidder.

b. An item-by-item commentary on the Bank's Technical Specifications demonstrating responsiveness of the offered solution to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications, if any.

6. Bid Security (Earnest Money Deposit)

6.1 The Bidder shall furnish, as part of its bid submission, bid security in the form of a bank guarantee issued by a Scheduled Bank in India or a Foreign Bank located in India, in the form provided in the Bidding Documents, for a sum of Rs.60,00,000/- (Rupees Sixty Lakhs only) and valid for one hundred and sixty five (165) days beyond the last date for submission of the bid (i.e. up to 22.02.2019), favouring Indian Bank with additional claim period of one month.

6.2 Unsuccessful Bidders' bid security will be discharged or returned after the expiration of the period of bid validity prescribed by the Bank or on completion of administrative formalities of the procurement.

6.3 The successful bidders' bid security will be discharged upon the Bidder signing the Contract with the BANK and furnishing the performance security.

6.4 The bidder shall be liable for forfeiture of bid security :

- a. If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- b. In the case of successful Bidder, if the Bidder fails to sign the Contract with the BANK or to furnish performance security within the stipulated period.
- c. If a bidder makes any statement or encloses any form which turns out to be false / incorrect in the bid form.

6.5 No interest is payable on the EMD.

7. Period of validity of bids

7.1 Bids shall remain valid for the period of 120 days after the last date for submission of bid prescribed by the Bank. A bid valid for a shorter period shall be rejected by the Bank as non-responsive.

8. Format and signing of Bid

8.1 All pages of the bid, except for un-amended printed literature, shall be initialled by the authorised person(s) signing the bid.

8.2 Any interlineations, erasure or overwriting shall be valid only if they are initialled by the authorised person(s) signing the Bid.

9. Sealing and marking of Bids

9.1 The Bidder shall seal the technical bid in an envelopes, duly marking the envelopes as "Supply, installation and maintenance of Terminal Security Solution for ATMs & Cash Recyclers - Technical Bid".

9.2 The envelopes shall :

- a. be addressed to **The Chief Manager** at the below address;

**Indian Bank, Corporate Office, Expenditure Department,
No: 254-260, Avvai Shanmugham Salai, Chennai, PIN 600 014, India.**



- b. bear the Project name and a statement: "DO NOT OPEN BEFORE 10.09.2018", to be completed with the time and the date specified below.

10. Deadline for submission of Bids

- 10.1 Deadline for bid submission is: 10.09.2018 at 16.00 hours. The bid document along with required enclosures should be submitted either in person or it can be sent by post but it should reach the concerned office on or before 16:00 hrs on 10.09.2018.
- 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 not be accepted and returned unopened to the bidder.

11. Opening of bids by Bank

- 11.1 The Bank will open the Technical bid in the presence of a committee appointed for the purpose and in the presence of bidders' representative on 10.09.2018 at 16.15 hrs.
- 11.2 The Bidders' representatives who are present shall sign a register evidencing their attendance.
- 11.3 The Bidders' names, bid modifications or withdrawals, 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 for 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. Acceptance of Terms and Conditions:

The bidders submitting their bids in response to this RFP should accept all the terms and conditions in total without any deviation or condition. Bidders shall submit a copy of the RFP document duly signed by the authorized person with seal for having accepted the terms and conditions without any deviations. Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the bank.

14. Evaluation and Comparison of bids

14.1 General Evaluation

- 14.1.1 The Bank will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 14.1.2 The Bank may waive any minor informality, non-conformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the eligibility of any Bidder.
- 14.1.3 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.

14.2 Technical evaluation

- 14.2.1 The bidder should satisfy all the qualification criteria mentioned in Section V of this bid and technical specifications as per section VII.
- 14.2.2 The bidder & the Original Equipment Manufacturer (OEM) should extend support for the quoted Solution at least for five years, i.e. initial warranty period of 1 year and subsequent AMC period of 4 years.

14.3 Commercial evaluation

- 14.3.1 Commercial evaluation will be done through online reverse auction. After technical evaluation, only the eligible Bidders will be communicated of the date and time of the online reverse auction process, business rules for the auction and the details of the agency who shall conduct the reverse auction. The bidder should have valid digital certificates to participate in the online reverse auction.
- 14.3.2 The prices shall be quoted in Indian Rupee only.
- 14.3.3 The rates quoted during online reverse auction shall include all costs, duties including excise duty, levies, insurance, freight, warranty, AMC, charges for incidental services, installation and grouting charges etc.
- 14.3.4 Goods and Service Tax (GST) applicable shall be extra as applicable.

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

- 15.1 The Bank reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders.
- 15.2 The Bank reserves the right to entrust the work of AMC to any vendor after the expiry of warranty period at its discretion.
- 15.3 The RFP shall be read in conjunction with any amendment issued subsequently.

16. Bank's right to vary quantities

The Bank reserves the right to increase or decrease, by 25%, the quantity of goods and services originally specified in the Section 4.3(iii) without any change in unit price and other terms and conditions.

17. Liabilities Of Bank

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

This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary, obtain independent advices/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend, or supplement the information in this RFP.

18. Bid Proposal And Ownership

The Bid submitted and all supporting documentation/templates are the sole property of Indian Bank and should not be redistributed, either in full or in part thereof, without the





prior written consent of Bank. Violation of this would be a breach of trust and may, inter alia cause the Bidder to be irrevocably disqualified. The proposal and all supporting documentation submitted by the Bidder shall become the property of Indian Bank and will not be returned.

19. 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.

20. Disclaimer

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

21. Negotiation

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

22. Signing of Contract

Within Fifteen (15) days from the date of receiving the Purchase Order, the Successful bidder(s) shall provide acceptance of the purchase order, sign the contract as per the format provided in section VI (4) and return it to the Bank. Also a Service Level agreement shall be entered into, which will contain the service related clauses of the RFP, such as warranty, AMC, uptime, down time penalty, termination, settlement of disputes etc. All contracts will be valid for 5 years from the date of acceptance of the purchase order. Bank reserves the rights to extend the contract for further period of 3 years at the same rates and terms and conditions or at the rates arrived based on negotiation of rates based on market rates. Integrity pact executed between the Bank and successful bidder(s) is deemed to be a part of the contract.

23. Performance Security

- 23.1 Within Fifteen (15) days of the receipt of Purchase order from the BANK, the successful bidder shall furnish performance security in accordance with the Conditions of Contract, by signing the Performance Security Form (Section VI (5)) provided in the Bidding Documents.
- 23.2 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, in which event the BANK will call for new bids (re-tender).

24. Awarding of Contract

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



Contract will be awarded to the L1 bidder, who will be declared as the successful bidders based on prices offered during commercial evaluation.

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

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

The Successful bidder has to submit attendance, salary, appointment letters etc. of all the outsourced employees for any type of services engaged either through contractors or directly. If engaged through contractors, list of all the contractors engaged for any/all services and whether the said contractors are covered independently under the EPF & MP Act 1952. The agreement of contracts with the contractors, the PF code number of the contractors, if covered, the attendance of the contract employees, the remitted PF challan with the ECR should be submitted.

26. Exemptions to Micro & Small Enterprises

MSEs registered under Single Point Registration Scheme of NSIC are exempted from payment of cost of RFP and EMD. For availing these benefits, such bidders must submit the copies of relevant Registration Certificates clearly indicating their capacity and monetary limit during the pre-bid meeting. In case the capacity and monetary limit specified in the registration certificate is less than the tender value, bidder must get assessed the competency of the unit to execute contract of the higher value keeping in view of the pending load on the unit from inspection agency of NSIC for higher capacity / competence.

However the exemption is only for Bid Security at the time of submission of tender documents. If such a bidder is successful in the tender process, then performance guarantee as per the RFP document shall be submitted.



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SECTION - IV**CONDITIONS OF CONTRACT****1. DEFINITIONS**

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

- a. **"The Contract"** means the agreement entered into between the Bank and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- b. **"The Contract Price"** means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- c. **"The Goods"** means all of the equipment, machinery, and / or other materials which the Supplier is required to supply to the Bank under the Contract;
- d. **"The Services"** means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as grouting, installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Contract;
- e. **"The Purchaser"** means Indian Bank.
- f. **"Bank"** where applicable, means Indian Bank
- g. **"The Supplier"** means the individual or firm supplying the Goods and Services under this Contract.
- h. **"The Project Site"**, where applicable, means the place or places where the TSS will be installed.
- i. **"ATM"** means the machine which can dispense currency.
- j. **"Cash Recycler"** means the machine which can accept, recycle and dispense currency as bunch.
- k. **"Terminal"** means ATMs & Cash Recyclers.

2. USE OF CONTRACT DOCUMENTS AND INFORMATION ;

- 2.1 The Supplier shall not, without the Bank's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the 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 Bank'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

If at the time of supplier supplying, installing and commissioning the equipment in terms of the present contract/order or subsequently it appears at any point of time that an infringement has occurred of any patents, trademarks or other rights claimed by any third party, then in respect of all costs, charges, expenses, losses and other damages which the Bank may suffer on account of such claim, supplier shall indemnify the Bank and keep it indemnified in that behalf. However, except for indemnity for IPR (Intellectual properties rights) claims, the supplier will not be cumulatively liable to the Bank for any amount greater than the Contract value.

4. SCOPE OF WORK

The successful bidder shall take total responsibility for supply, installation and maintenance of Terminal Security Solution as per the terms and conditions of this RFP.



4.1 The high level scope of the assignment is furnished below:

- a. Supply, installation and maintenance of the Application Software, Middleware (if applicable), Database software, Server hardware (optional) and terminal client software of Transaction Security Solution at Bank's Primary Data Centre (Chennai) and DR Site (Hyderabad).

(Bank reserves the rights to purchase the hardware from any other source as per the technical specifications submitted by the successful bidder.)
- b. Test the solution in the existing terminal models as well as new models installed during the contract period with help of Original Equipment Manufacturers (OEMs) of ATMs & Cash Recyclers.
- c. Maintenance of the Hardware (optional) & Software of Transaction Security Solution under warranty for 1 year and subsequent AMC for 4 years from the date of installation.
- d. Customize the TSS solution at no additional cost to the Bank to comply with the requirements and guidelines issued by regulatory authorities (RBI, Government of India & NPCI) during the contract period.
- e. Facility management through 1 onsite resource each under 3 shifts (from 6:00 AM to 2:00 PM, from 11 AM to 7 PM and from 3 PM to 11 PM. respectively) on all days except Nationwide Bank Holidays, at Bank's ATM monitoring department at Chennai. The resources should have prior experience in TSS server operations. In case of leave / absence of the FM resource(s), alternate resource with adequate knowledge and experience should be deputed for duty.
- f. Training to Bank's team of 5 officers on operations, configurations and trouble shooting of all the components of the TSS Solution.

4.2 Scope Of Facility Management Services Under Facility Management

The Supplier is required to provide the following services under Facility Management.

- a. Monitor the entire TSS solution including the Hardware, Application Software and the software clients installed in the terminals.
- b. Perform configuration changes, version up-gradations, trouble shooting, patch installation, running of batch processes.
- c. Performing Back-ups, application management and data maintenance.
- d. Provide the OTP for login to the terminals to Field Level Engineers on request.
- e. Testing the latest application & OS patches and policy changes in the test ATMs & Cash Recyclers available within the office premises and deploying the same in live terminals remotely.
- f. Support field level engineers for installing the TSS client in the terminals and to trouble shoot the issues in installation / functioning of the clients.
- g. Issue docket number to the field engineers once installation is completed successfully and maintain the records for future reference.
- h. Handling of alerts and fraud cases reported by the TSS solution, which includes, but not limited to Reporting of any unauthorized attempt to:
 - (i) Login to ATM,
 - (ii) Change the settings, especially security settings,
 - (iii) Enable USB devices,
 - (iv) Run any malware or 3rd party service,
 - (v) Install / Auto-Run executables / batch files
- i. Investigate and report suspicious activities like deviating or non-consistent transaction or event patterns which are caused by unauthorized system usage.
- j. Switching operations to the DR site in case of issues at the Primary site.



- k. Take-up with Bank's network team and on-site engineers of OEMs in case the client installed in any terminal is disconnected from the server.
- l. Performance Monitoring / Fine Tuning.
- m. Extract the hardware utilization reports on a weekly basis and submit to Bank.
- n. Inform the Bank in case of any performance issues.
- o. System/Application Administration
- p. Take up with technical team for fixing any vulnerability reported in the solution.

4.3 Quantity Of Items To Be Supplied

- (i) Hardware: 1 set of Application Server & Data Base Server each for Primary Data Centre and DR Site (identical configuration for both the sites) and 1 UAT server at Primary DC.
- (ii) Application Software: 1 No. of software license for DC & DR under Active – Passive mode and for UAT environment at Primary DC.
- (iii) Software client: 6,000 client software licenses for terminals. Separate Delivery orders for client licenses will be issued by the bank as and when licenses are required by the Bank. Bank reserves the right to place additional delivery order for up to 25% of the above quantity at the same price for the new terminals to be installed by the Bank during the contract period. In case any terminal is replaced with another terminal in the same location, license will be transferred to the new terminal without any additional cost to the Bank.

Payment for client licenses will be made only for the actual number of software clients installed and operational on a quarterly basis.

5. TIMELINES FOR IMPLEMENTATION AND PENALTY FOR DELAY

- a. Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed below. The Liquidated Damages that will be deducted from the payments to successful bidder for delays beyond the prescribed timelines are also furnished below:

N o.	Deliverable	Time line for Completion (for Primary DC Site)	Time line for Completion (for DR)	Liquidated Damages (Applicable GST extra)
1.	Identification and appointment of Project Manager (SPOC) and Project kick-off meeting.	1 week from the date of receipt of Purchase Order.		0.25% of the total implementation fees for each week or part thereof, till a maximum deduction of 10%.
2.	Delivery of all Hardware & Application Software.	5 Weeks from the date of receipt of Purchase Order.	8 Weeks from the date of receipt of Purchase Order	0.5% of the cost of delayed item for each week or part thereof, till actual delivery, up to a maximum deduction of 10%.
4.	Complete Installation of the TSS and UAT Sign-off	7 Weeks from the date of receipt of Purchase Order	10 Weeks from the date of receipt of Purchase Order	0.5% of the onetime implementation fees for each week or part thereof, till a maximum deduction of 10%.
5.	Commencement of Facility Management Services	6 Weeks from the date of receipt of Purchase Order	N.A	0.5% of the total Facility Management charges for each week or part thereof, till a maximum deduction of 10%.



6.	Training to Bank' team	8 Weeks from the date of Acceptance of Purchase Order	N.A	0.5% of the onetime implementation fees for each week or part thereof, till a maximum deduction of 10%.
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- b. Once the Liquidated Damages for any of the above activities reaches the maximum deduction of 10%, Bank may consider termination of the contract.
- c. 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.
- d. If the delay is due to reasons attributable to the Bank, such period will be exempted from computation of delay for the purpose of LD.

6. DELIVERY AND DOCUMENTS

Delivery of the goods shall be made by the Supplier in accordance with the terms specified above. The details of shipping and / or other documents are to be furnished by the Supplier as follows.

- i. One copy of the Supplier Invoice showing contract number, goods description, quantity, unit price, total amount;
- ii. Delivery Note, Railway Receipt or acknowledgement of receipt of goods from the Consignee;
- iii. Copy of Insurance Certificate (In the case of global insurance policy, copy of the global insurance policy along with a letter from the insurance agency confirming the coverage of the equipments supplied as part of this procurement to be furnished i.e. specific reference to the coverage of the equipments supplied as part of this procurement to be furnished);
- iv. Inspection Certificate issued by the nominated inspection agency, if any.
- v. Software License Certificates;

7. INSURANCE

The hardware 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 successful bidder should also insure the goods for 100% of invoice value under Storage cum Erection policy till three months from the date of delivery. However, at the time of submission of invoice for payment of delivery, the successful bidder should ensure that the insurance policy has residual period of 60 days.

Copy of the global insurance with specific reference to the coverage of the equipments supplied as part of this procurement to be furnished for transit insurance.



8. TERMINAL SECURITY SOLUTION UPTIME & PENALTY FOR DOWNTIME

- a. Successful bidder should ensure an uptime of 99.50% for the TSS solution throughout the contract period including the Application Software and Hardware supplied by the successful bidder.
- b. Uptime will be calculated on the basis of No. of Hours for which the solution was DOWN or Unavailable at both Primary and DR sites due to the reasons attributable to the successful bidder in a month, divided by the total no. of Hours in the month. For a 30-days month, maximum Downtime permitted is 216 minutes.
- c. In case the downtime exceeds the permitted maximum downtime of 0.10%, Downtime penalty will be applicable and will be recovered from the successful bidder at Rs.10,000/- for every 30 minutes increase in the downtime, or part thereof, subject to a maximum of Rs.10 Lakhs per month. Bank may consider termination of the contract if once the maximum penalty is reached during any month.
- d. In the event of TSS client software installed in the terminal requires re-installation by way of engineer visit to the terminal, due to reasons attributable to TSS or successful bidder, cost of such re-installations shall be borne by the successful bidder.
- e. In case the Bank or customers suffer any loss due to failure of the TSS in preventing any fraud or activity which the TSS is expected to prevent, Bank will recover the loss from the successful bidder.
- a. Penalty will not be applicable for DOWNTIME / LOSS occurring due to reasons not attributable to the successful bidder and due to Force Majeure.

9. TRAINING

For each hardware and software components installed, the successful bidder should train the designated Bank technical and end-user personnel (up to 5 members) to enable them to effectively operate the solution.

10. TECHNICAL DOCUMENTATION

The Technical Documentation involving detailed instruction for operation and maintenance is to be delivered with the software and hardware. The language of documentation should be English.

11. AUDIT AND TESTS

- 11.1 The Bank or its representative shall have the right to audit and / or test the Goods (Hardware & Software) 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.
- 11.2 Bank, its representative, RBI and Government Agencies shall have all the rights to carry out the VAPT (Vulnerability and penetration testing) or other system Audit for the service offered under this RFP.
- 11.3 Any charges payable to the Bank representative designated for audit shall be borne by the Bank.
- 11.4 The audit 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 auditors at no charge to the Bank i.e. Successful bidder shall make arrangements at their premises for audit and tests.

- 11.5 Should any audited 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.
- 11.6 The Bank's right to audit, 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 audited, tested and passed by the Bank or its representative prior to the Goods' shipment.
- 11.7 The Bank shall inform its decision to conduct audit at the supplier's site either in the purchase order or within a period of 7 (seven) days of issuance of purchase order /delivery instructions. If no such decision is communicated to the Supplier, such inspection will be carried out by the bank after the arrival of the goods at the bank's premises.

12. PERFORMANCE SECURITY

- 12.1 Within 15 (fifteen) days of receiving the purchase order, the supplier shall furnish to the Bank a Performance Bank Guarantee from a Scheduled Commercial Bank (excluding Indian Bank) which is equivalent to 10% of the contract value (excluding AMC & Facility Management charges) and valid for 15 months, which may be extended with mutual consultation, towards performance of the contract. Before 3 months prior to the expiry of the validity of the bank guarantee, a fresh bank guarantee equivalent to 10% of the AMC & Facility Management charges and valid for 51 months shall be submitted by the Service provider as the performance guarantee for AMC period.
- 12.2 If the Bank guarantee for extended period is not received by the Bank at least 1 month prior to the expiry of the original guarantee, the Bank reserves right to invoke the guarantee and the amount will be held with the Bank until submission of the renewal guarantee or till the end of the contract period, whichever is earlier.
- 12.3 Performance security submitted by the successful bidder shall be invoked by the Bank as compensation for any loss resulting from the successful bidder's failure to complete its obligations under the Contract.
- 12.4 The Contract Performance Guarantee 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, including any warranty obligations.
- 12.5 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, in which event the BANK will call for new bids (re-tender).

13. WARRANTY & ANNUAL MAINTENANCE CONTRACT (AMC)

- 13.1 The Successful Bidder shall provide warranty that the Solution and 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 Successful Bidder shall provide further warranty 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 BANK Specifications) or from any act or omission of the Successful Bidder, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.



- 13.2 This warranty shall remain valid for 12 months after the solution is installed at the final destinations as per the purchase order or delivery instructions.
- 13.3 After the expiry of warranty period, successful bidder shall maintain the solution for a period of 48 months. However, Bank reserves the right to award the AMC to any other service provider without assigning any reason whatsoever;
- 13.4 During the warranty and AMC period, Successful bidder shall provide Complete Maintenance Support, through e-mail, telephone and through onsite visit whenever required. The Maintenance Support must include:
 - a. Supply, installation and configuration of upgraded versions of application, software's & patches whenever released.
 - b. Fine Tuning / Performance Tuning / Security Configuration of the Solution.
 - c. Re-installation & Re-configuration of software as per requirement.
 - d. Testing of the Solution after making code level / parameter level changes.
 - e. Trouble shooting, analysis and rectification of the issues reported by the Bank or Facility Management team.
 - f. Onsite support at the terminal site if the issues could not be fixed by the Facility management team and OEM engineer of the terminal.
 - g. As part of the Warranty & AMC support, Successful Bidder shall setup one Development/Test Server at their support centre to simulate & resolve the issues reported by the Bank. It will be the responsibility of successful bidder to ensure synchronization of test/development environment in their server with that of the solution installed in Bank's premises.
- 13.5 The Bank shall promptly notify the Successful Bidder in writing, of any complaints or issues arising under the above warranty and AMC period.
- 13.6 Upon receipt of such notice, the Successful Bidder shall with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Bank.
- 13.7 If the Successful Bidder, 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 Successful Bidder's risk and expense and without prejudice to any other rights which the Bank may have against the Successful Bidder under the Contract.
- 13.8 During the warranty & AMC period, Successful Bidder is required to maintain, repair and replace any defective or failed components of the hardware at no additional cost to the Bank.
- 13.9 Warranty should not become void if the BANK buys any other supplemental hardware/ software from a third party and installs it with/in these machines in the presence of the representative of the Successful Bidder and after tested by the Successful Bidder. However, the warranty will not apply to such third-party hardware/ software items installed by the Bank.

14. PAYMENT TERMS

a. For Hardware to be installed in Primary DC & DR Site including UAT servers:

- (i) **On Delivery:** Eighty (80) % of the cost of the hardware (Excluding AMC) shall be paid on receipt of Goods at the destination and on submission of the documents specified in point 7 above, duly acknowledged by the Bank's representative at the respective site for the receipt of goods;
- (ii) **On Installation:** The remaining twenty (20%) of the cost of the hardware (Excluding AMC) shall be paid on submission of claim along with Manufacturer's / Successful Bidder's



Warranty Certificate and the installation certificate issued by the bank's representative in Performa enclosed.

b. For the Application Software solution to be installed in Primary DC & DR Site:

(i) On Installation: Eighty (80) % of the cost of the Software (Excluding AMC) shall be paid on successful installation of the software and on submission of claim along with Manufacturer's / Successful Bidder's Warranty Certificate and on the UAT Sign-off issued by the bank's representative. For the purpose of UAT Sign-off, Successful bidder shall demonstrate all the required functionalities by connecting 1 live terminal from each model of terminals available in the Bank.

(ii) On Installation of clients in terminals: Remaining Twenty (20%) of the Implementation fee shall be paid on successful installation of the software client in at least 50 terminals by each OEM, or on completion of 3 months from the date of UAT Sign-off, whichever is earlier.

c. For the software client to be installed in the terminals

On Installation: Hundred (100%) of the cost of the client Software (Excluding AMC) shall be paid on successful installation of the software client in the terminals by OEMs, or on completion of 3 months from the date of receipt of delivery instruction, whichever is earlier.

Payment for client licenses will be made only for the actual number of software clients installed and operational on a quarterly basis.

d. For Onetime implementation of the solution & Training

(i) On UAT Sign-off: Forty (40) % of the implementation fee will be paid on completion of UAT Sign-off after the successful bidder demonstrates all the required functionalities by connecting 1 live terminal from each model of terminals available in the Bank.

(ii) On Completion of training: Thirty (30) % of the implementation fee will be paid on completion of training by Successful bidder.

(iii) On Installation of clients in terminals: Remaining Thirty (30%) of the Implementation fee shall be paid on successful installation of the software client in at least 50 terminals by each OEM, or on completion of 3 months from the date of UAT Sign-off, whichever is earlier.

e. For AMC

Payment for AMC will be made half yearly in advance on submission of Invoices and upon successful completion of the performance obligations for the previous half year. TDS on all payments will be deducted at the applicable rate as per provisions of the applicable law.

f. For Facility Management

Payment for Facility management services will be quarterly in arrears on submission of Invoices and based on the attendance and punctuality of the onsite resources. Bank will make the payment on prorata basis if the resource(s) do not attend the duty or report late. The TDS on all payments will be deducted at the applicable rate as per provisions of the applicable law.

VALIDITY OF PRICES

Prices for client software licenses quoted by the successful bidder shall be valid till the expiry of the contract.



16. CHANGE ORDERS

12.1 The Bank may, at any time, by a written order given to the Successful Bidder, 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 BANK;
- b. the method of shipment or packing;
- c. the place of delivery; and / or
- d. the Services to be provided by the Successful Bidder;

12.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Successful Bidder'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 or delivery order shall accordingly be amended. Any claims by the Successful Bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the Successful Bidder's receipt of the Bank change order.

17. TERMINATION FOR DEFAULT

The Bank, without prejudice to any other remedy for breach of contract, by written notice (with a notice period of 15 days) of default sent to the Successful Bidder, may terminate this Contract in whole or in part:

- a. If the Successful Bidder fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the BANK; or
- b. If the Successful Bidder fails to perform any other obligation(s) under the Contract and fails to cure the same within a curing period granted by the Bank through a written notice; or
- c. If the Successful Bidder, in the judgement of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything 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.

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

18. FORCE MAJEURE

The Successful Bidder 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.

For the purpose of this clause, 'FORCE MAJEURE' means and includes wars, insurrections, revolutions, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fire, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in





relevant industries, Viz. major act of Government, impeding reasonable performance of the supplier, and / or Sub-contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.

If a Force Majeure situation arises, the Successful Bidder shall promptly notify the BANK in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Successful Bidder 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. Unless otherwise directed by the Bank, the Successful Bidder shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure. Notwithstanding above, the decision of the Bank shall be final and binding on the Successful Bidder.

19. SUBCONTRACTING

As per scope of the RFP, subcontracting is prohibited. However, if the successful subsequently wishes to sub-contract the scope of work, it will have to obtain specific written permission from the Bank before contracting any work to subcontractors. Bank at its own discretion may permit or deny the same. In case subcontracting is permitted by the Bank, the contracting supplier will be responsible for all the services provided to the Bank regardless of which entity is conducting the operations. The contracting supplier is also responsible for ensuring that the Sub-contractor comply with all security requirements of the contract and the Bank can obtain independent audit report for the same.

20. CONFIDENTIALITY

Bidder acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed to the selected bidder by the Bank in connection with performance obligations of the bidder under the purchase order to be issued, in part or complete shall be considered to be confidential and proprietary information ("Confidential Information") and shall not be disclosed to any third party/published without any written approval of the Bank. In the event of a breach or threatened breach by the bidder of this section, monetary damages may not be an adequate remedy; therefore, Bank shall be entitled to injunctive relief to restrain bidder from any such breach, threatened or actual.

21. TAXES AND DUTIES

The supplier shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the supplier shall include all such taxes in the contract price. Prices quoted should be exclusive of all Central / State Government taxes / applicable duties and levies, but inclusive of Custom duty, corporate taxes, income tax as also cost of incidental services such as transportation, road permits, insurance etc.

22. COMPLIANCE OF APPLICABLE LAW

The Successful bidder shall be responsible for compliance with all laws, rules, regulations, orders, notifications and directions applicable in respect of its personnel (including, but not limited to, the Contract labour (Prohibition and Regulation) Act 1986, The payment of Bonus Act 1965, the minimum wages Act 1948, the Employees Provident Fund Act 1952, and the Workmen's compensation Act 1923), and shall maintain all proper records, including, but not limited to, accounting records required under the Applicable laws, or any code, practise or corporate policy applicable to it from time to time.

TERMINATION FOR CONVENIENCE

The Bank, by written notice (with a notice period of 30 days) sent to the Successful Bidder, 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 convenience, the extent to which performance of the Successful Bidder 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 Successful Bidder's receipt of notice of termination shall be accepted by the Bank at the Contract terms and prices. For the remaining Goods, the Bank may elect:

- 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 Successful Bidder an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Successful Bidder.

24. ADOPTION OF INTEGRITY PACT

- 20.1 The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons /officials of both sides, not to resort to any corrupt practices in any aspect/ stage of the contract.
- 20.2 Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the bidding process.
- 20.3 The Bidders shall submit signed Pre Contract integrity pact as per Section-VI format 10. Those Bids which are not containing the above are liable for rejection.
- 20.4 Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates
- 20.5 Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti corruption principle.
- 20.6 Integrity Pact in respect this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 20.7 The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty /Guarantee/AMC if contracted whichever is later.
- 20.8 Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 20.9 Integrity pact shall be signed by the person who is authorized to sign the Bid.
- 20.10 The Name and Contact details of the Independent External Monitor(IEM) nominated by the Bank are as under:

Shri. Ashok Kumar, IPS (Retd) Email: ashokkumar1055@gmail.com	Shri. K.Saleem Ali, IPS (Retd) Email: Saleemali53@gmail.com
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- 20.11 Change of law / policy / circular relating to Integrity Pact vitiate this agreement accordingly with immediate effect on written intimation.

25. LIMITATION OF LIABILITY

The cumulatively liability of the Successful Bidder to the Bank is limited to the total contract value except for:

- (a) Indemnity for IPR (Intellectual properties rights) claims;
- (b) Loss incurred to the Bank due to malfunctioning of the goods supplied by the successful bidder; and



For (a), (b) and (c) above, Successful Bidder shall reimburse the actual loss incurred by the Bank.

26. SETTLEMENT OF DISPUTES

If any dispute or difference of any kind whatsoever shall arise between the purchaser and the Successful Bidder 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.

If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the Bank or the Successful Bidder 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.

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:

- (1) In case of dispute or difference arising between the Bank and a domestic Supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the respective Bank and the Supplier; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the 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.
- (2) 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 Bank' 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 Bank' Association making such an appointment shall be furnished to each of the parties.
- (3) 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.
- (4) 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.
- (5) 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 BANK' Association.

Notwithstanding any reference to arbitration herein,



- (a) The parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and
- (b) The Bank shall pay the Successful Bidder any monies due to the Successful Bidder.

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

27. APPLICABLE LAW

The Contract shall be interpreted in accordance with the laws of India.



SECTION V QUALIFICATION CRITERIA

The eligibility criteria for the bidders and the documentary proof to be submitted to establish the eligibility for each criterion are as under:

No.	Eligibility Criteria for bidders	Document / proof to be submitted
1	Bidder should be a company registered in India with minimum 3 years of experience in providing and implementing any software solutions for banking terminals (ATM / BNA / Kiosks) under OPEX / CAPEX model.	i. Copies of Certification of incorporation / constitution / legal Status / registration of the bidder. ii. Copy of purchase orders (all pages) which was issued before 01.08.2015 for supply and implementation of any software solution for banking terminals (ATM / BNA / Kiosks) under OPEX / CAPEX model. iii. A certificate from the same Bank clearly mentioning that the services of bidder were availed for a minimum of 3 years.
2	Turnover of the bidder should be at least Rs.10 Crores per year from business in India for the last 3 financial years.	Audited balance sheets of the bidder for last three consecutive audited financial years of the bidder. (2014-15,2015-16 & 2016-17 or 2015-16,2016-17 & 2017-18). Certificate from a Chartered Accountant to confirm that the profit shown in the audited balance sheets is solely from the business in India.
3	The bidder should have made net profit during each of the last three consecutive financial years.	
4	The bidder should be the Original Equipment Manufacturer (OEM) of the TSS application software or the authorized representative of the OEM in India. Either the OEM or their authorized representative in India can directly bid in the tender but both of them cannot bid for the same terminal security solution.	i. Proof of ownership for the TSS Application Software; or ii. Manufacture's Authorization Form (MAF) in the format enclosed as per Section VI (6).
5	Bidder should have implemented or currently implementing the same TSS offered to Indian Bank in at least 1 Scheduled Commercial Bank in India along with Facility Management Services at Bank's premises.	Copies of purchase orders (all pages) issued by any scheduled commercial bank in India for implementing the same TSS along with Facility Management Services from Bank's premises; and certificate from the same Bank clearly mentioning the status of implementation and confirming satisfactory services by the bidder.
6	The TSS solution should have been tested in minimum 3 of the following terminal models available in Indian Bank: - Diebold Cash Dispensers - Wincor ProCash Cash Dispensers - Nautilus Hyosung Cash Recyclers - NCR Cash Dispensers - Hitachi Cash Recyclers	Purchase Order or Certificates issued by Banks, ATM operators or OEMs clearly mentioning the make and model of the terminals and features tested by them.
7	The Bidder should not have been blacklisted by any PSU Bank / IBA/RBI during the last five years.	Undertaking letter from bidder.
8	The Bidder Should have Service Support Centres in All Metro and Urban Cities in India from where onsite support can be provided to terminal site in case any issue could not be solved by the OEM or Facility Management Team.	Bidder should submit the list of service support centres and the escalation matrix to be used by the Bank for service support for TSS Solution. Format as per Section VI (9) of the RFP.
9	All bidders should sign the Integrity Pact. on Rs.100 Stamp paper after duly	Format as per Section VI (10) of the RFP.



signing, (including witness)

- Bank reserves the right to examine/verify the supportive documents/certificates/opinion reports furnished by the bidders by inspection/site visits by its officials and/or any technical consultant appointed by the Bank for the purpose and seek information from the reference customers.
- If any statement, certificate, or document submitted in response to this RFP is found to be wrong subsequently, the bidder will be disqualified the Bank guarantee will be invoked.
- Bank may reject any or all the responses received without assigning any reason whatsoever. Bank reserves the right to cancel the RFP without assigning any reason whatsoever.

Other Terms and Conditions:

1. The bid should be accompanied by a bid security of required amount.
2. The organisation should be able to extend 24x7 support.
3. The systems offered should meet all the technical specifications as stipulated in the bid.
4. The bidder / Manufacturer should extend support for the quoted solution for five years.
5. An undertaking/guarantee in writing to be produced from the original manufacturers of the TSS Application Software to comply with the contract in case the authorised distributor (bidder) of their product fails to execute the terms of the contract.
6. Compliance to eligibility criteria should be clearly mentioned in the Qualification Application document (SI No. 9 of Section VI) by providing appropriate details.

Bidder must comply with all the above mentioned criteria. Non-compliance of any of the criteria will entail rejection of the bid summarily. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made. INDIAN BANK reserves the right to verify / evaluate the claims made by the bidder independently. Any decision of INDIAN BANK in this regard shall be final, conclusive and binding upon the bidder.



SECTION VI BID FORM AND OTHER FORMATS

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इंडियन बैंक

Indian Bank

CO: DIGITAL BANKING DIVISION

REF: CO: DBD: ATM: 566/R1: 2018-19

Date: 17.08.2018

SECTION – VI 1. BID FORM

To

Date: _____

Assistant General Manager
Indian Bank,
Corporate Office, Expenditure Department
No-254-260, Avvai Shanmugham Salai,
Chennai, PIN 600 014, India.

Having examined the Bidding Documents (Ref: REF: CO: DBD: ATM: 566/R1: 2018-19 dated 17.08.2018) including Notice Nos. (insert numbers), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, install and maintain the Terminal Security Solution for ATMs and Cash Recyclers of Indian Bank, in conformity with the said Bidding Documents, in accordance with the Schedule of Prices that will be submitted by us during the online reverse auction.

We undertake, if our bid is accepted, to deliver the goods and services in accordance with the implementation schedule specified in the bidding document.

If our bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10% 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 offer 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 the price bid submitted during online reverse auction and your purchase order, 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 hereby confirm that we are not blacklisted by any PSU Bank currently.

We confirm that all the facilities exist in our (Indicate Factory, warehouse or office as the case may be) at located at for inspection and testing and these will be made available to the Bank or its representative for inspection.

If the contract is awarded to us, we will extend the support for the goods and services offered by us for a period of five years on 24 x 7 basis.

We confirm that we comply with the qualification criteria of the bidding documents and are submitting proof of the same and the other documents as per the below checklist:

No	Documents to be submitted	Bidder to mention Page No.
1	Authorization letter as per the format Section VI (2) for signing the bid documents.	
2	Power of Attorney in the name of the official issuing authorization letter.	



3	Bid security (Earnest Money Deposit)	
4	Demand Draft towards the cost of bid documents. (If not submitted during the pre-bid meeting).	
5	Copy of RFP document with seal & signature on all pages and Annexure.	
6	Copy of all Notices and amendments with seal & signature on all pages.	
7	Qualification Application (Section VI (8))	
8	Responses to technical specifications (Section VII of RFP)	
9	Copies of Certification of incorporation / constitution / legal Status / registration of the bidder. (For Eligibility Criteria -1)	
10	Copy of purchase orders (all pages) which was issued before 01.08.2015 for supply and implementation of any software solution for banking terminals (ATM / BNA / Kiosks) under OPEX / CAPEX model. (For Eligibility Criteria -1)	
11	A certificate from the same Bank clearly mentioning that the services of bidder were availed for a minimum of 3 years and were satisfactory. (For Eligibility Criteria -1)	
12	Audited balance sheets of the bidder for 2014-15 (if 2017-18 balance sheet is not available), 2015-16, 2016-17 and 2017-18. (For Eligibility Criteria -2 & 3)	
13	Proof of ownership for the TSS Application Software; or Manufacturer's Authorization Form in the format enclosed as per Section VI (6). (For Eligibility Criteria - 4)	
14	Copies of purchase orders (all pages) issued by any scheduled commercial bank in India for the same TSS along with Facility Management Services from Bank's premises and certificates from the same Bank clearly mentioning the status of implementation and confirming the satisfactory service by the bidder. (For Criteria - 5)	
15	Details of customers as per format Section VI (12) for reference.	
16	Certificate from a Chartered Accountant to confirm that the turnover and profit provided in the audited balance sheets are solely from the business in India. (For Eligibility Criteria -3)	
17	Details of Service Centres and Escalation Matrix (For Eligibility Criteria 8).	
18	Copies of certificates issued by Banks, ATM operators or OEMs clearly mentioning the make and model of the terminals and the functionalities tested (For Eligibility Criteria 6).	
19	Integrity Pact as per the format provided Section VI (10) of the RFP. (For Eligibility Criteria 9).	
20	Annexure I – Specifications for hardware	
21	Annexure II – Details of Data Replication Methods	

.....

Name and Signature

In the Capacity of.....

Duly authorised to sign bid for and on behalf of

(Name & Address of Bidder)





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Indian Bank

CO: DIGITAL BANKING DIVISION

REF: CO: DBD: ATM: 566/R1: 2018-19

Date: 17.08.2018

2. FORMAT OF AUTHORIZATION FOR SUBMITTING THE BID

Dated: / /2018

Assistant General Manager
Indian Bank,
Corporate Office, Expenditure Department
No-254-260, Avvai Shanmugham Salai,
Chennai, PIN 600 014, India.

Dear Sir,

This has reference to your RFP for Supply, Installation and Maintenance of Terminal Security Solution for ATMs and Cash Recyclers With five years Contract Period, Mr/Mrs/Miss_____ is hereby authorised to submit the bid documents, to submit on-line-sealed bid, to participate in reverse auction and to sign the contract on behalf of our organisation for all the systems/ goods required by the bank as called for vide the bank's request for proposal vide RFP No.CO:DBD:ATM:566/R1: 2018-19 dated 17.08.2018 on behalf of our organization. We confirm that the person so authorized above **has digital signatures (with encryption facility)** in company name and confirm that all the prices quoted in on-line-sealed bid or in reverse auction by him shall be binding on us. He/ She is also authorized to take decisions on behalf of the company till RFP process is completed.

Certified Xerox copy of Power of Attorney (P/A) of the person authorising such person is duly submitted.

We hereby extend our full guarantee and warranty as per Conditions of Contract for the goods and services offered for supply by the above firm against this RFP.

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Name of Authorizing Authority (Certified Xerox copy of P/A of authorised Signatory/authority is to be submitted)

Note: 1. This letter of authority should be on the letterhead of the bidder and should be signed by a person competent and having the power of attorney to bind the bidder. It should be included by the Bidder in its bid.

2. The details of Digital Signatures are as below:

Sl. No.	Name of the Person Email Address & Contact No.	Digital Signature Number (Class 3)	Certifying Agency	Valid up to



3. BID SECURITY FORM

Whereas (*hereinafter called "the Bidder"*) is intended to submit its bid dated (*date of submission of bid*) for **supply, installation and maintenance of Terminal Security Solution for ATMs and Cash Recyclers** (*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 Bank up to the above amount upon receipt of its first written demand, without the Bank having to substantiate its demand, provided that in its demand the Bank will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty five (45) days after the period of the bid validity (i.e. up to 22.02.2019), 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 bankers, before submission of the bank guarantee.
2. Bank guarantee issued by Bank located in India shall be on a Non-Judicial Stamp Paper of requisite value.



4. CONTRACT FORM

THIS AGREEMENT made theday of....., 2018 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:

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

TOTAL VALUE:

DELIVERY SCHEDULE:

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



Date: 17.08.2018

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:.....



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,..... 2018.... to Supply, Install & Maintain Terminal Security Solution for ATMs and Cash Recyclers (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 theday of.....20.....

Signature and Seal of Guarantors

.....

Date.....201.....

Address:.....

.....

NOTE:

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



6. MANUFACTURERS' AUTHORIZATION FORM

No. _____

Dated: _____

To,

Dear Sir,

Ref: Indian Bank RFP CO: DBD: ATM: 566/R1:2018-19 dated 17.08.2018

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

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

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

Yours faithfully,

(Name)

(Name of manufacturers)

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



**7. INSTALLATION CERTIFICATE FOR SUCCESSFUL INSTALLATION OF
HARDWARE**

Date:

Sub: Certificate of installation of Hardware for Terminal Security Solution for
ATMs & Recyclers

1. This is to certify that the systems as detailed below have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) issued by CO: DBD. The same has been installed and commissioned.

(a) CO:DBD Purchase Order No. _____ dated _____
(b) Description of the equipments: _____

(c) Quantity _____
(d) Date of delivery _____
(e) Date of installation _____

2. Details of accessories/spares supplied: _____

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)
- (c)

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



8. 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

1. Name and address of Bidder:
2. Annual turnover of the bidder from business in India:
 - (a) For FY 2014-15:
 - (b) For FY 2014-16:
 - (c) For FY 2016-17:
 - (d) For FY 2017-18:
 - (e) Average for the last 3 FYs:
3. Date of commencement of business in India:
4. Details of purchase order received before 01.08.2015 for supply and implementation of any software solution for banking terminals (ATM / BNA / Kiosks) under OPEX / CAPEX model:
 - (a) Client's Name:
 - (b) PO date:
 - (c) Scope of services:
5. Profit of the bidder from business in India (Auditor certificate to be enclosed):
 - (a) For FY 2014-15:
 - (b) For FY 2015-16:
 - (c) For FY 2016-17:
 - (d) For FY 2017-18
6. No. of service support centres in India:
 - (a) Owned by the bidder:
 - (b) Owner by bidder's partners:
7. Details of purchase orders issued by any scheduled commercial bank in India for the same TSS along with Facility Management Services from Bank's premises.
 - (a) Bank's Name:
 - (b) PO date:
 - (c) Certificate Date:
8. Details of Certificates issued by Banks, ATM operators or OEMs for successful testing of the same TSS client in the terminal models mentioned in the RFP (details to be provided for minimum 3 models):
 - (a) Client's Name:



- Terminal Model:
Functionalities tested:
- (b) Client's Name:
Terminal Model:
Functionalities tested:
- (c) Client's Name:
Terminal Model:
Functionalities tested:
- (d) Client's Name:
Terminal Model:
Functionalities tested:
- 7. Details of bid security submitted:
 - (a) Bank's name:
 - (b) Date of issuance:
 - (c) Amount:
 - (d) Valid upto:
- 8. Details of Original Equipment Manufacturer for TSS Application Software:





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Indian Bank

CO: DIGITAL BANKING DIVISION

REF: CO: DBD: ATM: 566/R1: 2018-19

Date: 17.08.2018

9. Format for submitting List of Service Support Centres and Escalation Matrix

No	State	Location	Phone Number	No. of Engineers
1				
2				

Escalation Matrix

Name of Company:

Delivery Related Issues:

Sl. No	Level	Name & Designation	Full office Address	Phone No	Mobile No	Email address
1	First Level Contact					
2	Second Level Contact (if response is not received in 24 hours)					
3	Third Level Contact (if response is not received in 48 hours)					
4	Third Level Contact (if response is not received in 1week)					



10. INTEGRITY PACT
INTEGRITY PACT**Between****Indian Bank hereinafter referred to as "The Bank"****and****..... Hereinafter referred to as "The Bidder/Contractor"****Preamble**

The Bank intends to award, under laid down organizational procedures, contract/s for supply, installation and maintenance of Terminal Security Solution for ATMs & Cash Recyclers. The Bank values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidders(s) and / or Contractor(s).

In order to achieve these goals, the Bank will appoint an independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Bank

1. The Bank commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a) No employee of the Bank, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b) The Bank will, during the tender process treat all Bidder(s) with equity and reason. The Bank will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c) The Bank will exclude from the process all known prejudiced persons.

2. If the Bank obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Bank will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

1. The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Bank's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.



- b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act: further, the Bidder (s) / Contractor (s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or documents provided by the Bank as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder (s) / Contractor (s) of foreign origin shall disclose the name and address of the Agents/Representatives in India, if any. Similarly, the Bidder(s)/Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder (s) / Contractor (s). Further as mentioned in the Guidelines, all the payments made to the Indian Agent/Representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at Annexure.
- e. The Bidder (s) / Contractor (s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2. The Bidder (s) / Contractor (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder (s) / Contractor (s), before award or during execution has committed a transgression through a violation of Section 2, above or any other form such as to put his reliability or creditability in question, the Bank is entitled to disqualify the Bidder (s) / Contractor (s) from the tender process.

Section 4 – Compensation for Damages

1. If the Bank has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Bank is entitled to demand and recover the damages equivalent to Earnest Money Deposit /Bid Security.
2. If the Bank has terminated the contract according to Section 3, or if the Bank is entitled to terminate the contract according to Section 3, the Bank shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to performance Bank Guarantee.

Section 5 – Previous Transgression

1. The Bidders declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprises in India that could justify his exclusion from the tender process.
2. The Bidder agrees that if he makes incorrect statement on this subject, bidder is liable to be disqualified from the tender process or the contract, if already awarded, is liable to be terminated for such reason.

The imposition and duration of the execution of the bidder will be determined by the bidder based on the severity of transgression.



4. The Bidder/Contractor acknowledges and undertakes to respect and uphold the Bank absolute right to resort to and impose such exclusion.
5. Apart from the above, the Bank may take action for banning of business dealings/holiday listing of the Bidder/ Contractor as deemed fit by the Bank.
6. If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has implemented a suitable corruption prevention system, the Bank may, at its own discretion, as per laid down organizational procedures, revoke the exclusion prematurely.

Section 6 – Equal treatment of all Bidders/Contractors/Sub-Contractors

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Bank before contract signing. The Bidder(s)/Contractor(s) shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/Sub-vendors.
2. The Bank will enter into agreement with identical conditions as this one with all Bidders/Contractors.
3. The Bank will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) /Contractor(s) /Sub contractor(s)

If the Bank obtains knowledge of conduct of a Bidder, Contractor or Sub-contractor or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or of the Bank has substantive suspicion in this regard, the Bank will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor / Monitors

1. The Bank appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Authority designated by the Bank.
3. The Bidder(s)/Contractor(s) accept that the Monitor has the right to access without restriction to all Project documentations of the Bank including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidders)/Contractors(s)/Subcontractors(s) with confidentiality.
4. The Bank will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Bank and the Contractor. The parties offer to the Monitor the option to participate in such meetings.



5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Bank and request the Management to discontinue or take

corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report to the Authority designated by the Bank, within 8 to 10 weeks from the date of reference or intimation to him by the Bank and, should the occasion arise submit proposals for correcting problematic situations.
7. If the Monitor has reported to Authority designated by the Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Authority designated by the Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
8. The word '**Monitor**' would include both singular and plural.

Section 9 – Pact Duration

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

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

Section 10 – Examination of Books of Accounts

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

Section 11 – Other provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Corporate Office of the Bank, i.e. Chennai.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a Consortium, this agreement must be signed by all partners or Consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board resolution.
4. Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.
6. Any dispute or difference arising between the parties with regard to the terms of this Agreement/Pact, any action taken by the Bank in accordance with this Agreement/Pact or interpretation thereof shall not be subject to arbitration.

The parties hereby sign this Integrity Pact aton



(For & On behalf of the Bank)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place -----

Place -----

Date -----

Date -----

Witness 1:

Witness 1:

(Name & Address) -----

(Name & Address) -----

Witness 2:

Witness 2:

(Name & Address) -----

(Name & Address) -----



11. FORMAT FOR PRE-BID QUERIES

SI No	RFP Point No/Title	Page No in RFP	Details Provided in RFP	Query / Changes Requested



12. DETAILS FOR CUSTOMER REFERENCE (TO BE SUBMITTED FOR MINIMUM 2 CUSTOMERS WHO HAVE PURCHASED THE TSS UNDER CAPEX MODEL)

Name of the Customer	
Address of the Customer	
Contact Details (At least two contacts are to be provided for each customer)	
Contact 1 Name:	
Designation:	
Landline no.:	
Cell no.:	
E-mail id:	
Contact 2 Name:	
Designation:	
Landline no.:	
Cell no.:	
E-mail id:	
Total Number of Cash Recycler/ATMs/BNAs in which TSS supplied & Installed.	
Order. no and date of order	



SECTION VII: TECHNICAL BID FOR SUPPLY, INSTALLATION AND MAINTENANCE OF TRANSACTION SECURITY SOLUTION WITH FOLLOWING SPECIFICATIONS
SOFTWARE NAME **VERSION:**

SI No	Minimum Specification Required for TSS	Specification Offered	Write Complied or Not Complied
1	Requirements for TSS Client		
1.1	The TSS client software should be compatible with ATMs running on any version of Windows 7, Windows 8, Windows 10 and any future version of Windows OS installed in the terminals.		
1.2	The TSS client software should be able to manage policies on terminals in windows domain as well as in workgroup.		
1.3	The TSS client software should protect the terminal from any attempt to change the terminal security settings, registry level changes or policies.		
1.4	The TSS client software should be able to detect and prevent any malware and spyware attacks and intrusion programs.		
1.5	The TSS client software should be password protected to prevent its un-installation, stopping, disabling or change of settings.		
1.6	In the cases of TSS client software unable to communicate with the central TSS server, Security Solutions / Agent policies should work / be intact with the last uploaded policies.		
1.7	The TSS client software shall not have performance impact of the terminals and the peripheral devices e.g. Switch, CD, Bunch Note Acceptor.		
2	Terminal OS hardening & Whitelisting		
2.1	The solution should harden the terminal operating system as per industry best practices and recommendations.		
2.2	The solution should be able to remotely change the hardening policy of the terminal OS		
2.3	The solution should be able to block USB Storage devices on the terminal through centralized Control.		
2.4	The Operating System Hardening should be managed and administered centrally by the Facility Management Team.		
2.5	The solution should have a user Interface to be able to customize and manage the hardening policies by the Facility Management Team.		

SI No	Minimum Specification Required for TSS	Specification Offered	Write Complied or Not Complied
2.6	During policy distribution to the ATM's, the hardening policies should be protected against manipulation		
2.7	The hardening solution should also be incorporated to browsers and other software components running on self-service terminals e.g. personal firewalls, ip-address / port management.		
2.8	The solutions should protect against malware being injected on to the machine and any other unauthorised Software Installations. Via local means e.g. USB drive, CDROM etc.		
2.9	The solution should protect against the manipulation of executables e.g. .exe, .dll, .class etc. and scripts e.g. .js, .bat etc.		
2.10	The solution should protect against the unauthorized updating / changing of configuration – property files		
2.10	The solution should have firewall functionality		
2.11	The solution should be capable of detecting and reporting any deviation / anomalies from the policies defined for the terminal.		
2.12	The solution should issue alert / warning/ prevent once a threat has been identified		
2.13	The solution should block the unauthorized installation and running of software and services.		
2.14	The solution shall be able to disable Auto-run facility of exe file from a network or a USB port.		
2.15	Only permitted applications to be run in the terminals using Sandboxing concept, thus effectively nullifying the need of any anti-virus solution.		
2.16	The solution should have capability to allocate only required ATM resources to the White listed applications. During the running of the Whitelisted applications, TSS should monitor if only those resources are being accessed. In case of any deviation, alert should be raised and resources should be blocked.		
2.17	Solution should be able to prevent terminal booting from any source / media other than Hard disk.		
3	Terminal Access Management		
3.1	Solution should support user access to the terminals based on One Time expiring passwords as well as tokens.		

SI No	Minimum Specification Required for TSS	Specification Offered	Write Complied or Not Complied
3.2	Solution should provide role based user access to the terminal files and settings.		
3.3	Solution should support time bound password management.		
3.4	The solution should allow for the remote user management.		
3.5	The solution should support online and offline password management.		
3.6	The solution shall be managed from a central point of management and should work with any standard terminal agent monitoring solution.		
3.7	The solution shall allow remote management of user credentials according to strong password and industry requirements.		
3.8	The solution shall allow an administrator to define different roles for various users & groups and assign each of them specific user rights.		
4	Hard disk encryption requirements		
4.1	The solution should support Full hard disk encryption (FHDE)		
4.2	The solution should enable for an exact status of disk encryption to be retrieved and display centrally on a monitoring system		
4.3	The solution should be capable of changing the configuration of the hard disk encryption and the parameters used to encrypt the disk.		
4.4	The solutions should have the capability to decrypt an ATM hard drive outside of the ATM for recovery purpose only using the relevant encryption key.		
4.5	The ATMs should still cater to customers while the hard disk is being encrypted (during installation)		
4.6	The solution shall support Encryption of all data (user files as well as system files) from an ATM's hard disk.		
4.7	The solution shall protect data confidentiality when a system is out of operation.		
5	Requirements for Central Application Software		
5.1	The central solution (Hardware & Software) should be capable of supporting 7,500 terminals throughout the contract period.		
5.2	The proposed solution should conform to all regulatory, statutory, legal acts and rules more particularly Cyber Security and IT examination Cell (CSITE), RBI Advisory No. 3/2017 dated 06.03.2017 & cir.no.RBI/2017-18/206		

SI No	Minimum Specification Required for TSS	Specification Offered	Write Complied or Not Complied
	DBS(CO).CSITE/BC.5/31.01.015/2017-18 dated 21/6/2018		
5.3	The Solution should support Various dashboard views with filtering, sorting and report generation capabilities for instant access to security status of terminals/devices.		
5.4	The software should have option to group the terminals based on various parameters (such as Make & Model, Zone, State, Test / Production etc.) for applying the policies and patches.		
5.5	The solution should support Deploying and updating of Security Policies and configurations.		
5.6	The solution should provide SMS and E-mail alerts for significant / critical events/changes.		
5.7	The Central TSS server should be able to install patches and software in the terminals remotely.		
5.8	The Solution shall have a Web Based interface for the Bank to monitor the performance and activities of the solution.		
6	Requirements for Central Server Hardware		
6.1	Successful bidder shall design, size, supply, install and maintain the required hardware for Application software, middleware (if any), and Database etc for the total Terminal Security Solution.		
6.2	The Hardware shall be sized to ensure that RAM & CPU Utilization shall not exceed more than 60% at any given point of time during the contract period. In case of violation, the hardware shall be upgraded by the bidder to reduce the utilization below 60% without any additional cost to the Bank.		
6.3	The hardware technology proposed for the Terminal Security Solution should be the enterprise class, best of the breed, latest, tested and stable release of OEM and based on the latest platform enabling technology supporting the complete Terminal Security Solution.		
6.4	The production hardware must be enterprise class with adequate vertical and horizontal scalability. There must be adequate CPUs and memory available to accommodate the sizing and growth aspirations of the Bank during the contract period.		
6.5	Bidders are responsible to arrive at the sizing independently. The Bank is not responsible for any assumption made by the Bidder for not		

SI No	Minimum Specification Required for TSS	Specification Offered	Write Complied or Not Complied
	meeting the performance/service levels as desired in the document, the Bidder will at their cost carry out the necessary upgrades / replacements. The Bank will not pay any additional amount during the period of the contract.		
6.6	The recommended hardware should have high reliability, fault tolerance, redundancy and high availability having no single point of failure in the hardware (NSPOF).		
6.7	Bidder is required to provide the detailed configuration of the proposed Hardware in Annexure I.		
6.8	The system should be configured in Active-Passive mode.		
6.9	Replication of data and configurations between Primary and DR Servers should be done on a daily basis. Bidder shall submit the details of synchronisation methods in Annexure II		
6.10	Bidders shall size the DR site which must be capable of handling 100% of the storage load of DC production. The Servers-CPU, memory and other components shall be sized at 100% of the DC. The DR will be used during periodic DR Drills and when primary is not available.		
6.11	All servers are required to have a minimum of dual 1000 Mbps Ethernet network interface cards (NIC) or a better equivalent installed on the board itself or on different slots. Each NIC will be cabled from a different module on the switch using gigabit speed cabling.		
6.12	The offered servers must be current/ recent in the OEM"s product line and must be fully supported by the OEM for the duration of the project and for the warranty and post warranty.		
6.13	The Operating System available in the servers should not be out of support by the OEM. In case of Windows Server OS, the OS version should be Windows 2016.		
6.14	All the software, data base and hardware licenses should be enterprise and perpetual licenses in the name of Indian Bank.		



SECTION VIII: COMMERCIAL BID

(To be submitted as per the format after the completion of online reverse auction only)

COMMERCIAL BID FOR SUPPLY, INSTALLATION & MAINTENANCE OF TERMINAL SECURITY SOLUTION FOR ATMs & CASH RECYCLERS
Date:

Assistant General Manager
Indian Bank,
Corporate Office, Digital Banking Division
No-254-260, Avvai Shanmugham Salai,
Chennai, PIN 600 014, India.

Dear Sirs,

Sub: Supply, installation and maintenance of TERMINAL SECURITY SOLUTION FOR ATMs & CASH RECYCLERS.

Ref: Bid document No.CO:DBD:ATM-CR:566/R1:2017-18 dated 17.08.2018.

Referring to your above letter calling for quotations, we submit hereunder the price bid for supply, installation and maintenance of TERMINAL SECURITY SOLUTION FOR ATMs & CASH RECYCLERS for the specifications given in Section VII of the bid document.

Table 1: Cost of Hardware and Software

S. No.	Description	Quantity (A)	Unit Price (B)	(Amount in Rs.)
				Total Price (C=A * B)
1	TSS Application Software for Primary Data Centre and DR Site under Active-Passive Mode along with one copy for UAT server, with 1 year warranty	1		
2	TSS Database Software for Primary Data Centre, DR Site and UAT servers	3		
3	TSS Application client to be installed in the terminals with 1 year warranty	6000 (for the purpose of calculating cost only)		
4	TSS Application Server hardware as per specifications detailed in Annexure I, with 1 year warranty. (Optional)	2		
5	Database Server hardware as per specification detailed Annexure I, with 1 year warranty (Optional)	2		
6	TSS Application and database server for UAT as per the specifications detailed in Annexure I, with 1 year warranty (Optional).	1		
	TOTAL (P1) Taxes Extra			

TOTAL (P1) in Words:


Table 2: Onetime Fee for Implementation & Training (P2)

S. No.	Description	Total Price (P2) (In Rs.)
1	Onetime Fee for Implementation & Training	

TOTAL (P2) in Words:
Table 3: AMC Charges for Hardware and Software (P3)
(Amount in Rs.)

SI No	Description	AMC for 1 year (A)	Quantity (B)	No of Years (C)	Total AMC (D= A * B * C)
1	AMC for TSS Application Software		1	4	
2	AMC / ATS for TSS Database Software		3	5	
3	AMC for TSS Application clients installed in terminals		6000 (for the purpose of calculating cost only)	4	
4	AMC for TSS Application Server hardware (Optional)		2	4	
5	AMC for Database Server hardware (Optional)		2	4	
6	AMC for UAT Server hardware (Optional)		1	4	
TOTAL (P3) Taxes Extra					

TOTAL (P3) in Words:
Table 4: Facility Management Charges (P4)

	Description	Total Price for Facility Management Charges (Rs.) (P4)
1	Facility Management Charges for 5 years with 3 shifts per day.	

TOTAL (P4) in Words:
SUMMARY

No	Description	Amount (in Rupees) *
1	Total Cost of TSS Hardware and Software (P1)	
2	Onetime Fee for Implementation & Training (P2)	
3	Total AMC for TSS Hardware and Software (P3)	
4	Total amount of Facility Management Charges (P4)	
5	Grand Total (P1 + P2 + P3 + P4)	
Grand total in words		Rupees



***Prices quoted are:**

- Inclusive of all costs, duties including excise duty (if applicable), levies, insurance, freight, warranty, AMC, charges for incidental services, installation and grouting charges etc and Exclusive of applicable GST.
- Octroi or entry tax, if applicable, shall be reimbursed at actuals, against proof of payment in original.
- Applicable TDS, if any, will be deducted from the payment.

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

For**(Authorised Signatory) (Seal)**

Place:

Date:

Contact No:

Name:

Designation:

E-mail ID:



Annexure I: Specifications for Application Server Hardware & Data Base Server Hardware to meet the capacity and system utilization requirements of the RFP
a) Specifications for Application Server Hardware

No.	Parameter	Specification	Remarks

b) Specifications for Data Base Server Hardware

No.	Parameter	Specification	Remarks

c) Specifications for UAT Server Hardware

No.	Parameter	Specification	Remarks

Annexure II: Explanation from Bidders about the data replication methods between Primary Server and DR Server

