

BID DETAILS

RFP Reference No. and Date	ZOS/SEC/2023-24/15 dated 10/08/2023
RFP Title	Request For Proposal (RFP) for Empanelment of Vendors/Firms/Suppliers for supply, installation & comprehensive annual maintenance of security equipments such as CCTV DVR/NVR based, Fire alarm and Security alarm system in Branches/ATM's/Offices under Satna Zone
Document cost:	For each system Rs. 1000/- (Rupees One Thousand only) (Non- Refundable) by way of Demand Draft / Pay Order favouring Indian Bank payable at Satna
Earnest Money Deposit:	Rs. 50,000/- (Rupees Fifty Thousand Only) for pay order issued by a scheduled commercial bank favoring Indian Bank, payable at Satna.
Tender Start Date:	14.08.2023 from 10 A.M. onwards
Pre Bid Meeting	18.08.2023 at 11.00 AM
Last date and time for receipt of Bidding Document:	28.08.2023 at 03.00 P.M
Technical Bid Opening date/time:	28.08.2023 at 04.30 P.M
Place of Tender Opening :	ZO Satna , 2 nd floor, Indian Bank Building, Jai Stambh Chowk, Satna
Seek clarification end date & time:	21.08.2023 at 03.00 P.M
Address for communication	Zonal Security Officer 2 nd floor, Indian Bank Building, Jai Stambh Chowk, Zonal Office Satna Contact No: 9406425545 E Mail ID: zosatna@indianbank.co.in

REQUEST FOR PROPOSAL (RFP)

Empanelment of Vendors/Firms/Suppliers for supply, installation & comprehensive maintenance of following security equipments in Branches/ATM's/Offices under Zonal Office Satna

- (1) Fire Alarm System
- (2) Electronic Alarm System
- (3) CCTV system(DVR/NVR).

Zonal Office Satna, Indian Bank invites sealed offers in two-bid system from vendors/Firms/Suppliers for empanelment of vendors and forming Annual Rate Contract (ARC) for supply & installation of above mentioned security equipments in Branches, ATMs & offices under Satna Zone on as and when required basis from the manufacturer/authorized dealers/suppliers who fulfill the following mandatory conditions/requirements.

RFP document can be obtained from ZO Satna, 2nd floor, Indian Bank Building, Jaistambh Chowk, Satna - 485001 on payment of equipment wise **Rs 1000/-** each (Non-Refundable) by way of Demand Draft/Pay Order favoring Indian Bank payable at Satna or may be downloaded from our website www.Indianbank.in and/ or Government portal (<https://eprocure.gov.in>). However, for RFP downloaded from website the Pay Order/Demand Draft will be submitted along with the Tender document.

Date of commencement of issue of RFP	:	14.08.2023 at 11.00 AM
Pre Bid Meeting	:	18.08.2023 at 11.00 AM
Last date for submission of RFP	:	28.08.2023 at 03.00 P.M
Opening of Technical bid	:	28.08.2023 at 04.30 P.M

Note:-

- Offers from firms not having their own offices in **Madhya Pradesh** before the commencement date of RFP will not be considered.
- The tender document should be dropped in the Tender box kept at above address at page 1, duly signed and stamped at each page. FAX/Telegram/Telex/e-mail/courier or any other form specified than above will not be entertained.
- Technical Bid and Price Bid both must be submitted together in **separate sealed envelope** before the closing date. No Separate Price bid will be called for during the process. Bidders not submitting both offers will be rejected.
- Any bid received after **03.00 PM on 28.08.2023** will not be entertained.
- In case of any unexpected interruption due to events beyond control of the tender committee, the process interrupted will be continued on the subsequent working day at the scheduled time.
- Refer Ministry of Finance, Department of Expenditure (Public procurement Division) notification dated 23 July 2020 regarding restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017. Bidders not found eligible will not be considered for empanelment.

"The Bank reserves the right to reject any/all applications without assigning any reason whatsoever."

SECTION – I

1. SCOPE OF WORK - RATE CONTRACT & CAMC

- 1.1 Annual Rate Contract for supply & installation of Security Equipments namely Fire Alarm System with sensors and in-built auto dialer, Electronic Alarm System with sensors and auto dialer, standalone based CCTV system, DVR/NVR Based CCTV System in Branches/Currency chests/ATMs & offices across Satna Zone on, as and when required basis.
- 1.2 Comprehensive Annual Maintenance Contract (CAMC) of Security Equipments namely Fire Alarm System with sensors and auto dialer, Electronic Alarm System with sensors and auto dialer, standalone CCTV system & DVR/NVR Based CCTV System for Branches, offices & ATMs across Satna Zone.
- 1.3 Satna Zone consists of 72 Branches, 02 offices and 24 onsite ATMs spread over 9 districts of Madhya Pradesh having large geographical area. The requirement mentioned above pertains to the entire Region and not to the particular center where Zonal Office is located. However the responsibility of procurement and AMC of security equipment for branches of Indian Bank spread over 9 district is entrusted with Satna Zone of Indian Bank and here in after will be referred as “**Satna Zone**”.

“Vendors/Firms/Suppliers/Dealers/Manufacturers participating in the Tender Process herein after will be referred as “**Firm/Vendor**”

SECTION –II

2. TERMS & CONDITIONS

- 2.1 The empanelment shall be valid for a period of three years. The rates arrived through tender process for Supply, Installation and Maintenance of Security Equipments will remain fixed for a maximum period of **Three** years.
- 2.2 The contract period for supply, Installation and Comprehensive Annual Maintenance Contract (CAMC) Security Equipment will be for three years subject to yearly renewal based on the satisfactory performance of the contracted vendors. Rates fixed at the time of contract (excluding GST) for supply and installation of new equipment will be non-negotiable and no upward revision will be permitted throughout the period.
- 2.3 Vendors are required to take over the work from any vendor who has provided unsatisfactory services to the Bank within a contract period as per discretion of the Bank.
- 2.4 At any point in time during the empanelment period the empanelled vendor(s) should be willing to accept the AMC of any existing equipment as per the requirement of the Bank.
- 2.5 If the equipment has completed the service life of six (06) years and cannot be repaired economically, service reports of such equipments are to be forwarded to the Zonal Office. The mode of repairs / maintenance of such equipments will be decided by the Zonal Office.
- 2.6 CAMC covers all components of equipment, viz., cabling, wiring, controller etc. (irrespective of make, model and condition). Virtually the vendor has to keep the system in functional mode without charging anything extra to the Bank other than the CAMC charges agreed upon. The selected vendor has also to do the maintenance of existing equipment installed in branches of any other brand as per quoted rates.
- 2.7 AMC charges will not be paid during warranty period. However the selected vendor will have to render services as and when required to ensure the functionality of equipment installed at the

- branches during Warranty period, where the equipment has been installed by them.
- 2.8 Vendor should compile the AMC reports quarterly and send a copy to Zonal Security Officer. This is a mandatory obligation and non-adherence will result in cancellation of AMC.
 - 2.9 AMC and supply and installation of equipments to all branches assigned to the vendor shall be done, including far-flung areas. Non adherence of the same will result in penalty and subsequently termination of rate contract and AMC.
 - 2.10 If Bank's Corporate Office or any higher office of Indian Bank conducts Pan India rate contract or in case of any policy change, ZO Satna will have the right to cancel this CAMC/Rate contract. In such case notice of one month will be served to the firm for termination of CAMC/ Rate contract and no other claims will be entertained.
 - 2.11 Non-adherence of terms & conditions, clauses of RFP and unsatisfactory performance of the contracted vendors will warrant termination of contract with one month notice by the Bank

3. RESTRICTION UNDER RULE 144 (XI) OF THE GENERAL FINANCIAL RULES (GFRs) 2017

- 3.1 Refer Government of India, Ministry of Finance, Department of Financial services notification F. No. 7/86/2020/BOA-I dated 7.08.2020 and F. No.6/18/2019-PPD dated 23/07/2020, regarding restrictions on procurement from bidders from a country or countries, on ground of defence in India, or matters directly or Indirectly related thereto including national security:
- 3.2 Any bidder from a country which shares a land border with India will be eligible to bid in the present tender process, if the bidder is registered with the Competent Authority. The Competent authority for the purpose of Registration under this order shall be the Registration Committee constituted by the Department for promotion of Industry and Internal trade (DPIIT) as per Notification F. No. 6/18/2019- PPD issued from Ministry of Finance, Department of Expenditure, Public Procurement Division.
- 3.2.1 The registration as per para 5.1 should be valid at the time of submission of bids and during entire empanelment period (3 years). If at any time during Contract period, the validity of the registration is found invalid, bank reserves all rights to cancel the contract/de-empanel the vendor.
- 3.2.2 Bidder from a Country which shares a land border with India, for the purpose of this order means:-
 - 3.2.2.1 An Entity incorporated, established or registered in such country; or
 - 3.2.2.2 A Subsidiary of an entity incorporated, established or registered in such country; or
 - 3.2.2.3 An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - 3.2.2.4 An Indian (or other) agent of such an entity; or
 - 3.2.2.5 An entity whose beneficial owner is situated in such a country; or
 - 3.2.2.6 A natural person who is a citizen of such a country; or
 - 3.2.2.7 A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- 3.3 Certificate regarding compliance: A certificate regarding compliance to above mentioned notification is to be attached with the technical Bids by the bidder. If such certificate given by a bidder whose bid is accepted is found false, this would be a ground for immediate termination and further legal action in according with law.
- 3.4 All existing/any future amendments in government guidelines in this regard will be binding on the bidders.

4. ELIGIBILITY CRITERIA FOR EMPANELMENT OF VENDORS

4.1 The preliminary evaluation will be done on the following parameters on proof documents submitted along with the tender and offers from firms not conforming to any of these parameters or not supported by proof documents will be rejected. Following Proof documents are mandatory for all parameters:-

4.1.1 The vendor should be Original Equipment Manufacturer (OEM) or Authorized channel partner or Authorized dealer or Authorized distributor of the company. For authorized channel partner/dealer/distributor ink signed copy of authorization letter from the OEM must be submitted in original. The certificate so furnished should clearly mention the period for which such authorization is valid and firm name, address & contact details from where after sales services shall be provided to the Bank.

4.1.2 The prospective vendor should be active in the concerned field with not less than Three years of experience in dealing with the products offered. (Proof Documents to be submitted).

4.1.3 Good Product Quality and Robustness: The vendor must produce substantive proof for meeting BIS standards for the products for which the standard exist and should conform to those standards.

4.1.4 Good after sales service. The Firm should have at least one of its own office and service centre in (Zone Location) with landline telephone having sufficient team of Engineers and Technicians functioning in the (State). The vendor should have sufficient workshop space and technical equipments for testing, repairing and maintenance of equipments.

4.1.5 The vendor should have an Income Tax/PAN and should have filed valid IT returns for last three years. (Proof documents - Copy of valid PAN Card and IT Return Acknowledgement copy for last three years).

4.1.6 The vendor should have a Registration for GST and should have been allotted with Registration number (Proof document - Valid Registration Certificate with GSTIN).

4.1.7 The average annual financial turnover during the last three years, ending 31st March of the previous financial year. The Vendors/ Firms/ Suppliers should have Audited Balance Sheet and Profit & Loss Account Statement for the past three FY. The Firm should have earned profit consecutively and average annual turnover should not be less than as mentioned below for the past three financial years:-

Sl	System	Average Annual Turnover (₹)
i)	Fire Alarm System	5,00,00,000/-
ii)	Electronic Alarm System	
iii)	CCTV system.	

4.1.8 The Vendors should have valid Test report from the Regional Electronic Test Development centres and respective BIS certification for the equipments offered by them (as applicable). (Attested copies or original Proof if any has to be submitted).

4.1.9 Firms should have Registration under Shops & Establishments Act in **Madhya Pradesh** location as per the regional requirement of the bank. (Attested copy of Registration Certificate & Trade License issued by Municipal Corporations to be submitted)

4.1.10 The vendor should have minimum Three years experience of work of similar nature in Public/Private Sector Banks & Public Sector undertakings (Proof documents - Work orders and completion certificate from Banks substantiating providing services since last Three years).

4.1.11 The proposed/offered security equipments should be of an established brand and should be in the market for last five years.

4.1.12 The vendor should submit Performance Certificate from three existing Customers (Govt./Public or Pvt. Sector Bank/PSU Organisation) situated in Madhya Pradesh (other than Indian Bank) along with the reference site as per the 'Annexure VI'. (Adverse or non-satisfactory feedback

received from any of the reference sites shall disqualify the bidder's tender. Email through the domain of the organization will be treated as valid modes however email through Gmail, Yahoo or any such sites will not be entertained)

- 4.1.13 Bidder should not have been black listed by the Government/PSU/Banks/ Financial Institutions in India in the past. (An undertaking to this effect in their letterhead must be submitted along with the tender)- Annexure IV
- 4.1.14 Firms shall not be owned or controlled by any executive, officer & employee of Indian Bank or their relatives having the same meaning as assigned under sec 6 of the Company Act 1956. (An undertaking to this effect in their letterhead must be submitted along with the tender)
- 4.2 Intending firms should furnish the firm's profile placed at Annexure- III.

5. PRE-BID MEETING

A pre-bid meeting will be held at 11 AM on 18.08.2023 at Indian Bank, Zonal Office, Satna, 2nd floor, Indian Bank Building, Jai Stambh Chowk. Satna - 485001

6. EARNEST MONEY DEPOSIT (EMD)

- 6.1 Earnest Money Deposit of ₹ 50,000/- (Rupees Fifty Thousand only) must be submitted along with the Tender document in the form of a demand draft/pay order issued by a scheduled commercial bank favouring Indian Bank, payable at Satna. The EMD of ₹ 50,000/- is for each vendor irrespective of applying for single or multiple system.
- 6.2 Offers not accompanied with EMD will be rejected. No interest will be payable on the EMD. The EMD will be refunded to the unsuccessful Vendors. The EMD of successful Vendors will be released only after submission of Performance Bank Guarantee.
- 6.3 The Earnest Money Deposit will be forfeited if the Vendors:-
 - 6.3.1 Withdraws its bid during the tender process.
 - 6.3.2 Have been selected by the Bank for the job but refuses to accept any contract.
 - 6.3.3 Refuses to accept work order or having accepted the work order, fails to carry out his obligations mentioned therein.
 - 6.3.4 Refuses to submit Performance Bank Guarantee on finalization of Rate Contract.

7. TWO BID SYSTEM OFFER

- 7.1 The offer will be in two parts, Technical bid & Price bid. The Technical bid document shall include cost of RFP & EMD. Both the parts should be submitted in separate sealed covers duly superscribed "Technical bid for supply, installation & comprehensive maintenance of security equipment in Branches/ATM's/Offices under Satna Zone and "Price Bid for supply, installation & comprehensive maintenance of security equipment in Branches/ATM's/Offices under Satna Zone respectively. Both the sealed envelopes should be placed in another sealed envelope superscribed "Offer for empanelment for supply, installation & comprehensive maintenance of security equipment in Branches/ATM's/Offices under Satna Zone. The offer must be dropped in the Tender Box placed at Indian Bank, Zonal Office, Satna within the stipulated time. No Separate Price bid will be called for during the process. Bidder not submitting both offer accompanied by the PO/DD being the Tender Fee and EMD will be rejected.
- 7.2 The Complete Tender Document should be submitted strictly as per the Check-list along with

document proof placed at “Annexure-I”

- 7.3 All the Annexures of the bid shall be typed or written in indelible ink & submitted duly signed by the bidder or the authorized person with Name and designation & seal of the Vendor.

8. TECHNICAL BID OFFER (TO)

- 8.1 The Technical Bid Offer (TO) should be complete in all respects and contains all information asked for in this document. It should not contain any price information.
- 8.2 Demand draft for Rs. 1000/- (Non-refundable) towards Cost of RFP Forms, if downloaded from Bank's website.
- 8.3 Earnest Money Deposit of Rs. 50,000/- (Rupees Fifty Thousand only). EMD will not be accepted after last date of submission of tender.
- 8.4 It is mandatory to submit the details in the prescribed pro-forma (Annexure I to VII) duly filled in & signed along with relevant document. In case of non-submission or partial submission of prescribed details, the Bank shall reject the offer. The TO must be submitted in an organized and structured manner preferably in a binding. No brochures/leaflets etc. should be submitted in loose form.
- 8.5 Proof documents submitted along with the tender document shall be considered as the final & conclusive proof. The Bank shall not call for any further documents.

9. PRICE BID

- 9.1 Price Bid will be invited on a one time basis for three year at the time of empanelment of vendors to determine L1 bidder(s). The following must be ensured:-
- 9.1.1 Price Bid must be submitted in separate sealed envelope.
- 9.1.2 The price quoted should be only in Indian Rupees.
- 9.1.3 Price Bid should be strictly as per Annexure-VIII (Appendix 'A' to 'E' as applicable), filled up completely & signed by the authorized signatory of the firm.
- 9.1.4 The Package Cost (Cost of each item), AMC Cost & Buy back cost of complete system must be quoted in Figures & Words.
- 9.1.5 The rates should be exclusive of GST/taxes subject to amendments by Govt. from time to time.
- 9.2 The price bids of only the short listed bidders will be opened, who satisfy Technical bid & practical demonstration of the product quoted. Short listed bidders will be notified by e-mail/post & the bidders/authorized representatives may be present at the time of opening of the Price Bids.

10. PROCEDURE FOR EMPANELMENT/CONTRACT OF VENDORS:

The constituted tender committee shall open the bids in the presence of bidders or their authorized representatives on the date & time defined in the RFP. Initially only technical bids of bidders shall be opened and evaluated. The sealed price bids of only the technically qualified vendors shall be opened after completion of technical evaluation for empanelment process to decide the L1 bidder/s. The technical bids & price bids shall be evaluated in stages given below:

Stage I

- i) Technical bids from bidders not accompanied with Demand Draft/cash receipt for cost of RFP and

Demand Draft for EMD shall be summarily rejected except for vendors claiming exemption on Cost of RFP & EMD who are registered with National Small Industries Corporation (NSIC) provided proof document for registration is submitted.

- ii) The registration with NSIC of vendors claiming exemption shall be verified with NSIC based on the proof document and if found ineligible for such exemption, the tender of such vendors shall be summarily rejected.

Stage II

- i) Bidders qualifying Stage-I shall be evaluated against the stipulated minimum eligibility criterion purely based on proof of documents submitted. Document submitted along with the Tender shall be considered as the final & conclusive proof and Bank shall not call for any further document.
- ii) A comparative chart capturing information on compliance of minimum eligibility criterion shall be prepared and evaluated as per submitted proof of documents
- iii) Offers not complying or adhering with any of the minimum eligibility criterion or without relevant proof of documents shall not qualify this stage.

Stage III

- i) Veracity of documents/facts of Bidders qualifying Stage-II will be further verified through site visits to the offices/service center/tie-up arrangements of the bidders.
- ii) Feedback from reference sites as indicated in the tender document by the bidders shall be obtained in writing and evaluated.
- iii) A comparative chart shall be prepared to capture the details of verification carried out during site visit, feedback obtained from reference site.
- iv) Bidders with unsatisfactory feedback from reference sites or documents/facts not found in order on verification as per stipulated criteria's applicable shall not qualify this stage.

Stage IV

- i) A products demonstration shall be seen by the evaluation committee to check their specifications, standards and quality. The products of bidders not conforming to required standards and specification will not qualify.
- ii) Bidders qualifying this stage shall be eligible for the Price Bid Opening on approval by the competent authority for a period of three years.

Stage V

- i) Price bids of only Technically Qualified bidders shall be opened in presence of the empanelled bidders or their authorized representatives at the given date, time and place.
- ii) Price bids of bidders shall be evaluated and L1 price bid(s) shall be decided from the qualifying price bids in the following manner:-
 - As per evaluating the Package Cost (item wise) + Comprehensive AMC for Three Years minus Buy Back Price of old system, 3 Bidders will be selected (L1, L2 & L3) initially. Bidders of L4 and beyond shall not be considered & shall no longer take part in the present tender process.

- In addition to the above, comparative Rate Chart will be prepared item-wise including 3 years Comprehensive Annual Maintenance Contract with deduction of Buyback value
 - L1, L2 & L3 vendors will be given a chance to match the L1 price of “**each item**” quoted amongst L1, L2 & L3 vendors. Vendor/s not able to match the L1 Price of “**each item**” shall not be considered further (unreasonable/ untenable prices shall not be considered).
 - The above process shall be repeated for each equipment i.e, Fire Alarm System, Burglar Alarm System & CCTV System.
 - If there are more than one vendor empanelled, then the work order shall be split at Bank’s discretion. However, Bank reserves right to distribute the work among the qualified bidders keeping operational convenience in view.
 - If any of the shortlisted bidder is unable to fulfil the orders within the stipulated period, then the Bank will have the right to allot those unfulfilled orders to other shortlisted bidders after giving 15 days notice to the defaulting bidder.
- iii) Non-qualifying bidders should be intimated with reason(s) for non-qualification.

11. VALIDITY OF OFFER

The offer should be valid for period of 90 days from the last date for submission of the offer.

12. NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER

The Bank shall be under no obligation to accept the lowest or any other offer received in response to this notice & shall be entitled to reject any or all offers without assigning any reasons whatsoever. The bank will have right to opt for any new technology optimum for the bank's usage.

13. ORDER CANCELLATION

- a. If the selected firm fails to deliver and/or install the equipment within 07 Bank's working days or the extended date communicated by the Bank, it will be a breach of contract.
- b. The Bank reserves its right to cancel the order in the event of delay in delivery/ installation/ commissioning of equipment and forfeit the Earnest Money Deposit.

14. PERFORMANCE BANK GUARANTEE

- 15.1 Before entering into an agreement the selected vendors must submit an unconditional Performance Bank Guarantee to Indian Bank, Zonal Office Satna for the value mentioned below. The PBG should be valid for the period of minimum 38 months from the date of the contract. Format for PBG is enclosed as Annexure-IX.
 - **Rs.4,00,000/- (Rupees Four Lakhs only)** for Rate contract of CCTV System, Fire Alarm System & Burglar Alarm System
- 15.2 The Bank Guarantee to be issued by a scheduled commercial bank (Other than Indian Bank & Co-operative Bank) favouring Indian Bank, payable at Satna & to be sent by the issuing Bank under Regd. Post A.D.

- 15.3 If the Rate Contract are awarded to two or more vendors, the value of PBG to be submitted will also be split in terms of the value of the Contract allotted. In such cases, Regional Office will decide the value of PBG based on the % of contract awarded.
- 15.4 All liabilities arising from this Tender will be made good from the Bank Guarantee. Bank will have the right to make good the loss from any of the bank Guarantee given by bidder if given separately, irrespective of the purpose of the guarantee.

15. PAYMENT TO VENDORS

The payment for any kind of supply of equipments/ installation/repair/maintenance shall be made by the respective Branches/Offices, adhering to the following:

- 16.1 Expenditure should be sanctioned as per the delegated power prescribed in the expenditure policy of the bank.
- 16.2 Payment shall be made to the vendors Bank Account through online/NEFT/RTGS mode only as per the rate approved by Zonal Office and on production of bill.
- 16.3 Branches/Offices shall scrutinize the bill and supporting documents for its correctness as per rates, terms & conditions of the bidding process communicated by their respective Zonal Office. In case of any discrepancies, the same shall be immediately intimated to the vendor for rectification/compliance.
- 16.4 No advance amount will be paid to the contracted firm. Payment will be released by the Branch/ Zonal Office, Satna after satisfactory completion of work, demonstration and training of the newly installed equipment to the staff.
- 16.5 The AMC charges of security equipment will be released centrally by the **Zonal Office, Satna** on Quarterly basis (04 instalments in Year) on submission of the bills along with service reports duly authenticated by Branch Officials.

16. THE BANK'S RIGHT

- 17.1 The Bank retains the right to cancel the Empanelment/Contract in whole or in part for supply, installation & AMC any time during the period after giving One Month Notice.
- 17.2 If the service of the firm is found to be unsatisfactory, then the Bank will have the right to terminate the contract giving One Month Notice. Further the order will be placed with other bidders qualified in price bids.
- 17.3 If any of the shortlisted Vendor is unable to fulfil the orders within the stipulated period, then the Bank will have the right to allot those unfulfilled orders to other shortlisted Vendors after giving 15 days notice to the defaulting Vendor.
- 17.4 If the Corporate Office or any other higher Office of Indian Bank conducts PAN India rate contract, Zonal Office Satna have the right to cancel this rate contract. In such case notice for one month will be served to the firm for termination of rate contract and no other claims will be entertained.

17. WARRANTY

- 18.1 The Security System including all its components/equipments supplied/installed at the Branches/Offices/ATM sites of the Bank should be brand new. The selected firm should also

guarantee that all the software/components/equipments supplied/installed by the selected firm/sis licensed and legally obtained.

- 18.2 The offer must include comprehensive on-site warranty of at least one year from the date of installation and commissioning of the equipment however there should not be any additional cost for the warranty period. No AMC charge will be admissible in warranty period however quarterly service visit is mandatory during warranty period else AMC charge of that quarter or 2% cost of equipment whichever is higher will be deducted from vendor by any means.
- 18.3 The offer must include comprehensive on-site warranty for batteries of at least 1 year from the date of installation and commissioning of the equipment however there should not be any additional cost for the warranty period.
- 18.4 Vendor shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of equipment, accessories etc. covered by the offer. Vendor must warrant all equipment, accessories, spare parts etc., against any manufacturing defects during the warranty period. During the warranty period vendor shall maintain the equipment and repair/replace all the defective components at the installed site, at no additional charge to the Bank.
- 18.5 Warranty should not become void if Bank buys any other supplemental hardware which is not discussed in this document from a third party and installs it with this equipment. However, the warranty will not apply to such hardware items installed. The vendor is expected to ensure same maintenance standards clause.

18. VALIDITY OF RATE CONTRACT

- 19.1 Rate contract for supply and installation of new security equipment & Comprehensive AMC will be for the period of Three years. The contract will be renewed on yearly basis by our office on satisfactory services of the contracted vendor.
- 19.2 During the initial three-year period, the contract may be terminated by either party by giving one month notice. However, if the contract is terminated before its contracted expiry date, either by the Bank due to prolonged unsatisfactory service by the service provider or by the service provider for whatsoever reasons, the Bank shall have the right to invoke and encash the Performance Bank Guarantee provided by the Service Provider. In this context, prolonged unsatisfactory Service by the Service Provider means unsatisfactory service for a continuous period of three months or more.
- 19.3 Rate fixed at the time of contract will be non-negotiable and no revision will be permitted other than the taxes decided by Govt. from time to time.

19. MINIMUM MAINTENANCE STANDARD REQUIRED

- 20.1 The vendor should ensure that the equipment reported faulty on any working day is set right within **72 Hours** of reporting the complaint and in no case, later than three working days of the bank. In case, the hardware cannot be repaired within the stipulated period, the vendor should provide standby system of the same till the hardware is returned duly repaired without any additional charges.
- 20.2 The vendor should respond within **24 Hours** to request made by the branch to provide necessary data to bank/police/court.
- 20.3 All complaints/service requests will be reported/ conveyed through email/phone only.
- 20.4 The contracted Firm is required to maintain all the Security Systems in functional conditions during the AMC period at the rates quoted by the firms and accepted by the Bank.
- 20.5 During AMC period, the firm is required to visit all the branches/offices/ATM sites installed with CCTV, FAS & EAS system, once every Quarter for preventive maintenance/servicing.
- 20.6 During AMC period, the contracted firm shall attend all complaints call any number of times, if

any, in the systems without any additional cost of the visit for repairing and servicing other than quarterly AMC Charge.

20. PENALTY FOR LACK OF SERVICE SUPPORT

- 21.1 Bank expects proper service support during warranty and post warranty period. The system should be set right within **72 Hours** of reporting the complaint. In case the system is down for more than 3 working days & no standby system is provided by the vendor, a penalty of **Rs.300/-** per day may be charged, from the 4th day of complaint to the maximum of **Rs. 3000/-** per case. Such penalty may be recovered from the amount payable to the firm or quarterly AMC charges to be paid by the Branch. If such case reported three times in a year, Bank may terminate the contract and replace the faulty system and make good the proportionate loss from bank guarantee.
- 21.2 The firm must respond within **24 Hours** to request made by the branch to provide necessary data to police/court. If the vendor fails to respond a penalty of **Rs. 300/-** per day may be charged, from the 3rd day of complaint to the maximum of **Rs. 3000/-** per case. Such penalty may be recovered from the amount payable to the firm or Quarterly AMC charges to be paid by the Branch. If such case reported three times in a year, Bank may terminate the contract.
- 21.3 Complaint will be lodged through telephone or Email, for which the vendor has to provide a dedicated complaint number.

21. TERMS OF IMPLEMENTATION

- 22.1 The vendor shall complete the installation/work at the branches/offices within 7 days from the date of receipt of the work order; else the terms of Liquidated Damages (LD) will be applicable.
- 22.2 On Installation /Servicing vendor's representative will explain the operation of equipment and clear doubts of employees of the bank.

22. LOCATIONS TO BE COVERED

The delivery of Security equipment is to be done will be communicated along with the Purchase Order. However, the Bank reserves the right to change location as per Bank's requirement, before delivery. The installation of the security equipment will be done as per requirement of the bank from time to time.

23. ASSIGNMENT OF OBLIGATION

The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the Purchaser's prior written consent.

24. AVAILABILITY OF SPARES

The firm must ensure that the spares for the product offered are available for at least 6 years from the day of installation of equipment. No obsolete equipment should be supplied to the bank.

25. PATENTS RIGHTS

- 26.1 The supplier, at their own expense shall defend and indemnify the Bank against all third party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.
- 26.2 The supplier shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the supplier shall be fully responsible for, including all expenses and court and legal fees.
- 26.3 The Bank will give notice to the Supplier of any such claim without delay, provide reasonable assistance to the Supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

27. DELAYS IN THE SUPPLIER'S PERFORMANCE

Delivery of the goods and performance of the Services shall be made by the supplier in accordance with the time schedule specified by purchaser. Any delay in performing the obligation by the supplier will result in imposition of liquidated damages and/or termination of rate contract for default.

28. LIQUIDATED DAMAGES FOR DELAY IN INSTALLATION

Notwithstanding the Bank's right to cancel the order, liquidated damages at 1% of the total cost of hardware per site per week will be charged for every week's delay in delivery subject to maximum 10% in each case. The Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the company. Part of week will be treated as a week for this purpose.

29. TERMINATION FOR DEFAULT

29.1 The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Bidder, may terminate this Contract in whole or in part, if the Bidder fails to perform any obligation(s) under the Contract.

29.2 In the event of the Bank terminating the Contract in whole or in part, the Bank may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered, and the Bidder shall be liable to the Bank for any excess costs for such similar services.

30. TERMINATION FOR INSOLVENCY

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

31. LIABILITY

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

32. COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC)

- 32.1 Comprehensive on-site maintenance charges, for the post warranty period, must be quoted on a **Yearly basis** in the Price bid. The firm(s) will have to maintain the equipment supplied for atleast 'Three years' including warranty period at the same rate quoted in Price bid.
- 32.2 The Comprehensive AMC covers all equipment, cabling, wiring, controller etc. (irrespective of make and model). Virtually the vendor has to keep the systems in functional mode without charging anything extra to the Bank other than the comprehensive AMC charges quoted. However in case of force majeure i.e Natural Calamity, Lightening, Electrical Short circuit & defect/breakage due to mishandling will be paid after certification by the Branch. The selected vendor has to do the maintenance of existing equipment installed in the branches of any other brand at per quoted rates. AMC rates fixed at the time of contract will be non-negotiable and no upward revision will be permitted other than the taxes decided by Govt. from time to time.
- 32.3 No AMC charges will be paid during warranty period. However the selected vendor will have to provide free services to the Branches during Warranty period where the equipment has been installed by them.
- 32.4 During AMC period the Technicians should visit the branches quarterly during the year with a minimum gap of 75 Days (all systems) between each visit during bank working hours in addition to the emergency fault repair calls. The fault repair calls during a particular Quarter may be treated as Quarterly visits and such visits will be free of cost during AMC.
- 32.5 During AMC visit the representative should explain the working of system to the employees, update the Telephone No's fed in the Auto dialer, Assess the working condition of All Sensors of Fire & Security Alarm System free of cost & ensure 90 days back up in CCTV system, which is a mandatory obligation.
- 32.6 AMC Payment will be done by respective **Branch** after Quarterly visits. If the firm fails to make mandatory quarterly AMC visit to any branch, it will be treated as a lapse in service by the vendor and AMC charge for that Quarter will be forfeited. AMC charges of such lapsed quarters cannot be claimed afterwards.
- 32.7 During AMC visit the representative should give a technical report of system which clearly reveals the present status/condition of the system and a copy of quarterly visit report confirming that the equipment is working properly should be sent to Regional Security officer with the signature and bank's stamp within 15 days of the succeeding month of the quarter.

33. FORCE MAJEURE

Notwithstanding the above provisions, the Successful bidder shall not be liable for penalty 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 purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions and epidemics. If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as is

reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the Force Majeure event.

34. UNDERTAKING BY VENDOR

The successful bidder must give an undertaking that all components used in the machines supplied are new and original and not refurbished. This must be submitted along with the Invoices else payment will not be released.

35. GOVERNING LAW AND DISPUTES

- 35.1 The provisions of this tender shall always be subject to government notifications, any rules/guidelines that may be in force from time to time.
- 35.2 All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of these Tender Documents or breach thereof shall be settled amicably. If however the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the provisions of Arbitration and Conciliation Act 1996 or any statutory modifications or re-enactments thereof and the rules made there under and for the time being in force, shall apply to the arbitration proceedings. The arbitrator shall be appointed with the mutual consent of both the parties. However there is a provision of appeal if either party is not satisfied with the arbitration award.
- 35.3 During the arbitration proceedings the Vendor shall continue to work under the Contract unless otherwise directed in writing by the bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. The venue of the arbitration shall be ZO Satna.
- 35.4 All disputes and controversies between the Bank and Bidder/selected firm(s) will be subject to the exclusive jurisdiction of the courts in ZO Satna.

36. SIGNING OF CONTRACT

If Indian Bank decides, then the successful bidder(s) shall be required to enter into a contract with Indian Bank within 7 days of the award of the tender or within such extended period as may be specified by Indian Bank, Zonal Office, Satna on the basis of the Tender Document, the Tender of the successful bidder, the letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions shall be contained in a Memorandum of Understanding to be signed at the time of execution of the Form of Contract. Bank shall have the option of terminating the contract during the contract period by giving One month notice.

For further clarifications, if any, you may contact Indian Bank, Zonal Office, Satna, 2nd floor, Indian Bank Building, Jai Stambh Chowk, Satna Ph No: 07672-414413.
