

REQUEST FOR PROPOSAL (RFP)
FOR IMPLEMENTATION OF
ONE TIME COMBINATION LOCK MANAGEMENT SERVICES FOR ATMs & BNAs
UNDER OPEX MODEL

Pre-Bid Meeting	09/12/2019 at 11:00 AM
Last Date for receipt of bids	20/12/2019 at 03:00 PM
Date and time of opening Technical bids	20/12/2019 at 03:30 PM

INFORMATION TECHNOLOGY DEPARTMENT,
INDIAN BANK, CORPORATE OFFICE,
254-260, AVVAI SHANMUGAM SALAI, ROYAPETTAH,
CHENNAI – 600014



SCHEDULE

1)	Tender Reference Number and Date	RFP No. CO/DBD/ATM/830/R1/2019-20 dated 29/11/2019
2)	Last date for seeking Pre-bid clarifications/ queries through email @ vinodh.v@indianbank.co.in ; jaseel.pc@indianbank.co.in ;	07/12/2019 by 5:00 PM
3)	Pre Bid meeting	09/12/2019 at 11:00 AM
4)	Last Date & Time for submission of Bids in Online Mode	20/12/2019 at 03:00 PM
5)	Last Date & Time for submission of Physical Documents (Offline Mode)	20/12/2019 at 03:00 PM to be submitted to Chief Manager Indian Bank, Corporate Office, Expenditure Department, First Floor, A Wing 254-260, Avvai Shanmugam Salai, Royapettah, Chennai, Pin 600 014 a. Eligibility Criteria, along with all supporting documents required. b. All Annexure as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages. c. All supporting documents and product literature in support of Technical specifications. d. Relevant brochures f. Compliance to Technical Specifications as per Section VI. g. Any other information sought by the Bank with relevant to this tender
6)	Documents to be submitted physically by Bidders (Offline Mode)	1. Earnest Money Deposit/Bid Security 2. DD towards Cost of bid document Note: Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof for claiming exemption for Point No. a & b
7)	Earnest Money Deposit/Bid Security	Rs.25,00,000/- (Rupees Twenty Five lakhs only)

		valid for 135 days from the last date of submission of bid in the form of Bank Guarantee issued by a scheduled commercial Bank located in India other than Indian Bank. (Mode of Submission: Offline)
8)	RFP Cost	Non-refundable Rs.10,000/- in the form of DD favouring "Indian Bank". (Mode of submission: Offline)
9)	Date of opening of Technical (Part I) Bids (Online & Offline) & Conformity to Eligibility Criteria	20/12/2019 at 03:30 PM Indian Bank 254-260, Avvai Shanmugam Salai Royapettah Chennai – 600 014
10)	Date of Online Reverse Auction (Part II)	Will be intimated after technical evaluation of the bids submitted.
11)	Online Bid Submission Details	This RFP will follow e-Procurement (e-Tendering) process and the same will be conducted by Bank's authorized e-Procurement service provider M/s Nextenders (India) Pvt. Ltd. through website https:// indianbankeprocure.etenders.in

This RFP document can be downloaded from the website: <https://www.indianbank.in> and <https://indianbankeprocure.etenders.in>. Clarifications, Modifications and Date of Extensions, if any, will also be posted on the same website and paper publication will be done for the same.



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

1. Indian Bank, a premier Nationalised Bank having its Corporate Office at 254-260, Avvai Shanmugam 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. 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 2821 ATMs/CDs and 1155 Cash Recyclers (BNAs) till date.
2. Bank invites bids from eligible bidders for the implementation of One Time Combination Lock Management Services for ATMs & BNAs under OPEX model for a period of 2 years through e-tendering mode. Technical specifications are provided in the technical bid of this bid document.
3. The cost of the bid document is Rs.10,000/-(Rupees Ten thousand only). The amount has to be paid by way of a Demand Draft (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 on the date of submission of bid (offline mode under schedule 5 & 6).

Further information can be had from the Bank at the address given below from 10.00 to 17.00 hours on all working days.

**Digital Banking Division,
Indian Bank, Head Office, 2nd floor,
66, Rajaji Salai, Chennai – 600001
Phone Nos. 044-25269708 / 044-25269723**

**e-mail: vinodh.v@indianbank.co.in;
jaseel.pc@indianbank.co.in;**

4. Bidders should enroll/register before participating through website - <https://indianbankeprocure.etenders.in>. Bids have to be submitted online only at the above mentioned website. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the tender documents. Any other documents sent by any other mode will not be accepted except for the documents asked to be submitted physically by bidders (Offline Mode) mentioned under schedule 6) of this tender.

5. Part I contains compliance details of the specifications for which quotation is called for. No column shall be left blank or altered. The bidders should also submit their indicative commercial bids as sought in the e-tendering system. The indicative commercials provided by the bidder during e-tendering process will be considered as online sealed bid. The indicative commercial bid of the technically qualified bidders will be opened by Bank Officials on the date of online reverse auction.



6. Part II – Commercial will be called through Online Reverse Auction Process. After technical evaluation, intimation will be given to all qualifying bidders about the date and time of reverse auction. Part II price breakup details to be submitted after online reverse auction process.

7. Part I to be uploaded online duly signed by the Authorized Signatory under the seal of the company in every page. Any correction should be authenticated by the same signatory. If insufficient or false information is furnished and/or if there is any deviation or non-compliance of the stipulated terms and conditions, the quotations will be liable for rejection. The price quoted should be unconditional and should not contain any strings attached thereto. Quotes, which do not conform to our specifications, will be liable for rejection and offers with a higher configuration will not attract any special consideration in deciding the vendor.

8. All envelopes which are submitted offline should be securely sealed and stamped and shall be submitted in a single sealed envelope duly super-scribing the envelope with the reference number of this RFQ, due date, name of the Bidder, Offer reference number etc. and addressed to,

**THE CHIEF MANAGER,
EXPENDITURE DEPARTMENT,
INDIAN BANK, CORPORATE OFFICE,
No. 254-260, AVVAI SHANMUGAM SALAI
ROYAPETTAH, CHENNAI - 600 014,**

and dropped in the box provided at the above address after noting the details in the register maintained at the Expenditure Department, so as to reach them within the time stipulated as above (i.e 15.00 hours on 20/12/2019). The Technical quotations will be opened at 15:30 Hrs on 20/12/2019.

9. Bank has the right to accept or reject any quotation/cancel the e-tender at its sole discretion without assigning any reason thereof.

10. BENEFITS TO MICRO AND SMALL ENTERPRISES (MSEs) AS PER THE GUIDELINES OF PUBLIC PROCUREMENT POLICY ISSUED BY GOVERNMENT OF INDIA:

a. As per the above policy, Bank reserves the rights to procure 25% of the total requirements, from Micro and Small Enterprises (MSEs) provided such MSEs are complying with the eligibility criteria and technical specifications of the RFQ, quote their price within the price band of L1+15% and agree to bring down their price to L1 price.

b. If L1 bidder is an MSE, 100% procurement will be done from the L1 bidder subject to the other terms and conditions of the RFQ.

c. In case of more than one such MSE, the supply shall be shared proportionately to tender quantity.



- d. Special provision for Micro & Small Enterprises owned by Scheduled Castes or Scheduled Tribes. 4% out of the 25% shall be allotted to such MSEs, if participated in the tender.
- e. Special provision for Micro & Small Enterprises owned by Women. 3% out of the 25% shall be allotted to such MSEs, if participated in the tender.
- f. MSEs are also exempted from payment of cost of bid documents and submission of bid security.
- g. To avail the above benefits, the bidder should have registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Aadhar or any other body specified by Ministry of Micro, Small and Medium Enterprises.
- h. Bidders seeking the above benefits shall submit the documentary proof for having registered with the above agencies (such as Entrepreneur's Memorandum – EM II) at the time of pre-bid meeting or during submission of the technical bids (only if the bidder is not attending the pre-bid meeting).
- 11.** The condition of prior turnover and prior experience may be relaxed for Start-ups (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality & technical specifications and making suitable provisions in the bidding document (Rule 173 (i) of GFR 2017).
- 12.** This RFQ is further governed by Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion order number P-45021/2/2017-B.E.-II dated 15th June 2017 for the Public Procurement (Preference to Make in India), Order 2017.
- 13.** 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.

After technical evaluation, intimation will be given to all qualifying bidders about the date and time of reverse auction.



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1. ELIGIBILITY CRITERIA FOR BIDDERS

- a) The Bidder should be a registered company in India as per Indian Companies Act, 1956 and should be in operation for minimum of 5 years as on 31.03.2019.
- b) Bidder should have minimum 3 years of experience in providing OTC lock management services for banking terminals in India as on 30.09.2019.
- c) The bidder should be currently providing OTC lock management services using the solution proposed to be offered to the Bank to at least 2 clients in India.
- d) Should have their own or co-hosted Data Centre with fully functional DR centre in India and both should be ISO 27001 certified.
- e) The bidder should provide support to bank's branches and custodians for OTC generation and OTC related queries from 8:00 AM to 10:00 PM.
- f) Bidder must have a minimum annual turnover of Rs.10 crores or above during each of the last 3 financial years (2016-17, 2017-18, 2018-19).
- g) Profit Before Tax should be positive in last three consecutive financial years 2016-17, 2017-18, 2018-19.
- h) Bidder should have never been blacklisted / barred / disqualified by any bank / IBA / RBI / regulatory / statutory bodies in India.

Bids, which are not meeting the above criteria, will be liable for rejection.

2. SCOPE OF WORK:

Below are the high level scope work / Responsibilities of the successful bidder:

- Enabling the existing One Time Combination (OTC) locks of Bank's ATMs (S & G make) for Digital OTC lock management services.
- Providing the lock management services (LMS), i.e. generation, sending and validation of the OTC pass code under OPEX model.
- Supply of physical keys required for activation of the locks, opening / closure of the locks and management of combination passwords.
- Web portal for updating the mobile numbers of the authorized Bank custodians for sending OTC pass codes, for monitoring the daily activities and for generating MIS reports.



3. TIME FRAME FOR COMPLETION OF THE PROJECT

The entire assignment has to be completed in accordance with the timeline mentioned below:

No	Deliverable	Time line for Completion(at DC& DR)	Penalty for Delay (Applicable GST extra)
1	Setting up the LMS at the successful bidder's primary DC & DR site	8 Weeks from the date of receipt of Purchase Order.	Rs.2,00,000 per week or part thereof, up to a maximum deduction of Rs.20,00,000.
2	Supply of programmed physical keys at bank's identified cluster location*	10 Weeks from the date of receipt of Purchase Order.	0.5% of the cost of the delayed items per week or part thereof, up to a maximum deduction of 10%.
3	Activation of locks at the terminal locations and training to the custodians	Minimum 200 terminals to be completed per week, from the date of receiving written confirmation from the Bank.	Rs.500/- per terminal for each terminal where activation is pending at the end of the week (Saturday). For e.g., if only 150 locks are activated in a week, penalty of 25,000 will be levied for remaining 50 terminals.

*Delivery of the consignments shall be tracked by the successful bidder and delivery report (with consignment tracking number, dispatch and delivery date of each consignment) should be submitted to the bank along with invoices

- ✓ Once the Liquidated Damages for any of the above activities reaches the maximum deduction of 10%, Bank may consider termination of the contract.
- ✓ 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.
- ✓ 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.



4. PENALTY

The successful bidder shall provide a guaranteed uptime of 99.9% for the service which shall be calculated on monthly basis. The Uptime is equal to total contracted hours (for 30 days month total contracted hours is $24 \times 14 = 336$) in a month less downtime. The Downtime is the time between the start time of service unavailability and time of restoration of services. Restoration is the condition when the Successful Bidder demonstrates that the solution is in working order.

For SLA purpose a month will be treated as 30 days. If the successful bidder fails to maintain guaranteed uptime of 99.9% on monthly basis, Bank shall impose penalty of Rs 50,000/- for every 1 hour increase in downtime, or part thereof, subject to a maximum of Rs. 5 Lakhs per month. Bank may consider termination of the contract once the maximum penalty is reached during any month or if the uptime is below 99.9% continuously for 3 months in addition to charging penalty & invoking Bank Guarantee.

The downtime will be calculated when the number of complaints received from bank's branches/ custodian exceeds 10 complaints in a day for non-receipt of one time pass code till the time the services are restored and a notification is received from successful bidder.

5. RENEWAL OF CONTRACT

Bank reserves the rights to renew the contract for an additional period of 2 years at mutually agreed terms and conditions.



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1. Introduction

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

2. Pre-bid Meeting

- a. A pre-bid meeting is scheduled to be held at the following address at 11.00 hours IST on **09/12/2019**. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting.

**Digital Banking Division,
Indian Bank, Head Office, 2nd floor,
66, Rajaji Salai, Chennai – 600001
Phone Nos. 044-25269708 / 044-25269723**

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 paying the cost of bid document i.e Rs.10,000/- (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 paid the cost of bid document will be allowed to participate in the pre-bid meeting.

DD has to be submitted offline i.e. physically to the address mentioned under schedule 5) of this tender (And Scanned copy of DDs to be uploaded at the time of online submission of Bid). Bidders are requested to write their name and full address at the back of the Demand draft submitted.

Such Bidders who have not chose to attend the pre bid meeting are required to submit the DD for cost of Bid Document through offline mode (schedule 8) apart from uploading the scanned DD document during e-tendering.

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

- c. The Bidder is requested to submit any queries/clarifications to the Bank in the format provided at least two days before the date of meeting to the following email ids:

vinodh.v@indianbank.co.in;
jaseel.pc@indianbank.co.in;

- d. The text of the questions raised (without identifying the source of enquiry) and the responses given, together with amendment to the bid document, if any, will be ported in <https://www.indianbank.in> and <https://indianbankeprocure.etenders.in> and informed vide mail to the bidders who have raised queries.



3. Amendment of bidding documents

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

3.2 The amendments if any, will be published in the Bank's website and e-procurement website and will form part of the Bidding document.

4. Documents constituting the bid

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

- 4.1 Demand draft for cost of bid document. (copy of DD to be submitted, if Demand draft is submitted during pre-bid meeting)
- 4.2 Bid security (Earnest Money Deposit)
- 4.3 Technical Bid

In addition to the Hard copy of the documents, a soft copy of the technical bid is also to be submitted. Commercial Bid to be submitted by successful bidder after completion of online reverse auction.

Any bid document not accompanied by any of the above are liable for rejection.

A. TECHNICAL BID

The Bidder shall furnish as part of its technical bid, 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 VI – format 1 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 VI – formats 1 to 9 should be submitted along with the technical bid.

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

B. FINANCIAL BID – Breakup details as per format to be submitted by successful bidder after reverse auction.

- i) The price should be quoted in the format attached to this RFP (Format-6 in section-VI)
- ii) The price should be firm and not dependent on any variable factors.
- iii) The final price quoted in the bid should be inclusive of all levies, duties etc. and exclusive of GST.
- iv) No price variation will be accepted for increases in customs/excise duty, other taxes, and foreign exchange rate variation or for any other reasons.



- v) However, any decrease in Government levies, customs, and taxes till the date of invoice have to be passed on to the Bank.
- vi) Cost must be expressed in Indian Rupees.
- vii) TDS as per rules, if applicable, will be deducted from the amount quoted.
- viii) No commercial information shall be furnished during submission of technical bids.**
- ix) The bidder should have valid digital certificate to participate in the online reverse auction.**

5. Bid Security (Earnest Money Deposit)

- The Bidder should upload at the time of online submission of Bid, as part of its bid, a bid security in the form of a bank guarantee issued by a Scheduled Commercial Bank located in India (other than Indian Bank), in the form provided in the Bidding Documents (format-5 in Section VI) for a sum of Rs.25,00,000/- and valid for 135 days from the last date for submission of Bid. Bank may seek extension of Bank Guarantee, if required.
- Unsuccessful Bidders' Bid Security will be discharged or returned.
- The successful Bidder's Bid Security will be discharged upon the Bidder signing the Contract and furnishing the performance security.
- The bid security may be forfeited if :
 1. If a Bidder withdraws its bid during the period of bid validity
or
 2. In the case of a successful Bidder, if the Bidder fails to sign the Contract within the specified time from the date of issue of purchase order, or to furnish performance security.

6. Period of validity of bids

Bids should remain valid for the period of **90 days** from 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. Bank may seek extension of bid validity period, if required.

7. Format and signing of Bid

- All pages of the bid, except for un-amended printed literature, shall be initialled by the person or persons signing the bid.
- Any interlineations, erasure or overwriting shall be valid only if they are initialled by the person or persons signing the Bid.

8. Sealing and marking of Bids

8.1 The Bidder shall seal and signature on all pages of bid documents and the same has to be uploaded online in the e-tendering portal.

8.2 The bidder shall seal the Part I of the bid in separate envelope, duly marking the envelope as "Implementation of One Time Combination Lock Management Services for ATMs & BNAs under OPEX model - PART I – Technical". The bidder shall seal the Part II of the bid in separate envelope, duly marking the envelope as



"Implementation of One Time Combination Lock Management Services for ATMs & BNAs under OPEX model - PART II – Commercial". Both of these envelopes should be kept in a bigger sealed envelope duly marked as "Bid for Implementation of One Time Combination Lock Management Services for ATMs & BNAs under OPEX model – RFP Ref:CO/DBD/ATM/830/R1/2019-20 dated 29/11/2019".

8.3 The envelope shall:

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

**Chief Manager,
Indian Bank,
Corporate Office,
Expenditure Department, First Floor,
254-260, Avvai Shanmugam Salai,
Royapettah, Chennai, Pin 600 014**

b. bear the name 'Implementation of One Time Combination Lock Management Services for ATMs & BNAs under OPEX model' and a statement: **"DO NOT OPEN BEFORE 20/12/2019"**, to be delivered within the time and the date specified below.

9. Deadline for submission of Bid

- Deadline for bid submission is: **20/12/2019- 15.00 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 **15:00 hrs on 20/12/2019**.
- 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.
- 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.
- Any bid received by the Bank after the deadline for submission of bids prescribed by the Bank will be rejected and returned unopened to the Bidder.

10. Opening of bids by Bank

- The Bank will open the Part I of the bid (Technical bid) in the presence of officers authorised for the purpose and bidders' representatives at **15:30 hours on 20/12/2019**.
- Bank shall call the commercial bids through Reverse Auction. Advance intimation will be given to all qualifying bidders of commercial bid about the date and time of reverse auction.
- The Bidders' names, bid modifications or withdrawals and the presence or absence of the requisite bid security and such other details as the Bank, at its



discretion, may consider appropriate, will be announced at the bid opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder.

11. Clarification of Bids

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

12. Evaluation and Comparison of bids**12.1 General Evaluation**

- 12.1.1 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.
- 12.1.2 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.
- 12.1.3 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.

12.2 Technical evaluation

- 12.2.1 The bidder should satisfy all the qualification criteria mentioned in format 1 of Section II of this bid and technical specifications as per format 1 of section VI.
- 12.2.2 The bidder & Manufacturer should extend support for the quoted model of ONE TIME COMBINATION LOCK MANAGEMENT SERVICES FOR ATMs & BNAs UNDER OPEX MODEL for a period of 2 years.

12.3 Commercial evaluation

- 12.3.1 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.
- 12.3.2 The prices shall be quoted in Indian Rupee only.
- 12.3.3 The rates quoted during online reverse auction shall include all costs, duties including excise duty, levies, freight, warranty, AMC, charges for incidental services, installation and grouting charges etc.
- 12.3.4 Goods and Service Tax (GST) applicable shall be extra as applicable.



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

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

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. Signing of Contract

Within 15 (fifteen) days of acceptance of the Purchase Order, the successful Bidder(s) shall sign and date the Contract and return it to the Bank (Format - 4 in section VI). Acceptance of purchase order should be submitted within 15 days from the date of issue of purchase order.



"Also a Service Level agreement shall be entered into, which will contain the service related clauses of the RFP, such as uptime requirements, down time penalty, termination, settlement of disputes etc."

20. Performance Security

- Within 15 (fifteen) days of the acceptance of purchase order issued for the project by the Bank, the successful Bidder(s) shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the Bidding Documents (format-5 in Section VI) for 10% of the total project cost quoted by the successful bidder. The performance bank guarantee shall be valid for 26 months from the date of issuing the purchase order with an additional claim period of 3 months.
- The performance security submitted by the successful bidder(s) shall be invoked by the Bank as compensation for any loss resulting from the successful bidder's failure in completing their obligations under the Contract.
- Failure of the successful Bidder(s) to comply with the requirement of signing of contract and performance Security shall constitute sufficient grounds for annulment of the award and forfeiture of the bid security, in which event the Bank may call for new bids (re-tender).
- The performance security will be discharged by the Bank and returned to the Successful bidder(s) not later than thirty (30) days following the date of completion of the Successful bidder's performance obligations under the Contract.



SECTION IV

CONDITIONS OF CONTRACT

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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 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 Cash Recyclers will be installed.
- i. **"Cash Recycler"** means the machine which can accept, recycle and dispense currency as bunch.

1.2 Law governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law in India. Any dispute arising out of this contract will be under the jurisdiction of Courts of Law in Chennai.

1.3 Language

The contract has been executed in English which shall be the binding and controlling language for all matters relating to the meaning or interpretation of the contract.

1.4 Address for communication

The address of the Bank is:

**Digital Banking Division,
Indian Bank, Head Office, 2nd floor,
66, Rajaji Salai, Chennai – 600001
Phone Nos. 044-25269708 / 044-25269723**

**e-mail: vinodh.v@indianbank.co.in;
jaseel.pc@indianbank.co.in**

1.5 Notices

Any notice, request or consent made pursuant to this contract shall be in writing and shall be deemed to have been made when delivered in person to an authorised representative of the party to whom the communication is addressed, or when sent by registered mail, courier or facsimile to such party at the address specified above.



2. OBLIGATIONS OF THE BIDDERS**2.1. Confidentiality**

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

2.2. Reporting obligations

The bidder shall submit to the client the reports and other accounts specified in deliverables within the time limit set forth.

2.3. Documents prepared by the bidder for this purpose to be the property of the Bank

All plans, drawings, specifications, designs, reports and other documents submitted by the bidder shall become and remain the property of the Bank and the bidder shall, upon termination or expiration of this contract, deliver all such documents to the Bank together with a detailed inventory thereof. The bidder may retain a copy of such documents.

The bidder shall not use these documents for purposes unrelated to this contract without the prior written approval of the Bank.

3. USE OF CONTRACT DOCUMENTS AND INFORMATION

3.1. The Successful bidder(s) 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 Bank in connection therewith, to any person other than a person employed by the Successful bidder(s) 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.

3.2. The Successful bidder(s) 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.

4. PAYMENT TERMS

a) Payment of monthly charges will be released monthly in arrears based on the number of ATMs for which the OTC lock management services were provided at least once during the month. Invoices have to be submitted by service provider along with supporting documents on monthly basis to Bank's CO: Digital Banking Division.

b) Payment for the cost of physical keys: 80% of the cost of physical keys will be paid once the keys are delivered at the bank's identified cluster location and on submission of invoices and supporting documents and 20% of the cost of



physical keys will be paid once the keys are tested and found working at the terminal location.

c) TDS on all payments will be deducted at the applicable rate as per provisions of the applicable law.

5. LIQUIDATED DAMAGES

If the supplier fails to deliver any or all of the Goods or fails to perform the Services within the period(s) specified in the Contract, the BANK shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the price of the delayed Goods i.e. on the cost of equipments excluding the applicable taxes or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10%. If the equipments are not delivered or installed in time, the Bank may consider termination of the contract.

6. TERMINATION FOR DEFAULT

6.1 The Bank, without prejudice to any other remedy for breach of contract, by 30 days written notice of default sent to the Successful bidder(s), may terminate this Contract in whole or in part :

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

'For the purpose of this clause:

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

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

"unethical practice" means any activity on the part of bidder, which try to circumvent tender process in any way. Unsolicited offering of discounts, reduction in financial bid amount, upward revision of quality of goods etc after opening of first bid.

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



7. FORCE MAJEURE

- 7.1 The Successful bidder(s) 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.
- 7.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Successful bidder(s) and not involving the Successful bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 7.3 If a Force Majeure situation arises, the Successful bidder(s) 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(s) 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.
- 7.4 Force Majeure event also comprise of any action/regulation taken by the regulatory bodies or governmental bodies as result of their sovereign functions which renders the supplier incapacitated to perform under the contract without any attribution to cause such regulation/action due to its breach or negligence shall be considered to be a force majeure event.

8. TERMINATION FOR CONVENIENCE

The Bank, by 30 days written notice, sent to the 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's convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective.

9. SETTLEMENT OF DISPUTES

- 9.1 If any dispute or difference of any kind whatsoever shall arise between the bank and the Successful bidder(s) 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.
- 9.2 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(s) 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.
- 9.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract.



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

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

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

9.5 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(s).
- c) Submitting to arbitration may be considered as additional remedy and it does not preclude the parties seek redressal/other legal recourse.

10. LIMITATION OF LIABILITY

Successful Bidder's aggregate liability under the contract shall be limited to a maximum of the contract value. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by bank on the Successful Bidder(s) that gave rise to claim, under this tender.



This limit shall not apply to third party claims for

- a) IP Infringement indemnity
- b) Bodily injury (including Death) and damage to real property and tangible property caused by vendor/s' gross negligence. If a third party asserts a claim against bank that a vendor product acquired under the agreement infringes a patent or copy right, vendor should defend bank against that claim and pay amounts finally awarded by a court against bank or included in a settlement approved by vendor.

11. APPLICABLE LAW

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

12. COVERAGE OF ALL BANKS UNDER THE EPF & MP ACT 1952

The Successful bidder(s) 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.

13. 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.



SECTION V**INSTRUCTIONS TO BIDDERS FOR E-TENDERING****1. GENERAL**

These Instructions for e-Tendering supplement other terms and conditions of this tender.

2. INSTRUCTIONS**2.1. RULES FOR WEB PORTAL ACCESS**

1. Bidder should be in possession of Digital Certificate in the name of company/bidder with capability of signing and encryption for participating in the e-tender. Bidders may use Digital Certificates issued in the name of individuals upon submission of authorization certificate from the company for the same to the e-tendering service provider and prior approval from Bank officials. Bidders are advised to verify their digital certificates with the service provider at least two days before due date of submission and confirm back to Bank.
2. e-tendering will be conducted on a specific web portal website - <https://indianbankeprocure.etenders.in> meant for this purpose with the help of the Service Provider identified by the Bank as detailed above.
3. Bidders will participate in e-tendering event from their own office/place of their choice. Internet connectivity/browser settings and other paraphernalia requirements shall have to be ensured by Bidder themselves.
4. In the event of failure of their internet connectivity (due to any reason whatsoever it may be) either the service provider or Bank is not responsible.
5. In order to ward-off such contingent situation, Bidders are advised to make all the necessary arrangements/alternatives such as back-up power supply, connectivity whatever required so that they are able to circumvent such situation and still be able to participate in the e-Tendering process successfully.
6. However, the Bidders are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
7. Failure of power at the premises of bidders during the e-Tendering cannot be the cause for not participating in the e-Tendering.



8. On account of this, the time for the e-tendering cannot be extended and Bank is not responsible for such eventualities.
9. Bank and/or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of e-tendering irrespective of the cause.
10. Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday for the bank, e-tendering website will receive the bids up to the appointed time on the next working day. Extension/ advancement of submission date and time will be at the sole discretion of the Bank.
11. However, during the submission of bid, if any bidder faces technical issues and was unable to submit the bid, in such case the Bank reserves its right to grant extension for bid submission by verifying the merits of the case and after checking necessary details from Service Provider.

2.2. REGISTRATION

To use the Bank's e-tendering Portal (<https://indianbankeprocure.etenders.in>), bidder needs to register on the e-tendering portal. The bidder should visit the home-page of the portal and to the Portal Enrolment for new bidder link.

The following steps are to be followed during the registration process

- a) Fill all the relevant and requisite details to complete the Enrolment form provided in the Bank's e- tendering portal
- b) The registered User will receive the Activation link on the registered Email id. The user is now required to activate by clicking on "Click Here" link sent to registered Email id
- c) Login with the User id and Password to the e-tendering Portal where the registered users are required to upload the scan copy of the PAN Card and GST Registration certificate to map the DSCs
- d) After the Signing and Encryption/Decryption certificates are mapped to the login ID and successful verification of Encryption/Decryption, go to event management and proceed for bidding process by uploading necessary documents
- e) Clarification/ Amendments and Extension of last date of bid submission (if any) will be uploaded in the e-tendering portal under Corrigendum/ Amendment.

Training to the Bidder for participating in the bids through e-tendering Website will be provided by the service provider M/s. Nextenders (India) Pvt. Ltd.

Note: Please contact M/s. Nextenders Pvt. Ltd.'s support desk (as given below), to get your registration accepted/activated and for further clarifications.



Support Desk Contact Details

M/s. Nextenders (India) Pvt. Ltd
Yuchit, Juhu Tara Road
Mumbai – 400 049.

Support Contact No. 020-25315555 Ext no 8 then 8
Support Email: support.indianbank@nextenders.com

2.3. SUBMISSION OF BIDS THROUGH E-TENDERING PORTAL

The Bid documents, to be uploaded as part of online bid submission, are as follows:

- Eligibility Criteria, along with all supporting documents required.
- All Annexure as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages.
- All supporting documents and product literature in support of Technical specifications.
- Relevant brochures
- Compliance to Technical Specifications as per Technical Bid.
- Any other information sought by the Bank with relevant to this tender

Bidder should upload all the copies of relevant documents without fail in support of their bid and as per the instructions given in tender documents. If the files to be uploaded are in PDF format, ensure to upload it in "Searchable" PDF Format. After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid.

Please take care to scan documents so that total size of documents to be uploaded remains minimum. **All documentation evidence provided to the Bank shall be in PDF Format. The Scanned Documents shall be OCR enabled for facilitating "search" on the scanned document.** Utmost care may be taken to name the files/documents to be uploaded on e-tendering portal.

2.4. BID RELATED INFORMATION

Bidders must ensure that all documents uploaded on e-tendering portal as files or zipped folders, contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc. It shall be the responsibility of bidder themselves for proper extractability of uploaded zipped files.

Any error/virus creeping into files/folder from client end PC system cannot be monitored by e-tender software/server and will be bidder's responsibility only.



2.5. OFFLINE SUBMISSIONS

In addition to uploading the documents in our e-Tendering portal, Bidders should also submit the following in a sealed envelope, super scribing with the tender Reference number, due date, Name of the Bidder, etc.

- a) Earnest Money Deposit/Bid Security
- b) DD towards Cost of bid document

Note: Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof for claiming exemption for Cost of Bid document and EMD.

The bidder is requested to submit the original documents in a Sealed Envelope on or before 20/12/2019, 03.00 PM to the address mentioned under schedule 5) of this tender. The envelope shall be super scribed as "Implementation of One Time Combination Lock Management Services for ATMs & BNAs under OPEX model" and the words 'DO NOT OPEN BEFORE (20/12/2019 at 03.30 PM)'.

2.6. OTHER INSTRUCTIONS

For further instructions like system requirements and manuals, the bidder should visit the e-tendering portal (<https://indianbankeprocure.etenders.in>), click on System Requirement Manual/ User Manual.

The following 'Four Key Instructions' for bidders must be assiduously adhered to –

- a. Obtain individual Digital Signing Certificate (DSC or DC) well in advance before tender submission deadline on e-tendering portal.
- b. Register your organization on e-tendering portal well in advance before tender submission deadline on e-tendering portal
- c. Get your organization's concerned executives trained on e-tendering portal well in advance before tender submission deadline on e-tendering portal
- d. Submit your bids well in advance of tender submission deadline on e-tendering portal (Bank will not be responsible any problem arising out of internet connectivity issues).

Note: While the first three instructions mentioned above are especially relevant to first-time users of the e-tendering portal, the fourth instruction is relevant at all times.



SECTION VI**BID FORM, PRICE SCHEDULES AND OTHER FORMATS****Table of Contents**

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1. TECHNICAL BID

Date:

To

**Chief Manager,
Expenditure Department, First Floor,
Indian Bank Corporate Office,
254-260, Avvai Shanmugam Salai,
Royapettah, Chennai, PIN 600 014.**

Dear Sir,

Sub: Implementation of One Time Combination Lock Management Services for ATMs & BNAs under OPEX model.

Ref: RFP: CO/DBD/ATM/830/R1/2019-20 dated 29/11/2019.

Having examined the Bidding Documents including Addenda Nos.(insert numbers), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to implement ONE TIME COMBINATION LOCK MANAGEMENT SERVICES FOR ATMs & BNAs UNDER OPEX MODEL and submit our technical Bid as follows:

SPECIFICATIONS

Make: Model:

1	Infrastructure Related	Write Complied or Not Complied
1.1	The solution should be hosted in bidder's own Data Centre or co-hosted Data Centre in India, with a fully functional DR centre in another city in India. <i>Bidder to specify the locations of Primary DC & DR Site.Owned / Co-hosted?</i>	
1.2	The Primary data centre and DR centre should be ISO 27001 certified currently and throughout the contract period.	
1.3	The offered solution and environment should be PA-DSS and PCI-DSS certified currently and throughout the contract period.	
1.4	The offered solution should have the capability of generating & processing minimum 4500 numbers of One Time Combination pass codes per day, with a peak volume of 100 pass codes per minute.	
1.5	Bidders should have arrangement with more than one SMS Gateway service provider to send the OTC pass code to the registered mobile number of bank custodian. Bidders to mention the names of 2 SMS Gateway service providers who are providing services to the bidder.	
1.6	Bidders should have a dedicated help line number for the	



Ref:CO/DBD/ATM/830/R1/2019-20

	bank custodians to contact and avail support from 8:00 AM to 10:00 PM on all bank working days.	
2	Lock Management Solution (LMS) Related	
2.1	LMS should support OTC pass code generation and validation for all models of S&G OTC lock.	
2.2	The OTC pass codes should be a numeric codes and should be sent to the mobile number registered against the terminal via SMS/ automated voice call.	
2.3	The solution should maintain required details such as Mobile number, E mail-ID, Date Of Birth or any other relevant information required for verifying the identity of the custodian before for sending OTP to Bank custodian.	
2.4	The solution should have provisions for receiving requests for OTC pass code generations through various channels such as telephone call, SMS, E-Mail and also through web portal.	
2.5	The pass code generation messages should have provision to specify a unique terminal ID for which pass codes are generated.	
2.6	Irrespective of the mode of receiving the pass code generation requests, the generated pass codes shall be communicated to the bank custodians only through SMS/ automated voice call sent to the mobile number registered against the unique terminal ID.	
2.7	LMS should identify the terminal only based on the unique ID and registered mobile number. Under no circumstances, the AT MID or location details shall be stored in the LMS.	
2.8	Central solution should provide role (Supervisor & Operator) based user access for activation of physical keys and for pass code generation.	
2.9	The solution shall allow supervisor/ administrator to define different roles for operators and assign each of them specific user rights.	
2.10	The solution should support time bound pass code management. i.e. it should be possible to configure and change the duration of validity of pass codes at any time. Bidders to specify the minimum and maximum duration supported for validity of pass codes	
2.11	The generated pass code shall expire and should not be accepted for opening or closure of the safe door on expiry of the pass code or after the first successful use of the pass code, whichever is earlier.	
2.12	Electronic Touch key should be disabled when lock is in opened state and should be enabled once lock is closed.	
2.13	Successful bidder should carry out customizations in the software solution at no additional cost to the Bank as and when new guidelines are issued by regulatory authorities (RBI, IBA & Government of India) on OTC lock management.	
3	Portal for Bank's Use	
3.1	The successful bidder shall provide a Web Based interface for the Bank to monitor the activities related to LMS provided to the bank.	



3.2	The web portal should have a provision to update the unique terminal ID and registered mobile number of bank's custodians through maker-checker validation.	
3.3	Successful bidder should create up to 4 users for Bank for carrying out the above activities. These users should not have access to any other data or activities.	
3.4	Complete Audit trail and user activity tracking should be available for monitoring the user activities.	
3.5	The web portal should have provisions to generate various MIS reports, including but not limited to: (i) List of terminals where OTC lock is activated; (ii) List of terminals for which OTC pass codes are generated between any 2 dates; (iii) List of terminals for which OTC pass codes are used for opening / closure doors between any 2 dates; (iv) List of terminals for which OTC pass codes are not used for opening / closure doors between any 2 dates; (v) List of terminals on which OTC locks were deactivated between any 2 dates; (vi) List of updations done in the terminal and custodian details by the portal users between any 2 dates.	
4	Information Security & Audit Related	
4.1	Successful bidder should ensure implementation and maintenance of all industry best practices and stringent data security standards related to services provided under this RFP.	
4.2	There should not be any manual intervention in the process of dispatching of pass codes. The pass codes generated in LMS shall be sent to SMS gateway automatically.	
4.3	Successful bidder should isolate the Bank's data from the data of other customer in dedicated servers.	
4.4	The successful bidder should get the solution and facilities audited from time to time as per the requirements of the Bank, Reserve Bank of India and / or any other statutory body, wherever applicable. Cost of such audits should be borne by the Successful Bidder throughout the contract period. Copies of such audit / compliance reports should be submitted to the Bank on demand.	
4.5	Successful bidder should provide unrestricted access to the employees of the Bank, Reserve Bank of India and 3 rd party agencies appointed by the Bank or Reserve Bank of India to conduct audits at the premises of the successful bidder. The cost of such audits will be borne by the Bank.	
4.6	Successful bidder should conduct DR Drill activity twice a year to ensure business continuity and uninterrupted services to the Bank.	
4.7	Successful bidder should ensure that all logs related OTC pass code generation and dispatch are stored in servers located within India.	

List of deviations from the required specifications:

1)

2)

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

We enclose the technical brochures for the equipments/services quoted.

We submit that we should abide by your terms and conditions governing the quotations mentioned in the bidding document.

We submit that we abide by the details given above.

We undertake, if our bid is accepted, to complete the services in accordance with the delivery schedule specified in the bid.

If our bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10% of the contract amount for the due performance of the Contract, in the form prescribed by the Bank.

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

Until a formal contract is prepared and executed, this bid, together with your notification of award, should 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 clarify/confirm that we comply with the qualification criteria of the bidding documents.

Dated this day of 201.....

.....
Signature:

Mobile No.

Email :

(In the Capacity of)

..... Duly Authorised to sign bid for and on behalf of
(give below the Name & Address of Bidder)



2. SELF DECLARATION – BLACKLISTING

Date:

To**The Assistant General Manager
Indian Bank, Head Office,
Information Technology Dept, 2nd Floor,
66, Rajaji Salai,
Chennai, PIN 600 001.**

Dear Sir,

**Sub: Implementation of One Time Combination Lock Management Services
for ATMs & BNAs under OPEX model.****Ref: RFP: CO/DBD/ATM/830/R1/2019-20 dated 29/11/2019. .**

We hereby certify that, we have not been blacklisted by any Government Dept /
PSU / Banks currently.

Signature of Authorized Official**Name and Designation with Office Seal****Place:****Date:**

3. BID SECURITY FORM

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

KNOW ALL PEOPLE by these presents that we (name of bank) of (name of country), having our registered office at (address of bank) (hereinafter called "the Bank"), are bound unto Indian Bank in the sum of _____ for which payment well and truly to be made to the said Bank, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 201 ____.

THE CONDITIONS of this obligation are:

1. If the Bidder

(a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or

(b) does not accept the correction of errors in accordance with the Instructions to Bidders; or

2. If the Bidder, having been notified of the acceptance of its bid by the Bank during the period of bid validity:

(a) fails or refuses to execute the Contract Form if required; or

(b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

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

This guarantee will remain in force up to, and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the Bank)

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

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



4. CONTRACT FORM

THIS AGREEMENT made theday of....., 201... Between Indian Bank (hereinafter "the Bank") of the one part and..... (Name of Supplier) of..... (City and Country of Supplier) (hereinafter called "the Supplier") of the other part :

WHEREAS the Bank invited bids for certain Goods and ancillary services viz.,..... (Brief Description of Goods and Services) and has accepted a bid by the Successful bidder 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 Bank's Notification of Award.
3. In consideration of the payments to be made by the Bank to the Successful bidder as hereinafter mentioned, the Successful bidder hereby covenants with the Bank to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Bank hereby covenants to pay the Successful bidder 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 Successful bidder 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.

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 Vendor") has undertaken, in pursuance of Contract
No..... dated,..... 201... to.....(Description of Goods
and services) (hereinafter called "the Contract").

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

AND WHEREAS we have agreed to give on behalf of the Vendor a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on
behalf of the Vendor, 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 Vendor 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.

Any such demand made by you shall be conclusive irrespective of any dispute or
controversy between you and the Supplier in any suit or proceeding pending before
any court or Tribunal relating thereto, our liability under this present being ab b
solute and unequivocal.

This guarantee is valid until theday of.....201.....

Signature and Seal of Guarantors

.....
Date.....201.....
Address:.....
.....

NOTE :

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



6 .COMMERCIAL BID FORMAT (To be submitted after Online Reverse Auction)**Ref. RFP: CO/DBD/ATM/830/R1/2019-20 dated 29/11/2019.****TO****Date:****Indian Bank
Corporate Office,
Expenditure Department, First Floor
254-260, Avvai Shanmugam Salai,
Royapettah, Chennai, PIN 600 014**

Dear Sir,

**Sub: Implementation of One Time Combination Lock Management Services
for ATMs & BNAs under OPEX model.****Ref: Bid Document No. RFP: CO/DBD/ATM/830/R1/2019-20 dated 29/11/2019.**

Further to the reverse auction dated _____, we, the undersigned, offer to
Implement ONE TIME COMBINATION LOCK MANAGEMENT SERVICES FOR ATMs &
BNAs UNDER OPEX MODEL, and we submit our Commercial Bid with Break up details
as follows:

Price Schedule:

(Amount in Rupees)

No	Requirement	Cost Unit /	Qty	Total Cost for 2 years
1	Monthly charges per ATM for providing OTC lock management services under OPEX model with dedicated DC& DRservers hosted in bidder's premises from 8:00 AM to 10:00 PM on all bank working days.		4,500	
2	Cost of Black key required for accessing ATM safe door (one primary key and one backup key per branch) i.e., 2 physical keys per branch for 3000* branches.		6,000	
3	Cost of Red key for onetime activation of locks for acceptance of OTC password (one key per cluster of 10-15 branches)		200	
	Total cost (Taxes Extra)			

Grand Total in Words:

*Bank reserves the right to place additional delivery order for up to 50% of the above quantity at the same price for the additional terminals to be installed by the Bank during the contract period.



Prices quoted are:

- Inclusive of all costs, levies, freight, warranty, AMC, charges for incidental services and installation charges etc and Exclusive of applicable GST.
- Applicable TDS, if any, will be deducted from the payment.
- Successful shall provide the price break-up for each item in line with market rates. Bank reserve the rights to negotiate with the bidder if the price break-up submitted for any of the above items is higher than the market rates.

We abide by details given above and the terms of the bid document.

Office Seal

For

(Authorised Signatory)

Place:

Name:

Date:

Designation:

E-mail:



7. PROFORMA OF CERTIFICATE FOR ISSUE BY BRANCHES AFTER SUCCESSFUL ACTIVATION OF OTC LOCK SYSTEM

Date:

Sub: Certificate of Activation of OTC Lock System

1. This is to certify that ATMs/ BNAs ID:_____ safe door lock system has been enabled for opening of the safe door for daily cash replenishment operations using the physical (black)key and One Time Passcode (OTP)in accordance with the Purchase Order issued by CO:DBD.
2. The following activities are completed successfully:

Features	How to verify the completion of activity	Observation by the branch (Completed / Not Completed)
Activation of Lock System for accepting One Time Combination pass code (OTC)	Lock will be enabled using Red Key for accepting One Time Combination Passcode. On connecting the black key, lock will prompt for entering the OTC pass code.	
Opening of door after entering OTC pass code	Door will be opened if the correct OTC pass code is entered.	

3. The acceptance test has been done to our entire satisfaction.
4. The Successful bidder has fulfilled its contractual obligations satisfactorily

(or)

The Successful bidder has failed to fulfill its contractual obligations with regard to the following:

(a)

(b)

Signature of Branch Official

Name:



8. FORMAT FOR PRE-BID QUERIES

S.No	RFP Point no/Title	Page no in RFP	Details provided in RFP	Query/ Changes Requested



9. CHECKLIST FOR DOCUMENTS TO BE SUBMITTED BY THE BIDDER

S. No.	Item Description	Documents to be submitted as proof	Details of proof / document submitted by the Bidder
1	The Bidder should be a registered company in India as per Indian Companies Act, 1956 and should be minimum in operation for minimum 5 years as on 31.03.2019.	Copies of Certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association and full address of the registered office	
2	Bidder should have minimum 3 years of experience in providing OTC lock management services for banking terminals in India as on 30.09.2019.	Copies of purchase orders along with satisfactory letter / certificate as documentary evidence	
3	The bidder should be currently providing OTC lock management services using the solution proposed to be offered to the Bank to at least 2 clients in India.	Copies of purchase orders (all pages) issued for implementing the same solution and certificate from the same client confirming satisfactory services by the bidder	
4	Should have their own or co-hosted Data Centre with fully functional DR centre in India and both should be ISO 27001 certified.	Documentary evidence (Certificates/ Contract / Bills) and copy of valid ISO 27001 Certificate	
5	The bidder should provide support to bank's branches and custodians for OTC generation and OTC related queries from 8:00 AM to 10:00 PM.	Declaration in the company letterhead to be submitted along with number of agents employed in the customer support centre	
6	Bidder must have a minimum annual turnover of Rs.10 crores or above during each of the last 3 financial years (2016-17, 2017-18, 2018-19).	Copies of audited Balance Sheet and Certificate from the Chartered Accountant for preceding three financial years	
7	Profit Before Tax should be positive in last three consecutive financial years 2016-17, 2017-18, 2018-19.	Copies of audited balance sheets along with profit and loss statement for corresponding years and Certificate from the Chartered Accountant	
8	Bidder should have never been blacklisted / barred / disqualified by any bank / IBA / RBI / regulatory / statutory bodies in India.	The bidder in their company's letterhead shall provide declaration to this effect signed by the Authorized Signatory	



9	Bid Form	Bid Form signed by the Authorised Official of the Bidder as per format 3 of Section VI	
10	Tehnickal Compliance	Compliance to be given as per format 1 of Section VI	
11	Declaration for Blacklisting	Bidder to submit the Self Declaration certificate as per Bank's format along with the technical bid. (Documentary proof should be attached).	
12	DD for Application Form	Rs.10,000/- in the form of Demand Draft.	
13	BID Security Form (Bank Guarantee only)	Bank Guarantee of Rs.25,00,000/- as per format 5 of Section VI.	
14	Copy of RFP & Clarifications and amendments issued by the Bank	To be sealed and signed by the Authorised Official of the Bidder	

Note : Commercial Bid should not be attached with Part - I.



