

**INDIAN BANK
Zonal Office Salem**

GENERAL INSTRUCTIONS FOR BIDDERS

1. Quotations are invited under two bid systems i.e. Technical Bid and Financial Bid, to be submitted as per the format enclosed in Annexure IV and V of this document. These will be put in separate sealed covers super scribed respectively as "Technical Bid" and "Financial Bid". Both sealed envelopes should be put in another sealed cover super scribed as "Quotation for Supply, Installation and Maintenance of CCTV systems".
2. The Earnest Money Deposit (EMD) amounting to Rs. 20,000 (Rs. Twenty Thousand Only) refundable (without interest), should be necessarily submitted along with the Technical Bid of the Vendor in the form of Demand Draft, from any of the Scheduled Bank drawn in favour of Indian Bank payable at **Salem** and valid for a period of 60 days. Bids not accompanied by EMD or without proper validity will be summarily rejected.
3. The Vendor is required to enclose documents attached to the tenders in original in two separate envelopes duly signed, stamped and sealed.
4. Bids submitted after the due date shall not be accepted under any circumstances whatsoever.
5. Conditional Bid shall not be considered and shall be rejected at the very first instance.
6. The EMD will be forfeited if the vendor rescinds after accepting the offer.
7. The vendor should include the list of Public Sector Banks/Private Banks whom they have provided services on CCTV system in last **5 years**, along with name, phone/fax number of the contact person.
8. All entries in the bid form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting/striking is permitted. Overwriting/striking if any, in the Technical Bid must be initialed by the person authorized to sign the bid.
9. The envelope containing Technical Bid shall be opened on the scheduled date and time as given, in presence of Directors/Proprietors/Authorized representatives of vendors, who wish to be present.
10. Technical Bids will be evaluated by the Committee constituted by the Bank. The Committee may call for a technical presentation by the vendors, which will include verifying the financial turn-over, registration certificates, legal, financial, statutory, taxation and other associated compliance of contract conditions. The Committee may evaluate/verify the performance of the vendor at any of their existing contracts which may include obtaining references /or visiting the clients and the quality of services rendered by the vendor etc.
11. **Bank reserves the right to amend or withdraw any of the terms and conditions contained in this Bid Document or reject any or all Bids without giving notice or assigning any reason thereof. The decision of the Bank, in this regard shall be final and binding on all concerned.**
12. **PERFORMANCE BANK GUARANTEE:** Before entering into an agreement the selected vender(s) should submit a Bank Guarantee of Rs. **50,000/- (Rupees Fifty Thousand only)** valid for a period of **3 years and 3 Months** from the date of contract, issued by a Public Sector Bank **other than Indian Bank**. Purchaser 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. Format of PBG is kept at **annexure VI**
13. **VALIDITY PERIOD:** The empanelled Vendors/Firms/Suppliers will remain in the empanelled list of the Bank for Salem Zone for supply, installation and maintenance of CCTV system for **Three years** from the date of empanelment or till the completion of next empanelment period at the Bank's own discretion (whichever is earlier).

(a) The Annual rate contract and AMC charges will be valid for one year. Based on market rate of products the rate will be reviewed by the bank and if both party agree on that rate then the contract can be extended for further period of another year or more.

(b) Empanelment will be valid only, if all eligibility criteria mentioned in the advertisement are fulfilled during the entire empanelment period.

(c) If the service provided by vendor is found to be unsatisfactory or if at any point of time during the empanelment it is found that the information provided by vendor is false or if vendor do not participate in any subsequent RFP or tendering process three times consecutively, the Bank reserves the right to remove the vendor from the empanelment list without giving any notice. Bank's decision in this regard will be final.

14. **PROCESS**

Offers will be evaluated in the following stages:

Stage I Offers will be evaluated against the stipulated minimum Eligibility Criteria. *Offers not complying with the eligibility will be rejected summarily.*

Stage II Short listing of Vendors/Firms/Suppliers will be based on the evaluation of the technical requirement complied with **live demonstration of CCTV system offered** and satisfactory feedback from the reference sites and other clients of the vendors.

Stage III The price bids of only short listed vendors (who qualify in both technical bid and demonstration of system) will be opened in the presence of vendors / or authorized representative. Based on bid amount, the bank will strive to empanel minimum two vendors for a period of three years. For number of vendors to be empanelled, Bank's decision will be final. **Work order will be served later for a period of one year to the L1 bidder(s).**

15. **AVAILABILITY OF SPARES**

Vendor should 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.

16. **PATENT RIGHTS**

The supplier shall indemnify the purchaser against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods, or any part thereof in India. The supplier shall, at their own expense, 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. 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. 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. The Supplier shall grant to the bank a fully paid-up, irrevocable, non-exclusive license throughout the territory of India or abroad to access, replicate and use software (and other software items) if any, provided by the supplier, including-all inventions, designs and marks embodied therein in perpetuity.

17. **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.

18. **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 equipments used by Vendor. The Vendor shall be liable for any indirect, consequential, or special damages due to malfunction of the security equipments under the agreement / purchase order.

19. **WARRANTY**

The offer must include on-site warranty from the date of installation and commissioning of the equipments however there should not be any additional cost for the warranty period. "No AMC" charge will be admissible in warranty period however half yearly service visit is mandatory during warranty period.

20. **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.

21. **NUISANCE:**

The Vendor shall not at any time do cause or permit anyone to or cause any nuisance on the site or do anything which shall cause unnecessary disturbance of inconvenience to the Bank, Owners, Tenants or occupier of other properties near the site and to the customers/public generally.

22. **GOVERNING LAW AND DISPUTES**

The provisions of this tender shall always be subject to Government Notifications, any rules/guidelines that may be in force from time to time. 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. 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.

23. **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 and 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 Banks usage.