

Ref: HO:TMD:PG:326:2011-12 dated 22.12.2011

BID DOCUMENT

FOR

**SUPPLY, INSTALLATION AND MAINTENANCE OF
14000 BIOMETRIC FINGERPRINT SCANNERS WITH SDK**

Dated: 22.12.2011

Date of Pre-Bid Meeting: 02.01.2012 (12:00 Noon)

Last Date for Submission of Bid: 27.01.2012 (4:00 PM)

**TECHNOLOGY MANAGEMENT DEPARTMENT
HEAD OFFICE, 66, RAJAJI SALAI,
CHENNAI – 600 001**

Website: www.indianbank.in

Ref: HO:TMD:PG:326:2011-12 dated 22.12.2011

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Section-1 - Activity schedule

The schedule is subject to change and notice in writing of any changes will be provided wherever feasible.

	Activity	Details
1.	RFP/Bid date	22.12.2011
2.	Bid document Price : (non-refundable)	INR.2,500/-. The amount has to be paid by way of a Bankers Pay Order (BPO) or a Demand Draft (DD) favouring INDIAN BANK payable at CHENNAI and to be remitted along with bid documents.
3.	Address for submission of Bid	Assistant General Manager Indian Bank, Corporate Office, Expenditure Department 254-260 Avvai Shanmugam Salai Royapettah, Chennai 600 014, India
4.	Pre-bid Meeting	12.00 Noon on 02.01.2012 at Indian Bank, HO:Technology Management Dept, 66 Rajaji Salai, Chennai – 600 001.
5.	Bid submission	Bid forms can be downloaded from our website. Bid to be submitted in two different envelopes : 1. Part-I :- Technical 2. Part-II: - Commercial bid. These envelopes containing the Part-I along with the DD/BPO towards Bid Document price and Bank Guarantee towards Earnest Money Deposit and Part-II bids should be placed in another envelope with the superscription "BID FOR SUPPLY, INSTALLATION AND MAINTENANCE OF 14000 BIOMETRIC FINGER PRINT SCANNERS WITH SDK"
6.	Last date for Submission of Bid	27.01.2012– 16.00 Hours
7.	BID SECURITY (EARNEST MONEY DEPOSIT)	Rs.7,50,000/- in the form of Bank Guarantee in favour of INDIAN BANK payable at Chennai from a scheduled bank and valid for forty five (45) days beyond the validity of the bid(i.e. 225 days from the last date of submission of Bid).
8.	Bid opening date / time /venue	Part-I : - The Technical bids will be opened on 27.01.2012 at 16.30 Hours at the above address(mentioned in S.No.3). Part- II: - Successful bidders of Part I and POC will be informed the date of opening individually before opening of Part - II.
9.	Contact details :	Assistant General Manager(TMD) INDIAN BANK, Technology Management Department, 66, Rajaji Salai, Chennai 600 001 Ph: 91-44-25210327, 25250155 email: asif.sa@indianbank.co.in ; issc@indianbank.co.in
10.	Language of the Bid	This bid should be filled in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the bidder.
11.	Official website	www.indianbank.in

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IMPORTANT NOTICE

- ❖ **This tender document is not transferable.**
- ❖ Bidders are advised to study the tender document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- ❖ The response to this tender should be full and complete in all respects. Incomplete or partial bids will be rejected. The bidder must quote for the item asked for in this tender.
- ❖ The bidder shall bear all costs associated with the preparation and submission of the bid, including cost of presentation for the purposes of clarification of the bid, if so desired by the bank. The bank will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- ❖ The bank reserves the right to reject the bidder's assertion of compliance to a requirement, if the detailed response is found unsatisfactory or contradictory.
- ❖ The cost of preparing the proposal including visit / visits to the Bank are not reimbursable
- ❖ The bank can extend the time for submission of all the proposals.
- ❖ The Bank has the option to reduce or increase the quantities mentioned in the bidding document due to implementation options.
- ❖ The Bank reserves the right to cancel the tender at any point of time before placing order without assigning any reason therefor.
- ❖ The Bank reserves the right to negotiate with L 1 vendor under exceptional circumstances.
- ❖ The Purchase Order may be placed in part or full quantity of equipment called for, in the bid (i.e. plus or minus 25%). In case Bank requires additional Biometric Scanners, repeat order for the same will be issued within a period of 6 months from the date of purchase order.
- ❖ The Bidder is expected to examine all instructions, forms, terms and specifications given in the Bidding Documents. Failure to furnish all information required by the Bidding Documents may result in the rejection of its bid and will be at the Bidder's own risk. Bank will not be responsible for the same.
- ❖ The bid is bound by IT Act 2000 and subsequent amendments.
- ❖ The technically qualified bidders will be required to sign Non-disclosure agreement.

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SECTION -2

INTRODUCTION

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2. INTRODUCTION

Indian Bank, a leading Public Sector Bank having its Head Office in Chennai has national presence in more than 1900 locations spreading over 34 Zones and international presence in Singapore and Colombo. It has been serving the nation with a team of dedicated staff for the more than 100 years. During the current year ending 31.03.2011, the Bank's business exceeded Rs.2,02,000 crores.

The Bank is engaged in diversified banking activities. The Bank is a pioneer in introducing the latest technology in Banking having implemented Core Banking Solution in all the branches covering 100% of Business. Internet Banking services are available to all the customers of the Core Banking Branches. The Bank has also implemented other delivery channels like Mobile/Phone Banking & provides variety of e-payment channels for its customers.

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SECTION 3

INVITATION FOR BIDS (IFB)

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3. INVITATION FOR BIDS (IFB)

3.1 The Bank intends to strengthen its Information Systems Security by deploying biometric authentication for CBS application users in the branches.

3.2 Indian Bank invites sealed bids from all eligible bidders for Supply, installation and maintenance of 14000 Biometric Finger Print Scanners with SDK for finger print scanning as second factor authentication for CBS.

3.3 The cost of the bid document is Rs.2,500/-. The amount has to be paid by way of a Bankers Pay Order (BPO) or a Demand Draft (DD) favouring INDIAN BANK payable at CHENNAI. The bidders may download the bid document from our Website. Bidders have to submit a DD/ BPO for Rs.2,500/- towards the cost of bid document along with the technical bid in a separate cover. Bid documents without the fee will not be considered.

3.4 Further information can be had from the bank at the address given below from 10.00 to 17.00 hours on all days from Monday to Friday and from 10.00 to 14.00 hours on Saturdays:

Assistant General Manager (TMD)
INDIAN BANK
Head Office
Technology Management Department
66, Rajaji Salai
Chennai 600 001
Phone No:91-44-25260112
Email: asif.sa@indianbank.co.in; issc@indianbank.co.in

3.5 Bids must be delivered to the address given below, on or before 16.00 hours IST on 27.01.2012 and must be accompanied by a Bank Guarantee (Bid Security) of INR 7,50,000/-.

**Assistant General Manager
Indian Bank, Corporate Office,
Expenditure Department
254-260, Avvai Shanmugham Salai,
Royapettah, Chennai 600 014, India
Ph: 28134300**

3.6 Late Bids will not be accepted. The bid consists of two parts viz., Part I – Technical Bid and Part II – Commercial Bid.

3.7 Part I (technical bid) will be opened for evaluation by the Bank at 16.30 Hours on 27.01.2012 in the presence of the bidders. All bidders are requested to be present on this date and time at the above address. After technical evaluation and POC, only the eligible bidders will be communicated of the date, time and venue for opening Part-II (commercial bid). Part II of the Bid will be opened in the presence of eligible Bidders' representatives who choose to attend.

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SECTION 4

DESCRIPTION AND SCOPE OF THE ASSIGNMENT

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4. DESCRIPTION AND SCOPE OF THE ASSIGNMENT

- 4.1 The name of the assignment is 'Supply, installation and maintenance of 14000 Biometric Finger Print Scanners with SDK'.
- 4.2 The description and the Scope of the Assignment are
- **"Supply, installation, commissioning, Configuration and Service Maintenance of 14000 Biometric Finger print scanners with SDK"**
- 4.3 The Bank intends to implement the above towards its objectives to set up security architecture to strengthen the endpoint security and ensure the availability of resources to authorised users without any disruption or degradation.
- 4.4 The Scanner will be deployed at all the branches/offices of Indian Bank located all over India except the pilot implemented branches. The list of Branches/offices will be given at the time of issuing purchase order / after issuance of purchase order.
- 4.5 As per the existing architecture, Biometric finger print device will be attached to every system. Systems in the branches include thin clients and fat clients. Bidder should be able to provide Device/ authentication process compatible to thin clients also.
- 4.6 Bidder should provide an enterprise wide license (unlimited) for the biometric application with unlimited user license and for unlimited instances. Biometric application software should not require any other licenses like Client Access Licenses (CAL) to run the application at branch level.
- 4.7 Presently the Bank has implemented the process in more than 50 branches located in Chennai, Delhi, Mumbai and Kancheepuram Zones on a pilot basis. The application for biometric authentication is integrated with the CBS application. The fingerprint templates will be stored in the CBS Database which will be used for validating the user. The selected bidder should be able to provide inter-operability for verification of fingerprints.
- 4.8 Raw images of fingerprints obtained at the time of enrollment of users should be stored as per regulatory requirements.
- 4.9 Installation of Scanners should be user friendly and should not involve too many steps.
- 4.10 The bidder will be required to provide Proof of Concept for the integration of algorithm with the CBS application and working of algorithm in Windows/ AIX environments and load testing and performance of Biometric fingerprint scanner and algorithm within 7 days of intimation from the Bank. It will be part of Technical evaluation.
- 4.11 The bidder should provide one onsite support personnel at our Head Office during Bank Office hours excluding Bank holidays during the warranty period of five years.
- 4.12 All communications in this project must be in English only.

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SECTION 5.

QUALIFICATION CRITERIA FOR BIDDERS

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5. QUALIFICATION CRITERIA FOR BIDDERS

5.1 The bidder should be

A registered corporate in India registered under the Companies Act, 1956 and should be registered under CST and/or have the sales tax registration in the State where the company has registered office. The bidder should submit the valid sales tax/VAT registration certificate and Service Tax Registration Certificate

Or

A company/statutory body owned by Central/State Government (The bidder should submit its profile in the format as given in Section 9.3).

5.2 The bidder should have been in existence in India for minimum of five years as on 31.3.2011.

5.3 The bidder should be profit making organization for the last three years. Attested/audited copies of Balance Sheets for the previous three financial years to be submitted by the bidder.

5.4 The bidder / Original Equipment Manufacturer (OEM) should have experience in project involving supply of minimum of **1000 nos.** of Biometric finger print scanners and installation, configuration and maintenance of the same for access control to application. The details of such experience may be provided along with the name of the Organization, Year and Cost of the project, Contact person and Contact numbers. Copies of documents in support of these projects should be submitted. The details of these projects including site addresses, names and telephone numbers of persons to be contacted for reference purpose should be submitted as per the format given in Section 9.4.

5.5 Bidder must provide service support in the locations in India where the devices are already installed on pilot basis/ proposed to be installed.

5.6 The bidder should be Original manufacturer of product or the premium partner of the equipment manufacturer / software provider. The bidder, on successful bid, must be in a position to provide support/maintenance/upgradation during the period of contract with the Bank. In case of authorized partner, a letter of authorization to this effect from Original Supplier must be furnished as per the format given in Section 9.2.

5.7. The bidder shall submit a letter of undertaking that they have not at any time been blacklisted by the Central/ any of the State Governments in India or any Financial Institution in India.

5.8 PROCESS CAPABILITY/ADHERENCE

The Bidder should follow ISO/IEC 19794-4 standards prescribed for manufacture of biometric devices and RBI guidelines for data storage and transmission.

- The Bidder should have adequate personnel with qualifications from reputed institutions/ having adequate experience & expertise in the relevant field.

The bidder should have experience in building applications to interface with standard APIs. **The eligibility will be seen based on the above criteria and the bank has the right to reject responses not meeting the qualification criteria.**

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SECTION 6

INSTRUCTIONS TO BIDDERS

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6. INSTRUCTIONS TO BIDDERS

6.1 Pre-bid Meeting:

- a. A pre-bid meeting is scheduled to be held at the following address at 12.00 Noon hours IST on **02.01.2012**.

**Indian Bank,
Head Office
66 Rajaji Salai
Chennai, PIN 600 001.**

- b. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- c. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting
- d. The bidder is requested to submit any queries/clarifications to the Bank at least two days before the date of meeting.**
- e. The text of the questions raised / received (without identifying the source of enquiry) and the responses given, together with amendment to the bid document, if any, will be ported in our web site.

6.2 AMENDMENT OF BIDDING DOCUMENTS

At any time prior to the deadline for submission of bids, the Bank, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Documents by amendment and the same will be binding on them.

6.3 DOCUMENTS CONSTITUTING THE BID

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

6.3.2. **TECHNICAL BID – Part I** - Separate sealed cover for with superscriptions as " **Technical Bid** for supply, installation and maintenance of 14000 Biometric finger print scanners with sdk" along with Bank Guarantee for Earnest Money Deposit and DD/BPO towards Bid Document Charges .

6.3.3. **COMMERCIAL BID – Part II** - Separate sealed cover with superscriptions as " **Commercial Bid** for supply, installation and maintenance of 14000 Biometric finger print scanners with sdk".

6.3.4. **These envelopes containing the Part-I and Part-II bids should be placed in another envelope along with the DD/BPO towards the Cost of the Bid Document with the superscription "BID FOR SUPPLY, INSTALLATION AND MAINTENANCE OF 14000 BIOMETRIC FINGER PRINT SCANNERS WITH SDK – NOT TO BE OPENED BEFORE 27.01.2012 - 16.30 Hrs**

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- 6.3.5. Bid security (Earnest Money Deposit) by way of Bank Guarantee and Bid Document fee are to be submitted along with Part - I
- 6.3.6. In addition to the Hard copy of the documents, a soft copy of the technical bid is also to be submitted. In case of any inconsistency between the soft and hard copies, the details in the hard copy only will prevail.

Any bid document not conforming to any one of the above terms will be liable for rejection.

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6.4. TECHNICAL BID

- i) Validity period of the bid – 180 days from the last date for submission of the bid
- ii) The bidders are expected to examine all terms and instructions included in the Documents. Failure to provide all requested information will be at bidders own risk and may result in the rejection of the proposal.
- iii) The bidder should quote only one brand and model for the equipment called for in the Bid and shall not quote for more than one brand/ model for the same type of equipment. Doing so may lead to disqualification of bid.
- iv) BID FORM, PRICE SCHEDULES AND OTHER FORMATS are given in Section 9
- v) The bidder should submit all the specifications with their compliance level as applicable and remarks and other requirements given in the Bid Document and Scope of Work.
- vi) Provide complete solution document. This document must include following details:
 - a. **Architecture of the solution:** This must contain details of implementation methodology of the project viz., Deployment of Biometric scanners with proposed time frame for the project.
 - b. Product details
 - c. Documentation of the products (software/firmware) to be deployed in the Solution along with Data Sheets, Details of Part Number and Fact Files pertaining to the appliances being quoted.
 - e. Details of OEM, a copy of authorization/undertaking letter from them for support and maintenance.
 - g. Any other details bidder wishes to provide.

In absence of any of above documents the bid will be liable for rejection.

The technical proposal must not include any details of commercial bid.

6.5. COMMERCIAL BID

- i) The price should be quoted in the format attached to this bid (Format under section-9.8).
- ii) The commercial bid should list all the costs associated with the Assignment.
- iii) The price should be firm and not dependent on any variable factors.
- iv) All taxes and duties payable should be included in the cost.
- v) Cost must be expressed in Indian Rupees.
- vi) TDS as per rules, if applicable, will be deducted from the amount quoted.
- vii) If there is any deviation to the format, then the commercial bid is liable to be rejected.

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6.6. AWARD OF CONTRACT

6.6.1. Within 15 days from the date of receipt of award notification, the bidder should sign the contract as per the format furnished herewith (Section 9.6).

6.7. BID SECURITY (EARNEST MONEY DEPOSIT)

- The Bidder should furnish, as part of its bid, a bid security in the form of a bank guarantee issued by a scheduled commercial bank located in India, in the form provided in the Bidding Documents (Section 9.7) for a sum of Rs.7,50,000/- and valid for forty five (45) days beyond the validity of the bid(i.e. 225 days from the last date of submission of bid).
- Unsuccessful Bidders' bid security will be discharged or returned within 30 days after the expiry of validity of the bid.
- 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 :
 - a. a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form or
 - b. in the case of a successful Bidder, if the Bidder fails to sign the Contract within the specified time of 15 days, or to furnish performance security.

6.8 PERIOD OF VALIDITY OF BIDS

Bids should remain valid for the period of 180 days after the last date for submission of bid prescribed by the Bank. A bid valid for a shorter period shall be rejected by the Bank as non-responsive.

6.9. FORMAT AND SIGNING OF BID

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

6.10 SEALING AND MARKING OF BIDS

The Bidder shall keep the DD/BPO for Cost of Bid Document, technical bid and Commercial Bid in separate envelopes duly marking the envelopes as follows:

6.10.1. TECHNICAL BID – Part I - Separate sealed cover for "Supply, installation and maintenance of 14000 Biometric Finger Print Scanners with SDK"

6.10.2 COMMERCIAL BID – Part II - Separate sealed cover with superscriptions as "Commercial Bid for Supply, installation and maintenance of 14000 Biometric Finger Print Scanners with SDK".

6.10.3 These envelopes containing the Part-I and Part-II bids should be placed in another envelope with the superscription "BID FOR SUPPLY, INSTALLATION AND MAINTENANCE OF 14000 BIOMETRIC FINGERPRINT SCANNERS WITH SDK– NOT TO BE OPENED BEFORE 27.01.2012 16.30 hours"

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The sealed outer envelope along with the cost of the bid document shall be addressed to the Bank at the address given below:

**Assistant General Manager
Indian Bank, Corporate Office,
Expenditure Dept
254-260, Avvai Shanmugham Salai,
Royapettah, Chennai 600 014, India**

6.11. LAST DATE FOR SUBMISSION OF BIDS

Last Date for bid submission is: 16.00 Hours on 27.01.2012

- 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.

6.12. 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 16.30 hours on 27.01.2012. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder.
- The Bank will open Part II (Commerical Bid) of the bids which are found eligible on evaluation of Technical Bid and Demonstration of Proof of Concept mentioned in the evaluation methodology, in the presence of Bidders' representatives who choose to attend, at the time, on the date, and at the place that will be communicated to them. The Bidders' representatives who are present shall sign a register evidencing their attendance. The Bidders' names and bid prices, will be announced at the bid opening.

6.13. CLARIFICATION OF BIDS

During evaluation of the bids, the Bank may, at its discretion, seek clarification from the Bidder with regard to the 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.

6.14. EVALUATION METHODOLOGY

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.

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2. The Bank at its discretion may accept minor criteria in the bid, which does not affect the relative ranking of any Bidder.
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 the terms and conditions of the qualification criteria and the Bidding Documents without material deviations.
4. If a bid is not substantially responsive, it will not be considered by the Bank and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
5. The Bank will evaluate the bids, which have been determined to be technically responsive and acceptable.
6. The Bank expects all the requirements and specifications given in Section 8 to be complied. Non-compliance in any one of them may lead to disqualification.
7. The bidder should provide Proof of Concept (POC) for compatibility to the CBS application and device performance within 15 days of information. Selection of the bidder will be subject to outcome of POC.
8. Bids will be short-listed based on the qualification criteria and other criteria specified in the technical bid and on the outcome of POC as above. The commercial bids of the short-listed bidders only will be opened.
9. The comparison shall be between the prices quoted inclusive of all taxes and duties for the goods/services offered and the bidder who has quoted the lowest will be awarded the contract.
10. Any effort by the bidder to influence the purchaser in the process of evaluation of bids and in decisions concerning award of the contract will result in the rejection of their bid.
11. Any bid which does not qualify in any of the points mentioned in the qualification criteria or any of the criteria mentioned in the Technical Bid will be technically rejected and all those which qualify on all the criteria will be considered for further evaluation.
12. Evaluation criteria, evaluation of the responses to the RFP and subsequent selection of the successful bidder will be entirely at Indian Bank's discretion. Its decision shall be final and no correspondence about the decision shall be entertained.

6.15 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 assigning any reason therefor and without thereby incurring any liability to the affected Bidder or Bidders.

6.16. SIGNING OF CONTRACT

- At the same time as the Bank notifies the successful Bidder that its bid has been accepted, the Bank will send the Bidder the Contract Form provided in the Bidding Documents, incorporating all agreements between the parties. A separate Non disclosure Agreements and outsourcing Agreements will also be entered into between the Bank and the Bidder.

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- Within 10 (ten) days of receipt of the Purchase Order, the successful Bidder shall sign the Contract and return it to the Bank.

6.17. PERFORMANCE SECURITY

- Within 15 (fifteen) days of receipt of the Purchase Order, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the Bidding Documents for a value of 10% of the order for a period of 62 months.
- Failure of the successful Bidder 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.

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SECTION 7

CONDITIONS OF CONTRACT

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7. CONDITIONS OF CONTRACT

7.1. DEFINITIONS

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

- a. **"Applicable Law"** means the laws and any other instruments having the force of law in India.
- b. **"Bank"** means INDIAN BANK.
- c. **"Contract"** means the agreement entered into between the Bank and the successful bidder, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- d. **"Contract Price"** means the price payable to the successful bidder under the Contract for the full and proper performance of its contractual obligations;
- e. **"Goods"** means all of the deliverables or other materials which the bidder should deliver as per this contract;
- f. **"Party"** means the Bank or the bidder, as the case may be and Parties means both of them.
- g. **"Personnel"** means persons who are the employees of the successful bidder and assigned to the performance of the Services or any part thereof.
- h. **"Project Site"**, where applicable, means the places that were mentioned in the Scope of Work.
- i. **"Services"** means those services ancillary to the deliverables of the bidder covered under the Contract

7.2. LAW GOVERNING THE CONTRACT

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

7.3 APPLICABLE LAW

The Contract shall be interpreted in accordance with the laws of India and any other guidelines having the force of law in India.

7.4. 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.

7.5. ADDRESS FOR CONTACT

The address of the Bank is:

Assistant General Manager (TMD)
INDIAN BANK,
Technology Management Department
66, Rajaji Salai
Chennai 600 001

The address of the bidder is:

..... (To be filled by the bidder)
.....
.....

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7.6. STANDARDS

The products and systems supplied under this Contract shall conform to the standards mentioned in the Technical Specifications

7.7 CONTRACT AMENDMENT

No variation in or modification of the terms of the Contract shall be made except by written amendment to the Contract signed by the parties.

7.8. SETTLEMENT OF DISPUTES

- 7.8.1. If any dispute or difference of any kind whatsoever shall arise between the bank and the Successful bidder in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or difference by mutual consultation.
- 7.8.2. 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 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.
- 7.8.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract.

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

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

- (a) In case of dispute or difference arising between the Bank and the Successful bidder 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; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, India which appointment shall be final and binding on the parties.
- (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

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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.

7.8.4. Notwithstanding any reference to arbitration herein,

- a) the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and
- b) the bank shall pay the Successful bidder any monies due to him as per the Contract Terms.

7.9. 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 authorized 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. A notice shall be effective when delivered or on the notice's effective date.

7.10. IMPLEMENTATION SERVICES

The Supplier shall provide all Services specified hereunder and in the Technical and functional specifications in accordance with the highest standards of professional competence and integrity. If the purchaser finds that any of the staff of the supplier assigned to work at the purchaser site is not responsive then the supplier will be notified, the supplier should resolve the issue to the satisfaction of the purchaser

7.11. USE OF CONTRACT DOCUMENTS AND INFORMATION

- 7.11.1 The Successful bidder 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 in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 7.11.2 The Successful bidder 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.

7.12 INDEMNIFICATION

- 7.12.1. The Supplier shall, at its own expense, defend and indemnify the Purchaser against all third-party claims of infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights arising from use of the Products or any part thereof in the Purchaser's country.
- 7.12.2. The Supplier shall expeditiously extinguish any such claims and shall have full rights to defend itself therefrom. If the Purchaser is required to pay compensation to a third party resulting from such infringement, the Supplier shall be fully responsible therefor, including all expenses and court and legal fees.
- 7.12.3. As a condition precedent to the foregoing, the Purchaser will give notice to the Supplier of any such proceedings or claim without delay, shall provide reasonable assistance to the Supplier in disposing of the claim.

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7.12.4. The Supplier shall have sole control on the conduct of such proceedings or claim and any negotiations for the settlement of any such proceedings or claim and the Purchaser shall provide the Supplier with the assistance, information, and authority reasonably necessary to perform the above and the Purchaser shall at no time admit to any liability for or express any intent to settle the claim.

7.13. SOFTWARE LICENSE AGREEMENTS

7.13.1. All the intellectual property rights and ownership of all tools, processes, software, utilities, and methodology including any Supplier proprietary products or components thereof used in the provision of Services and/or development of Products and all new ideas, inventions, innovations, or developments conceived, developed or made by Supplier or its consultants/employees thereto while providing the Services hereunder shall remain the sole and absolute property of Supplier, with full ownership rights therein ('Supplier Property'). Supplier shall grant in favor of Purchaser a non-exclusive, non-transferable, royalty-free, user license valid within the territory of India to use the Supplier Property to the extent they form part of the Products and will be required for the proper functioning of the Products. However, Purchaser shall have no rights or authority whatsoever to sell, lease, assign, license, sub-license or in any other way convey or alienate (whether for commercial consideration or not) the Supplier Property in favor of any other person at any time. Purchaser also shall not reverse compile, reverse engineer or otherwise attempt to arrive at the source code of the Supplier Property.

7.13.2. Purchaser acknowledges that Supplier provides consulting, implementation, maintenance and development services to its other clients/purchasers and agrees that nothing in this Agreement shall be deemed or construed to prevent Supplier from conducting such business. Specifically Purchaser agrees that notwithstanding anything contrary herein Supplier shall have the right to (a) develop, use and distribute works that perform functions the same as or similar to the Products ; and (b) provide services same or similar to the Services either for itself or for its other clients and it will not infringe the proprietary rights of Purchaser in the Products subject to Supplier maintaining confidentiality of Purchaser proprietary and confidential information.

7.14. PERFORMANCE SECURITY

7.14.1. Within 15 (fifteen) days of signing of contract, the Successful bidder shall furnish to the Bank the performance security equivalent to 10% of the contract amount in the form of a Bank Guarantee for a period of 62 months in the format enclosed.

7.14.2. The proceeds of the performance security shall be payable to the Bank as compensation for any loss resulting from the Successful bidder's failure to complete its obligations under the Contract.

7.14.3. The performance security will be discharged by the Bank and returned to the Successful bidder not later than thirty (30) days following the date of completion of the Successful bidder's performance obligations under the Contract, including any obligations under warranty.

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7.15. PAYMENT TERMS

The payment terms will be as follows.

A. Procurement of biometric finger print scanners for enrolling & verification of fingerprints.

- 80% on Delivery of the equipment
- 20% on successful installation and acceptance by the Branch/office where the scanners are installed

Eighty (80) % of the contract price of the goods shall be paid on receipt of Goods at the destination and upon submission of the Invoice, proof of delivery along with payment request and

The remaining Twenty (20) % of the Contract Price of Goods received shall be paid upon submission of claim supported by the Acceptance/Installation Certificate issued by the respective branch/office

Payment shall be made directly into the Bidder's bank account. The Bidder has to give his bank account details along with the commercial bid.

The Bidder's request(s) for payment shall be made to the Bank in writing in lots of 100 Branches, accompanied by an invoice describing, as appropriate, the Goods delivered and services performed and by documents submitted, and upon fulfilment of other obligations stipulated in the Contract.

7.16. PRICES

Prices payable to the Supplier as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract.

7.17. TAXES AND DUTIES

- 7.17.1. The Supplier shall be entirely responsible for all taxes, duties until delivery of the contracted Products and Services to the Purchaser.

7.18. OBLIGATIONS OF THE SUPPLIER

- 7.18.1. The Supplier will abide by the job safety, insurance, customs and immigration measures prevalent and laws in force in the Purchaser's country, and will indemnify the Purchaser from all demands or responsibilities arising from accidents or loss of life or property, the cause of which is the Supplier's negligence. The Supplier will pay all indemnities arising from such incidents and will not hold the Purchaser responsible or obligated.
- 7.18.2. The Supplier is responsible for, and obligated to conduct all contracted activities with due care and diligence, in accordance with the Contract, and using state-of-the-art methods and economic principles, and exercising all reasonable means to achieve the performance specified in the Contract.

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- 7.18.3. 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 client's business or operations without the prior written consent of the client. A separate non-disclosure agreement shall be executed by the supplier.
- 7.18.4. Reporting obligations - The bidder shall submit to the client the reports and other accounts specified in deliverables within the time limit set forth.

7.19. DELIVERY AND DOCUMENTS

- 7.19.1. Delivery of the Biometric Finger print scanners shall be made by the Supplier within 12 weeks from the date of Purchase Order/ delivery instructions and installation should be completed within 4 weeks from the date of delivery at the respective locations.
- 7.19.2. The Supplier shall mail 2 Copies of Supplier's Invoice showing contract number, products description, quantity, unit price and total amount to the purchaser
- 7.19.3. The purchaser will do a verification/audit of the deliverables mentioned in the RFP to ascertain that the deliverables conform to the specifications and requirements of the purchaser.
- 7.19.4. DOCUMENTS PREPARED BY THE SUCCESSFUL BIDDER FOR THIS PURPOSE TO BE THE PROPERTY OF THE BANK

All 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 client.

7.20. DELAYS IN THE SUPPLIER'S PERFORMANCE

- 7.20.1 Delivery and installation of the Systems and performance of Services shall be made by the Supplier in accordance with the time schedule mutually agreed by the parties and set out in the Contract.
- 7.20.2. If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Systems and/or performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). After receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance in which case the extension shall be ratified by the parties by amendment of the Contract.
- 7.20.3. A delay by the Supplier in the performance of its delivery obligations due to reasons solely and directly attributable to the Supplier alone and that was in no way contributed to by any act or omission of the Purchaser or any event of force majeure shall render the Supplier liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

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7.21. LIQUIDATED DAMAGES

7.21.1. If the Successful bidder fails to perform the Services within the period(s) specified in the bid, the Bank shall, without prejudice to its other remedies under the Contract, deduct penalty from the Contract Price, as liquidated damages, for every such default in service.

7.21.2. If the Successful bidder 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 delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance. However, the total amount of Liquidated Damages deducted will be pegged at **10 %** of the contract amount. Once the liquidated damages reach **10 %** of the contract amount, the bank may consider termination of the contract. However, Bank reserves the right to cancel the order even before LD reaches 10% and invoke the guarantee, if there is undue delay in supply of scanners.

7.21.3. At that point the contract price will stand reduced to the actual amount payable by the Bank. Proportionately the payment payable to the

Successful bidder will also stand reduced. All the deliverables given to the Bank at that instant will continue to be the property of the bank and the bank may use the same for any purpose which it may deem fit.

7.22. TERMINATION FOR DEFAULT

7.22.1. The Bank, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Successful bidder, may terminate this Contract in whole or in part :

- a. if the Successful bidder fails to deliver any or all of the deliverables within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or
- b. if the Successful bidder fails to perform any other obligation(s) under the Contract.
- c. If the Successful bidder, in the judgement of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d. When the value of the liquidated damages exceed 5% of the contract amount as in clause 7.21.1

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.

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7.22.2 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 shall be liable to the Bank for any excess costs for such similar Goods or Services. However, the Successful bidder shall continue performance of the Contract to the extent not terminated.

7.23. TERMINATION FOR DEFAULT BY THE PURCHASER

7.23.1. The Purchaser, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstance by giving a 30 days notice of termination and its reasons therefor to the Supplier.

- a) If the Supplier commits any breach of the terms of the Contract and the said breach has not been cured even after 30 days of the Purchaser sending a notice to the Supplier requesting it to cure the said breach.

7.23.2. If the contract is terminated by the Purchaser in terms of this Clause, the Supplier shall be entitled to be paid the Contract Price attributable to the portion of the System executed as at the date of termination and the payment that would become due on completion of the stage encompassing the termination

7.24. TERMINATION FOR INSOLVENCY

If the supplier becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the supplier is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the supplier takes or suffers any other analogous action in consequence of debt; then the Purchaser may at any time terminate the contract by giving written notice to the Supplier. If the contract is terminated by the Purchaser in terms of this Clause, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser. In case the termination occurs before implementation in all the locations in terms of this clause, the purchaser is entitled to make his claim to the extent of the amount already paid by the purchaser to the supplier.

7.25. TERMINATION FOR CONVENIENCE

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

7.26. FORCE MAJEURE

7.26.1. The Successful bidder shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

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7.26.2. For purposes of this clause, "Force Majeure" means an event beyond the control of the Successful bidder 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.

7.26.3. If a Force Majeure situation arises, the Successful bidder shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Successful bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and

shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

7.27. COMPREHENSIVE WARRANTY / AMC

7.27.1. The supplier undertakes that

- a) the deliverables supplied is complete in all respects as per the specifications responded in the bid.
- b) the deliverables are verified for its correctness and in case of any error(s) the same will be rectified immediately or replaced.
- c) they accept responsibility for the successful integration and interoperability of all proposed products/deliverables as required by the Bidding Documents.
- d) all the deliverables offered, whether belonging to the bidder or any third party operate effectively and the Bidder is willing to accept responsibility for its successful operation.

7.27.2. The Supplier warrants, for the duration of the Warranty Period of 60 months commencing from the date of implementation at all sites, that all the deliverables supplied under this Contract shall have no critical defect arising from design or from any act or omission of the Supplier.

7.27.3. The Purchaser shall promptly notify the Supplier of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, with all reasonable speed rectify the mistake without costs to the Purchaser.

7.27.4. If the Supplier, having been notified, fails to remedy the defect(s) falling within the warranty obligations, the Purchaser may proceed to take such reasonable remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

7.27.5. The Supplier warrants that there is no intention of discontinuing development / upgradation of the Products to be supplied under the Contract without written notification to the Purchaser. However, the products supplied will be continued to be supported as per the terms of contract.

7.27.6. During the Warranty Period, the Supplier will provide and arrange for installation at no additional cost to the Purchaser all Product and documentation updates and new software version releases, if any.

7.27.7. The Supplier hereby represents and warrants that the deliverables as delivered does not and will not infringe any Intellectual Property Rights held by any third party and that it has all necessary rights, or at its sole expense shall

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have secured in writing all transfers of rights and other consents necessary to make the assignments, licenses and other transfers of Intellectual Property Rights and the warranties set forth in the Contract, and for the Purchaser exclusively to own or exercise all Intellectual Property Rights as provided in the Contract.

7.27.8. Without prejudice to the warranties given for individual Products or Services, the Supplier hereby warrants to the Purchaser that,

a) The Systems' specifications, capabilities and performance characteristics are as stated in the Supplier's Bid and Product documentation.

b) The Supplier will offer all possible assistance to the Purchaser to seek warranty services or remedial action from subcontracted third party producers or licensors of Products included in the Systems. The Supplier will make all reasonable and necessary efforts to correct defects in the Systems that constitute significant deviations from the Technical Specifications and/or Supplier performance claims.

7.27.9 After the initial comprehensive warranty period of 5 years, AMC for the subsequent years shall be at a rate to be mutually agreed to between the Bank and the vendor. However, Bank reserves to itself the right to get the equipment maintained by any third party without assigning any reason thereof.

7.28. INFORMATION SYSTEM SERVICE AND SUPPORT

7.29.1. The Supplier is obliged to provide for maintenance and support services within 2 days, in respect of urban centres and 5 days for other places as per the terms of this contract, during the warranty period of the System.

7.30. CHANGE ORDERS

7.30.1. The Purchaser may at any time, by a written order given to the Supplier make changes within the general scope of the Contract in any one or more of the following:

- a) drawings, designs, or specifications, for Systems or for Services that are to be integrated, developed or customized specifically for the Purchaser;
- b) place of delivery
- c) the schedule for Installation or Acceptance
- d) the Services to be provided by the Supplier; and / or

7.32. EMPLOYEES

During the contract period and for a period and six (6) months thereafter, both the purchaser and the supplier shall refrain from canvassing each other's employees engaged in the performance of the Contract with a view to offering employment

7.33. TRAINING REQUIREMENTS

The bidder should provide hand holding training to the staff at zonal offices in each zone for enrollment, installation of device and troubleshooting. Training for installation of scanners to be provided to minimum of two persons in each branch.

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7.34 **Insurance:** The goods supplied under the Contract shall be fully insured against loss or damage incidental to transportation, storage and erection. The transit insurance shall be for an amount equal to 110 percent of the invoice value of the Goods from “Warehouse to final destination” on “All Risks” basis including War Risks and Strikes. The supplier should also insure the goods in Indian Territory for the invoice value under Storage cum Erection policy till three months from the date of delivery. Any damage happen to the system due to non availability of storage cum erection policy, the supplier has to bear the losses

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SECTION 8

DETAILED REQUIREMENTS AND SPECIFICATIONS

Ref: HO:TMD:PG:326:2011-12 dated 22.12.2011

8. REQUIREMENTS AND SPECIFICATIONS(Part – I)

Biometric Scanners

Make :
Model :

Specification for Hardware\Algorithm	Complied	Not Available
<p><u>The environment:</u></p> <p>Indian Bank is having a centralized environment and using Core Banking solution B@ncs24. The architecture is built on AIX and Windows servers with end user clients running on Windows- XP.</p> <p><u>Hardware\Algorithm</u></p> <p>The biometric application for capturing/ verification of fingerprints should be centralized. The biometric finger print scanner is to be attached to each end user system.</p> <p>We give below the hardware specifications for the scanner and the algorithm on which the scanner is built.</p>		
1. Manufactured in India and the service also should be done in India		
2. Fingerprint template should comply with ISO 19794(2) for minutiae data and 19794(4) for image resolution.		
3. Finger Print Resolution-500 dpi ; minimum number of minutiae required for enrollment is 16 and for verification 12 ; Raw Template size 150-300 Bytes; Image size 250x300(ppi).		
4. Should Require Live Swipe for Enrollment and verification. Should use some inputs of Biometric characteristics other than just the image of the finger being captured.		
5. No Latent Finger Print should be left on the sensor using a self cleaning mechanism.		
6. Impression type: Live-scan plain / Live-Scan Contactless may be considered for verification.		
7. Should not depend on any light source		
8. Sensor should have high resistance to shock, abrasion and water		
9. False rejection not greater than 0.3 to 1%		
10. False Acceptance not greater than 0.001%		
11. Fingerprint Processing time 0.2-0.4 seconds		

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Specification for Hardware\Algorithm	Complied	Not Available												
12. Algorithm should include image quality determination and Feature Generalization														
13. Code should be compatible for Windows XP/ Windows 2000 (server) and above/ 32 bit or 64 bit/ IBM AIX Ver 6.0 64 Bit / Internet Explorer Version 6.0 and above/ RHEL														
14. Encryption of fingerprint template using unique foreign key should be available														
15. Image acquisition and storage shall be according to RBI guidelines which are given below:														
16. Raw fingerprint image should be available in addition to the template.														
<p>♦ The minimum requirements for image acquisition & verification should be the Setting Level 31 as defined in the ISO/IEC 19794-4, (RBI guidelines) which is reproduced below:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Setting level</th> <th style="text-align: center;">Scan resolution pixels/centimeter (ppcm)</th> <th style="text-align: center;">Scan resolution pixels/inch (ppi)</th> <th style="text-align: center;">Pixel depth (bits)</th> <th style="text-align: center;">Dynamic range (gray levels)</th> <th style="text-align: center;">Certification</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">31</td> <td style="text-align: center;">197</td> <td style="text-align: center;">500</td> <td style="text-align: center;">8</td> <td style="text-align: center;">200</td> <td style="text-align: center;">EFTS/F</td> </tr> </tbody> </table> <p>♦ Grayscale finger image data may be stored, recorded, or transmitted in uncompressed – bit packed form.</p> <p>♦ The resolution of the image data formatted and recorded for interchange should be the scan resolution of the image.</p> <p>♦ Each record shall pertain to a single subject and shall contain an image record (consisting of single view) for each of one or more fingers, multiple fingers (single image records).</p> <p>♦ The values for the capture device Id may be coded in the General Record Header.</p> <p>♦ Live-scan plain Finger Impression type should be used.</p> <p>♦ Except the scanner driver, there should not be any requirement for loading any software/ licence while plugging the scanner.</p> <p>♦ The scanner driver should be API enabled to ensure compatibility with any application.</p> <p>Presently the Bank has implemented the process in more than 50 branches on a pilot basis. The selected bidder should be able to provide inter-operability for verification of fingerprints.</p> <p>The bidder may be required to provide Proof of Concept for the integration of algorithm with the CBS application and working of algorithm in Windows/ AIX environments and load testing and performance of Biometric fingerprint scanner and algorithm within 15 days of information from the Bank.</p>	Setting level	Scan resolution pixels/centimeter (ppcm)	Scan resolution pixels/inch (ppi)	Pixel depth (bits)	Dynamic range (gray levels)	Certification	31	197	500	8	200	EFTS/F		
Setting level	Scan resolution pixels/centimeter (ppcm)	Scan resolution pixels/inch (ppi)	Pixel depth (bits)	Dynamic range (gray levels)	Certification									
31	197	500	8	200	EFTS/F									

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SECTION 9

BID FORM, PRICE SCHEDULES AND OTHER FORMATS

Ref: HO:TMD:PG:326:2011-12 dated 22.12.2011

9. BID FORM, PRICE SCHEDULES AND OTHER FORMATS

9.1. TECHNICAL BID

Date:

To
Assistant General Manager
INDIAN BANK
Corporate Office
Expenditure Dept
254-260 Avvai Shanmugam Salai
Chennai – 600 014.

Sub: Supply, installation and maintenance of 14000 Biometric finger print scanners with sdk”

Ref: Tender No. HO:TMD:PG:326:2011-12 dated 22.12.2011.

Having examined the Bidding Documents including Addenda Nos.(insert numbers),the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **SUPPLY, INSTALLATION AND MAINTENANCE OF 14000 BIOMETRIC FINGER PRINT SCANNERS WITH SDK’** and submit our technical Bid as follows:

The specifications for the following areas as per your scope of work are duly filled in by us along with our comments wherever required and they are enclosed along with this.

PROCUREMENT OF SCANNERS FOR ENROLLING AND VERIFYING FINGER PRINTS WITH SDK

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 offer a warranty period of five years from the date of installation of the equipment and other solutions as specified in Scope of work under your bid document.

We agree for insuring the systems during transit and covering of storage cum erection risk for a period of three months from the date of delivery at the destination.

We enclose the technical brochures for the models quoted.

We submit that we should abide by your Standard terms and conditions governing the quotations and Warranty 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.

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

Until a formal contract is prepared and executed, this bid, together with 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

(In the Capacity of)

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

Note:

The Technical Bid shall include the following:

1. Detailed Project Plan corresponding to the deliverables as required by INDIAN BANK for the project.
2. The Project Plan should indicate the milestones and time frame of completion of the activities of the Project.
3. The solution provider is required to give details of the Project Management Methodology and standards followed
4. The Quantum of resources to be deployed for the Project
5. Resources and support required from the Bank to be defined clearly
6. The solution should cover all the requirements specified in the General Requirements of the solution and the details to be provided wherever required.
7. The data available within the system/networks should not be exported outside the network and should not be stored in any systems other than the one assigned for such storage.
8. The solution provider should give an undertaking on the above points.

Ref: HO:TMD:PG:326:2011-12 dated 22.12.2011

9.2 MANUFACTURER'S AUTHORIZATION FORM

No. _____

dated

To

Dear Sir:

BID REF. No. HO:TMD:PG:326:2011-12 dated 22.12.2011.

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

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

We would provide support/upgrade during contract period, in case the bidder is not able to provide the same.

We confirm that the hardware mentioned in Technical bid by bidder to support their solution meets the requirements of the tender.

- a) In case bidder is not able to provide support/upgrade during contract period, Original supplier/manufacturer should provide the same.
- b) The hardware mentioned in Technical bid by bidder to support their solution meets the requirements of the tender.

Yours faithfully,

(Name)

(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The Bidder should include it in their bid.

Ref: HO:TMD:PG:326:2011-12 dated 22.12.2011

9.3. BIDDER PROFILE

General	
Company Name	
Name of the CEO	
Name of the Principal Banker and address	
Holding Company or Parent Company (if any)	
Company's address Head Office: Chennai Office, If any:	
Head Office Phone, fax, E-Mail Chennai Office Phone, fax, E-Mail	
Details of Service support Centres in Chennai, Hyderabad and other Metros/cities/towns	
Please provide details of ownership: private/public; Holding company, If any. Top 3 shareholders	
Number of years of experience in	Supply, Installation, Configuration of biometric scanners Deployment of Biometric solutions
Name of the Contact person/s	

Ref: HO:TMD:PG:326:2011-12 dated 22.12.2011

Phone / Mobile/ FAX number/s			
<i>Financial Background (in Crores)</i>	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-11</u>
Turnover			
Net Profit After TAX			
<i>Total Assets</i>			
<i>Total Liabilities</i>			
Staff			
	In the company		
Total number of employees			
Administrative staff			
Hubsite technical staff			
Field Engineers			
Network product Partnership			
Others			
List of Deliverables as per the Scope of Work/General Requirements of the Solution			
Is Company ISO Certified? If yes, provide information along with true copy of the certificate			

Ref: HO:TMD:PG:326:2011-12 dated 22.12.2011

9.4. CLIENTS' REFERENCE FORMAT

Similar Projects carried out in India in the last three years which best illustrate qualifications.

The following information should be provided in the format below separately for each PROJECT for which the client, legally contracted your Company. (Please attach additional sheets wherever necessary)

Name of the client			
Total Value of the project with order date			
Contact person from the client side for reference purpose on details of this project			
Contact Phone Nos. of the Client			
Name and Nature of the Project	Deployment of Fingerprint scanners		
	Deployment of Biometric solutions	Type of biometric solution deployed	
No. of scanners implemented in the project			
When the project was executed			
Duration of the project			
Any other relevant details on the project like platform of Solution, number of scanners being managed, services being offered, total time to commission of project (module wise), etc.			

Ref: HO:TMD:PG:326:2011-12 dated 22.12.2011

9.5. BID SECURITY FORM

Whereas(*hereinafter called "the Bidder"*) has submitted its bid dated (*date of submission of bid*) for the supply of/providing services for (*name and/or description of the goods/services*) (*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 including forty five (45) days after the period of the bid validity, 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.

Ref: HO:TMD:PG:326:2011-12 dated 22.12.2011

9.6. CONTRACT FORM

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

WHEREAS the Purchaser invited bids for certain Goods and ancillary services
 viz., (*Brief Description of Goods and Services*) and
 has accepted a bid by the Supplier for the supply of those goods and services in
 the sum of (*Contract Price in Words and Figures*)
 (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the Conditions of Contract;
 - (e) the Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
 Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

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

TOTAL VALUE:

DELIVERY SCHEDULE:

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



Ref: HO:TMD:PG:326:2011-12 dated 22.12.2011

Signed, Sealed and Delivered by the
said (For INDIAN Bank)

in the presence of:.....

Signed, Sealed and Delivered by the
said (For the Supplier)

in the presence of:.....



Ref: HO:TMD:PG:326:2011-12 dated 22.12.2011

9.7. PERFORMANCE SECURITY FORM

Bank Guarantee No. _____ Date _____ :

To : INDIAN BANK :

WHEREAS (Name of Bidder) hereinafter called "the Bidder") has undertaken , in pursuance of Contract No..... dated,..... 201... to supply..... (Description of Goods and Services) (hereinafter called "the Contract").

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

AND WHEREAS we have agreed to give the Bidder a Guarantee:

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

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

Signature and Seal of Guarantors

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

Address:.....

.....

NOTE :

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

Ref: HO:TMD:PG:326:2011-12 dated 22.12.2011

9.8. COMMERCIAL BID (Part II – to be kept in separate sealed envelop)

Date:

TO

Assistant General Manager
INDIAN BANK
Corporate Office
Expenditure Dept
254-260 Avvai Shanmugam Salai
Chennai – 600 014

Sub: Supply, installation and maintenance of 14000 Biometric finger print scanners with sdk”

Ref: Tender No. HO:TMD:PG:326:2011-12 dated 22.12.2011.

Having examined the Bidding Documents including Addenda Nos.(insert numbers), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to SUPPLY, INSTALLATION AND MAINTENANCE OF 14000 Biometric fingerprint scanners for your Bank, and we submit our commercial bid as follows:

PRICE SCHEDULE

Supply, installation and maintenance of 14000 Biometric finger print scanners for second factor authentication through fingerprints:

Item Description (a)	Quantity (b)	Price per unit inclusive of all taxes, delivery, Insurance, installation and warranty for 5 years etc (c) Rs.	Total Cost for delivery at destination (inclusive all taxes, delivery, Insurance, installation and warranty for 5 years etc) (d = b * c) Rs.
Biometric Finger print scanners with SDK Make: Model:	14000		

Bidder to provide the latest version of equipment/ hardware only

Ref: HO:TMD:PG:326:2011-12 dated 22.12.2011

Note:

- * Price to include all taxes, duties, levies, delivery, insurance, installation charges, TA, 5 years warranty etc but exclusive of Octroi and Entry Tax if any.,
- * TDS deductible as per rules prevailing on the date of payment if applicable
- * The Octroi and Entry Tax paid will be reimbursed on production of the original receipt.
- * The cost should be based on complete solution i.e. Hardware, Software, Installation, Configuration, Customization and Maintenance as quoted by bidder.
- * In case of discrepancy between unit price & total cost, the unit price shall prevail.
- * In case of discrepancy between words & figures, the amount in words shall prevail.
- * If the supplier does not accept the correctness of errors, such quote will be rejected.

The warranty period is for five years from the date of commissioning of the equipment.

Dated this day of 201.....

.....
Signature
(In the Capacity of)

..... Duly authorised to sign bid for and on
behalf of

(give below the Name & Address of Bidder)

Ref: HO:TMD:PG:326:2011-12 dated 22.12.2011

11. ANNEXURES

1. Documents to be submitted by the bidder - To be attached along with the Technical Bid (Part- I)

S.No.	Particulars of the Documents	References in the Bid
1.	Demand Draft/Banker's Pay Order payable at Chennai for Rs.2,500/ favouring "INDIAN BANK" towards Bid Document Price	Pages 3,8
2.	Bid Security/Earnest Money Deposit in the form of Bank Guarantee for Rs. 7.5 lakhs (Rupees seven lakhs & fifty thousand only)	Pages 3,8,15,17
3.	Valid Sales Tax/VAT Registration Certificate and Service Tax Registration Certificate	Page 12
4.	Copies of attested audited Balance Sheets for 3 years, 2008-09, 2009-10,2010-11	Pages 12
5.	Details of Projects executed	Page 12
6.	Letter of undertaking that the bidder has not at any time been blacklisted by the Central/ any of the State Governments in India or any Financial Institution in India.	Page 12
7.	Soft copy of the documents	Page 15
8.	Complete solution document – should contain the following details	
	a Architecture of the solution: This must contain details of implementation methodology of the project viz., Deployment of Biometric scanners & biometric Solution with proposed time frame for each stage of the project along with details of manpower deployment.	
	b Product details	
	e Documentation of the products (software/firmware) to be deployed in the Solution along with Data Sheets, Details of Part Number and Fact Files pertaining to the appliances being quoted.	
	f Details of OEM	
	g Any other detail	
9	Bid form, Price schedules and Other Formats	
1	Technical Bid (should contain all the documents called for therein)	Page 37
2	Manufacturer's Authorization form/Letter of Authorization/ letter of authority from the original equipment manufacturer. It should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer	Page 39

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	3	Bidder Profile	Page 40 – Section 9.3
	4	Clients' reference format	Page 42– Section 9.4
	5	Bid Security Format	Page 43 – Section9.5
	6	Contract Form	Page 44 – Section9.6
	7	Performance Guarantee Form	Page 46 – Section9.7

2. To be submitted in separate sealed envelope

	1	Commercial Bid(Part – II)	Page 47 – Section 9.8