INDIAN OVERSEAS BANK

REQUEST FOR PROPOSAL

FOR SUPPLY, INSTALLATION AND MAINTENANCE OF SELF SERVING PASSBOOK PRINTING KIOSKS ACROSS VARIOUS BRANCHES OF THE BANK

RFP Reference Number: RFP/ITD/002/18-19 Dated 03.07.2018

Information Technology Department Central Office

Indian Overseas Bank

763, Anna Salai Annexure Building

Chennai 600002
INTRODUCTION

Indian Overseas Bank (hereinafter referred to as ‘the Bank’) invites Request For Proposal (hereinafter referred to as ‘RFP’) from reputed vendors for Supply, Installation, Commissioning, Customization Testing, implementation, Integration and maintaining/maintenance of Self Serving Pass Book Printing Kiosks along with the Barcode Printer and Intermediate Servers at Bank’s Data Centre & DR (hereinafter together referred to as “Kiosks”) at various branches of bank across the country as per the requirements, terms and conditions laid down in this RFP.

DISCLAIMER

The information contained in this Request for Proposal (“RFP”) document or information provided subsequently to bidders or applicants whether verbally or in documentary form by or on behalf of Indian Overseas Bank (or Bank), is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided. This RFP document is not an agreement and is not an offer or invitation by the Bank to any parties other than the applicants who are qualified to submit the bids (hereinafter individually and collectively referred to as “Bidder” or “Bidders” respectively). The purpose of this RFP is to provide the Bidders with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder requires. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP. The Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. The information contained in the RFP document is selective and is subject to updating, expansion, revision and amendment. It does not purport to contain all the information that a Bidder require. Bank in its absolute discretion, but without being under any obligation to do so, can update, amend or supplement the information in this RFP. Such change will be published on the Website (www.iobtenders.auctiontiger.net) and it will become part of RFP. Indian Overseas Bank reserves the right to reject any or all the proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of the Bank shall be final, conclusive and binding on all the parties.

Detailed Scope of Work provided in Annexure I of the RFP.

Bank reserves the right to cancel the entire bid at any point of time, or disqualify any particular bidder, if it finds that fair play is not maintained by the bidder.

Project specific terms and conditions, General terms and conditions and Annexures relating to this RFP are furnished hereunder.
THIS RFP CONSIST OF THREE PARTS. PART I - DETAILS PROJECT SPECIFIC TERMS AND CONDITIONS, PART II DETAILS GEERAL TERMS AND CONDITIONS AND PART III DETAILS SUBMISSION OF VARIOUS DOCUMENTS AS PER FORMATS PROVIDED AS ANNEXES.

1. PROJECT SPECIFIC TERMS & CONDITIONS

1.1 SCHEDULE OF BIDDING PROCESS:

<table>
<thead>
<tr>
<th>S.No</th>
<th>Description of Information / Requirement</th>
<th>Information / Requirement</th>
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<tbody>
<tr>
<td>1</td>
<td>Tender Reference Number</td>
<td>RFP/ITD/002/18-19</td>
</tr>
<tr>
<td>2</td>
<td>Date of Issue of RFP</td>
<td>03.07.2018</td>
</tr>
<tr>
<td>3</td>
<td>Last date for receipt of queries, if any.</td>
<td>10.07.2018 (Via email at <a href="mailto:midhwd@iobnet.co.in">midhwd@iobnet.co.in</a>)</td>
</tr>
<tr>
<td>3.a</td>
<td>Date of Pre-Bid Meeting</td>
<td>12.07.2018 at 1500 hours at Bank’s Central Office, ITD Auditorium.</td>
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<tr>
<td>4</td>
<td>Bid Submission Mode.</td>
<td><a href="https://iobtenders.auctiontiger.net/EPROC/">https://iobtenders.auctiontiger.net/EPROC/</a> Through e-tendering portal (Class II or Class III Digital Certificate with both Signing &amp; Encryption is required for tender participation)</td>
</tr>
<tr>
<td>5</td>
<td>Last Date and Time for submission of bids along with supporting documents through the above e-tendering portal.</td>
<td>24.07.2018 on or before 1700 hours. (End time for submission will be as per e-tendering service provider server time).</td>
</tr>
<tr>
<td>6</td>
<td>Last date, time and place for submission of Original Demand Draft for Cost of document and BG in lieu of EMD &amp; Integrity Pact on Rs. 100 stamp paper.</td>
<td>25.07.2018 on or before 1530 hours at the Bank’s Information Technology Department, Chennai. (Should be submitted to the contact officials in person).</td>
</tr>
<tr>
<td>7</td>
<td>Date, time and venue for opening the Technical bid &amp; Indicative Commercial Bids through e-tendering portal.</td>
<td>25.07.2018 at 1600 hours at the Bank’s Information Technology Department, Chennai.</td>
</tr>
</tbody>
</table>
| 8    | Name of contact officials for DD submission as stated in serial no.6. | N Sekar - Chief Manager  
|      |                                           | Phone: 044- 28519458  
|      |                                           | Vishesh Singh-Asst. Manager-IT  
|      |                                           | Phone: 044-28519471 |
| 9    | Address for Communication / Submission of Bids | The Assistant General Manager,  
|      |                                           | Indian Overseas Bank,  
|      |                                           | Information Technology Dept,  
|      |                                           | Central Office, 763, Anna Salai,  
|      |                                           | Chennai – 600002. |
| 10   | Contact officials for any technical clarification. | Mr. Sumit Kumar Sahu – Manager  
|      |                                           | Tel: 044-28889388  
|      |                                           | Email: atmuptime@iob.in  
|      |                                           | Mr. Arun Kumar – Asst. Manager –  
|      |                                           | Tel: 044-28889374/9176 |
1.2. COST OF BID DOCUMENT & EARNEST MONEY DEPOSITS (EMD):

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Amount in Rs.</th>
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<tbody>
<tr>
<td>1.</td>
<td>Cost of Bid document (Refer clause 2.3 of the RFP)</td>
<td>10,000/-</td>
</tr>
<tr>
<td>2.</td>
<td>EMD (Refer clause 2.3 of the RFP)</td>
<td>35,00,000/-</td>
</tr>
</tbody>
</table>

Bidders who are registered with National Small Industries Corporation (NSIC) or under MSME Act are exempted for the submission of Cost of Bid document and EMD. Documentary Proof of Registration Certificate to be submitted along with the documents submitted as per clause 1.1.7 of this RFP.

1.3. QUALIFICATION CRITERIA (QC):

The documentary evidence of the Bidder’s qualifications to perform the contract, if its offer is accepted, shall establish to the Bank’s satisfaction that:

a. CRITERIA FOR OEM: All OEM’s participating directly or through partners shall be required to comply with the following terms and conditions:

1. OEM should be in core business, at least for a period of last five years as on date of issuance of RFP. Documentary proof to be submitted.

2. OEM should be an ISO 9001 certified company. Latest Valid ISO Certificates should be submitted. (Documentary proof should be attached).

3. A minimum 350 nos. of Kiosks from the OEM should be functional in any of the Scheduled Commercial Banks in India on the date of the RFP. (Documentary proof should be attached).

b. CRITERIA FOR BIDDER: OEM who qualifies all the above criteria can participate in the tender either directly or indirectly through authorized partner who qualifies below mentioned criteria:

1. The bidder is registered as a company in India as per Companies Act, 1956/2013 and should have been in operation for a period of at least 3 years in a related field as on date of RFP. The
Certificate of Incorporation issued by the Registrar of Companies to be submitted along with technical bid. (Documentary proof should be attached).

2. The bidder/ or its parent company (bidder should be 100% owned subsidiary of the parent company) has registered an average turnover of Rs. 25 Crore (Rupees Twenty-Five Crore) (Financial year shall mean an accounting period of 12 months. Figures for an accounting period exceeding 12 months will not be acceptable) for the last 3 financial years, (not inclusive of the turnover of associate companies) as per the audited accounts. Annual reports of 2015-16, 2016-17 and 2017-18 should be attached. Bidders who are yet to publish their audited document for the year 2017-18, must submit the provisional/CA certified results for the FY 2017-18. (Documentary proof should be attached.)

3. The bidder or its parent company (bidder should be 100% owned subsidiary of the parent company) has registered net profit (after tax) for at least one financial year (Financial year shall mean an accounting period of 12 months. Figures for an accounting period exceeding 12 months will not be acceptable) in the immediate preceding 3 financial years as per audited accounts. Annual reports of 2015-16, 2016-17 and 2017-18 should be attached. Bidders who are yet to publish their audited document for the year 2017-18, must submit the provisional/CA certified results for the FY 2017-18. (Documentary proof should be attached.)

4. The Bidder should be Original Equipment Manufacturer of the Kiosks or the premium partner of OEM. The Bidder must be in position to provide support / maintenance / upgradation during the period of contract with the Bank and must be having back-to-back support from OEM. Bidder, be it OEM or premium partner, to submit a letter of authorization / Manufacturer Authorization Form (MAF) as per format provided in Annexure IV of this RFP. Either OEM of KIOSKS or only one of its premium partner / authorized reseller in India shall participate in this RFP.

5. The bidder should have supplied and installed at least 1 order consisting of minimum of 200 Nos. each of Kiosks in a single order in any Scheduled Commercial Bank in the last 3 years from the date of issuance of RFP. Documents submitted in this regard should necessarily capture the details as mentioned in Annexure V. Bidders who are currently providing “Kiosks” to Indian Overseas Bank should submit a letter of satisfactory performance duly signed by authorized official of IOB in the technical bid in addition to the Documents from one SCB as stated previously in this clause.

6. The bidder should have experience of integrating Bar Code based Kiosks with Finacle CBS (7.x or above)/any other CBS of repute in at least 1 SCB (except Indian Overseas bank) in India in the last 3 years. Documentary proof to be submitted.

7. The bidder must have presence with support centers in our regional office locations (within 100 km) across the country. These locations should be staffed with support personnel with experience in service support of Kiosks / peripherals / equipment proposed to be procured under this bid. Bidder to submit the service center details as per format provided in Annexure VI of the RFP along with the technical bid. (Documentary proof should be attached).
8. The bidder should submit a letter of undertaking stating to agree to abide by all the terms and conditions stipulated by the Bank in the RFP including all annexes, addendum and corrigendum for the supply and installation of KIOSKS at Banks Central Office, Regional offices, and other offices located across the Country based on the requirements, specifications, terms and conditions laid down in this Request for Proposal (RFP). Bidder to submit the letter as per format provided in Annexure VII of the RFP along with the technical bid.

9. The bidder should not have been blacklisted in any Central Government / PSU / Banking / Insurance company in India as on date of issuance of the RFP for a similar project. Bidder to submit the Self Declaration certificate as per format provided in Annexure VIII of the RFP along with the technical bid.

10. The bidder should not be Banned/Barred by any Bank / PSU / Government Dept. for supply of passbook Kiosks for any reason viz. delay in supply of Pass Book Printing Kiosk along with Bar Code Printer, delay in providing in-time after-sales support at the site, or frequent breakdown of supplied items, etc. within 1 year of the date of issuance of RFP. Bidder to submit an undertaking for the same.

1.4. REQUIREMENT & SCHEDULES:

1. REQUIREMENT OF KIOSKS: Bank has a total requirement of 1000 units of KIOSKS which are to be delivered and installed as per the terms and conditions laid out in Annexure I, I(A) and I (B) of this RFP at various offices of the bank all over India. The number stated above are indicative in nature and subject to change on the discretion of the Bank. Bank may issue a Letter of Intent or Purchase Order for this procurement. In the event a Letter of Intent is issued, Bank’s regional offices shall place purchase orders for the required number of kiosks at each region.

2. USER ACCEPTANCE TEST: Successful Bidder shall complete User Acceptance Test within 2 weeks of acceptance of Letter of Intent/Purchase Order whichever is earlier and obtain UAT signoff signed by authorized official of the Bank. If the above schedule is not maintained, bank reserves the right to cancel the order, rescind the Letter of Intent/Purchase Order awarded to the Successful Bidder and forfeit the Bank Guarantee submitted in lieu of EMD/Delivery.

3. PRE DISPATCH INSPECTION: The Successful Bidder should arrange for Pre-Dispatch Inspection of the Kiosks once the UAT signoff is received, to enable the Bank or its agents/ auditors entrusted with the job of verification of the Kiosks, to inspect and certify the Kiosks. Pre-dispatch inspection of Kiosks will be done at factory or other locations within India / Abroad by a team of officers (maximum 3) from the Bank. Successful Bidder shall provide full quantity of Passbook Kiosks as mentioned in Letter of Intent/Purchase order for Pre Dispatch Inspection. Bank at its discretion may allow Inspection of the ordered quantity in lots. These lots shall be a minimum of 25% of the LOI/PO quantity. The Successful Bidder shall assist the inspecting officials in the verification of the Kiosks. In case any defect is found in the Kiosks, or if any discrepancy is found during such inspection, Bank shall not certify the Kiosks for dispatch. In such case, the successful bidder shall be liable for replacement of such defective parts and
intimate the Bank for re-inspection of the Kiosks. All costs related to pre-dispatch inspection, loading of software related to pre-dispatch, if any will be to the successful bidder’s account. Successful bidder should provide prior intimation of at least 7 days period for such Pre-dispatch inspection. Pre Dispatch Inspection shall be completed within the delivery schedules detailed in this RFP. No extension in delivery schedules in lieu of delay of PDI shall be accorded to the successful bidder.

4. **DELIVERY SCHEDULE:** The Kiosks (except Intermediate Servers) should be delivered to the various locations within 4 (four) weeks from the date of UAT Signoff. Locations covering areas such as Assam, Tripura, Meghalaya, Manipur, Nagaland, Arunachal Pradesh, Mizoram, Sikkim, Andaman and Nicobar Islands, the total delivery period of the kiosk with all accessories at the specified location will be 6 (Six) weeks from the date of UAT Signoff (Proof of document should be submitted along with the invoice). The address of location for delivery will be advised along with the Purchase Order. Procurement of Road permits/E-Way bills shall be the responsibility of the Successful Bidder. Bank shall provide assistance for the same.

5. Intermediate Servers should be delivered at Bank’s DC and DR within 2 weeks of acceptance of Letter of Intent. Failing which a penalty of half percent (0.5%) of order value, (item wise & location wise) for each week or part thereof of the delay subject to a maximum penalty not exceeding five percent (5 %) of the order value (item wise & location wise) will be levied from the expiry of due date.

6. If, at any time during performance of the Contract, the Bidder should encounter conditions impeding timely delivery of the Kiosks and performance of Services, the Bidder 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 Bidder’s notice, the Bank shall evaluate the situation and may at its discretion extend the Bidder’s time for performance against suitable extension of the performance guarantee for delivery.

7. Delivery for the above purpose is deemed to be complete only when all the items specified in the Purchase Orders/Letter of Intent are completely delivered and date of delivery is the date on which the last item is delivered. If this delivery schedule is not maintained, a penalty of half percent (0.5%) of order value, (location wise & item wise) for each week or part thereof of the delay subject to a maximum penalty not exceeding five percent (5 %) of the order value (location wise & item wise) will be levied from the expiry of due date i.e. from 4 weeks (of UAT signoff)/6 weeks (locations covering areas such as Assam, Tripura, Meghalaya, Manipur, Nagaland, Arunachal Pradesh, Mizoram, Sikkim Andaman and Nicobar Islands) or date extended as per clause 1.4.5above. Penalty will be charged on order value for the items for which delivery is delayed.

8. The Kiosks should be installed and commissioned within 15 days of due date of delivery or actual date of delivery whichever is later, of each individual Kiosk. If this installation schedule is not maintained, a penalty of half percent (0.5%) of order value, (location wise/ item wise) for each week or part thereof of the delay subject to a maximum penalty not exceeding five percent (5 %) of the order value (location wise) will be levied from the expiry of due date.
RFP Ref No. RFP/ITD/002/18-19 dated 03.07.2018 - SELF SERVICE PASS BOOK PRINTING KIOSKS

9. Failure of the successful bidder to comply with the above UAT, Inspection delivery and implementation schedule, as stipulated in clause 1.4 shall constitute sufficient grounds for the annulment of the award of contract and invocation of bank guarantee (delivery). In such an event the Bank will call for fresh bids and blacklist the bidder for period of one year.

1.5 COMPREHENSIVE ON SITE WARRANTY:

The Successful Bidder shall warrant that the KIOSKS as stipulated in the RFP supplied is new, unused, of the most recent or current models and they incorporate all recent improvements in design and materials. The bidder shall warrant that all Kiosks along with integrated /associated software supplied shall have no defect, arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Kiosks. Warranty includes free spare parts, kits etc. and excluding the consumable items. During warranty period, all the parts of the product (Kiosks) except printing cartridges and barcode stickers shall be considered non-consumables and vendor shall have to maintain all such parts at no extra cost whenever required. Earthing and electrical short circuit issues shall be addressed by the successful bidder only and no extra costs for the same shall accrue to the bank for the same.

The KIOSKS (except intermediate servers) should have an on-site comprehensive warranty support with OEM BACK TO BACK SUPPORT for a period of 1 year. The start date of the comprehensive warranty shall be consolidated for each Regional Center (RCC) where the Kiosks have been delivered. The start date for comprehensive onsite warranty for each region shall be the date on which the last KIOSK earmarked for that region is delivered.

Successful Bidder shall submit the details of the warranty for each region separately to the Bank’s RCC’s with a copy to the Bank’s Central Office.

The word ‘warranty’ in this document refers to ‘comprehensive onsite warranty’ and the same shall cover all the terms and conditions as mentioned in Annexure I – SCOPE OF WORK.

In case the delay in installation is due to the vendor then the warranty starts from the date of installation (Which shall be consolidated similar to consolidation for delivery above).

The intermediate servers shall have an onsite comprehensive warranty support for a period of 3 years from the date of installation or 37 months from the date of delivery whichever is earlier.

1.6 ANNUAL MAINTENANCE CHARGES (AMC):

1. Annual Maintenance Charges for the Kiosks (except intermediate servers) shall be for a period of 5 (five) years after initial onsite comprehensive warranty support for a period of one (1) year and shall be renewable on yearly basis. AMC for Intermediate Servers shall be for a period of 4 (four) years after initial comprehensive onsite warranty of 3 years. AMC value should be a minimum of 10% of the Cost of the Kiosks, i.e. AMC for passbook Kiosks should be a minimum of 10% of the Kiosks value, AMC for barcode Printer a minimum of 10% of the Barcode printer value and AMC for Intermediate Servers should be 10% of the cost of the Intermediate servers.
2. During the period under warranty & AMC, any customization (that does not require addition of physical components) that are warranted to ensure smooth Operationalization of the KIOSKS should be carried out by the Successful Bidder within the timeline set by the Bank with no additional cost to the Bank.

3. The bidders shall quote AMC Charges in commercial bid (Annexure III). AMC charges will be taken for the purpose of reckoning the L1 bidder.

4. Bank reserves its right to decide whether or not to enter into AMC with the successful bidder, for the post warranty period.

1.7 BANK GUARANTEE:

1. Within 15 (Twenty One) days of the date of acceptance of the Letter of Intent, the Successful Bidder shall furnish an irrevocable bank guarantee (for delivery and implementation) for a period of 1 year with a claim period of 12 months from the date of expiry of guarantee for an amount equivalent to 20% of the Total Order Value (Cost of Kiosks (1000 nos.) + Cost of Barcode Printer (1000 nos.) + Cost of Intermediate Servers (2 nos.) + Cost of Onsite Support (for First year)) excluding AMC Cost arrived through the reverse auction in the format as per Annexure IX.

2. In case the delivery period is extended based on the conditions stipulated vide clause 1.4 of this RFP, successful bidder shall ensure that the guarantee expiry date is also extended correspondingly.

3. Failure of the successful bidder to comply with the requirement as stipulated above shall constitute sufficient grounds for the annulment of the award of contract and forfeiture of the earnest money deposit. In such an event the Bank will call for fresh bids and blacklist the bidder for a period of one year.

4. Bank guarantee (for delivery and implementation) as stipulated vide point 1 above shall be released by the Bank on successful completion of delivery of all the requisite entire Kiosks ordered, duly supported by documentary proof of delivery of ‘KIOSKS’ to various locations as stipulated in Purchase Order and on submission of the Bank Guarantee for performance as stipulated vide clause 1.8.5 of the RFP.

5. Similarly, one month prior to the expiry of Bank guarantee for delivery, SB shall submit Bank Guarantee for Performance. The Bank Guarantees for Performance shall be submitted in 2 parts. 1st Bank guarantee for Performance shall be valid for a period of 36 months with a claim period of 12 months for an amount equal to 10% of the Total Order Value (Cost of Kiosks (1000 nos.) + Cost of Barcode Printer (1000 nos.) + Cost of Intermediate Servers (2 nos.) + Cost of Onsite Support (for First year)) excluding AMC Cost arrived through the reverse auction and should be submitted one month prior to the expiry of bank guarantee for delivery. 2nd Bank Guarantee for Performance shall be valid for a period of 24 months with a claim period of 12 months for an amount equal to 10% of the Total Order Value (Cost of Kiosks (1000 nos.) + Cost of Barcode
Printer (1000 nos.) + Cost of Intermediate Servers (2 nos.) + Cost of Onsite Support (for First year) excluding AMC Cost arrived through the reverse auction and should be submitted one month prior to the expiry of the 1st bank guarantee for performance.

6. The above mentioned bank guarantees shall be issued by any scheduled commercial bank other than Indian Overseas Bank. Successful Bidder should inform the Guarantee Issuing Bank to forward the original guarantees directly to the Bank.

7. Bank reserve its right to invoke the Bank Guarantee (for delivery/performance) on the following grounds and as per terms and conditions stipulated in the Bank Guarantee:

   I. Delay / non-delivery of Kiosks beyond stipulated delivery schedule as per clause 1.4 of the RFP.

   II. Non-submission of guarantee (for performance) as stipulated vide clause 1.8.5 of the RFP.

   III. Default in performance of services as defined in Scope and Responsibility for Fault Free Performance in this RFP.

1.8. PROCUREMENT OF ADDITIONAL KIOSKS:

1. Bank reserves its right to procure additional Kiosks over and above the quantity mentioned in this RFP from the awardee of the contract for supply to its various Offices located across the Country as per the additional terms and conditions stipulated below.

2. The total value of such additional KIOSKS procurement shall not exceed 25% of the value of the contract amount and Quantity.

3. The Bank may exercise this option for a period of 1 (one) year from the date of UAT Signoff at the price determined through this tender. Bank shall issue separate purchase orders/Letter of Intent in this regard based on the requirement arrived at, by the bank. The Purchase Order issued for additional Kiosks shall be within a period of 1 year from the date of UAT signoff but the delivery & implementation period of such Kiosks may be after 1-year period also.

4. The rates will be valid for a period of 1 (ONE) YEAR from the date of UAT Signoff, if not revised earlier.

5. The technical specification of such additional Kiosks items should conform to the technical specifications provided in this RFP or higher configuration.

6. Bank will have periodic review of technology. In case any of the models becomes obsolete, then Bank will consider the alternate model in consultation with the OEM / Bidder. The Vendor will also provide the latest model available, if there is upward revision in the model offered, at no extra cost to Bank.
7. The successful bidder has to pass on the benefit of discount / reduction in prices/ Govt. duties, if any, to the Bank voluntarily during the contracted period of one year.

8. Bank, however, reserves its right to purchase the Kiosks from any other vendor also during the said period.

9. Bank Guarantee (for Delivery, Implementation& performance) for additional Kiosks will also be as per clause 1.7 of this RFP.

### 1.9 PAYMENT TERMS:

The Bank will make on-line payment to the vendor only electronically through respective Regional offices as per following terms:

1. **100%** of the cost of the Kiosks as per Table I of Annexure III shall be released after successful installation of the Kiosks as per Bank’s requirement and submission of satisfactory performance certificate signed by Branch Manager. Payment shall be released by respective Regional Offices / RCC ’s on submission of proof of document such as installation cum warranty certificate along with Kiosks installation report within 15 days of submission of these documents. Penalty if any shall be deducted from the amount payable as per clause 1.4.6 of this RFP. Payment shall be released on submission Performance Bank Guarantee to the Information Technology Department.

2. However, if for any reason, the installation and commissioning is delayed due to Bank and the delay is more than 15 days then the **80%** of cost of the Kiosks (location wise) shall be paid on submission of Site Not Ready (SNR) certificate duly signed by bank officials from the respective branch / Regional Office / central office / other office locations. **20%** of the Cost of Kiosks shall be paid on installation or within 30 days of date of SNR certificate whichever is earlier on submission of Bank Guarantee for SNR for an amount of **20%** of the cost of Kiosks (Location Wise).

3. AMC charges for the Kiosks for the period starting from Second (2\textsuperscript{nd}) year to fifth (5\textsuperscript{th}) year shall be paid half-yearly in advance after deducting applicable penalty (applicable downtime penalty for the warranty period etc.), submission of performance Bank Guarantee, submission of OEM back lining proof, and uptime report by respective RCC’s & preventive maintenance report. AMC charges for the intermediate server for the period starting from Fourth (4\textsuperscript{th}) to Seventh (7\textsuperscript{th}) year shall be made half yearly in advance on submission of uptime report and other applicable documents.

4. Payment for onsite resident support engineer (Scope as defined in Annexure I) will be released by Central Office quarterly in arrears from the date of successful implementation or provision of actual onsite support whichever is later, on submission of user department confirmation letter after deducting applicable penalty.
1.10 PRICES AND TAXES:

1. Indicative prices should be quoted item-wise as per Commercial Bid in Annexure ‘III’.

2. The final price will be quoted through reverse auction as per clause 1.11 of the RFP.

3. The quoted prices shall be exclusive of GST and all taxes and inclusive of all applicable duties.

4. The quoted prices shall be all inclusive of technical service charges, if any, for configuration and installation at the location as specified by the Bank in the Letter of Intent, Purchase Order, charges for media, charges for packing, freight and forwarding, transit insurance and local transportation charges, Hamali charges and charges such as cost towards boarding, traveling, lodging etc.

5. The quoted price should be for the solution as per technical specification as provided in Annexure I (A), (B) & (C).

6. Applicable taxes like TDS & NEFT, if any will be deducted from the amount payable.

7. Prices quoted by the Bidder shall remain fixed during the Bidder’s performance of the contract and will not be subject to variation on any account.

8. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

9. Price should not be indicated at any place in the Technical Bid. If the price is indicated in the technical bid, the entire bid will be summarily rejected.

10. The prices shall be quoted in Indian Rupees. Any reference made to variation in pricing due to appreciation / depreciation of Indian rupees against any other currency is not acceptable.

11. Bids (both technical as well as commercial bid) shall be valid for a period of 180 days from the last date for submission of bids. Bids submitted with a short validity period will be treated as non-responsive and will be rejected.

12. Bids shall be submitted strictly as per the format given in the bid and any addition / deletion / change in the format will be summarily rejected.

13. Bids without signature of authorized signatory of the bidder will be summarily rejected.

Bank reserve its right to accept / reject any bid, which is not in line with these conditions.
1.11 EVALUATION OF BIDS AND AWARDING THE CONTRACT:

Price should not be indicated at any place in the Technical Bid. If the price is indicated in the technical bid, the entire bid will be summarily rejected.

Bids submitted by the bidders shall be evaluated as per the criteria set out below and as per stages detailed in clause 2.2 of this RFP.

a) Evaluation of Bids:

1. Compliance of terms and conditions stipulated in Clause 1.3 of closed quote duly supported by certified documentary evidence called for therein.

2. Submission of duly signed Annexure I, I(A), I(B), I(C), IV, V, VI, VII, XIV and XV strictly as per format provided in this RFP.

3. Strict Compliance with the technical specifications as detailed in Annexure I (A), I (B) & I (C).

4. Review of written reply, submitted in response to the clarification sought by the Bank, if any.

5. Site Visits: Bank may at its discretion, may visit sites where the proposed model of the passbook kiosks is already installed. Bidder shall bear all costs and take necessary approvals from site guardians for such visits.

6. Submission of Indicative Commercial bids as per format given in Annexure III. shall be opened for all participating bidders.

b) Determination of Successful Bidders through Reverse Auction and Awarding of Contract:

Bank will determine the L1 bidder through Reverse Auction that shall be conducted in the Bank’s e-Tendering website. Business rules and dates of the reverse auction shall be intimated to the technically qualified bidders in due course.

1. The L1 bidder will be determined based on the lowest TOTAL PRICE QUOTED for (Total cost of Ownership (TCO) under SL.NO. 4 (Table IV) of ANNEXURE III). L1 Bidder has to submit the breakup of the price and quantities as per Annexure III within 24 hours of the completion of Reverse Auction.

2. Bidders are advised to quote highly competitive price. Bank reserves its right to reject the L1 bid if it finds the same as not reasonable.
3. If for any reason L1 bidder does not accept the Letter of Intent/ purchase order within the schedule as mentioned in clause 2.17, Bank may at its own discretion, blacklist the revoke the EMD/Delivery Bank Guarantee and offer such order as per the provisions of clause 1.13.

1.12 PREFERENCE TO DOMESTIC MANUFACTURERS

Department of Industrial Policy & Planning vide their circular ref: P-45021/2/2017-B.E.-II dated 15.06.2017 has notified guidelines to be followed for providing preference to Domestic Manufacturers under “Make in India” initiative. The guidelines are read in conjugation with Rule 153 (iii) of the General Financial Rules & Rule 1.10.5 of the Manual of Public Procurement both issued by Department of Expenditure, Ministry of finance. Pursuant to the above, Bank shall provide preference to the domestic manufacturers for this purchase as per the following criteria:

1. Domestic manufacturers claiming such preference are required to indicate the domestic value addition in terms of BoM for the quoted product, in terms of aforesaid guidelines, and submit an undertaking IN 100 Rs. Stamp Paper as per format detailed in Annexure II (C) of this RFP.

2. Percentage of domestic value addition which qualifies the Kiosks to be classified as domestically manufactured shall be 50% for the year 2017.

3. Only those domestic manufacturers whose bids are within the L1+ 20% range would be considered under this clause. Such preference shall be for 30% of the ordered quantity as detailed in clause 1.13 of this RFP.

4. This purchase preference shall be subject to Domestic Manufacturer bid meeting technical specifications and matching L1 price (Grand Total as mentioned in Serial No 6, Table No 6 of Annexure III).

5. Details regarding splitting of order are mentioned in clause 1.13 of this RFP.

1.13 SPLITTING OF ORDER:

1. Bank shall split the order for the proposed 1000 nos. of Kiosks between two bidders. Different scenarios for splitting of the order are detailed hereunder:

   I. Scenario 1: Domestic Manufacturer (as defined in clause 1.12) is L1 bidder.
      - In this case, 70% of the Order Value i.e. 700 nos. of Kiosks shall be placed to the L1 bidder.
      - Balance 30% of the Order Value shall be placed to the L2 Bidder (Domestic or otherwise) subject to the L2 Bidder matching the L1 bidder’s price.

   II. Scenario 2: L1 bidder is not a Domestic Manufacturer
      - In this case, 70% of the Order Value i.e. 700 nos. of Kiosks shall be placed to the L1 bidder.
2. Bank shall not entertain any queries with regards to award of order as per the above clause and its decision shall be binding on the participating bidders.

3. Bank reserves the right to redistribute the order value in full or in part among the participating technically qualified bidders if any of the below conditions are met:
   
   I. Any of the bidders refuse to accept the Letter of Intent/Purchase Orders issued to them
   II. Orders issued & accepted are not processed i.e. there is an inordinate delay in delivery/implementation (terms mentioned in clause 1.4 of the RFP).
   III. Bidders fail to provide Bank Guarantees In lieu of Delivery as stipulated in clause 1.7 of this RFP.
   IV. Any other valid reason as per the discretion of the Bank.
   V. Redistribution as per the above clauses shall be subject to the concerned bidder matching the L1 Price only.

4. Bank also reserves the right to invoke Bank Guarantees submitted in lieu of EMD/Delivery/Implementation if any of the conditions detailed in Clause 1.13.3 (I, II & III) are met.

5. L1 bidder shall submit the price breakup within 24 hours of Reverse Auction via email. The hardcopy of the price breakup as per Annexure III should reach Bank before 3 days of the reverse auction.

6. Bank Guarantee (for Delivery & performance) for both L1 & L2 orders will also be as per clause 1.7 this RFP.

7. Scope and Responsibility of the L2 bidder shall be as defined for L1 bidder in Annexure I and other parts of this RFP.

8. This purchase is through Reverse Auction as detailed in clause 1.12 of this RFP. In the event that only two bidders emerge as technically qualified, to preserve the sanctity of the reverse auction process, Bank reserves the right to make the terms stated in this clause null and void. In such a case, Bank shall intimate fresh criteria with respect to the splitting of order to the technically qualified bidders.
PART II
GENERAL TERMS & CONDITIONS:

2.1 SUBMISSION OF BIDS:

SUBMISSION OF BIDS THROUGH E-TENDERING PORTAL:

Bidders satisfying the Project Specific terms and conditions and General terms and conditions specified in this RFP and ready to provide the said hardware in conformity with Technical Specification stipulated in Annexure-I, may submit their bid through Bank’s e-tendering service provider website https://iobtenders.auctiontiger.net on or before the timeline stipulated vide clause 1.1 of the RFP. Refer clause 2.33 for E-Tender Service pre requisite for bid submission.

Bids submitted by any other means other than bid submission in e-tendering website will not be accepted by the Bank.

SUBMISSION OF DOCUMENTS:

In addition to uploading the documents in the e-tendering portal, Bidder should also submit the following in a sealed cover to the address notified in the clause 1.1 of the RFP on or before schedule mentioned in clause 1.1 of the RFP.

1) Bank Draft for Rs. 10,000/- (Rupees Ten Thousand Only – non-refundable) towards cost of documents.

2) Bank guarantee in lieu of EMD for Rs.35,00,000/- (Rupees Thirty-Five Lakhs Only).

In case the above documents are not submitted on or before the schedule mentioned in clause 1.1 of the RFP, the bid will be rejected even if the same is uploaded in the Bank’s e-tendering service provider website.

The above documents in a sealed cover should be put in the tender box kept in the Infrastructure Division of Information Technology Department of the Bank’s Central Office, Chennai on or before the date and time mentioned in the Schedule for bidding process given in clause 1.1 of this RFP or they may be handed over to any one of the officers of the Bank’s Information Technology Department, Central Office, Chennai mentioned in clause 1.1 of the RFP.

Bids received in any other mode other than the mode stipulated above, will not be accepted.

2.2 BID OPENING PROCESS:

The Bank will follow a two bid opening process through e-tendering system followed by reverse auction. The stages are:
1. Technical Bid & Indicative Commercial Bid Opening and Evaluation.
2. Reverse Auction.

In the first stage, the technical & indicative commercial bids submitted in Bank’s e-tendering website shall be opened in the presence of available authorised representatives of the bidders who chose to remain at the time, date and venue mentioned in clause 1.1 of this RFP. The evaluation and short listing criteria shall be based on the criteria set out in clause 1.11 (a) of this RFP.

The time, date and place of opening the reverse auction shall be advised to the technically qualified bidders individually either by email, fax or by letter.

In final stage, bidders have to bid in reverse auction. All the bidders have to submit their final price (TCO) in reverse auction. Based on the final TCO price, L1 bidder has to fill the Annexure III and send to the Bank within Next Business Day of completion of Reverse Auction. The selection of L1 bidder shall be based on the criteria set out in clause 1.11(c) of this RFP.

2.3 COST OF BID DOCUMENT AND EARNEST MONEY DEPOSIT / BANK GUARANTEE IN LIEU OF EMD:

The bid should also be accompanied by Earnest Money deposit / Bank Guarantee in lieu of EMD (refundable) of Rs. 35,00,000/- (Rupees Thirty Five Lakh only) and cost of bid document (non-refundable) for Rs. 15,000/- (Rupees Fifteen Thousand Only) only by way of a Demand Draft for the amount in favour of Indian Overseas Bank, payable in Chennai.

If any bidder claims exemption as per clause 1.2 of this RFP, they are required to submit an undertaking stating that Bank shall recover the amount equivalent to the EMD amount from the bidder in case of a default on their part after acceptance of PO if becomes L1 along with the NSIC Certificate.

EMD submitted in the form of Bank Guarantee should be valid for minimum period of 6 months with a claim period of 12 months from the date of expiry of guarantee from the last date for submission of bids. The format for submission of EMD in the form of Bank Guarantee is as per Annexure X of this RFP.

This Earnest Money / Bank Guarantee in lieu of EMD will be returned to the disqualified bidder along with notice of disqualification, to unsuccessful bidders on determination of L1 bidder and to the successful bidder on receipt of the Bank guarantee as per clause 1.9 of this RFP.
RFP Ref No. RFP/ITD/002/18-19 dated 03.07.2018- SELF SERVICE PASS BOOK PRINTING KIOSKS

Bank may at its own discretion forfeit EMD / invoke Bank Guarantee in lieu of EMD in the following events:

1. If a bidder withdraws the bid during its validity period.
2. If a bidder makes any statement or encloses any document which turns out to be false/incorrect at a later date.
3. In case the successful bidder fails to sign the contract or fails to furnish the Bank Guarantee (Performance & Delivery) as required.
4. In the case L1 bidder fails to accept the Letter of Intent/Purchase Order issued within the schedule as mentioned in clause 2.17 of this RFP.

2.4 BIDDER’S INQUIRIES ON RFP & BANK’S RESPONSE:

All enquiries from the bidders, related to this RFP must be directed in writing / email and sent to the address mentioned in clause 1.1 of the RFP on or before the timeline stipulated. Any clarifications / query received thereafter shall not be considered and will be ignored. The preferred mode of delivering written questions, to the aforementioned contact person would be through the email followed by letter in writing. In no event, Bank will be responsible in ensuring receipt of inquiries.

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<tr>
<th>Sl. No</th>
<th>Page No.</th>
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<th>Clarification</th>
<th>Banks Response</th>
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Bank makes no commitment on its part to accept all the queries / suggestions / requests submitted by the bidders. Bank on reviewing the inquiries received from the bidders, wherever needed, will carry out necessary amendment to its RFP clauses, if any, and the same will be posted in the Bank’s website and no separate communication will be sent to individual bidders.

2.5 BIDDER’S RESPONSIBILITY VIS-À-VIS THIRD PARTY PRODUCTS / EQUIPMENTS / SOFTWARE:

If the proposal includes equipment or software marketed and / or supported by other companies / individuals, the bidder, as the prime contractor for the delivery, installation and maintenance of the entire system, must declare that they possess the requisite permission / license for the equipment / software. An undertaking to this effect shall be submitted by the bidders along with the technical bid.

SB will extend all technical assistance/support/handholding in the event of contract being switched over to another vendor on expiry of contract or cancellation of contract. In the event of SB not able to provide the said support, Bank shall recover any additional cost incurred for the said services by invoking the Bank Guarantee for performance.
2.6 LIABILITIES OF THE BANK:

This RFP is not an offer of the Bank, but an invitation for Bidder’s responses. No contractual obligations on behalf of the Bank, whatsoever, shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized officers of the Bank and the Bidder. However, until a formal contract is prepared and executed, this offer together, notification of award of contract and Bidder’s written acceptance thereof shall constitute a binding contract with the vendor.

2.7 OWNERSHIP:

The RFP and all supporting documentation / templates are the sole property of the Bank and violation of this will be breach of trust and the Bank would be free to initiate any action deemed appropriate. The proposal and all supporting documentation submitted by the bidders shall become property of the Bank.

2.8 FURNISHING OF INFORMATION:

The Bidder is expected to examine all instructions, forms, terms and specifications in these documents. Failure to furnish all information required by the documents or to submit a bid not substantially responsive to the documents in every respect will be at the Bidder’s risk and may result in the rejection of its bid.

2.9 FORMAT AND SIGNING OF BIDS:

The original Technical and Commercial bids shall be typed and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The person or persons signing the bid shall initial all pages of the offer.

2.10 AUTHENTICATION OF ERASURES / OVERWRITING ETC:

Any inter-lineation, erasures, or overwriting shall be valid only if the person or persons signing the bid initial them.

2.11 AMENDMENTS TO RFP TERMS AND CONDITIONS:

Banks reserves its right to issue any amendments to the terms and conditions, technical specification of the RFP at any time prior to the deadline for opening of the technical bids. Such amendments to RFP shall be webcasted through Bank’s official tendering website.

2.12 CONFIDENTIALITY:

Successful bidder and its employees will strictly undertake not to communicate or allow to be communicated to any person or divulge in any way, any information relating to the ideas, the concepts,
know-how, techniques, data, facts, figures and information whatsoever concerning or relating to the Bank and its affairs to which the said employees have access in the course of the performance of the contract. A non-disclosure agreement as per format provided in Annexure XIII should be executed by the SB.

2.13 CLARIFICATION:

During evaluation of the bids (both technical and commercial), the Bank may, at its discretion, ask the Bidder for any clarification on its bid. The request for clarification and the response shall be in writing / email, and no change in the prices shall be sought, offered, or permitted after submission of the bid.

2.14 ERRORS AND THEIR RECTIFICATION:

Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected based on the corrected figure and the corrected figure will be reckoned for determination of the L1 bidder. If the bidder does not accept the correction of the errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

2.15 BANK’S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS:

Notwithstanding anything contained in any of the clauses, Bank hereby reserves its right to accept or reject any or all the bids and to annul the bidding process at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Bank’s action.

2.16 CONTACTING THE BANK:

Any effort by a Bidder to influence the Bank in its decisions on bid evaluation, bid comparison or contract award will result in the rejection of the Bidder’s bid.

2.17 ACCEPTANCE OF CONTRACT:

Within 3 days (exclusive of holidays) of receipt of the Purchase Order, the company shall sign, affix official stamp and date the duplicate copy / photo copy of the Letter of intent & Purchase Orders and Request for Proposal document along with its amendments and return it to the Bank as a token of having accepted the terms and conditions of the Contract.

2.18 FORMATION OF CONTRACT:

The successful bidder shall enter into an SLA with the Bank. Until an SLA is signed by both the parties, notification of award in the form of a Letter of Intent and acceptance thereof by the successful bidder
RFP Ref No. RFP/ITD/002/18-19 dated 03.07.2018- SELF SERVICE PASS BOOK PRINTING KIOSKS

will constitute the formation of the Contract. The format of the SLA is attached as Annexure XVI. SLA shall be required to be executed within 15 days of the acceptance of the Letter of Intent/Purchase order.

2.19 ASSIGNMENT:

The Successful Bidder/s shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Bank’s prior written consent.

2.20 USE OF CONTRACT DOCUMENTS AND INFORMATION:

The Successful Bidder shall not, without the Bank’s prior written consent, disclose 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 Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

2.21 PACKING:

The Successful Bidder shall provide such packing of the Kiosks as is required to prevent their damage or deterioration during the transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

2.22 INSURANCE:

The Goods supplied under the contract shall be fully insured any loss or damage incidental due to transportation, storage and erection. The transit insurance shall be for an amount equal to 110% of the invoice value of the Goods from “Warehouse to Destination” on All Risk basis including “War Risks & Strikes”. The supplier should also insure the goods for the invoice value under Storage Cum Erection Policy till three months from the date of delivery. Any damage happens to the system due to non-availability of Storage Cum Erection Policy, the supplier has to bear the losses. Bidder has to submit a copy of the insurance policy so that the Bank may get a new insurance cover after stipulated period.

2.23 TERMINATION FOR DEFAULT:

The Bank, without prejudice to any other remedy for breach of Contract, shall give written notice of default to the Bidder with a cure period of 30 days. After 30 days if Bank is not satisfied with the response, may terminate the Contract in whole or in part:

a. if the Bidder fails to deliver any or all of the Kiosks within the period(s) specified in the Purchase Order/Letter of Intent, or within any extension thereof granted by the Bank pursuant to clause 1.4 or
a) if the Bidder fails to perform any other obligations(s) under the Contract.

In the event of the Bank terminating the Contract in whole or in part, the Bank may procure, upon such terms and in such manner, as it deems appropriate, Kiosks and related services, similar to those undelivered, and the Bidder shall be liable to the Bank for any excess costs for such similar Kiosks and related services subject to the maximum cap of 10% of the undelivered portion. However, the Bidder shall continue performance of the Contract to the extent not terminated.

2.24 TERMINATION FOR INSOLVENCY:

The Bank may at any time terminate the Contract by giving written notice with a cure period of 30 days to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. If the bank is not satisfied with the bidder’s reply, bank may terminate the contract. Termination in this case will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

2.25 FORCE MAJEURE:

Notwithstanding the provisions of clauses 2.23 to 2.24 the Bidder shall not be liable for penalty or termination for default if and to the extent that the 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, fires, floods 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.

Similarly, Bank shall also be not liable for any delay or failure in providing required infrastructure or support to the bidder to perform its obligations under the contract where such delay or failure 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, fires, floods and epidemics.

2.26 INCIDENTAL SERVICES:

The Successful Bidder may be required to provide any or all of the following services, including additional service, if any, at their cost:

   a) Performance or supervision of on-site assembly and /or start-up of the supplied Kiosks;
b) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Kiosks;

2.27 COPY RIGHT/LICENCE VIOLATION:

The bidder shall explicitly absolve the Bank of any responsibility/liability for use of system/software delivered along with the equipment; (i.e. the bidder shall absolve the bank in all cases of possible litigation/claims arising out of any copy right/license violation.) for software (s) sourced either from third parties or from themselves.

2.28 PRODUCT WITHDRAWAL

The bidder shall submit Annexure IV - Manufacturer Authorization Form duly signed by the OEM stating availability of spares and technical support for the Kiosks for the period of 5 years from the date of acceptance of Letter of Intent. If, however, during the tenure of warranty and post-warranty AMC period, the OEM withdraws the support for the Solution, the successful bidder should replace the product with an equivalent or better alternative product which is acceptable to the bank, or support the existing hardware with spares for the 5 year period from the date of installation, at no additional cost to the bank and without causing any performance degradation. If the successful bidder fails to provide the product as specified above the bank reserves the right to invoke the performance guarantee.

2.29 COPYRIGHT/LICENCE VIOLATION

The bidder shall explicitly absolve the Bank of any responsibility/liability for use of KIOSKS delivered (i.e. the bidder shall absolve the bank in all cases of possible litigation/claims arising out of any copy right/license violation.) for software (s) sourced either from third parties or from themselves.

2.30 COMPLIANCE TO LABOUR ACT:

As per Government (Central / State) Minimum Wages Act in force, it is imperative that all the employees engaged by the bidder are being paid wages / salaries as stipulated by government in the Act. Towards this, successful bidder shall submit a confirmation as per format provided in Annexure XII of the RFP.

2.31. E-TENDERING AND REVERSERSE AUCTION:

Bank has decided to determine L1 through Reverse Auction in the bank’s E-Tendering website https://iobtenders.auctiontiger.net. Business Rules for Reverse Auction shall be intimated to the technically qualified bidders in due course. Rules for web portal access are as follows:

1. Bidder should be in possession of CLASS II or CLASS III-Digital Certificate in the name of company/bidder with capability of signing and encryption for participating in the e-tender. 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. Bidders at their own responsibility are advised to conduct a mock drill by coordinating with the e-tender service provider before the submission of the technical bids.

3. E-Tendering will be conducted on a specific web portal as detailed in 1.1 (schedule of bidding process) of this RFP meant for this purpose with the help of the Service Provider identified by the Bank as detailed in 1.1 (schedule of bidding process) of this RFP.

4. Bidders will be participating 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.

5. In the event of failure of their internet connectivity (due to any reason whatsoever it may be) the service provider or bank is not responsible.

6. 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 Auction successfully.

7. However, the vendors are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.

8. Failure of power at the premises of bidders during the E-Tendering cannot be the cause for not participating in the E-Tendering.

9. On account of this the time for the E-Tendering cannot be extended and BANK is not responsible for such eventualities.

10. 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.

11. 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.

12. Utmost care has been taken to reduce discrepancy between the information contained in e-tendering portal and this tender document. However, in event of any such discrepancy, the terms and conditions contained in this tender document shall take precedence.

13. 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. However, no s
2.32. RESPONSIBILITY OF FAULT FREE OPERATION

The successful bidder has to guarantee a minimum uptime of 95% on a monthly basis for the total solution during the contract period. (Any planned shutdown will not be considered for calculating system downtime). Uptime shall be calculated as follows:

\[ \text{Uptime} = \frac{(\text{Sum of total minutes in a month} - \text{Sum of downtime minutes during the month}) \times 100}{\text{Sum of total minutes in a month}} \]

Example: If there are 31 days in a month, then total time would be 44,640 minutes. The acceptable downtime would be 2232 minutes for making full payment for the month based on the following calculations:

\[ \frac{44640 - 2232}{44640 \times 100} = 95\% \]

*If the machine is placed in Onsite ATM Room or access to machine for customers round the clock (24 x 7) then 24 hours/day will be taken for calculations, otherwise it will be taken as 8 hours as mentioned above & working days will be considered.

Penalties accruing due to inability of SB to provide requisite uptime shall be calculated as:

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<th>Sno.</th>
<th>Uptime Range</th>
<th>Penalty</th>
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<tbody>
<tr>
<td>1.</td>
<td>97-98%</td>
<td>20% of pro rata AMC for the quarter</td>
</tr>
<tr>
<td>2.</td>
<td>96-97%</td>
<td>30% of pro rata AMC for the quarter</td>
</tr>
<tr>
<td>3.</td>
<td>95-96%</td>
<td>40% of pro rata AMC for the quarter</td>
</tr>
<tr>
<td>4.</td>
<td>Less than 95%</td>
<td>50% of pro rata AMC for the quarter</td>
</tr>
</tbody>
</table>

In addition to this, if down time of a call exceeds 24 hours, the penalty of Rs 100/- (Rupees One Hundred only) per hour (for hours beyond 24 hours) will be charged.

**Bank reserves its right to recover the penalty from any amount payable to the vendor. The Total Penalty Amount per machine will be capped at maximum of 50% of Yearly AMC charges per machine in a financial year.**

Any penalty due during the Warranty period will be adjusted against subsequent AMCs payment.

Successful bidder shall be liable to replace the Machine if maximum downtime (25%) is achieved in 2 consecutive quarters. Failure to provide replacement machine shall constitute enough grounds for blacklisting/debarring of the successful bidder from future IOB tenders for a minimum period of 1 year and invoking of performance bank guarantee submitted by the successful bidder.
Any downtime attributable to Bank’s dependency shall not be considered for downtime calculations subject to Bank accepting the reason for the downtime.

2.33 OTHER TERMS AND CONDITIONS:

The Bank shall have the right to withhold any payment due to the SB, in case of delays or defaults on the part of the SB. Such withholding of payment shall not amount to a default on the part of the Bank.

1. SB shall hold the Bank, its successors, Assignees and administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its technical resources, employees, agents, contractors, subcontractors etc. However, the SB would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

2. SB shall be responsible for managing the activities of its personnel and will be accountable for both. SB shall be vicariously liable for any acts, deeds or things done by their technical resources, employees, agents, contractors, subcontractors etc. that is outside the scope of power vested or instructions issued by the Bank.

3. SB shall be the principal employer of the technical resources, employees, agents, contractors, subcontractors etc. engaged by SB and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the contract to be issued for this tender.

4. The indemnification is only a remedy for the Bank. The successful bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

5. SB shall be held entirely responsible for the security and the protection of their workers at all times inclusive of non-working hours. They shall be deemed to have included for all costs associated therewith, including cost of insurance, medical expenses etc. if any. SB shall inform all his employees, technical resources, employees, agents, contractors, subcontractors etc associated with this “KIOSKS Project” to work in the specified area and they should not move around at other places of premises without any specific reason.

6. SB or its authorized agents or its employees / technical resources shall not store or allow to store in the Bank’s premises any goods, articles or things of a hazardous, inflammable, combustible, corrosive, explosive or toxic nature.

7. SB and its employees, technical resources, agents, contractors, subcontractors or its authorized agents shall provide full co-operation to other agencies working in the premises and shall follow the instruction of site in charge. No extra claims shall be entertained on account of any hindrance in work.
8. SB shall not be entitled to any compensation for any loss suffered by it on account of delays in commencing or executing the work, whatever the cause of delays may be including delays arising out of modifications to the work entrusted to it or in any sub-contract connected therewith or delays in awarding contracts for other trades of the Project or in commencement or completion of such works or for any other reason whatsoever and the Bank shall not be liable for any claim in respect thereof.

9. It is well defined and understood that the labor or any employee or technical resources of the SB will have no right for claim of employment on the Bank.

10. No extra claim shall be entertained on account of all the redo of work on account of SB’s negligence and resulting into make good of the damages or damaged portions during executing the job. All such cost shall be borne by the SB.

11. SB shall indemnify the Bank from all the acts & deeds on account of negligence by his employees, agencies, representatives or any person acting on his behalf.

12. SB shall take all risk Insurance coverage for its employees, technical resources, representatives or any person acting on his behalf during the contract period to cover damages, accidents and death or whatever may be.

13. SB should indemnify the Bank for Intellectual Property Rights (IPR) / copyright violation, confidentiality breach, etc., if any.

14. The Bank ascertains and concludes that everything as mentioned in the tender document or its addendum circulated to the bidders and responded by the bidders have been quoted for by the bidders, and there will be no extra cost associated with the same in case the SB has not quoted for the same.

2.34. RESOLUTION OF DISPUTES

In case of any disagreement or dispute between the Bank and the successful bidder, the dispute will be resolved in a manner as outlined hereunder.

The Bank and the Successful Bidder shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute between them on any matter connected with the contract or in regard to the interpretation of the context thereof. If, after thirty (30) days from the commencement of informal negotiations, the Bank and the Successful Bidder have not been able to resolve amicably a contract dispute, such differences and disputes shall be referred, at the option of either party, to the arbitration of one single arbitrator to be mutually agreed upon and in the event of no consensus, the arbitration shall be done by three arbitrators, one to be nominated by the Bank, one to be nominated by the successful bidder and the third arbitrator shall be nominated by the two arbitrators nominated as above. Such submission to arbitration will be in accordance with the Arbitration and Conciliation Act 1996. Upon every or any such reference the cost of and incidental to the references and award shall be
at the discretion of the arbitrator or arbitrators or Umpire appointed for the purpose, who may determine the amount thereof and shall direct by whom and to whom and in what manner the same shall be borne and paid.

Any dispute or difference whatsoever arising between the parties and of or relating to construction, operation or effect of this contract or the validity or the breach thereof, shall be settled by Arbitration in accordance with the Rules of Arbitration of the “SCOPE” and the award made in pursuance thereof shall be final and binding on the parties. Courts of Chennai city shall alone have jurisdiction to the exclusion of all other courts, in respect of all differences and disputes envisaged above.

2.35 Names and contact details of IEMs for the adoption of Integrity Pact in Public Sector Bank:
As per the directions of Central Vigilance Commission, all public sector banks are required to adopt Integrity Pact in any procurement valued above the threshold value. Bidder shall submit Annexure XIV and XV (Integrity Pact) on a stamp paper duly signed by their authorized signatory along with the technical bid. Indian Overseas Bank have appointed the below two IEM’s for this purpose:

<table>
<thead>
<tr>
<th>Names</th>
<th>Address</th>
<th>Phone/Mobile No</th>
<th>Email ID</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prof S. Sadagopan</td>
<td>Director, IIIT, Bangalore 26/C, Electronics City &lt;br&gt;Hosur Road &lt;br&gt;Bangalore-560100</td>
<td>080-26782560 &lt;br&gt;09900177142</td>
<td><a href="mailto:s.sadagopan@gmail.com">s.sadagopan@gmail.com</a></td>
</tr>
<tr>
<td>Mr. K.Srinivasan</td>
<td>Director General(retired), CPWD C-2, Block 1, Mayfair &lt;br&gt;Apartments &lt;br&gt;2A, LIC Colony Road, &lt;br&gt;Velachery &lt;br&gt;Chennai 600042</td>
<td>044-22430588 &lt;br&gt;9444620305</td>
<td><a href="mailto:ksri00@yahoo.co.in">ksri00@yahoo.co.in</a></td>
</tr>
</tbody>
</table>

2.36 LIQUIDATED DAMAGES (PENALTY):

Liquidated damages in the form penalty will be collected as defined in clause 1.4, & 2.32 of this RFP. Without any prejudice to the Bank’s other rights under the law, the Bank shall recover the penalty, if any, accruing to the Bank, as above, from any amount payable to the Successful Bidder either as per this contract, executed between the parties or under any other agreement / contract, the Bank may have executed / shall be executing with the Successful Bidder. Such liquidated damages will be restricted to maximum 10% of the order value.

2.37 LIMITATION OF LIABILITY:

The liability of bidder under the scope of this RFP is limited to the value of the relevant order.
2.38 CORRUPT AND FRAUDULENT PRACTICES:

a) As per Central Vigilance Commission (CVC) directives, it is required that Bidders/Suppliers/Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

b) “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND

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

d) The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

2.38 SOLICITATION OF EMPLOYEES

During the term of the Contract and for a period of two years after any expiration of the contract period/termination or cancellation of the Contract, both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and two years thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the contract and two years thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party. The above restriction would not apply to either party for hiring such key personnel who

I. initiate discussions regarding such employment without any direct or indirect solicitation by the other party; or

II. Respond to any public advertisement placed by either party or its affiliates in a publication of general circulation
1. **Scope of Work**

1.1. The Scope of Work would involve supply, installation, commission and maintenance of KIOSKS with all necessary accessories (Application Software, adapter, LAN & Electrical cables, Barcode printers etc) and intermediate/middleware server at DC and DR for proper functioning of kiosks, across various branches of the Bank all over India.

1.2. The proposed KIOSKS must have facility for Bar code scanning, printing, either as in-built device or as a separate Barcode printer. The SB must provide Application Software / Solution for printing of Barcodes at individual terminals at the branches.

1.3. The scanner should scan the full page for barcode irrespective of the position.

1.4. The font & margins of the kiosk printer should match with the font & margins provided by the CBS in order to maintain uniformity.

1.5. Barcode printer should be shared to all the PCs in branch. If due to some reason the system connected to the Barcode printer goes faulty then other system should be able to give print command to the Barcode printer. Application as well as drivers required for Barcode printer should be installed in all PCs in the counter in the Branches.

1.6. The equipment should be capable of handling incidental power surges; Kiosks will be connected to UPS. The Network link will be normal LAN which will be RJ-45 Ethernet socket. The equipment should be capable of working in rugged environment (Like without AC, with normal A/c Voltage ie., 230V & normal power ratings).

1.7. The Successful Bidder (SB) shall be single point of contact for Bank with respect to any kind of after sales, service or support required even after machine is installed including the warranty period as well as AMC.

1.8. If at any time during performance of the Contract, the SB should encounter conditions impeding timely installation of KIOSKS and performance of Services, the SB shall promptly notify the Bank in writing (either through email to the contact person or through letter) of the fact of the delay, its likely duration and its cause(s). Bank shall evaluate the request received from the SB and may at its discretion extend the timeline stipulated for execution of the project on a case-to-case basis if request is found genuine.

1.9. SB shall submit a region-wise Project Completion Report (PCR) duly signed by branch officials to RO / RCC containing branch wise details viz., date of delivery, date of installation at the specified location, date of removal of old KIOSKS if any, Serial number of the KIOSKS and date of start of warranty for all the KIOSKS installed at various locations, as soon as the entire installation is completed.

1.10. KIOSKS shall have complete vinyl wrapped on three sides as per the Bank’s branding /requirement at no additional cost for the first wrap for all machines. Bank shall provide design and creative files as regards to vinyl wraps. Vinyl Wrap of good quality must be affixed with high quality adhesive and carry a warranty of three years against peeling, fading, tearing etc. However, force majeure and manual damage will not be considered under warranty.

1.11. Machine delivered / installed without wrapping or without providing barcode printers would be considered as non-operationlized and Bank has a right to levy liquidated damages on such delivered / installed machines as well.
1.12. The SB should also ensure that all the software & hardware supplied by the SB is licensed and legally purchased.

1.13. SB shall provide for engineer visits for all activities required to be carried out as per this Scope as well as on Bank’s request at no extra costs to the Bank. The total number of such requests shall not exceed 4 in a year per location not including visits required for preventive maintenance as defined in other parts of this RFP. Visiting charges over and above 4 visits per location (excluding preventive maintenance) shall be borne by the bank at mutually agreed prices. This clause shall be applicable to all clauses unless the concerned clause explicitly states the cost function of the visits.

1.14. In case of States having Road Permit /entry tax, the SB will have to liaise with local tax authorities and bank’s branch officials at each of the locations to obtain necessary permissions from the respective authorities. Obtaining the necessary permission will be the responsibility of the SB.

1.15. The successful bidder shall ensure proper Grouting of the Kiosk as per specifications as part of installation activity without any additional cost to the Bank. The Successful bidder shall ensure proper grouting of the Kiosk to the floor at each location. Bolts have to be fixed into the concrete and install Kiosk on the bolts. Bank shall permit to grout the Kiosk with anchor fasteners without digging the floor if required.

1.16. Self Service Passbook Printing Kiosk should be capable to display various promotional slides as per Bank’s requirements. These slide/promotional contents should be pushed centrally without any need for physical visit to each location.

1.17. The system should be capable of centrally pushing the Bank’s advertisements, application updates to all the Kiosks etc.

2. **Intermediate/Middleware server and Remote Health Management System**

2.1. The SB will take total responsibility for supply, installation of KIOSKS and making them operational through interface with Finacle and middleware including intermediate server at DC & DR. SB will ensure end to end integration of Kiosk. Bank reserves the right to provide the intermediate server to the successful bidder as per the technical specifications mentioned in Annexure I (C).

2.2. The SB must integrate and interface the passbook printing kiosk with Banks existing Finacle application using ISO 8583 message standards through intermediate server. The Bank will provide power and Intranet network access for the kiosks and server.

2.3. The SB will provide for Remote health monitoring system (RHMS) using push / pull mechanism which shall be hosted in the intermediate server along with the middleware. It should also generate MIS and Audit Trail periodically as per the Bank’s requirement for smooth working of the machines. Hardware and required system software shall be provided by the SB as per the technical specification provided along with application required for remote health monitoring system.

2.4. SB has to coordinate with our System Integrator / Application provider (Finacle) for integration of Kiosk and RHMS with our system / Middleware and any charges in this context shall be borne by the SB. The SB should provide all the software, hardware and other utilities required for facilitating integration/interface.

2.5. As per Bank’s security policy, all Kiosks should be connected to CBS through a centralized intermediate server. The intermediate server should be used for MIS reporting, remote monitoring and patch management. The SB shall provide central server (in DC and DR as per the requirement/Specification provided by the SB), which will be interfaced with FINACLE. SB should
develop Interface (middleware) with Bank's Core Banking Solution (Finacle) through the Central Server at their own cost. The central server and middleware should support at least 5000 KIOSKS and should be able to cater to concurrent requests from clients. SB is required to develop and implement interface of KIOSKS with this intermediate/middleware KIOSKS server as per its current setup of existing printer so as to maintain uniformity of solution and Central Monitoring Tool (CMT) tool at their own cost. All the required licenses for the KIOSKS solution, intermediate server application licenses, client access license (CAL) etc. are to be legally purchased and provided by the SB for DC as well as DR. Any bugs or upgradation of software / hardware and requirement from any regulator or by Bank, the selected SB has to fix or develop or customize (minor or major) wherever changes required in middleware and in KIOSKS machines or in Remote Health Monitoring System (RHMS) without any additional cost to the Bank. The roll out for major customization should be completed within 1-month time with all fixes and minor within 1 week time, (a declaration to be given by selected SB immediately after commercial evaluation). If the OS supplied by the SB in server/kiosk is declared out of support or vulnerable by the OEM/Regulator/Bank, the SB should upgrade the OS and related application without any cost to the Bank. At a later date if any noncompliance is observed, SB will have to comply the same. SB is required to submit an undertaking in this regard. Bank will arrange antivirus solution for the servers if required. Bank will provide antivirus for Kiosks if required. The SB needs to install the antivirus from time to time if required without any additional cost to the Bank.

2.6. The selected SB should have application for DC & DR data sync and replication. The SB should coordinate during the DR drill conducted by the Bank. The vendor should make arrangement of backup and handover to bank on quarterly basis. The replication of data needs to be done in existing network infrastructure of the Bank.

2.7. The SB shall provide the Centralized Monitoring Tool (CMT Web based) for all the RCCs and CO with license for monitoring the proper functioning of the kiosk. SB will also provide toll free number for issue reporting, status monitoring and call escalation to enable branches / controlling offices to lodge complaints for breakdowns etc. and monitor status in CMT tool provided to Bank.

3. User Acceptance Test

3.1. SBs who are selected as L1 & L2 based on criteria stipulated in clause 1.11(A) of this RFP will have to complete User Acceptance Test as per the schedule mentioned in the RFP for the KIOSKS.

3.2. During UAT, SB to provide KIOSK (as per technical specification of the RFP) for configuration & testing at the Bank's Digital Banking Department, Central Office, Chennai or Regional Offices / Branches anywhere in India as specified by the bank to SB at No Cost to the bank. If required by the bank, these KIOSKS will be deployed at selected branches chosen by the Bank and may be kept under observation for 7 days. In case the SB fails to bring the quoted products within the time frame given by the bank for evaluation, the bid shall be rejected and forfeit the EMD / Invoke bank guarantee in lieu of EMD. Such KIOSKS should be provided within 7 (seven) days from the date of request made by the Bank. SBs are advised to ensure that the KIOSKS if asked to bring for evaluation confirms to all technical parameters and is a tested system. Equipment not meeting complete tender specifications will not be considered for evaluation.

3.3. During UAT the quoted product shall be physically verified for the required tender specifications, tested for reliability, throughput, functionality and other features as decided by the Bank.

3.4. UAT should be in accordance with Scope of work as detailed in the RFP.

3.5. All and any cost associated with the UAT (including provision of Hardware, technical resources, travel cost, boarding cost etc.) will be to the account of the SB and bank will not bear any cost.
3.6. SBs to submit UAT signoff report on successful completion of UAT duly signed by the authorized officials of the Bank.

3.7. In case the SB fails to clear the UAT within the time frame given by the Bank, Bank reserves the right to cancel the contract and revoke the EMD.

3.8. The successful bidder will have to conduct UAT of Self Service Passbook Printing Kiosk with the bank’s existing setup within 7 days of award of contract. In case the successful bidder fails to complete UAT within the stipulated time period the offer will pass on to the successive bidders. All necessary infrastructures (hardware and software) for UAT need to be arranged by the bidder.

4. Training and Handholding

4.1. SB shall provide onsite training to staff of Bank/Branch at each site along with provide manuals for user/administrators besides training to the central administration team consisting of 3 staff members at the time of installation. Handholding to be given for a minimum of one full day for each location after the day of successful installation.

4.2. The SB shall provide single page posters which can be fixed at a suitable place in machine (visible to staff but not to customers) containing trouble shooting guidelines for minor problems.

4.3. For each site, the SB is expected to provide client software and documentation for equipment including software license certificates, job board, manual etc.

4.4. At the request of the Bank, the SB should provide more rounds of user/administrative training at select locations, without any extra cost to ensure utilization of these machines. However, bank would restrict such request to a minimum number.

4.5. Label indicating the telephone numbers & email address of the call centers should be affixed on the top / side of the system without fail.

5. Second Level Maintenance and supply of consumable

5.1. The SB shall supply consumable like printer cartridge etc. and provide quote with specification in this respect. Bank will use the rates provided by the SB to place the order for any future requirement of the consumable for the period 3 year from the date of agreement. The Bank shall, from time to time, renegotiate the consumable rate with the SB depending on the prevailing market rates. The rates provided by the SB shall include the delivery charges, etc. and it will be the SBs’ responsibility to deliver the consumable at branch locations. The Bank shall have the right (for future requirement) to either place the order for the consumable on the SB or to procure the same from the other sources. The SB should also provide the rates of major component of the KIOSKS. Payment of consumable / parts will be done by branches locally as per rate approved by us.

5.2. Any worn or defective parts withdrawn from the equipment and replaced by the SB shall become the property of the SB and the parts replacing the withdrawn parts shall become the property of Bank.

5.3. KIOSKS should have protection from pests, snakes, rats, rodents, ants, any other insects etc. starting from the date of delivery till the contract period. SB will replace the damaged part during the contract period in case of any loss due to Pests, Rats, rodents, snakes, ants, any other insects etc. Bank will not entertain any claim of any part damages by Pests, Rats, rodents, snakes, ants, any other insects etc. Only if any spare parts are damaged due to vandalism, fire, manhandling etc. the same will be replaced on mutually agreed cost.

5.4. Qualified maintenance engineers totally familiar with the equipment shall perform all repairs and maintenance service described herein. If any fault happened due to service then it will be the responsibility of the SB to make the machine operational at no cost to bank.
5.5. The SB’s maintenance personnel shall be given access to the equipment when necessary, for purpose of performing the repair and maintenance services indicated in this agreement.

5.6. On account of any negligence, commission or omission by the engineers of the SB and if any loss or damage caused to the Equipment, the SB shall indemnify/pay/reimburse the loss suffered by the BANK.

5.7. The Bank will maintain a register at its site in which, the Bank’s operator / supervisor shall record each event of failure and / or malfunction of the equipment. The SB’s engineer shall enter the details of the action taken in such register. Additionally, every time a preventive or corrective maintenance is carried out, the SB’S engineer shall make, effect in duplicate, a field call report which shall be signed by him and thereafter countersigned by the Bank’s official. The original of the field call report shall be handed over to the Bank’s official.

6. **Centralized web based Monitoring, content distribution, Call Login Facility solution and MIS Report**

6.1. The Screen Content Distribution has to be done at all kiosks Minimum of 6 Per machine per month at no additional cost to the bank. The Screens will be provided by bank as & when required. This should not hamper the routine functionality of the kiosk.

6.2. The SB should also undertake to customize display screens desired by bank in graphic mode in three languages (Hindi, English and the local language selected by bank depending on the state where the machine is deployed) on touch screen format for all transactions undertaken by KIOSKS without any extra cost. Bank will provide the regional language screens. For example: In Tamil Nadu the screens will be in English, Hindi and Tamil & in Maharashtra it will be in English, Hindi and Marathi. Bank will provide these details to the finally selected SB.

6.3. The SB should provide MIS reports like number of pass books issued in a day, number of hits per day, uptime etc., as per the Bank’s requirement on a daily / monthly / over a date range basis. Bank should be able to know the up/down status of SAPBP Terminals installed on remote location at any time. The MIS reports will be generated in the Intermediate Server for KIOSKS interfaced with FINACLE. Any application required for MIS report generation as per the bank desired format has to be provided by vendor. The MIS should be possible to download in Excel & PDF format.

6.4. Performance Reports should be auto generated Region Wise by Intermediate Server and be mailed to various Regional Offices on day to day basis in addition to consolidated report with all region data to central office. The days on which the report needs to be send to regions and the time should be configurable. Further, the vendor should provide the application which would monitor Intermediate servers and KIOSKS on real-time basis or near real-time basis to know the health of the machine. The on-line monitoring should reflect the health of servers, memory utilization, processor utilization etc. Also, the error in any part of Kiosks to be reflected in the online monitoring. The said monitoring can be downloaded as report in excel and PDF.

6.5. SB takes the responsibility of sending the MIS reports with downtime as per the Banks’ Format which will be provided to the SB as per the requirement of the bank.

6.6. The SB will also undertake to load Anti-virus and patch management solution in the KIOSKS without any extra cost. Further, the vendor is required to do hardening of the Kiosks as per security policy of the Bank. This has to be done before dispatching the machine to the branches. The Bank will
provide the anti-virus solution setup at the time of installation. Further hardening if any required subsequently by Bank is to be undertaken by the vendor without any additional cost to the Bank. The middleware application shall be capable of pushing patches/updates to KIOSKS client machines automatically from Intermediate server without the need of engineer visit to individual branches. The pushing of such patches/updates should be done in the existing network infrastructure of the Bank. If patches/updates cannot be remotely pushed to any kiosk machine for whatever reason, the vendor has to send engineer to those branches to install the patches/updates without any extra cost to the Bank.

6.7. Successful bidder will provide software solution to provide MIS reports at machine level as well as from centralized location. Solution should be capable of generating suitable MIS reports customized to the Bank’s requirement in respect of activity, uptime and fault event. Typical fields in this MIS No. of passbooks printed, No. of passbooks rejected, Reasons for rejection like Network failure, Power failure, 1st time printing, Barcode authentication failure, 'Nothing to print' etc.

6.8. Remote Monitoring System should be capable of monitoring the uptime of all the machines configured on the Bank’s network on real time basis from a centralized location. The penalties will be applied based on this report. Automatic call logging and closing facility should be available in the Remote Monitoring System.

7. Preventive Maintenance

7.1. The SB shall conduct Preventive Maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the equipment, and necessary repair of the equipment) once in a quarter within first 15 days of the start of quarter the currency of this agreement on a day and time to be mutually agreed upon by in charge of Bank’s site. Notwithstanding the foregoing the SB recognizes Bank’s operational needs and agrees that Bank shall have the right to require the SB to adjourn preventive maintenance from any scheduled time to a date and time not later than 15 working days thereafter. The Bank will levy a penalty of Rs.500/- for delay per week per quarter, in case SB fails to carry out PM. The SB will get the Preventive Maintenance Certificate signed by the Authorized Branch Person (Custodian) or Branch Manager every quarter and submit for payment. After PM activity it is the responsibility of the SB to confirm the working condition of the machine, any faults arising will be responsibility of SB.

8. Warranty and Annual Maintenance Contract

8.1. SB must warrant all equipment, accessories, spare parts, software’s etc., against any manufacturing defects during the warranty period. SB shall maintain the equipment and repair/replace all the defective components at the installed site, at no additional charge to the bank. The SB should replace the part, in case of requirement without any cost to bank within maximum two days from the date of SLM call logged over phone or otherwise failing which a penalty of Rs.100/- will be levied per day per machine till that machine is set right for operation.

8.2. All parts and components of Self-service Pass Book printing Kiosk and Bar Code Printer shall be covered under Comprehensive warranty and thereafter expiry of warranty period, the same shall be covered under Annual Maintenance Contract also as per terms specified in the RFP.

8.3. SB to resolve KIOSKS related issues during warranty and AMC, including installation / reinstallation, Patches, system software & firmware patches / bug fixes, if any, for KIOSKS. Device driver
installation, updating firmware and other installation shall also be done for complete functioning of KIOSKS as per requirement of bank.

8.4. Warranty should not become void if Bank buys any other supplemental hardware/consumable from a third party and install it with this equipment with prior consent of the vendor. However, the warranty will not apply to such hardware/consumable items installed by the Bank on its own but warranty on other hardware/equipment will remains valid.

8.5. Comprehensive annual maintenance contract has to be entered into separately with the bank, as per terms & conditions for this purpose. The SB should undertake to guarantee minimum uptime of 95% and should execute service level agreement for the same. The SB should execute Bank Approved Master AMC Agreement with the Bank as per terms & Conditions without any exception.

8.6. Any penalty due during the Warranty period will be adjusted against the forthcoming / pending payments on account of new purchases by Bank OR amount of penalty during warranty period will be recovered from SB on demand by Bank. The SB undertakes to pay penalty as prescribed by the Bank. It is the responsibility of the SB to pay penalty to bank if the penalty exceeds the pending payment to SB failing which, Bank may invoke the guarantee and blacklist the company for future participation in the tender.

8.7. The software/hardware errors happening in the kiosk has to be handled by SB without any delay. If any particular KIOSKS is frequently going out of order for software/hardware reasons for more than three times and/or downtime is found to be more than 3 days in a month, the SB has to make immediate arrangement for standby system and if system has reached maximum ceiling (more than 6 downtimes in a quarter), SB shall replace the KIOSKS failing which a penalty of Rs.500/- will be levied per instance after first 3 incidents in a month or 6 downtime in a quarter.

9. Future additions of Hardware / Software

9.1. The KIOSKS should be upgradable to support additional services that Bank may introduce at a later date at mutually agreed cost and timeline.

9.2. Any future update necessitated to the technical specifications as specified in this RFP, to meet any regulatory / government compliance shall be carried out at no additional cost to the bank. No visit /service charges will be borne by the Bank for updation of the software/replacement of hardware component pertaining to KIOSKS for the purpose of enhancing their functionality to meet mandatory compliance and all such upgradation shall be done at mutually agreed rates. Any up-gradation should be completed within 30 days from the date of request from the Bank.

9.3. In case the software/windows operating system provided in the KIOSKS is discontinued during the Warranty and AMC period, the SB should upgrade the new version of software / windows operating system in KIOSKS, without any additional cost to the bank.

10. Shifting

10.1. The Bank has planned to install e-corridor across the country. The SB has to coordinate with bank to move the installed Kiosks to e-corridor place for installation, if any required in future. Shifting cost for all ready delivered KIOSKS will be borne by the Bank.

10.2. The bank reserves the rights to shift kiosks to different locations depending upon the need. The SB will arrange to shift the equipment, install and commission the same. There will be no charge for commissioning/installation or integration in the new location. The Bank will bear transportation and transit insurance cost only in respect of shifting if the KIOSKS is already delivered. If bank is shifting, then SB has to install the machines at the shifted site with no extra charge to bank.
11. **Onsite Support Resource**

11.1. The SB shall deploy one Facility Management resource (Onsite support personnel) for remote monitoring of Kiosk at the Bank’s Information Technology Department, Chennai as per the commercial. SB has to provide substitute FM resource in case posted FM resource remains absent or on leave. Holidays of FM resource shall be governed as per Bank’s holidays. In case of no substitute provided for the absent period or report not provided for any working day then a penalty of Rs.500/- per day will be levied. It is the responsibility of the SB to monitor the actions/performances of the onsite support personnel. The onsite support personnel should be available on all working days of the bank from 10.00AM to 6.00PM. The dress code will be formal for the onsite support personnel on all days. If bank requires the onsite support personnel to be available on holidays or extra hours at no extra cost to the bank.

11.2. The onsite resource should be made available for a period of 5 years and the service will be renewable on yearly basis.

11.3. The onsite support personnel will also coordinate & ensure 100% availability of the machines to our customers. The onsite support & field engineers should be polite with bank officials otherwise SB should take responsibility to replace the personnel within two days of complaint raised by bank.

11.4. MIS generation and submission of daily, monthly, quarterly and cumulative reports will be the sole responsibility of the FM resource of SB.

11.5. The FM resource shall be the single point of contact for all technical and logistics support and queries over the period of the contract. Resource shall be responsible for follow up and resolution of all the calls logged through various channels such as phone, email and CMT.

11.6. If branch raises complaints over phone or if phone guidance is given by SB to branch for rectifying the issue & any spares including consumables or software gets damaged, then it will be the responsibility of the SB to replace or reinstall with no additional cost to the bank. If delayed by SB more than two days for these type of cases, then a penalty of Rs.100/- will be levied after 2nd day till the machine becomes operational.
## ANNEXURE I-(A)
### MINIMUM TECHNICAL SPECIFICATION OF KIOSK

<table>
<thead>
<tr>
<th>SL.NO.</th>
<th>Kiosk make and model</th>
<th>Compliance (Yes/No) along with details of make &amp; model of the parts</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Kiosk Properties</strong></td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>Exterior: Height- 5’ – 5’7” feet, Width- Max 2’25” feet, Depth-2’25” feet</td>
<td></td>
</tr>
<tr>
<td>1.2</td>
<td>Touchscreen: Lower point of Touchscreen should start from Height 3’5”- 4’5” feet</td>
<td></td>
</tr>
<tr>
<td>1.3</td>
<td>Passbook Printer: Height from base 3-3’7” feet</td>
<td></td>
</tr>
<tr>
<td>1.4</td>
<td>Keyboard and mouse for maintenance purposes and the same are to be placed inside the kiosks or as decided by the Bank</td>
<td></td>
</tr>
<tr>
<td>1.5</td>
<td>Mounting Type: Floor Mounted</td>
<td></td>
</tr>
<tr>
<td>1.6</td>
<td>Mobility: Plug and Play</td>
<td></td>
</tr>
<tr>
<td>1.7</td>
<td>Wake on LAN, Audio line out, Line in, Speaker (external)</td>
<td></td>
</tr>
<tr>
<td>1.8</td>
<td>Sheet Metal: IS513 Draw material or equivalent to 1.6 mm</td>
<td></td>
</tr>
<tr>
<td>1.9</td>
<td>Powder coated</td>
<td></td>
</tr>
<tr>
<td>1.10</td>
<td>Provision to bolt the kiosk to floor</td>
<td></td>
</tr>
<tr>
<td>1.11</td>
<td>Strong mechanical key lock</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td><strong>CPU</strong></td>
<td></td>
</tr>
<tr>
<td>2.1</td>
<td>Intel based system- Intel i3 (minimum) processor or above, 3.10 GHz or above running on Windows 10/IOT or higher or Linux</td>
<td></td>
</tr>
<tr>
<td>2.2</td>
<td>2MB Cache or above, 4 GB DDR3 RAM, 1X500 GB HDD (seagate/samsung or equivalent), Gigabit Network Interface, min 4 USB, 2x Serial and 1x Parallel Ports for connection of the required peripherals, 2x PS/2 ports, 1x VGA, 10/100 mbps Ethernet card and audio port, Inbuilt SMPS to work on 230V 50 MHz power supply or external adapter ROHS certified, Mouse and Keyboard, OS hardening (with Firewall)</td>
<td></td>
</tr>
<tr>
<td>2.3</td>
<td>52x CDRW (Optional)</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td><strong>Operating System</strong></td>
<td></td>
</tr>
<tr>
<td>3.1</td>
<td>The Operating System on kiosk should be GUI based (TCP/IP enabled) and supported by OS provider</td>
<td></td>
</tr>
<tr>
<td>3.2</td>
<td>OS should be Windows 10 or above (including Windows 10 IOT), capable of multitasking real time operations with original licenses</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td><strong>Touch Screen</strong></td>
<td></td>
</tr>
</tbody>
</table>

---

Indian Overseas Bank

-Confidential-

Page 38 of 93
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>4.1</strong></td>
<td>Size: 15&quot; minimum</td>
</tr>
<tr>
<td><strong>4.2</strong></td>
<td>Type: Capacitive/SAW</td>
</tr>
<tr>
<td><strong>4.3</strong></td>
<td>Material: 3mm Pure Glass</td>
</tr>
<tr>
<td><strong>4.4</strong></td>
<td>Touch-Screen Resolution: 4096 touch points per axis within the calibrated area or higher.</td>
</tr>
<tr>
<td><strong>4.5</strong></td>
<td>Antiglare Surface: 6:1 minimum</td>
</tr>
<tr>
<td><strong>4.6</strong></td>
<td>Light Transmission: &gt;90%</td>
</tr>
<tr>
<td><strong>4.7</strong></td>
<td>Accuracy: Less than +/- 1% error within the active area.</td>
</tr>
<tr>
<td><strong>4.8</strong></td>
<td>Response time: &lt; 16 ms</td>
</tr>
<tr>
<td><strong>4.9</strong></td>
<td>Endurance: Scratch resistant (must withstand more than 50,000,000 touches in one location without failure)</td>
</tr>
<tr>
<td><strong>4.10</strong></td>
<td>Impact Resistant: meets GB9633-1988 and UL-60950-1 steel ball test or equivalent</td>
</tr>
<tr>
<td><strong>4.11</strong></td>
<td>Operating Temperature: -5 to 45 degree C</td>
</tr>
<tr>
<td><strong>5 Passbook Printer</strong></td>
<td></td>
</tr>
<tr>
<td><strong>5.1</strong></td>
<td>Passbook printer with integrated barcode scanner including the required serial/parallel/USB ports to meet RFP requirement. It should not be an inbuilt or fabricated scanner. The make of Passbook Printer and Barcode scanner should be same.</td>
</tr>
<tr>
<td><strong>5.2</strong></td>
<td>Any change in passbook design/printing format in future should be supported</td>
</tr>
<tr>
<td><strong>5.3</strong></td>
<td>Font size of passbook to be printed is Font as specified by the Bank or as per the directions of regulatory authority/RBI from time to time</td>
</tr>
<tr>
<td><strong>5.4</strong></td>
<td>Print speeds up to 480 cps or higher</td>
</tr>
<tr>
<td><strong>5.5</strong></td>
<td>Print Head Life of minimum 400 million characters</td>
</tr>
<tr>
<td><strong>5.6</strong></td>
<td>method 24 pin, impact dot matrix</td>
</tr>
<tr>
<td><strong>5.7</strong></td>
<td>Print direction: Bi-direction with logic seeking</td>
</tr>
<tr>
<td><strong>5.8</strong></td>
<td>Columns: 94 (10 cpi)</td>
</tr>
<tr>
<td><strong>5.9</strong></td>
<td>Standard Integrated Passbook Printers should be of latest model like Olivetti, Epson etc brand.</td>
</tr>
<tr>
<td><strong>6 Message</strong></td>
<td></td>
</tr>
<tr>
<td><strong>6.1</strong></td>
<td>Display of messages/instructions to the customers in multilingual capability i.e. Hindi, English and any one regional language (to be decided by Bank). Total of 11 regional languages support required.</td>
</tr>
<tr>
<td><strong>6.2</strong></td>
<td>Compatible with ISO8583-1993 version</td>
</tr>
<tr>
<td><strong>7 Voice Enabling</strong></td>
<td></td>
</tr>
<tr>
<td><strong>7.1</strong></td>
<td>Voice enabled kiosks should support Hindi, English and any one regional language (to be decided by Bank). Total of 11 regional languages support required.</td>
</tr>
<tr>
<td><strong>7.2</strong></td>
<td>Voice clarity should be uniform across all kiosks</td>
</tr>
</tbody>
</table>
## Multimedia Speakers

7.3 Multimedia Speakers: should be of latest model of reputed brand with Power Rating (RMS): Total: 1.2w, FS: 0.6w x2, (2 Channel), Frequency Response (20Hz-20kHz), Sound Pressure Level (SPL Max) (> 83 dB)

## Network

8.1 Should be able to connect to any type of network switch. Bank will provide LAN port (RJ45).

## Weather Condition

9.1 Resistance to Indian weather, vandal proof and pertinent to Indian usability condition

## Power

10.1 Support input voltage of 230 V AC/ 50 Hz +/- 5% variation. Bank will provide power point.

## Cabinet

11.1 The cabinet must house all the components of the terminal/kiosk and must be ergonomically designed and of compact design and color as per make & model approved by Bank.

11.2 All devices must be optimally located and secured, with easy serviceability.

## Application Software


12.2 Will be a communication tool and will maintain log for all transactions between Pass Book Printing kiosk and Core Banking.

12.3 Capable of remotely managing the kiosk transactions.

12.4 Component level health monitoring like Printer

12.5 Remote loading of Patch as and when needed like anti-virus updates

12.6 Web based Central Office application with admin, supervisor rights.

12.7 Encryption at network communication level

12.8 Encryption in Barcoding

12.9 The Application Software must be capable of generating ISO8583 message for integration with CBS

12.10 Bidder should provide GUI based kiosk Application software, Middleware and Web based central monitoring tool

## Barcode Scanner

13.1 Scan Engine: In-built barcode reader Dual CIS type

13.2 Should be capable of operating in Auto Trigger Mode for hands free operation
RFP Ref No. RFP/ITD/002/18-19 dated 03.07.2018 - SELF SERVICE PASS BOOK PRINTING KIOSKS

<table>
<thead>
<tr>
<th>13.3</th>
<th>Should be able to read barcodes of all popular symbologies including Code 128 standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>13.4</td>
<td>Reading of the bar-code and the printing of the pass-book has to happen with pass book in the same position, the scanner should scan the full page for barcode irrespective of the position.</td>
</tr>
<tr>
<td>13.5</td>
<td>Passbook size : Horizontal Fold type 19 x 10 CMs (folded) 19 x 20 CMS (Open)</td>
</tr>
<tr>
<td><strong>14</strong></td>
<td><strong>Barcode Specifications</strong></td>
</tr>
<tr>
<td>14.1</td>
<td>Barcode label should adhere to the following specifications :</td>
</tr>
<tr>
<td>14.2</td>
<td>Barcodes Should be in code 128 standard</td>
</tr>
<tr>
<td>14.3</td>
<td>Size : Width 60 mm x Height 30 mm</td>
</tr>
<tr>
<td>14.4</td>
<td>Paper : 0.2 GSM</td>
</tr>
<tr>
<td>14.5</td>
<td>Color : Should be printed in Black with white background</td>
</tr>
<tr>
<td>14.6</td>
<td>The Barcode should be printed using Thermal transfer Technology with 300 DPI or higher resolution</td>
</tr>
<tr>
<td>14.7</td>
<td>The Barcodes should be printed with waterproof ink for its longevity</td>
</tr>
<tr>
<td><strong>15</strong></td>
<td><strong>Kiosk Branding</strong></td>
</tr>
<tr>
<td>15.1</td>
<td>The designing on the full body of the Kiosk (To be approved by the Bank)</td>
</tr>
</tbody>
</table>
### ANNEXURE – I(B)

**MINIMUM TECHNICAL SPECIFICATION OF BARCODE PRINTER**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Functionality</th>
<th>Description</th>
<th>Compliance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Make / Model</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Minimum requirement</td>
<td>The printer should be able to print barcodes of all popular symbologies, including Code 128, with up to 36 characters</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Resolution</td>
<td>Minimum 203 DPI (dots per inch)</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Print method</td>
<td>Thermal transfer</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Processor</td>
<td>32 bit</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Print Speed</td>
<td>Minimum 4 IPS (inches per second)</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Print Length</td>
<td>1000 mm or higher</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Print width</td>
<td>Maximum 104 mm</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Label roll size</td>
<td>Maximum Diameter – 130 mm</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Label size</td>
<td>60 mm (L) x 25mm (W)</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Memory</td>
<td>Minimum 8 MB DRAM, Minimum 2 MB Flash ROM</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Interface</td>
<td>Parallel/USB/Ethernet along with necessary software</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Other requirements</td>
<td>Bar code printer must be compatible with the offered Pass book printing kiosks.</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td></td>
<td>As the Bar codes are issued by the existing vendor M/s Forbes Technosys Ltd and M/s KRISFO, the selected vendor should coordinate with existing vendors to make the Barcodes unique in nature.</td>
<td></td>
</tr>
</tbody>
</table>
**ANNEXURE I-(C)**

**MINIMUM SPECIFICATION – INTERMEDIATE RACK SERVER**

<table>
<thead>
<tr>
<th>SI No</th>
<th>Description</th>
<th>Technical Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Make &amp; Model</td>
<td>(Any MNC Brand)</td>
</tr>
<tr>
<td>1</td>
<td><strong>Model &amp; Make Specify</strong></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td><strong>Chipset</strong>: Intel to be capable of supporting up to 2 processors.</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td><strong>Processor</strong>: 2 * Intel® Xeon® Silver 4110 Processor (8 Core 2.10 GHz)</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td><strong>Memory</strong>: 2 x 32 GB RAM scalable to 128 GB (50% memory slots should be vacant after populating 32 GB RAM modules)</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td><strong>Bus Architecture</strong>: Intel Quick path interconnect</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td><strong>PCI/PCI Express Slots</strong>: Minimum 3 PCI/PCI-E (Express) slot for installing HBA Card</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td><strong>Graphics</strong>: On board</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td><strong>HDD</strong>: 3 x 1TB 2.5-inch 10K RPM, 6Gbps SAS Hot Plug Hard Drive</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td><strong>Bays</strong>: Extendible to 8 HDD bays</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td><strong>HDD controller</strong>: SAS Raid controller capable of providing RAID 0, 1 and 5 configurations. The Raid controller should have 1024 MB flash backed up cache</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td><strong>RAID</strong>: 0 1 &amp; 5</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td><strong>DVD Device</strong>: Dual layer DVD Writer</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td><strong>Ethernet Cards</strong>: Minimum 6 Gigabit Network ports</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td><strong>I/O Ports</strong>: Ports available for USB, Serial and network</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td><strong>Power Supply</strong>: Redundant Hot Plug High Efficiency Power Supplies</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td><strong>Cooling Fans</strong>: Redundant Hot Plug High Fans</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td><strong>Chassis</strong>: 2U rack mountable</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td><strong>Software</strong>: Remote management features, Server management software capable of providing role-based security, alerts of critical component failure</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td><strong>Warranty/AMC</strong>: One year comprehensive onsite warranty and 4 years comprehensive AMC with 6 hours problem resolution commitment</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td><strong>Operating System</strong>: Windows 2016 server version or higher / Red Hat / SUSE Linux (Latest edition with all patches). Bank will provide antivirus solution for the servers.</td>
<td></td>
</tr>
</tbody>
</table>
DATE:

The Assistant General Manager,
Information Technology Department,
Indian Overseas Bank,
Central Office,
763, Anna Salai,
CHENNAI – 600 002.

Dear Sir,

Sub: REQUEST FOR PROPOSAL (RFP) FOR SUPPLY, INSTALLATION AND MAINTENANCE OF SELF SERVING PASSBOOK KIOSKS ACROSS VARIOUS BRANCHES OF THE BANK.

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer for providing said KIOSKS as detailed in your above referred RFP.

We confirm that the offer is in conformity with the terms and conditions as mentioned in the above-cited RFP and agree to all the terms and conditions of the RFP and subsequent amendments made, if any.

We also understand that the Bank is not bound to accept the bid / offer either in part or in full and that the Bank has right to reject the bid / offer in full or in part or cancel the entire tendering process without assigning any reasons whatsoever.

We furnish hereunder the details of Demand Draft / Bank guarantee in lieu of EMD submitted towards RFP document fees and EMD Amount.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount in INR</th>
<th>DD / BG NUMBER</th>
<th>DATE OF THE DD</th>
<th>Name of issuing Bank &amp; Branch</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost of Bid Document</td>
<td>15,000/-</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bank guarantee in lieu of EMD</td>
<td>35,00,000/-</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Authorized Signatory

Place:                        Name and Designation Date:

Office Seal
**ANNEXURE- II (B)**

**FORMAT FOR TECHNICAL BID**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Name and Address of the Company</td>
<td></td>
</tr>
<tr>
<td>2) Registered Address of the Company</td>
<td></td>
</tr>
<tr>
<td>3) Year of Incorporation</td>
<td></td>
</tr>
<tr>
<td>4) Local/Contact Address</td>
<td></td>
</tr>
<tr>
<td>5) Contact Person</td>
<td></td>
</tr>
<tr>
<td>a) Name:</td>
<td></td>
</tr>
<tr>
<td>b) Designation:</td>
<td></td>
</tr>
<tr>
<td>c) Phone:</td>
<td></td>
</tr>
<tr>
<td>d) Fax:</td>
<td></td>
</tr>
<tr>
<td>e) Cell No:</td>
<td></td>
</tr>
<tr>
<td>f) E-mail</td>
<td></td>
</tr>
<tr>
<td>5) Name and address of Principal Company (in case the bidder is</td>
<td></td>
</tr>
<tr>
<td>acting as an Agent).</td>
<td></td>
</tr>
<tr>
<td>6) In case the bidder is acting as an Agent, details of</td>
<td></td>
</tr>
<tr>
<td>authorization letter received from Principal Company.</td>
<td></td>
</tr>
<tr>
<td>7) Details of letter of Authorization from Original Equipment</td>
<td></td>
</tr>
<tr>
<td>Manufacturer authorizing the bidder as reseller.</td>
<td></td>
</tr>
<tr>
<td>8) Year of receipt of ISO certification with validity.</td>
<td></td>
</tr>
<tr>
<td>9) Turnover &amp; Net Profit / Increasing Net Worth of the company</td>
<td>Turnover  Net Profit</td>
</tr>
<tr>
<td>(Rs.In Crores)</td>
<td></td>
</tr>
</tbody>
</table>

**FINANCIAL YEAR**

<table>
<thead>
<tr>
<th>FINANCIAL YEAR</th>
<th>Turnover</th>
<th>Net Profit</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014-2015</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2015-2016</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2016-2017</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

We certify that the KIOSKS quoted above meet all the Technical specifications as per Annexure-I (A), I(B) & I (C) of the RFP Ref No. RFP/ITD/002/18-19 Dated 03.07.2018. We also confirm that we agree to all the terms and conditions mentioned in this RFP/ITD/002/18-19 Dated 03.07.2018.

**Authorized Signatory**

**Name and Designation**

**Office Seal**

**Place:**

**Date:**
Format for Affidavit of Self Certification regarding Domestic Value Addition in an Electronic Product to be provided on Rs.100/- Stamp Paper

Date:

I ………………………………. S/o, D/o, W/o , ……………………… Resident of ……………………………
Do hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification No: 33(3)/2013-IPHW dated 23.12.2013.

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring authority or any authority so nominated by the Department of Electronics and Information Technology, Government of India for the purpose of assessing the domestic value addition. That the domestic value addition (50%) for all inputs which constitute the said electronic product has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition norms, based on the assessment of an authority so nominated by the Department of Electronics and Information Technology, Government of India for the purpose of assessing the domestic value-addition, I will be disqualified from any Government tender for a period of 36 months. In addition, I will bear all costs of such an assessment.

That I have complied with all conditions referred to in the Notification No ……………………… wherein preference to domestically manufactured electronic products in Government procurement is provided and that the procuring authority is hereby authorized to forfeit and adjust my EMD and other security amount towards such assessment cost and I undertake to pay the balance, if any, forthwith.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authorities.

1. Name and details of the Domestic Manufacturer (Registered Office, Manufacturing unit location, nature of legal entity)
2. Date on which this certificate is issued
3. Electronic Product for which the certificate is produced
4. Percentage of domestic value addition claimed
5. Procuring agency to whom the certificate is furnished
6. Name and contact details of the unit of the manufacturer
7. Sale Price of the product
8. Ex-Factory Price of the product
9. Freight, insurance and handling
11. Total Bill of Material
12. List and total cost value of inputs used for manufacture of the electronic product.
13. List and total cost of inputs which are domestically sourced. Please attach value addition certificates from suppliers, if the input is not in-house.

14. List and cost of inputs which are imported, directly or indirectly.

For and on behalf of (Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Directors)
<Insert Name, Designation and Contact No.>
ANNEXURE – III
FORMAT FOR INDICATIVE COMMERCIAL BID

1. Name of Bidder : 

2. Address of Corporate Office : 

TABLE I – COST OF KIOSK:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Item of purchase</th>
<th>Make &amp; Model: Kiosks</th>
<th>Make &amp; Model: Barcode Printer</th>
<th>Make &amp; Model: Intermediate Server</th>
<th>Unit Price (Rs)</th>
<th>Qty</th>
<th>Total Price (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>KIOSK – Technical Specification as per Annexure-I (A) with one-year comprehensive onsite warranty including one-time delivery and installation charges.</td>
<td>100</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>BARCODE PRINTER – Technical Specification as per Annexure-I (B) with one year comprehensive onsite warranty including one time delivery and installation charges.</td>
<td>100</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Intermediate Server- Minimum Technical Specifications as per Annexure I (C) with three-year comprehensive onsite warranty including one-time delivery and installation charges at DC and DR as per Annexure I- Scope of Work.</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>TOTAL COST</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TABLE II- FACILITY MANAGEMENT CHARGES:

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Item Description</th>
<th>Unit price per annum</th>
<th>Qty</th>
<th>Total Price (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Onsite Support by Resident Engineer for 1\textsuperscript{st} year as per Annexure I-Scope of Work</td>
<td>1 Year</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Onsite Support by Resident Engineer for 2\textsuperscript{nd} year as per Annexure I-Scope of Work</td>
<td>1 Year</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Onsite Support by Resident Engineer for 3\textsuperscript{rd} year as per Annexure I-Scope of Work</td>
<td>1 Year</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Onsite Support by Resident Engineer for 4\textsuperscript{th} year as per Annexure I-Scope of Work</td>
<td>1 Year</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Onsite Support by Resident Engineer for 5\textsuperscript{th} year as per Annexure I-Scope of Work</td>
<td>1 Year</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Total Cost of Onsite support</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**TABLE III- ANNUAL MAINTENANCE CONTRACT CHARGES (Minimum 10% of Hardware Cost):**

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Details</th>
<th>Unit Price (Rs)</th>
<th>Qty</th>
<th>Total Price (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.a</td>
<td>AMC Charges for KIOSK for 2nd year</td>
<td>1000</td>
<td>1000</td>
<td></td>
</tr>
<tr>
<td>1.b</td>
<td>AMC Charges for KIOSK for 3rd year</td>
<td>1000</td>
<td>1000</td>
<td></td>
</tr>
<tr>
<td>1.c</td>
<td>AMC Charges for KIOSK for 4th year</td>
<td>1000</td>
<td>1000</td>
<td></td>
</tr>
<tr>
<td>1.d</td>
<td>AMC Charges for KIOSK for 5th year</td>
<td>1000</td>
<td>1000</td>
<td></td>
</tr>
<tr>
<td>2.a</td>
<td>AMC Charges for BARCODE PRINTER for 2nd year</td>
<td>1000</td>
<td>1000</td>
<td></td>
</tr>
<tr>
<td>2.b</td>
<td>AMC Charges for BARCODE PRINTER for 3rd year</td>
<td>1000</td>
<td>1000</td>
<td></td>
</tr>
<tr>
<td>2.c</td>
<td>AMC Charges for BARCODE PRINTER for 4th year</td>
<td>1000</td>
<td>1000</td>
<td></td>
</tr>
<tr>
<td>2.d</td>
<td>AMC Charges for BARCODE PRINTER for 5th year</td>
<td>1000</td>
<td>1000</td>
<td></td>
</tr>
<tr>
<td>3.a</td>
<td>AMC Charges for Intermediate Server for 4th year</td>
<td>2</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>3.b</td>
<td>AMC Charges for Intermediate Server for 5th year</td>
<td>2</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>3.c</td>
<td>AMC Charges for Intermediate Server for 6th year</td>
<td>2</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>3.d</td>
<td>AMC Charges for Intermediate Server for 7th year</td>
<td>2</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Total Cost of AMC Charges</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TABLE IV – COST OF CONSUMABLES:**

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Description</th>
<th>Qty</th>
<th>Total Price (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Cartridge for Passbook Printer</td>
<td>1000</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Cartridge for Barcode Printer</td>
<td>1000</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Barcode Label (1000 Stickers)</td>
<td>1000</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>TOTAL</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TABLE V: TOTAL COST OF SPARES**

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Component</th>
<th>Model/Make/Configuration</th>
<th>Base Cost per Unit</th>
<th>Quantity</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Consumables</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>Printer Ribbon</td>
<td></td>
<td>1000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2</td>
<td>Printer head</td>
<td></td>
<td>1000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.3</td>
<td>Miler Stripe</td>
<td></td>
<td>1000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Other Spare Parts</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1</td>
<td>LCD</td>
<td></td>
<td>1000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.2</td>
<td>Touch Screen</td>
<td></td>
<td>1000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.3</td>
<td>PC Motherboard</td>
<td></td>
<td>1000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.4</td>
<td>Processor</td>
<td></td>
<td>1000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.5</td>
<td>RAM</td>
<td></td>
<td>1000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.6</td>
<td>HDD</td>
<td></td>
<td>1000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.7</td>
<td>PC SMPS</td>
<td></td>
<td>1000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
RFP Ref No. RFP/ITD/002/18-19 dated 03.07.2018- SELF SERVICE PASS BOOK PRINTING KIOSKS

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Description</th>
<th>Qty</th>
<th>Total Price (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.8</td>
<td>Printer Logic Board / Mother Board</td>
<td></td>
<td>1000</td>
</tr>
<tr>
<td>2.9</td>
<td>Printer Photo sensor plate</td>
<td></td>
<td>1000</td>
</tr>
<tr>
<td>2.10</td>
<td>Printer Fiber optic sensor</td>
<td></td>
<td>1000</td>
</tr>
<tr>
<td>2.11</td>
<td>Printer Power supply</td>
<td></td>
<td>1000</td>
</tr>
<tr>
<td>2.12</td>
<td>CIS camera Front</td>
<td></td>
<td>1000</td>
</tr>
<tr>
<td>2.13</td>
<td>CIS camera Rear</td>
<td></td>
<td>1000</td>
</tr>
<tr>
<td>2.14</td>
<td>Printer Mechanism</td>
<td></td>
<td>1000</td>
</tr>
<tr>
<td>2.15</td>
<td>Power distribution board</td>
<td></td>
<td>1000</td>
</tr>
<tr>
<td>2.16</td>
<td>Speakers</td>
<td></td>
<td>1000</td>
</tr>
<tr>
<td>3</td>
<td>Others</td>
<td></td>
<td>1000</td>
</tr>
<tr>
<td>3.1</td>
<td>Shifting of Kiosks within city</td>
<td></td>
<td>1000</td>
</tr>
<tr>
<td>3.2</td>
<td>Shifting of Kiosks outside city</td>
<td></td>
<td>1000</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TABLE VI – TOTAL COST OF OWNERSHIP:

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>TOTAL COST OF KIOSKS</th>
<th>Qty</th>
<th>Total Price (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Total amount under Serial No. 4(ADD)</td>
<td></td>
<td>TABLE I</td>
</tr>
<tr>
<td>2.</td>
<td>Total Amount under Serial No. 6 (ADD)</td>
<td></td>
<td>TABLE II</td>
</tr>
<tr>
<td>3.</td>
<td>Total Amount under Serial No. 4(ADD)</td>
<td></td>
<td>TABLE III</td>
</tr>
<tr>
<td>4.</td>
<td>Total Amount under Serial No. 4(ADD)</td>
<td></td>
<td>TABLE IV</td>
</tr>
<tr>
<td>5.</td>
<td>Total Amount under Serial No. 4(ADD)</td>
<td></td>
<td>TABLE V</td>
</tr>
<tr>
<td>6.</td>
<td>Grand Total</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

NOTE:

1. L1 will be determined based on the total price quoted by any of the technically qualified bidder in the Reverse Auction under Table VI Serial No. 6 (Grand Total). Entering into AMC with the successful bidder shall be strictly as per terms and conditions defined in Clause 1.6 of this RFP.

2. Cost of spares shall be inclusive of all charges including installation, configuration and labor charges. Spares cost should be as per market standards. Bank at its own discretion may ask L1 bidder to match the spare part prices with those of earlier procurements and market prices.

3. If any spare, specific to the Bidders’ Kiosks is not detailed in Table no V above, then such bidder, if selected as L1 Bidder shall be required to submit the prices of these spares along with price bid breakup detailed in clause 1.13 of this RFP. If no extra spares are mentioned as above, no extra cost for the same shall accrue to the Bank.

4. Spares cost is included for the purpose of determining L1 only. All the spares shall be provided free of cost during the period of comprehensive onsite warranty except in certain conditions as mentioned in clause 1.5 & 2.25 of this RFP.
RFP Ref No. RFP/ITD/002/18-19 dated 03.07.2018 - SELF SERVICE PASS BOOK PRINTING KIOSKS

We certify that the Kiosks quoted above meets the Technical Specifications as per Annexure-I (A) & (B) of the RFP No. RFP/ITD/002/18-19 Dated 03.07.2018 and prices quoted are all in compliance with the terms indicated in clause 1.11 of the RFP no RFP/ITD/002/18-19 Dated 03.07.2018. We also confirm that we agree to all the terms and conditions mentioned in this RFP/ITD/002/18-19 Dated 03.07.2018.

Authorized Signatory         Name and Designation         Office Seal
Place:
Date:
ANNEXURE - IV

LETTER OF AUTHORISATION FROM ORIGINAL EQUIPMENT MANUFACTURER (OEM)

We hereby authorise M/s. _________________________ (name of the company with address) to quote prices for the following Kiosks invited vide its RFP NO: RFP/ITD/002/18-19 Dated 03.07.2018.

<table>
<thead>
<tr>
<th>Make and Model – KIOSK ALONG WITH PERIPHERALS</th>
</tr>
</thead>
</table>

We also confirm the following:

I. Technical specification of the KIOSK quoted by the bidder meets the Specifications stipulated in the above-cited RFP.

II. In the event of bidder, not providing services or services provided by the bidder is not adequate, and then the same shall be provided to the Bank at the same terms and conditions of the RFP directly or through other partners / authorized resellers equivalent to the bidder.

III. The KIOSK for which the bid is submitted is for latest / running versions and is not marked to be withdrawn during the next 36 months and that spares for the same shall be available for the next 60 months.

Authorized Signatory        Name and Designation        Office Seal
Place:  
Date:  

Indian Overseas Bank
ANNEXURE –V

CLIENT REFERENCES

The following documents should be submitted as documentary proof as stipulated in clause 1.3 (Bidder Qualification Criteria).

1. Rate Contracts/ Purchase Orders.

2. Letters/Emails of Satisfactory Performance by Client.

The bidder shall submit the documents along with the following details on the company letter head duly signed and stamped by the authorized signatory.

<table>
<thead>
<tr>
<th>S.No</th>
<th>Client Details</th>
<th>Year in which the Kiosks supplied.</th>
<th>Total Order value.</th>
<th>Details of Kiosks supplied and installed. (List out of the make and model of Kiosks supplied)</th>
<th>Name and details of contact person of the organisation for reference.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
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<td></td>
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</tr>
</tbody>
</table>
## ANNEXURE VI

### DETAILS OF SUPPORT INFRASTRUCTURE AVAILABLE WITH BIDDER

<table>
<thead>
<tr>
<th>S No</th>
<th>Name of Regional Office Location</th>
<th>Contact details with names, address, contact Number, e-mail ID etc.</th>
<th>Specify whether direct service centers or exclusive franchisee service centers or authorized service centers</th>
<th>Number of Service Engineers attached</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Ahmedabad</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Bangalore</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Baroda</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Berhampur</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Bhopal</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Bhubaneswar</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Chandigarh</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Chennai –I</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Chennai –II</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Coimbatore</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Dehradun</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>12.</td>
<td>Delhi</td>
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<tr>
<td>13.</td>
<td>Ernakulam</td>
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<tr>
<td>14.</td>
<td>Erode</td>
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<td></td>
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<tr>
<td>15.</td>
<td>Guwahati</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>16.</td>
<td>Hyderabad</td>
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<td></td>
<td></td>
</tr>
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<td>17.</td>
<td>Jaipur</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>18.</td>
<td>Kancheepuram</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19.</td>
<td>Karaikudi</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20.</td>
<td>Kolkata (M)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>21.</td>
<td>Kolkata II</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>22.</td>
<td>Lucknow</td>
<td></td>
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<td>Ludhiana</td>
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<td>Madurai</td>
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<tr>
<td>25.</td>
<td>Mangalore</td>
<td></td>
<td></td>
<td></td>
</tr>
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<td>26.</td>
<td>Meerut</td>
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<td></td>
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</tr>
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<td>27.</td>
<td>Mumbai</td>
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</tr>
<tr>
<td>28.</td>
<td>Nagercoil</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>29.</td>
<td>Nagpur</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>30.</td>
<td>NCR Delhi</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>31.</td>
<td>Panaji-Goa</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>32.</td>
<td>Patna</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>33.</td>
<td>Pondicherry</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>34.</td>
<td>Pune</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
RFP Ref No. RFP/ITD/002/18-19 dated 03.07.2018 - SELF SERVICE PASS BOOK PRINTING KIOSKS

<table>
<thead>
<tr>
<th>No.</th>
<th>City</th>
</tr>
</thead>
<tbody>
<tr>
<td>35.</td>
<td>Raipur</td>
</tr>
<tr>
<td>36.</td>
<td>Ranchi</td>
</tr>
<tr>
<td>37.</td>
<td>Salem</td>
</tr>
<tr>
<td>38.</td>
<td>Siliguri</td>
</tr>
<tr>
<td>39.</td>
<td>Thanjavur</td>
</tr>
<tr>
<td>40.</td>
<td>Thiruvananthapuram</td>
</tr>
<tr>
<td>41.</td>
<td>Tiruchirapalli</td>
</tr>
<tr>
<td>42.</td>
<td>Tirunelveli</td>
</tr>
<tr>
<td>43.</td>
<td>Tuticorin</td>
</tr>
<tr>
<td>44.</td>
<td>Varanasi</td>
</tr>
<tr>
<td>45.</td>
<td>Vellore</td>
</tr>
<tr>
<td>46.</td>
<td>Vijayawada</td>
</tr>
<tr>
<td>47.</td>
<td>Visakhapatnam</td>
</tr>
<tr>
<td>48.</td>
<td>Warangal</td>
</tr>
</tbody>
</table>

We hereby certify that the details of direct service centers or exclusive franchisee service centers or authorized service centers mentioned above are of our own.

**Authorized Signatory**

**Name and Designation**

**Office Seal**

**Place:**

**Date:**
LETTER OF UNDERTAKING

The Assistant General Manager
Information Technology Department
Indian Overseas Bank
Central Office
763 Anna Salai
Chennai- 600 002

Dear Sir,

1. We hereby confirm that we agree to all the RFP terms and conditions of the RFP/ITD/002 /18-19 dated 03.07.2018, its Annexes, amendments made to the RFP without any pre-conditions. Any presumptions, assumptions, deviations given or attached as part of technical document (technical bid) be treated as null and void.

2. We confirm that the undersigned is authorized to sign on behalf of the company and the necessary support document delegating this authority is enclosed to this letter.

3. We also agree that you are not bound to accept the lowest or any bid received and you may reject all or any bid without assigning any reason or giving any explanation whatsoever.

Dated at__________ this ___________ day of ______________2018.

Yours faithfully,

For ________________
Signature: __________
Name: ________________

Authorized Signatory                      Name and Designation                      Office Seal
Place:                                     
Date:                                      

The Assistant General Manager  
Information Technology Department  
Indian Overseas Bank  
Central Office  
763 Anna Salai  
Chennai- 600 002

Dear Sir,

We hereby certify that; we have not been blacklisted in any Central Government / PSU / Banking / Insurance company/Financial Institution in India as on date of the RFP for a similar project.

We also certify that we have not been Banned/Barred by any Bank / PSU / Government Dept. for supply of passbook Kiosks for any reason viz. delay in supply of Pass Book Printing Kiosk along with Bar Code Printer, delay in providing in-time after-sales support at the site, or frequent breakdown of supplied items, etc. within 1 year of the date of issuance of RFP.

Authorized Signatory                 Name and Designation                                Office Seal
Place:                               
Date:                                

ANNEXURE - IX

PROFORMA OF BANK GUARANTEE (DELIVERY)

THIS GUARANTEE AGREEMENT executed at ___________ this ___ day of ________ Two Thousand Seventeen.

BY:

_________________________ Bank, (*) a body corporate constituted under Banking Companies Acquisition and Transfer of Undertakings Act, 1970 having its Registered Office / Head Office at ___________________ ____________, and a Branch Office at ___________________ ____________ (hereinafter referred to as “the Guarantor”, which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns)

IN FAVOUR OF:

Indian Overseas Bank, a body corporate constituted under Banking Companies Acquisition and Transfer of Undertakings Act, 1970, having its Central Office at 763 Anna Salai, Chennai 600 002 (hereinafter referred to as “the Bank”, which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns)

ON BEHALF OF:

M/s. __________________________ , a company within the meaning of the Companies Act, 1956 (I of 1956) and having its Registered Office at __________________________ (hereinafter referred to as “the Vendor”, which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns)

1. WHEREAS the Bank on ____________, has entered into a contract with the vendor for supply of Kiosks and installation at its Regional Offices, Branches and other offices located across the Country.

2. AND WEHEREAS pursuant to the Bid Documents, Purchase Order dated __________ and other related documents (hereinafter collectively referred to as “the said documents”), the Bank has agreed to purchase from M/s. __________________________ the said Kiosks,
more particularly described in the said documents, and the vendor has agreed to supply the said Kiosks to the Bank, subject to payment of price as stated in the said documents and also subject to the terms and conditions, covenants, provisions and stipulations contained in the said documents.

3. AND WHEREAS pursuant to the above arrangement, the Bank has placed a purchase Order with the said vendors and the vendors has duly confirmed the same.

4. AND WHEREAS in terms of the said documents, the vendor has agreed to deliver the said Kiosks within the period as mentioned in the contract and to provide an unconditional irrevocable performance Bank Guarantee in favor of the Bank from a Scheduled Commercial Bank other than Indian Overseas Bank acceptable to the Bank for securing the Bank towards faithful observance and performance by the vendor of the terms, conditions, covenants, stipulations, provisions of the Contract / the said documents.

5. AND WHEREAS at the request of the vendor, the Guarantor has agreed to guarantee the Bank, payment of Rs. ________________ (Rupees _____ _______________________________________ only, towards faithful observance and performance by the vendor of the terms of the contract.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

In consideration of the premises, the Guarantor hereby unconditionally, absolutely and irrevocably guarantees the Bank as follows:

6. The Guarantor hereby guarantees and undertakes to pay, on demand, to the Bank at its office at Chennai forthwith, the sum of Rs. ____________ or any part thereof, as the case may be, as aforesaid due to the Bank from the vendor, towards any loss, costs, damages etc., suffered by the Bank on account of default of the vendor in the observance and performance of the said delivery obligations and other terms, conditions, covenants, stipulations, provisions of the contract, without any demur, reservation, contest, recourse or protest or without any reference to the vendor. Any such demand or claim made by the Bank, on the Guarantor shall be final,
conclusive and binding, notwithstanding any difference or any dispute between the Bank and the vendor or any dispute between the Bank and the vendor pending before any Court, Tribunal, Arbitrator, or any other authority.

1. The Guarantor agrees and undertakes not to revoke this Guarantee during the currency of these presents, without the previous written consent of the Bank and further agrees that the Guarantee herein contained shall continue to be enforceable until and unless it is discharged earlier by the Bank, in writing.

2. The Bank shall be the sole judge to decide whether the vendor has failed to perform the terms of the contract for supplying the Kiosks, and on account of the said failure what amount has become payable by the vendor to the Bank under this Guarantee. The decision of the Bank in this behalf shall be final, conclusive and binding on the Guarantor and the Guarantor shall not be entitled to demand the Bank to establish its claim under this Guarantee but shall pay the sums demanded without any objection, whatsoever.

3. To give effect to this Guarantee, the Bank, may act as though the Guarantor was the principal debtor to the Bank.

4. The liability of the Guarantor, under this Guarantee, shall not be affected by
   i) any change in the constitution or winding up of the vendor or insolvency or any absorption, merger or amalgamation of the vendor with any other company, corporation or concern; or
   ii) any change in the management of the vendor or takeover of the management of the vendor by the Government or by any other authority; or
   iii) acquisition or nationalization of the vendor and/or of any of its undertaking(s) pursuant to any lay; or
   iv) any change in the constitution of the Bank / vendor; or
v) any change in the setup of the Guarantor which may be by way of change in the constitution, winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise; or

vi) the absence or deficiency of powers on the part of the Guarantor to give Guarantee(s) and/or Indemnities or any irregularity in the exercise of such powers.

5. Notwithstanding anything to the contrary contained herein:

Our liability under this Bank guarantee shall not exceed
Rs________ (Rupees ________________ only) and

This Bank guarantee shall be valid up to and
till............only, being the date of expiry of the Guarantee and

We are liable to pay up to the Guaranteed amount only and only if we receive from you a written claim or demand within the claim period not later than 12 months from the said expiry date relating to default that happened during the Guarantee period and all your rights under this Bank Guarantee shall be extinguished and our liability under the Bank Guarantee shall stand discharged unless such written claim or demand is received by us from you on or before........(**) being the date of expiry of the claim period"

For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising there from the courts of Chennai city where the Bank has its Central Office shall alone have jurisdiction to the exclusion of all other courts.

IN WITNESS WHEREOF the Guarantor has caused these presents to be executed on the day, month and year first herein above written as hereinafter appearing.

SIGNED AND DELIVERED BY
the within named Guarantor,
RFP Ref No. RFP/ITD/002/18-19 dated 03.07.2018- SELF SERVICE PASS BOOK PRINTING KIOSKS

______________________,
by the hand of Shri.________________________,
its authorised official.

(*) To be suitably altered depending on the nature of constitution of the bank that issues the guarantee.

(**) There shall be a claim period of 12(twelve) months from the date of expiry of the guarantee.
ANNEXURE X
PROFORMA OF BANK GUARANTEE (PERFORMANCE)

THIS GUARANTEE AGREEMENT executed at _________________ this ____ day of ____________Two Thousand Seventeen

BY:

________________________________________ Bank, (*) a body corporate constituted under Banking Companies Acquisition and Transfer of Undertakings) Act, 1970, having its Registered Office/ Head Office at ____________, and a Branch Office at ______________________________ (hereinafter referred to as “the Guarantor”, which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns)

IN FAVOUR OF:
Indian Overseas Bank, a body corporate constituted under Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its Central Office at 763, Anna Salai, Chennai 600 002 (hereinafter referred to as “Bank”, which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns),

1. WHEREAS the Bank, on _________________ has concluded a Contract with _________________ a company within the meaning of the Companies Act, 1956 (1 of 1956) and having its registered office at ______________________________ for supply of Kiosks (hereinafter collectively called “Kiosks”) and installation at its Regional Offices, Branches and other offices located across the Country.

2. AND WHEREAS pursuant to the Bid Documents, purchase order, and the other related documents (hereinafter collectively referred to as “the said documents”), the Bank has agreed to purchase from M/s…………………………….………………………who has agreed to provide to the Bank ………………….the said Kiosks, more particularly described in the said documents, subject to payment of the price as stated in the said documents and also subject to the terms, conditions, covenants, provisions and stipulations contained in the said documents.
3. **AND WHEREAS** pursuant to the above arrangement, the Bank, has concluded a Contract, with M/s. ........................................ on .......... (Hereinafter referred to as “the Vendor” which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns), subject to the terms and conditions contained in the said documents and the vendor has duly confirmed the same.

4. **AND WHEREAS** in terms of the Contract stated in the said documents, the vendor has agreed to warrant comprehensive maintenance of the entire Kiosks including the System, software, components and accessories supplied and to provide an unconditional and irrevocable performance bank guarantee, in favour of the Bank, from a Scheduled Commercial Bank other than Indian Overseas Bank acceptable to the Bank for securing the Bank towards faithful observance and performance by the vendor of the terms, conditions, covenants, stipulations, provisions of the Contract/the said documents.

5. **AND WHEREAS** at the request of the Vendor, the Guarantor has agreed to guarantee the Bank, payment of Rs. ___________ (Rupees ___________ only) towards faithful observance and performance by the Vendor of the terms of the Contract.

**NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:**

In consideration of the premises, the Guarantor hereby unconditionally, absolutely and irrevocably guarantees the Bank as follows:

6. The Guarantor hereby guarantees and undertakes to pay, on demand, to the Bank at its office at Chennai forthwith, an amount of Rs ......., as aforesaid due to the Bank from the Vendor, towards any loss, costs, damages, etc. suffered by the Bank on account of default of the Vendor in providing comprehensive maintenance as per the warranty and contractual terms and in the observance and performance of other terms, conditions, covenants, stipulations, provisions of the Contract, without any demur, reservation, contest, recourse or protest or without any reference to the Vendor. Any such demand or claim made by the Bank, on the Guarantor shall be final, conclusive and binding notwithstanding any difference or any dispute between the Bank
and the Vendor or any dispute between the Bank and the Vendor pending before any Court, Tribunal, Arbitrator, or any other authority.

1. The Guarantor agrees and undertakes not to revoke this Guarantee during the currency of these presents, without the previous written consent of the Bank and further agrees that the Guarantee herein contained shall continue to be enforceable until and unless it is discharged earlier by the Bank, in writing.

2. The Bank shall be the sole judge to decide whether the Vendor has failed to perform the terms of the Contract in providing comprehensive maintenance as per the warranty and contractual terms by the Vendor to the Bank, and on account of the said failure what amount has become payable by the Vendor to the Bank under this Guarantee. The decision of the Bank in this behalf shall be final, conclusive and binding on the Guarantor and the Guarantor shall not be entitled to demand the Bank to establish its claim under this Guarantee but shall pay the sums demanded without any objection, whatsoever.

3. To give effect to this Guarantee, the Bank, may act as though the Guarantor was the principal debtor to the Bank

4. The liability of the Guarantor, under this Guarantee shall not be affected by
   i) any change in the constitution or winding up of the Vendor or any absorption, merger or amalgamation of the Vendor with any other company, corporation or concern; or
   ii) any change in the management of the Vendor or takeover of the management of the Vendor by the Government or by any other authority; or
   iii) acquisition or nationalisation of the Vendor and/or of any of its undertaking(s) pursuant to any law; or
   iv) any change in the constitution of the Bank / Vendor; or
   v) any change in the setup of the Guarantor which may be by way of change in the constitution, winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise; or
vi) the absence or deficiency of powers on the part of the Guarantor to give Guarantees and/or Indemnities or any irregularity in the exercise of such powers.

5. Notwithstanding anything to the contrary contained herein:

   Our liability under this Bank guarantee shall not exceed
   Rs___________ (Rupees ________________ only) and

   This Bank guarantee shall be valid up to and
till............only, being the date of expiry of the Guarantee and

   We are liable to pay up to the Guaranteed amount only and only if we receive from
   you a written claim or demand within the claim period not later than 12 months from
   the said expiry date relating to default that happened during the Guarantee period
   and all your rights under this Bank Guarantee shall be extinguished and our liability
   under the Bank Guarantee shall stand discharged unless such written claim or
   demand is received by us from you on or before.......(**) being the date of expiry of
   the claim period"

   For all purposes connected with this Guarantee and in respect of all disputes and
differences under or in respect of these presents or arising there from the courts of
Chennai city where the Bank has its Central Office shall alone have jurisdiction to the
exclusion of all other courts.

   IN WITNESS WHEREOF the Guarantor has caused these presents to be executed
on the day, month and year first herein above written as hereinafter appearing.

   SIGNED AND DELIVERED BY
   the within named Guarantor,
   _________________________
   by the hand of Shri.________________________,
its authorised official.

(*) To be suitably altered depending on the nature of constitution of the bank that issues the guarantee.

(**) There shall be a claim period of 12(twelve) months from the date of expiry of the guarantee.
ANNEXURE XI

BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

To ..........................................................
..........................................................
..........................................................

WHEREAS _____________________________(Name of Tenderer) (hereinafter called "the Tenderer") has submitted its tender dated _________________ (Date) for the execution of (Name of Contract)__________________________ (hereinafter called "the Tender") in favour of _____________________________ (hereinafter called the "Employer"); KNOW ALL MEN by these presents that we, ______(name of the issuing Bank), a body corporate constituted under the ____________________________, having its Head Office at ______________________________ amongst others a branch/office at _________________ (hereinafter called "the Bank")(*) are bound unto the employer for the sum of Rs________________ (Rupees __________________ only) for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents; THE CONDITIONS of this obligation are:

(a) If the Tenderer withdraws its Tender during the period of Tender validity specified in the Tender; or

(b) If the Tenderer having been notified of the acceptance of his Tender by the Employer during the period of Tender validity;

(i) fails or refuses to execute the Agreement, if required; or

(ii) fails or refuses to furnish the performance security, in accordance with clause __________ of conditions of Contract.

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

Notwithstanding anything to the contrary contained herein:

i) Our liability under this Bank guarantee shall not exceed Rs_________ (Rupees _______________ only) and

ii) This Bank guarantee shall be valid up to and till.............only, being the date of expiry of the Guarantee and

iii) We are liable to pay up to the Guaranteed amount only and only if we receive from you a written claim or demand within the claim period not later than 12 months from the said expiry date relating to default that happened during the Guarantee period and all your rights under this Bank Guarantee shall be extinguished and our liability under the Bank Guarantee shall stand discharged unless such written claim or demand is received by us from you on or before.........(**) being the date of expiry of the claim period"
For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising there from the courts of Chennai city where the Bank has its Central Office shall alone have jurisdiction to the exclusion of all other courts.

IN WITNESS WHEREOF the Guarantor has caused these presents to be executed on the day, month and year first herein above written as hereinafter appearing.

SIGNED AND DELIVERED BY
the within named Guarantor,
______________________,
by the hand of Shri.___________________________,
its authorized official.

(*) To be suitably altered depending on the nature of constitution of the bank that issues the guarantee.

(**) There shall be a claim period of 12(twelve) months from the date of expiry of the guarantee.
The Assistant General Manager,
Information Technology Department,
Indian Overseas Bank,
Central Office,
763, Anna Salai,
Chennai – 600 002

Sir,

Sub: Confirmation for Government Rules relating to Minimum Wages:
Ref: Your Purchase Order No _______ dated_____

We refer to your purchase order no. Dated / Service Level Agreement awarding contract for ____________.

In this regard we confirm that the employees engaged by our Company o carryout the services in your bank for the above said contract are paid minimum wages / salaries as stipulated in the Government (Central / State) Minimum Wages / Salaries act in force. We also indemnify the Bank against any action / losses / damages that arise due to action initiated by Commissioner of Labor for noncompliance to the above criteria.

We further authorize the Bank to deduct from the amount payable to the Company under the contract or any other contract of the Company with the Bank if a penalty is imposed by Labor Commissioner towards non-compliance to the “Minimum Wages / Salary stipulated by government in the Act by your company.

Authorized Signatory    Name and Designation    Office Seal

Place:
Date:
ANNEXURE-XIII

FORMAT FOR NON-DISCLOURE AGREEMENT

THIS AGREEMENT made and entered into at Chennai on this the.....day of........2018 between Indian Overseas Bank, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Central Office at No.763, Anna Salai, Chennai, hereinafter called the “BANK” which term shall wherever the context so require includes its successors and assigns

AND

..............................a company incorporated under the Companies Act 1956 with its registered office at ......... and its local office at ........... ........... hereinafter called the “COMPANY” which term shall wherever the context so require includes its successors and assigns, WITNESSETH:

WHEREAS

The Bank is interalia engaged in the business of banking and in the course of such business activity intend to procure "Kiosks" for its Organization.

The Bank has short-listed the Company after completion of single enquiry process for supply and installation of “Kiosks”. The details of such activities are as per Purchase Order issued by the Bank, duly accepted by the Company.

The parties intend to engage in discussions and negotiations concerning establishment of business relationship between themselves. In the course of discussions and negotiations, it is anticipated that the parties may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information for the purpose of business relationship.

NOW THEREFORE THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

1. Confidential information-

Confidential information means all information disclosed/furnished by either party to another party in connection with the business transacted/ to be transacted between the parties. Confidential information shall include any copy, abstract, extract, sample, note or module thereof and electronic material or records.
2. Use of Confidential Information.

i. Each party agrees not to use the other’s confidential information for any purpose other than for the specific purpose. Any other use of such confidential information by any party shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement between the Parties hereto.

ii. The Company shall not commercially use or disclose for commercial purpose any confidential information or any materials derived there from, to any other person or entity other than persons in its direct employment who have a need to access and knowledge of the said information, solely for the purpose authorized above.

iii. The Company shall not make news release, public announcements, give interviews, issue or publish advertisements or Agreement, the contents/provisions thereof, other information relating to this agreement, the purpose, the Confidential information or other matter of this agreement, without the prior written approval.

3. Exemptions

The obligations imposed upon either party herein shall not apply to information, technical data or know how whether or not designated as confidential, that:

i. Is already known to the receiving party (i.e. the party receiving the information) at the time of the disclosure without an obligation of confidentiality

ii. Is or becomes publicly known through no unauthorized act of the receiving party

iii. Is rightfully received from a third party without restriction and without breach of this agreement

iv. Is independently developed by the Receiving party without use of the other party’s Confidential information and is so documented

v. Is disclosed without similar restrictions to a third party by the Party owning the confidential information

vi. Is approved for release by written authorization of the disclosing party; or

vii. Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that the Receiving party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the confidential information and
4. **Term**

This agreement shall be effective from the date of the execution of this agreement and shall continue till expiration or termination of this agreement due to cessation of the business relationship between the parties. Upon expiration or termination as contemplated herein the Receiving party shall immediately cease any or all disclosures or uses of confidential information and at the request of the disclosing party, the receiving party shall promptly return or destroy all written, graphic or other tangible forms of the confidential information and all copies, abstracts, extracts, samples, note or modules thereof.

The obligations of the Company respecting disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain.

5. **Title and Proprietary rights**

Notwithstanding the disclosure of any confidential information by the Company, the bank shall retain title and all intellectual property and proprietary rights in the confidential information. No license under any trademark, patent or copyright or application for the same, which exist or thereafter may be obtained by the Bank is either granted or implied by the conveying of confidential information.

6. **Return of confidential information:**

Upon written demand of the Bank, the firm shall (I) cease using the confidential information (ii) return the confidential information and all copies, abstracts, extracts, samples, note or modules thereof to the disclosing party within seven (7) days after receipt of notice and (iii) upon request of the disclosing party, certify in writing that the firm has complied with the obligations set forth in this paragraph.

Notwithstanding anything contained in this Agreement, the Company may retain sufficient documentation to support any opinion/advice that it may provide. Such documentation shall continue to be governed by the terms and conditions of this Agreement.

7. **Remedies:**
RFP Ref No. RFP/ITD/002/18-19 dated 03.07.2018- SELF SERVICE PASS BOOK PRINTING KIOSKS

The firm acknowledges that if it fails to comply with any of its obligations hereunder, the Bank may suffer immediate, irreparable harm for which monetary damages may not be adequate. The firm agrees that, in addition to all other remedies provided at law or in equity, the Bank shall be entitled to injunctive relief hereunder.

8. Entire Agreement:

This agreement constitutes the entire agreement between the parties relating to the matter discussed herein and supersedes any and all prior oral discussion and/or written correspondence or agreements between the parties. This agreement may be amended or modified only with the mutual written consent of the parties. Neither this agreement nor any rights, benefits and obligations granted hereunder shall be assignable or otherwise transferable.

9. Indemnity:

The Company agrees to keep confidential all information concerning the Bank that could be considered as “Confidential Information”.

The Company agrees that in the event of the breach of the clause above by disclosure of confidential information mentioned hereinabove the Company would indemnify and keep the Bank indemnified against all losses or damages and all action, suit, litigations or proceedings (including all costs, charges, expenses relating thereto) that the Bank may incur or suffer any damage to its property or reputation or otherwise howsoever as part of the assignment or other related jobs entrusted and done by the Company. The firm agrees that the amount of compensation as decided by the Bank will be final.

The Company agrees that the above compensation payable is in addition to any other right or remedy available to the Bank due to the breach of the covenants contained in this agreement including disclosure of confidential information.

10. Severability:

If any provision herein becomes invalid, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions and this agreement shall not be affected or impaired.

11. Dispute Resolution Mechanism:

In the event of any controversy or dispute regarding the interpretation of any part of this agreement or any matter connected with, arising out of, or incidental to the arrangement incorporated in this agreement, the matter shall be referred to arbitration and the award passed
in such arbitration shall be binding on the parties. The arbitral proceeding shall be governed by
the provisions of Arbitration and Reconciliation Act 1996 and the place of arbitration shall be
Chennai.

12. Jurisdiction

The parties to this agreement shall submit to the jurisdiction of courts in Chennai.

13. Governing laws

The provisions of this agreement shall be governed by the laws of India.

In witness whereof the parties hereto have set their hands through their authorized signatories

BANK
(Authorized Signatory)

COMPANY
(Authorized Signatory)
Ref:  
Dated:  

To,  
Indian Overseas Bank  

Sub: Submission of Offer for Tender ref: RFP/ITD/002/18-19 Dated 03.07.2018 FOR SUPPLY, INSTALLATION AND MAINTENANCE OF SELF SERVICE PASS BOOK PRINTING KIOSKS  

Dear Sir  

The Bidder acknowledges that Indian Overseas Bank stands committed to following the principles of transparency, equity and competitiveness in public procurement’ as enumerated in the integrity Agreement enclosed with the tender document.  

The Bidder agrees that the Request for Proposal is an invitation to offer made on the condition that the bidder will sign the enclosed Integrity Agreement, which is an integral part of the tender documents, failing which the Bidder will stand disqualified from the tendering process. The Bidder acknowledges that the bid would be kept open in its original form without variation or modification for a period of 180 days and the making of the bid shall be regarded as an unconditional and absolute acceptance of this condition of the NIT/RFP.  

Bidder confirms acceptance and compliance with the Integrity Agreement in letter and spirit and further agrees that execution of the said Integrity Agreement shall be separate and distinct from the main contract which will come into existence when bid is finally accepted by Indian Overseas Bank. The bidder acknowledges that the mere signing of Integrity pact between the Bidder and the Buyer does not in any way guarantee award of Contract to the Bidder. The bidder acknowledges and accepts the duration of the Integrity Agreement, which shall be in line with Article 8 of the enclosed Integrity Agreement.  

Bidder acknowledges that in the event of the Bidder’s failure to sign and accept the Integrity Agreement, while submitting the Bid, Indian Overseas bank shall have unqualified, absolute and unfettered right to disqualify the Bidder and reject the Bid in accordance with the terms and conditions of the tender.  

Yours faithfully,  
(Duly Authorized Signatory of the Bidder)
Annexure XV

PRE CONTRACT INTEGRITY PACT

Preamble

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on this the ___ day of ___ (month) 2018, between, on one hand, Indian Overseas Bank acting through Shri N Sekar, Chief Manager of Indian Overseas Bank, a nationalized Bank and an undertaking of the Government of India constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the First Part and M/s , a Company incorporated under the Companies Act, or a Partnership Firm registered under the Indian Partnership Act, 1932 or the Limited Liability Partnership Act, 2008 represented by Shri . , Chief Executive Officer/ all the Partners including the Managing Partner (hereinafter called the" BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment / Item/ Services) and the BIDDER/Seller is desirous of offering / has offered the stores/Equipment / Item / Services and

WHEREAS the BIDDER is a private company/public company / Government undertaking / partnership / LLP / registered export agency and is the original manufacturer / Integrator / authorized / Government sponsored export entity of the stores / equipment / item or Service Provider in respect of services constituted in accordance with the relevant law in the matter end the buyer is a Nationalized Bank and a Government Undertaking as such.

WHEREAS the BUYER has floated a tender (Tender No.: ) hereinafter referred to as “Tender / LTE” and intends to award, under laid down organizational procedures, contract/s purchase order / work order for (name of contract/order) or items covered under the tender hereinafter referred to as the "Contract".

AND WHEREAS the BUYER values full compliance with all relevant laws of the land, rules, bye-laws, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS, in order to achieve these goals, the BUYER has appointed Independent External Monitors (iM), to monitor the tender process and the execution of the Contract for compliance with the Principles as laid down in this Agreement.

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Pact or "Pact", the terms and conditions of which shall also be read as Integral part and parcel of the Tender documents and Contract between the parties.
NOW, THEREFORE in consideration of mutual covenants contained in this Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings, the parties hereby agree as follows and this Pact witnesseth as under:

The contract is to be entered into with a view to:

Enabling the BUYER to procure the desired said stores/equipment/item/Services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

Enabling BIDDERs to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any and all forms, by its officials by following transparent procedures.

The parties hereby agree hereto to enter into this Integrity Pact and agree as follows:

**Article 1: Commitments of the BUYER**

1.1 The BUYER undertakes that no official/employee of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party whether or not related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an undue and unfair advantage to that particular BIDDER in comparison to other BIDDERs. The BUYER will ensure to provide level playing field to all BIDDERs alike.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted breach(es) or breaches *per se* of the above commitments as well as any substantial suspicion of such a breach.

1.4. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.

**Article 2: Commitments of BIDDERs**
2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

2.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement of any kind to any official(s)/employee/persons related to such Official(s) / employees of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement of any kind to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Bank for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Bank.

2.3 The BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERs shall disclose their foreign principals or associates.

2.4 The BIDDER shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

2.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer / Integrator / authorized / government sponsored export entity of the stores/equipment/item/Services and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

2.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers, or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

2.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans,
technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care to avoid unauthorized disclosure of such information.

2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.11 The BIDDER undertakes not to instigate directly or indirectly any third person to commit any of the actions mentioned above.

2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term ‘relative’ for this purpose would be as defined in Section 6 of the Companies Act 1956 and as may be prescribed under the Companies Act 2013 and the relevant Rules.

2.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

Article 3 - Equal Treatment of all Bidders/Contractors/Subcontractors

3. Bidder(s) / Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the Principles laid down in this agreement/Pact by any of its Sub-contractors/sub-vendors.

3.1 The BUYER will enter into Pacts on identical terms as this one with all Bidders and Contractors.

3.2 The BUYER will disqualify those Bidders from the Tender process, who do not submit, the duly signed Pact, between the BUYER and the bidder, along with the Tender or violate its provisions at any stage of the Tender process.

Article 4: Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other Company/ PSU/ Nationalized Bank in any country in respect of any corrupt practices envisaged hereunder or with any Nationalized Bank/ Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER is liable to be disqualified from the tender process or the contract, if already awarded, is liable to be terminated for such reason.
4.3 The imposition and duration of the exclusion of the BIDDER will be determined by the BUYER based on the severity of transgression.

4.4 The Bidder/Contractor acknowledges and undertakes to respect and uphold the BUYER’s absolute right to resort to and impose such exclusion.

4.5 Apart from the above, the BUYER may take action for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the BUYER.

4.6 If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has implemented a suitable corruption prevention system, the BUYER may, at its own discretion, as per laid down organizational procedures, revoke the exclusion prematurely.

**Article 5: Criminal Liability**

If the BUYER acquires knowledge of conduct of a Bidder/Contractor, or of an employee or a representative or an associate of a Bidder/Contractor which constitutes corruption within the meaning of Prevention of Corruption Act, or if the BUYER has substantive suspicion in this regard, the BUYER will inform the same to the Chief Vigilance Officer.

**Article 6: Earnest Money (Security Deposit)**

6.1 While submitting commercial bid, the BIDDER shall deposit an amount ............... (to be specified in NIT / LTE) as Earnest Money/security deposit with the BUYER through any of the following instruments:

   (i) Bank Draft or a Pay Order in favour of .................................

   (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reason whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for payment.

   (iii) Any other mode or through any other instrument [to be specified in the LTE].

6.2 The Earnest Money/Security Deposit shall be valid upto the complete conclusion of the contractual obligations for the complete satisfaction of both the BIDDER and the BUYER or upto the warranty period, whichever is later.

6.3 In case of the successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

**Article 7: Sanction for Violations**
7.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf [whether with or without the knowledge of the BIDDER] shall entitle the BUYER to take all or any of the following actions, wherever required;

i. To immediately call off the pre-contract negotiations/ proceedings with such Bidder without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER[s] would continue.

ii. The Earnest Money Deposit [in pre-contract stage] and/or Security Deposit/Performance Bond [after the contract is signed] shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason there for.

iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

iv. To encash the advance bank guarantee and performance guarantee/ bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER along with interest.

v. To cancel all or any other Contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money[s] due to the BIDDER.

vi. To debar the BIDDER from participating in future bidding processes of the Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.

vii. To recover all sums paid in violation of this Pact by BIDDER[s] to any middleman or agent or broker with a view to securing the contract.

viii. In cases where irrevocable Letters of Credit have been received in respect of any-contract signed by the BUYER with the BIDDER, the same shall not be opened.

7.2 The BUYER will be entitled to take all or any of the actions mentioned at paragraph 7.1[i] to [x] of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf [whether with or without knowledge of the BIDDER], of an offence as defined in Chapter IX of Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 as amended from time to time or any other statute enacted for prevention of corruption.

7.3 The decision of the BUYER to the effect that a breach of the Provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor[s] appointed for the purposes of this Pact.

Article 8: Independent External Monitors

8.1 The BUYER has appointed Independent External Monitors [hereinafter referred to as Monitors] for this Pact in consultation with the Central Vigilance Commission. They are,

1. Prof. S. Sadagopan,
   Director, IIIT, Bangalore,
   26/C, Electronics City,
8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligation under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the document relating to the project/procurement, including minutes of meetings. The same is applicable to Subcontractors of the Bidder. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s) /Subcontractor(s) with confidentiality.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations.

8.6 The BIDDER accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his, project documentation. The same is applicable to Subcontractors also which the BIDDER shall note.

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8.9 If the Monitor has reported to The designated Authority of BUYER, a substantiated suspicion of an offence under Indian Penal Code/Prevention of Corruption Act as the case may be, and the designated Authority of BUYER has not, within the reasonable time taken visible action to proceed against such
offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information
directly to the Central Vigilance Commissioner.

8.10 The word 'Monitor' would include both singular and plural.

**Article 9: Facilitation of Investigation**

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

**Article 10: Law and Place of Jurisdiction**

This Pact is subject to Indian Laws. The place of performance and jurisdiction is as notified by the BUYER.

**Article 11: Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may
follow in accordance with the provisions of the extant laws in force relating to any civil or criminal
proceedings.

**Article 12: Validity**

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the
complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller,
including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall
remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

**Article 13: Code of Conduct**

Bidders are also advised to have a Code of Conduct clearly rejecting the use of bribes and other
unethical behavior and a compliance program for the implementation of the code of conduct throughout the company.

**Article 14: Examination of Books of Accounts**

In case of any allegation of violation of any provisions of this Integrity Pact or Payment of commission,
the Buyer or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder
shall provide necessary information of the relevant financial documents in English and shall extend all
possible help for the purpose of such examination.
Article 15: Legal and Prior Rights
All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Pact will have precedence over the Tender/Contract documents with regard to any of the provisions covered under this Pact.

Article 16: Other Provisions
This Pact is subject to Indian laws. The place of performance and jurisdiction is the Head Office/Head Quarters of the Division of the BUYER or as otherwise notified by the BUYER, who has floated the Tender.

16.1 Changes and supplements, if any, need to be necessarily made in writing and signed by the duly authorized representatives of the Bidder and the Buyer. It is clarified that there are no parallel/ Side agreements in this regard and that the present Agreement forms the full and complete agreement as regards the subject matter contained herein.

16.2 If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board resolution.

16.3 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

16.4 Any dispute or difference arising between the parties with regard to the terms of this Agreement/Pact, any action taken by the BUYER in accordance with this Agreement/Pact or interpretation thereof shall not be subject to arbitration.

The parties hereby sign this Integrity pact at ........................................on ........................

BUYER
Name of the Officer
Designation
Indian Overseas Bank

BIDDER
CHIEF EXECUTIVE OFFICER

Witness
1. 1.
2. 2.
SERVICE LEVEL AGREEMENT

This Service Level Agreement ("Agreement") is executed at Chennai on ............................. between Indian Overseas Bank, a body corporate constituted under the provisions of The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its registered office at Central Office, 763 Anna Salai, Chennai – 600 002, hereinafter referred to as "Bank" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the FIRST Part.

AND

………………………………………., (Name of the company) a Public/ Private (strike out whichever is not applicable) limited company incorporated under the Companies Act, 1956 and having its registered office at ………………………………………………. hereinafter referred to as "Vendor" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the SECOND Part.

WHEREAS:

the Bank desires to engage the services of Vendor as Service provider for ……………………………………….. as stated in the scope of RFP/ITD/………. dated …………. (Details as given in the Schedule A) and issued a Purchase Order (PO) No.ITD/…………………. dated ……………. This Agreement is valid as per the terms mentioned in PO & the subsequent renewals thereof as agreed by both the parties

and

Vendor has agreed to provide the services described in the PO and in this agreement on the terms and conditions set forth in RFP/ PO/ hereunder.

NOW, THEREFORE, the Parties agree as follows:

1. Definitions and Construction.
   1.1. Definitions. The following defined terms used in this Agreement shall have the meanings specified below:
   1.1.1. “Party” or “Parties” shall mean either Bank or the vendor or both, as the case may be.
   1.1.2. “Effective Date” means the date of acceptance of Purchase order.
   1.1.3. “Confidential Information” of the Parties shall mean all information and documentation of each Party, respectively, whether disclosed to or accessed by the other
in connection with this Agreement, including (A) with respect to Bank, (i) all Bank Data, Bank Intellectual Property and all other information of Bank or its providers, customers (including their employees and job applicants), suppliers, contractors and other third parties doing business with Bank, and (ii) any information developed by reference to or use of Bank’s Confidential Information, (B) with respect to Bank and the vendor, the terms of this Agreement; provided, however, that except to the extent otherwise provided by Law, the term “Confidential Information” shall not include information that (i) is independently developed by the recipient, as demonstrated by the recipient’s written or electronic records, without violating the disclosing Party’s proprietary rights, (ii) is or becomes publicly known (other than through unauthorized disclosure), (iii) is disclosed by the owner of such information to a third party free of any obligation of confidentiality, or (iv) is already known by the recipient at the time of disclosure, as demonstrated by the recipient’s written records, and the recipient has no obligation of confidentiality other than pursuant to this Agreement, and (C) with respect to the vendor, any and all (i) vendor Intellectual Property and New Intellectual Property, (ii) information or documentation relating to vendor’s business, business relationships, financial affairs, including financial reports, work plans, and structures, (iii) all other information of vendor or its partners, customers (including their employees), suppliers, contractors and other third parties doing business with the vendor, and (iv) any information developed by reference to or use of vendor’s Confidential Information.

1.1.4. “Intellectual Property” shall mean any patent, copyright, trademark or trade secret applicable to (a) processes, specifications, methodologies, procedures, and trade secrets, (b) software, tools and machine-readable texts and files, (c) literary work or other work of authorship, including documentation, reports, drawings, charts, graphics and other written documentation, and (d) proprietary trade names, brands, logos or slogans.

1.1.5. “Losses” shall mean any and all damages, fines, penalties, deficiencies, losses, liabilities (including settlements and judgments) and expenses (including interest, court costs, reasonable fees and expenses of attorneys, accountants and other experts or other reasonable fees and expenses of litigation or other proceedings or of any claim, default, or assessment).

1.1.6. “Services” shall mean, collectively, the services being provided by the vendor pursuant to this Agreement, and, during the Termination Assistance Period, the Termination Assistance Services.

2. Services.

Commencing on the Effective Date and continuing throughout the Term, Vendor shall be responsible for providing to Bank: (a) the Services in accordance with the terms of this Agreement and as described in Schedule A, and (b) any incidental services, functions and responsibilities not specifically described in this Agreement, but which are required for the performance and delivery of the Services in accordance with the terms of this agreement.
3. Operational Capabilities and Implementation.

3.1. Vendor shall provide such personnel and such Vendor Systems necessary to provide the Services described in Schedule A.

3.2. The provision of Services to the Bank and the timelines shall be in accordance with the Scope of Services set forth in Schedule A.


Vendor shall be responsible for the successful completion of Services and Vendor Customer relationship Manager shall be the single point of contact for all communications and support in this regard. Vendor shall be subject to the Change Control Procedures, which shall provide, at a minimum, that:

With respect to all changes, Vendor shall (a) schedule Changes so as not to unreasonably interrupt Bank’s business operations, and (b) prepare and deliver to Bank a notice and schedule for any planned Changes prior to the implementation.

Vendor shall update the Change Control Procedures as necessary and shall provide such updated Change Control Procedures to Bank for its approval and the same will be confirmed to Vendor by the Chief Operating officer.

5. Consents.

Vendor shall obtain, maintain and keep current, at Vendor’s expense, all Consents and Governmental Approvals. Upon Vendor’s request, Bank shall use its reasonable best efforts to cooperate with and assist Vendor in obtaining any such Governmental Approvals, to the extent reasonably possible.


Upon notice from Bank, Vendor shall provide records for inspection and assist Bank, or its designated third party contractor, and/or Reserve Bank of India and/or its auditors, if required and advised by the Bank to Vendor, with access to and any assistance (including financial records,
reports and supporting documentation) that they may require with respect to the Service Locations and the Vendor Systems for the purpose of performing audits or inspections of the Services.

7. **Bank's Trademarks:**

Bank's trademarks, service marks and trade names are the property of Bank, and Vendor agrees that it shall not use any of Bank's trademarks, service marks or trade names without Bank's approval. Vendor agrees not to register any Bank trademarks, service marks or trade names without Bank's approval. Vendor shall not, without Bank's approval, remove or alter any trademark, service mark, trade name, copyright, or other proprietary notices, legends, symbols, or labels appearing on or in materials pertaining to the Services and related documentation delivered to Vendor by Bank.

8. **Confidentiality.**

The recipient Party (Vendor) shall hold all Confidential Information relating to or obtained from the disclosing Party ("Bank") in strict confidence. Any and all Confidential Information shall be treated with the same degree of care and protection as it would treat its own Confidential Information. Except as permitted by this Agreement, neither Party or its Agents shall disclose, publish, release, transfer or otherwise make available Confidential Information to any other in any form to, or for the use or benefit of, any person or entity without the disclosing Party's consent. Each of the Parties shall, however, be permitted to disclose relevant aspects of the Disclosing Party's Confidential Information to its officers, professional advisors, subcontractors and employees, to whom such disclosure is reasonably necessary for the performance of its duties and obligations under this Agreement. The obligation as to the confidentiality shall survive even after termination of this agreement.

9. **Additional Covenants.**

The Parties covenant and agree that during the Term and Termination Assistance Period:

1) The Parties shall comply with all Laws applicable to them and shall obtain all applicable permits and licenses required of them in connection with its obligations under this Agreement;
2) Neither party will implement or design unauthorized methods for gaining access to the Bank, Vendor Systems, or Confidential Information; and
3) In respect of development of Software, the Business logic for the software developed is the sole proprietary of the bank and the same shall not be shared without prior written consent of the Bank.

10. **Insurance.**
Without limiting Vendor’s liability to Bank or third parties, Vendor will maintain will have and maintain such types and amounts of liability insurance as is normal and customary in the industry generally for parties similarly situated, and will upon request provide the Bank with a copy of its policies of insurance in that regard, along with any amendments and revisions there to. The financial liability of Vendor during the tenure of the contract and its subsequent renewals under this or any terms of this agreement other than under insurance total shall not exceed the fee it receives under the agreement.

11. **Indemnity:**

The vendor, shall indemnify and keep the Bank saved, harmless and indemnified against any claim which may be made against the Bank or loss, which may be suffered by the bank on account of any negligence, fraud, theft, robbery, forgery or any wrongful action/ inaction or breach of this agreement by vendor or its agents or its employees on account of engaging the services from vendor.

12. **Termination.**

*General Termination clause – To be taken from RFP in addition to the following.*

If Vendor defaults in the performance of any of its obligations under this Agreement and does not cure such default within thirty (30) days of receipt (the “Default Cure Period”) of a notice of default (the “Default Notice”), then Bank may, by giving notice to Vendor, terminate this Agreement as of the termination date specified in the Default Notice.

The bank has the right to terminate the agreement with immediate effect if the vendor is blacklisted or in case any fraud, forgery, theft, robbery or any wrongful action/ inaction or breach of this agreement caused by vendor or its agents or its employees.

13. **Termination Assistance.**

13.1 Vendor shall, upon Bank’s request, continue the performance of the Services during the Termination Assistance Period. The quality and level of performance during the Termination Assistance Period shall not be degraded. After the expiration of the Termination Assistance Period, Vendor shall (i) provide support to the extent of answering questions from Bank regarding the Services on an “as needed” basis and (ii) deliver to Bank any remaining Bank-owned reports and documentation still in Vendor’s possession.

13.2 Each Party shall, upon the later of (i) the expiration or termination of this Agreement and (ii) the last day of the Termination Assistance Period (the "End Date"):

(a) return, destroy or erase all Intellectual Property of the other Party; and  
(b) return to the other Party all assets owned, licensed or leased by the other Party.

14. **Resolution of Disputes**
In case of any disagreement or dispute between the Bank and the vendor, the dispute will be resolved in a manner as outlined hereunder.

The Bank and the Vendor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute between them on any matter connected with the contract or in regard to the interpretation of the context thereof. If, after thirty (30) days from the commencement of informal negotiations, the Bank and the Vendor have not been able to resolve amicably a contract dispute, such differences and disputes shall be referred, at the option of either party, to the arbitration of one single arbitrator to be mutually agreed upon and in the event of no consensus, the arbitration shall be done by three arbitrators, one to be nominated by the Bank, one to be nominated by the vendor and the third arbitrator shall be nominated by the two arbitrators nominated as above. Such submission to arbitration will be in accordance with the Arbitration and Conciliation Act 1996. Upon every or any such reference the cost of and incidental to the references and award shall be at the discretion of the arbitrator or arbitrators or Umpire appointed for the purpose, who may determine the amount thereof and shall direct by whom and to whom and in what manner the same shall be borne and paid.

Any dispute or difference whatsoever arising between the parties and of or relating to construction, operation or effect of this contract or the validity or the breach thereof, shall be settled by Arbitration in accordance with the Rules of Arbitration of the “SCOPE” and the award made in pursuance thereof shall be final and binding on the parties. Courts of Chennai city shall alone have jurisdiction to the exclusion of all other courts, in respect of all differences and disputes envisaged above.

15. Force Majeure:

No Party shall be liable to the other Party hereto for delays in performance of its obligations hereunder due to riot, act of God, war, fire, flood, invasion, earthquake, epidemics, interruption of transportation, embargo, explosion, strike, lockout or other labour troubles, actions of governmental authority, or any other causes similar to the forgoing which are beyond the reasonable control of such Party; the performance of obligations hereunder shall be suspended during, but no longer than, the existence of such cause. Performance of obligations is excused only for the time delay imposed by such causes and only to the extent that alternative means of performance are unavailable. If either Party is affected by Force Majeure it shall forthwith notify the other Party of its nature and extent.

16. Assignment:

The vendor shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Bank’s prior written consent.

17. Notices:
Except as otherwise specified in this Agreement, all notices, requests, consents, approvals, agreements, authorizations, acknowledgements, waivers and other communications required or permitted under this Agreement shall be in writing and shall be sent by e-mail, facsimile or delivered by hand or post.

18. **Waivers:**

No delay or omission by either Party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any Party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be signed by the Party waiving its rights.

19. **Entire Agreement:**

This Agreement and the Schedules to this Agreement represent the entire agreement between the Parties with respect to its subject matter, and there are no other representations, understandings or agreements between the Parties relative to such subject matter.

20. **Amendments:**

No amendment to, or change, waiver or discharge of, any provision of this Agreement shall be valid unless in writing and signed by an authorized representative of each of the Parties.

21. **Governing Law and Jurisdiction:**

This Agreement and the relationship between hereto shall be governed by the laws of India.

IN WITNESS WHEREOF, each of Bank and Vendor has caused this Agreement to be signed and delivered by its duly authorized representative on this … day of ........ (month) 2018 day of the year first written

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Schedule A

1. Scope of Services
2. Period of Contract
3. Technical Specifications
4. SLA
5. Delivery schedule
6. Installation.
7. Penalty
8. Any other clause specified in the RFP