



**REQUEST FOR PROPOSAL (RFP)  
FOR  
"SUPPLY OF NOTE AUTHENTICATOR CUM SORTING  
MACHINES (1+1)  
TO  
OUR IDENTIFIED BRANCHES"**

<b>RFP REFERENCE NO</b>	<b>: RFP 01/NASCM/2019-20</b>
<b>DATE OF RFP DOCUMENT</b>	<b>: 22.07.2019</b>
<b>DATE OF PRE BID MEETING</b>	<b>: 26.07.2019</b>
<b>LAST DATE FOR SUBMISSION OF RFP</b>	<b>: 06.08.2019</b>
<b>DATE OF OPENING OF TECHNICAL BID</b>	<b>: 07.08.2019</b>
<b>EARNEST MONEY DEPOSIT</b>	<b>: Rs. 30,000/-</b>
<b>NO. OF PAGES</b>	<b>: 66</b>

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**ISSUED BY: ASSISTANT GENERAL MANAGER**  
CANARA BANK  
PREMISES & ESTATE SECTION,  
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## CALENDER OF EVENTS

Sr No	EVENT	DATE	TIME
1	Date of Issue	22.07.2019	
2	Date of Pre Bid Meeting	26.07.2019	3:00 P.M
3	Date of Submission	06.08.2019	4:00 P.M
	Date of Opening of Technical Bid	07.08.2019	3:00 P.M
5	Date of Testing of machines	Will be intimated subsequently	
6	Date of opening of Financial Bid	Will be intimated subsequently	

**NOTICE INVITING RFP****REQUEST FOR PROPOSAL (RFP)  
FOR SUPPLY OF NOTE AUTHENTICATOR CUM SORTING MACHINES WITH  
1+1 STACKERS.**

Canara Bank a premier Indian Public Sector Bank having pan India presence wishes to procure the Note Authenticator cum sorting Machines for use at various Branches of the Bank in entire NORTH-EAST. Sealed bids under two bids concept (Technical Bid and Financial Bid) are invited for supply of Note Authenticator cum sorting Machines with facility to detect suspect currency notes as described in this document. A Firm submitting the proposal in response to this RFP shall hereinafter be referred to as Bidder.

Interested Bidders who are dealing in Supply of Note Authenticator cum sorting Machine with facility to detect suspect currency notes and meeting the following Eligibility Criteria may respond.

**ELIGIBILITY CRITERIA**

S.N	Criteria	Documents Required
1.	The Bidder should have minimum of 3 years experience in the activity of supply and maintenance of currency Note Authenticator / Note sorting machines capable of detecting suspect notes.	Manufacturer / Dealer Certificate. Order copies older than 3 years from the date of this RFP
2.	Bidder must have a minimum of Rs. 1.00 Crore Annual average turnover per year during the last three financial years ending 31.03.2017, 31.03.2018, 31.03.2019 from Currency note sorting machine Business in India.	1) Audited Balance Sheet and P&L Account for the three years mentioned. 2) Certificate from Chartered Accountant certifying the turnover of last three financial year ending 31.03.2017, 31.03.2018, 31.03.2019 from currency note sorting machine business.
3	The Bidder should have supplied 100 Nos Note Authenticator cum Sorting Machines (NASM) 1+1 Pocket, during any one of the three years 2016-17, 2017-18 & 2018-19 to any scheduled commercial Banks in India.	1) Purchase order copies issued by the Bank. 2) Satisfactory completion certificate from Bank indicating the date and quantities supplied in respect of the above mentioned purchase order, clearly mentioning model supplied.
4	The Bidders desirous of quoting should have their own manufactured brand and plant in any part of the world for the note sorting machine and should have a permanent office or a subsidiary company	Declaration from the manufacturing company signed by the Competent Authority with details of address of manufacturing plant and address of Office / Subsidiary in India.

	in India. OR  If the Bidder is not an Original Equipment Manufacturer (OEM) and only an authorized dealer, they should have valid authorization letter from their OEMs to deal/market their product in India and such authorization letter should be valid for a further period of minimum <b>5 years</b> from the date of RFP.	Authorization letter from OEM as per <b>Annexure C</b> in case of authorised dealers.
5.	The Bidder should be able to provide qualified service engineers for attending the problems if any during the Warranty/AMC period. The availability of services of the engineers for the proposed locations as per <b>Annexure G</b> should be ensured.	Qualified Engineers should be employee of the company. The Bidders to furnish their existing service centre infrastructure details like contact details with postal address, no. of engineers, and jurisdiction of the engineer etc as per <b>Annexure A 2</b> .
6.	The Model quoted by the bidder should have been released /operational in the Market for at least <b>12 months</b> before the date of this RFP.	Proof of order one year prior to dated of RFP to be submitted
7	<b>Model offered</b> by the Vendor should have passed the testing done at <b>National Test House, Chennai</b> in recent time. The test shall comply the technical specifications & guidelines on Note Authentication and Fitness Sorting Parameters (Testing procedures) as per <b>Annexure E</b> .	Copy of Test Certificate from National Test House, Chennai (Govt of India), complying bank's Technical specifications & testing procedure to be submitted.
8	Vendor should submit Integrity pact Agreement duly filled and Signed.	Integrity Pact agreement as per Annexure- M

Before submission of the offer, the Bidders are requested to read the following instructions and the terms and conditions.

## **A. GENERAL RULES & INSTRUCTIONS TO BIDDERS.**

### **1. BIDDING PROCEDURE.**

#### **1.1. Contents of the bid.**

##### **1.1.1 Contents of the Technical Bid:**

- a. All pages of this RFP as downloaded from the website duly signed on all pages.
- b. Masked price bid. This should be a photocopy of the actual Price Bid (**Annexure D**) with prices masked.
- c. Bidder's Covering letter. This should be as per **Annexure A** with list of clients where the model quoted is supplied.
- d. Power of Attorney / authorization with the seal of the bidder's company / firm in the name of the person signing the RFP documents.
- e. Authorization letter for attending the bid opening as per **Annexure B**.
- f. Earnest Money Deposit (EMD) in the prescribed form.
- g. Profile of the Company / Firm as per **Annexure A1** and **A2**.
- h. Documents in support of all eligibility criteria.**
- i. Technical Compliance Statement and model quoted as per **Annexure A3**.
- j. Technical Offer as per Specifications given in **Annexure E** should be complete with all the columns filled in
- k. Technical Documentation (Product Brochures, leaflets, manuals, drawings). An index of technical documentation submitted with the offer must be enclosed.
- l. Media containing the detailed pictures of the machine its dimensions and functioning of the machine etc.
- m.** A detailed list of the other **site requirements** for machine operational and functioning of the machine covering space, ventilation, temperature, power requirement and other safety precautions.
- n. It is mandatory to furnish the make & model of the machine quoted.
- o. Integrity Pact duly signed as per **Annexure M**.

##### **1.1.2. Contents of the Financial Bid.**

- a. Sealed financial bid as per **Annexure D** which should contain all price information, including AMC details.

#### **1.2 Submission of Bids**

##### **1.2.1. Technical Bid**

The Technical Bid for Note Authenticator cum sorting Machines is to be sealed in a separate Envelope superscribed on the top of the cover as "**RFP NASCM/2019-20 Dt. 22.07.2019 - Technical Bid for Note Authenticator cum sorting Machines.**". The Technical Bid must contain EMD/ Bank Guarantee. The bids submitted without EMD will be rejected. Placing of EMD in any other cover i.e. financial bid will make bid invalid and Bank shall disqualify such bids.

1.2.2. The Technical Bid should be complete in all respects and contain all information sought for. The Technical Bid **should not contain any price information**. The Technical Bid should be complete to indicate that all products and services sought for are quoted.

### 1.2.3. Financial Bid

The Financial Bid for Note Authenticator cum sorting Machine is to be sealed in a separate envelope superscribed on the top of the cover as “**RFP NASCM/2019-20 Dt. 22.07.2019** - Financial Bid for Note Authenticator cum sorting Machines. ”.

Financial Bid (also called price bid) shall be submitted as per Bill of Material and other terms and conditions of RFP on prices. The Financial Bid should give all relevant price information as per **Annexure D**. The Financial Bid must not contradict the Technical Offer in any manner.

Under no circumstances the Financial Bid should be kept in Technical Bid Covers. The bids will be rejected in case the placement of Financial Bid in Technical Bid covers.

1.2.4. All the pages of Bid including Brochures should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the bid should be page initiated with Name, Seal and Signature of the Authorized Signatory. Signing on all pages of RFP will be treated as a confirmation of offer of having accepted the conditions.

1.2.5. The separately sealed envelopes containing Technical Bid and Financial Bid for Note Authenticator cum sorting Machines shall be placed and sealed in another big outer envelope superscribed on the top of the envelope as “**Offer for Supply of Note Authenticator cum sorting Machines**” in response **RFP NASCM/2019-20 Dt. 22.07.2019**”. The Name of the Bidder and due date for submission is to be specifically mentioned on the top of the envelope.

1.2.6. The bid/s should be handed over to **Manager /Senior Manager, Premises & Estate Section, Circle Office, Guwahati** on or before **06.08.2019, 3:00 PM**. If last day of submission of bids is declared a holiday under NI Act by the Government subsequent to issuance of RFP the next working day will be deemed to be the last day for submission of the RFP. No offer will be accepted by email or Fax.

1.2.7. Bidders / their authorised representatives are requested to be present during the opening of the bids. If any of the Bidders or all the bidders who submitted are not present during the specified date and time of opening it will be deemed that such Bidder is not interested to participate in the opening of the Bid/s and the Bank will proceed further with opening of the technical bids in their absence.

- 1.2.8 All the Bids shall be submitted in English Language in Font size 12 and above.

### 1.3 Opening of Bids.

- 1.3.1 The Technical Bid shall be opened in the presence of the Bidder's representatives present on **07.08.2019, at 3:00 PM at Premises & Estate Section, Circle Office, Guwahati**. Bidder's authorized representative may be present in the venue well in time along with a copy of authorization (Original as per the format Annexure -B to be enclosed in Technical Bid) and sign in Tender / RFP Register during opening of Technical Bid.
- 1.3.2 The bidders may note that no further notice will be given in this regard. Further, in case the bank does not function on the aforesaid date due to unforeseen circumstances or holiday then the bid will be accepted up to 3.00 PM on the next working day and bids will be opened at 3:30 PM at the same venue on the same day.
- 1.3.3 The Bidder shall get their Note Authenticator cum sorting Machine tested at National Test House Chennai as per Technical specifications & testing procedures of Canara bank as per **Annexure E**. The cost of testing charges, transportation, insurance and any related expenses will have to be borne by the bidders and no reimbursement will be made to any of the bidders. The Certificate shall not be older than 1 year from date of RFP.

- 1.3.3.1 The Test Certificate covers the following tests:

- Speed test to check the machine's speed;
- Authenticity check with reference to the features of genuine notes as disclosed by the RBI to sort suspect notes;
- Fitness sorting with reference to the fitness parameters laid down by RBI;
- Consistency test to check the consistency of the machine's performance;
- Stress test to check the suitability of the machine to work continuously for long hours.

## 2. DETERMINATION OF L-1 PRICE

The L1 price will be determined on the basis of the lowest price quoted in the Price Bid as per the Bill of Material **Annexure D** on Total Cost of Ownership (TCO) basis and the L1 bidder will be determined accordingly.

Total Cost of Ownership will be calculated as follows.

**TCO = Cost of machine + Present value of the AMC cost for 4 years after warranty.**

Basing on the TCO, Ranking of the Bidders will be determined.

The Present Value (PV) for the AMC component per year will be calculated as per the following formula:



$$PV = \frac{C}{(1+r)^n}$$

Where 'C' is the annual AMC amount of each year

'r' is Bank's prevailing Base Rate which is presently 10.50%.

'n' is 1 for 1st year, 2 for 2nd year.....4 for 4<sup>th</sup> Year.

### 3. OFFER VALIDITY PERIOD.

3.1 The Offer submitted and the Price quoted therein shall be valid for **3 Months** from the date of opening of RFP i.e. technical bid and for such further period as may be requested for by the bank, and agreed to in writing by the bidder.

### 4. PROPOSAL OWNERSHIP

4.1 The proposal and all supporting documentation submitted by the bidder shall become the property of the Bank.

### 5. MODIFICATIONS AND WITHDRAWALS OF BID/S

5.1 Offer cannot be modified or withdrawn by a Bidder after submission of Bid/s. Incase any modification required on account of clarifications in Technical bids, such modifications can be done with the prior approval of the bank.

### 6. PRE-BID MEETING

6.1 A pre-RFP meeting of the intending bidders will be held at **03:00 PM on 26.07.2019** at **Premises & Estate Section, Circle Office, Guwahati** to clarify any point/doubt raised by them in respect of this RFP. No separate communication will be sent for this meeting.

All communications regarding points requiring clarifications and any doubts shall be given in writing to the **Asst. General Manager, Premises & Estate Section, Circle Office, Guwahati** by the intending bidders before **01:00 PM on 26.07.2019**.

6.2 Authorized representatives of interested bidders shall be present during the scheduled time with authorization letter. The Bank shall clarify the queries during the pre-bid meeting followed by confirmation in Banks website. No individual consultation / communications shall be entertained.

### 7. SCRUTINY OF OFFERS.

7.1 The Bank will scrutinise the Bid/s received to determine whether they are complete in all respects as per the requirement of RFP.

7.2 The Technical Bid will be evaluated only for those bidders who submit EMD in the same cover and based on the stipulated eligibility criteria and RFP Terms.

7.4. The bidders who comply with the eligibility criteria will be qualified for further evaluation and the Price Bid of such pre qualified bidders will be opened with due communication by the Bank.

## **8. SHORTLISTING OF BIDDERS & MODELS.**

8.1 The bidders who comply the eligibility criteria will be included in the Panel of **Vendors & Model offered** for a period of one year from date of RFP. For further requirement, limited tenders will be called from this list of Panel Vendors. However Vendor shall be allowed to quote only model short listed by this RFP process.

## **9. CLARIFICATION OF OFFERS**

During the process of scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, seek clarifications from all the bidders/any of the bidders on the offer made by them. The request for such clarifications and the Bidders response will necessarily be in writing and it should be submitted within the time stipulated by the Bank, failing which the bids are liable for rejection.

## **10. NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER**

10.1. The Bank is not bound to accept the lowest bid or any offer / bid or to assign any reason for non-acceptance. It also reserves its right to reject any or all the offers / Bids without assigning any reason thereof whatsoever.

10.2. The Bank will not be obliged to meet and have discussions with any bidder and /or to entertain any representations in this regard.

10.3 The bidder including those, whose RFP is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by them through or in connection with his submission of RFPs, even though the Bank may opt to modify/withdraw the RFP / Recall the RFP.

## **11. INCOMPLETE OFFERS WILL BE REJECTED.**

11.1. The incomplete offers will be rejected without any further reference. Such rejections may take place in case of non-adherence to the format or partial submission of technical information as per the format given in the offer or not Furnishing the information sought for.

## **12. ERASURES OR ALTERATIONS.**

Offer shall be submitted on prescribed Form only, the documents downloaded from website have to be duly filled and submitted and no other format shall be used, except for Proformas which shall be submitted in the letter head. Wherever required, particulars can be submitted in annexure but such details shall be clearly mentioned in respective columns in the original document.

All the documents, enclosures, and correspondence will form the part of contract. Offer in any other format other than the prescribed in this document shall be liable

for rejection. The applicant shall submit an under taking in **Annexure - L** stating that no changes, alterations are made in the offer documents issued by the Bank or downloaded from the website and same is submitted to the Bank.

### **13. ALTERNATIVE OFFERS /BIDS.**

A Bidder/s should specifically quote for one model and no alternate models should be quoted. Any bidder with multiple quoting for multiple models will be rejected. **The model quoted should be mentioned in Annexure A-3 and Annexure D.**

### **14. EARNEST MONEY DEPOSIT.**

14.1 The bidder shall furnish Earnest Money Deposit (EMD) of **Rs. 30,000/-** by way of Demand Draft drawn on any scheduled Commercial bank in favour of Canara Bank, payable at Guwahati.

14.2. No interest is payable by Bank on EMD.

14.3 EMD can also be submitted in the form of Irrevocable Bank Guarantee. The same shall be issued by Scheduled Commercial Bank in India for **Rs. 30,000/-** with validity for a minimum period of 6 months from the last date for submission of offer. The format for submission of EMD in the form of Bank Guarantee shall be as per Annexure-H. The EMD can also be submitted in the form of fixed deposit receipt with lien noted in favour of Canara Bank, Head Office for an amount of Rs ..... for a period of 6 months

14.4 The EMD should be placed in the Technical Bid only.

14.5 The EMD of the Bidders not qualified under Technical Bid and unsuccessful bidder in the financial bid will be returned.

14.6 The EMD of the successful bidder shall be returned within 7 days after signing of agreement and depositing of the Security Deposit as per terms & conditions of the RFP by the bidder.

14.7 The EMD may be forfeited/ Bank Guarantee may be invoked in the following instances :

14.7.1 If the bidder withdraws or amends the bid during the period of bid validity specified in this document.

14.7.2 If the successful bidder fails to sign the agreement and / or fails to furnish Performance Guarantee/ Security Deposit in accordance with the terms of this RFP with in 14 days from the date of receipt of the Purchase Order from the Bank.

### **15.0 PROVISIONS FOR MICRO & SMALL ENTERPRISES (MSES):-**

As per Government of India's Public Procurement Policy act 2012, certain benefits will be given for MSE Units if **APPLICABLE**. The details are as under.

15.1 The Public Procurement Policy shall apply to MSEs registered with District Industries Centres or Khadi Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises.

15.2 MSEs participating in Tender/RFPs and qualified for opening price bid, quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 in a situation where L1 price is from someone other than a MSE & such MSE shall be allowed to supply up to 20% of total Tender/RFP value. In case of more than one such MSE, the supply shall be shared proportionately (to Tender/RFP quantity).

15.3 MSEs are also exempted from paying Tender/RFP fee/cost, EMDs. For getting the benefits in case of MSE firms, shall submit relevant documents such as valid MSE registration Certificates and certificate from DIC/KVIC etc. as applicable.

## **16.0 INTEGRITY PACT.**

16.1 Integrity Pact format is enclosed as Annexure - M, the same to be duly filled and submitted along with offer. Name & E-mail address of Independent External Monitor (IEM) of the Canara bank is given as under.

Sri Hari Santosh Kumar: [hsantoshkumar50@gmail.com](mailto:hsantoshkumar50@gmail.com)

Sri Dilip Mavinkurve : [dilipmav@gmail.com](mailto:dilipmav@gmail.com)

**ASSISTANT GENERAL MANAGER  
CIRCLE OFFICE, GUWAHATI**

## B. TERMS AND CONDITIONS:

### 1. EFFECTIVE DATE

1.1 The contract shall come into effect from the date of receipt of purchase order by the successful bidder.

### 2. SCOPE CONTRACT.

The scope of purchase contract shall include Supply and delivery of machines securely packed in good condition, making operational, training to the Branch officials and maintenance of machines for 5 years (including warranty) thereof at various branches offices of Banks in India.

**This RFP consists of following requirements.**

Sl No	Item details	No. of Machines Required	Locations
1	Supply of Note Authenticator cum sorting Machines confirming to the Technical Specifications as per <b>Annexure E</b> and maintenance for 5 years (Including warranty period).	<b>15 Nos. (fifteen) Number of machine may increase also.</b>	Vendor has to supply Note Sorting Machine in any branches under Guwahati Circle.

It may be noted that the requirement given in this RFP is indicative only and Bank will have the option to purchase 10% more or less than the quantity specified in this RFP at the same price and the Terms & Conditions of the RFP.

Making operational of machines at respective site should be carried out by the bidder for free of cost.

### 2.3 Definition: The definitions of the words used shall be as follows:

Bidder - Firm participating for subject RFP.

Bank - Canara Bank.

Branches - Canara Bank's Branches.

Note - Currency Note issued by RBI.

Contract - Agreement / Order between Bank and lowest bidder.

Machine: Note Authenticator cum sorting Machine (NA-S) - 1+1 stackers.

Vendor: Successful bidder on whom the Purchase Order is placed by Bank.

### **3. TIME PERIOD.**

- 3.1 The supply and made the machine operational has to be completed within a period of **3 (three)** months from the date of receipt of the Purchase order by the bidder.
- 3.2. Time is the essence of the Contract. Time Period for delivery and made the machine operational shall be firm and binding on the bidder / vendor.
- 3.3. The successful bidder shall co-ordinate the activities relating to provision of infrastructural facilities within the scope of the Bank. Such facilities shall be specifically listed out by the Bidder at the time of submission of the RFP.
- 3.4. The delay and made the machine operational will attract Liquidated Damages as per clause 7 of the terms & conditions of RFP.
- 3.5 The warranty period will start from the date of machine operational as certified by the Bank in writing.

### **4. PRICE.**

- 4.1. The Price/s quoted for supply of the Note Authenticator cum sorting Machine must be made in Indian Rupees only and shall include the following:
    - a. All duties and importing cost.
    - b. Rates shall be exclusive of GST and inclusive of all other applicable Taxes, Octroi / Entry Tax.
    - c. Cost of any other miscellaneous items supplied by the Bidder for functioning of the machine if any.
    - d. Packing, Transportation and Forwarding charges to the site.
    - e. Making machine operational at free of cost.
    - f. Local levies in the country of origin and shipment
    - g. Minimum of One-Year Comprehensive On-site Warranty from the date of the machine operational at site including free preventive service once in three months.
    - h. Future Up gradations issued by the RBI / Bank for total Five years (1+4) years.
  - 4.2 If the bidder fails to include any other expenditure/item in the RFP, no claim thereof will be considered by the bank afterwards.
  - 4.3 The AMC prices shall be firm and binding without any escalation whatsoever for entire period of 4 years of contract after warranty period of one year.
  - 4.4 No escalation in price is permitted for any reason whatsoever. Prices quoted must be firm till the completion of the contract i.e. supply, testing, and operationalizing the machines warranty period and AMC period.
- 5. AGREEMENT:** The Successful bidders shall sign an agreement on bank prescribed format as per Annexure I with the Bank within 14 days from the date of receipt of Purchase Order.

## 6. DELIVERY.

- 6.1. The delivery has to be made at the locations detailed will be available in final work order.
- 6.2. In the event of any change / modification in the locations where the Note Sorting Machine is to be delivered, the bidder in such cases shall deliver, at the modified locations at no extra cost to the Bank. However if the Note Sorting Machine is already delivered, and if the modification in location is made after delivery, the bidder shall carry out operationalizing work for free of cost and the modified location and the Bank in such cases shall bear the shifting charges / arrange shifting. The Warranty / AMC should be applicable at the altered locations also.
- 6.3 The order will be deemed as incomplete if any component of the Note Authenticator cum sorting Machine is not delivered or is delivered but not operational or not acceptable to the Bank after acceptance testing / examination. In such an event, the supply and made the machine operational will be termed as incomplete and Note Authenticator cum sorting Machine will not be accepted and the warranty period will not commence. The machine will be accepted only after complete operational of the machine.
- 6.4 If the Bidder fails to deliver and / or made the machine operational (Note Authenticator cum sorting) ordered within the stipulated time schedule or by the date extended by the Bank, the same shall be treated as a breach of contract. Partial supply of the ordered quantity shall also be considered as breach of contract. In such case, the Bank may invoke the proportionate amount of Security Deposit / Bank Guarantee.
- 6.5 The Bank will not arrange for any Road Permit / Sales Tax clearance for delivery of machine to different locations and the Bidder is required to make the arrangements for delivery of machine to the locations as per the list of locations / items provided from time to time by the Bank. However, the Bank will provide letters / certificate / authority to the Bidder, if required.
- Import / Export license, if any required shall be arranged by the bidder only on his own, at his own cost. Failure to obtain required licence from the competent authority will not be considered as Force majeure.
- 6.6 Operationalizing of the Note Authenticator cum sorting Machine will be deemed as complete only when the same is certified by the Branch In charge in accordance with the Terms & Conditions of this RFP.
- 6.7. **Post Delivery Test:** The Bank reserves the rights to test i.e. both technical and stress test at least one out of 60 machines after delivery at site. The selection of the machines for testing shall be random selection at Banks discretion. The cost of such testing and related expenses shall be borne by the Bank. Any failure of the machines to meet the rules, terms and conditions of RFP as a result of post delivery tests either fully or partially, will Empower Bank to reject all the machines supplied to Bank against the purchase order of this RFP.

In such events the bidder shall supply new machines on the same rules, terms and conditions of the RFP. Any delay due to such failure will attract Liquidated Damages as stipulated in this RFP and no extensions will be permitted.

**7. LIQUIDATED DAMAGES FOR DELAY**

7.1 If the bidder fails to deliver and operationalizing the machines within the specified time, the Bank shall have the option to accept or reject the machine delivered by the bidder after the expiry of the time period specified in the RFP. In case of acceptance of the delayed operational of the machine, the bidder shall be liable to pay the Bank the following amount as Liquidated damages at the rates specified below, for each completed week of delay or part thereof, on the cost price of the machine as per item 1 of BOQ.

Liquidated Damages per week of delay or part thereof	0.5% of the cost of the Machine (i e item 1 of BOQ) per week subject to a maximum of 10% of the cost per machine (i e item 1 of BOQ)
--	--

**For the purpose of this clause, Supply and delivery at each location shall be treated as separate entity.**

7.2. The bidder agrees and considers that the liquidated damages set out herein above are fair and reasonable and that he will raise no objection or dispute with regard to the bank’s right to recover the liquidated damages.

7.3. The liquidated damages shall be deducted / recovered by the bank from any money due or becoming due to the bidder under this purchase contract or may be recovered by encashment of bank guarantees or otherwise from bidder.

**8. TERMS OF PAYMENT**

The following terms of payment shall be applicable to this contract.

8.1. Bank will not pay any advance.

8.2. Payment shall be made after completion of Satisfactory Post delivery test as per clause 6.7 of the Terms and Conditions.

8.3. 90% of the Invoice value against receipt of the machines at respective sites, and completion all work against submission of the following:

- a. Vendor’s signed Financial invoice (IN DUPLICATE)
- b. Manufacturer’s Inspection and Test certificates.
- c) Machine receipt and testing Certificate signed by the Branch In charge as per Banks approved format.

8.4. 10% of Invoice value on completion of 2 months of satisfactory functioning and submission of certificate from the Branch head / in charge as per bank’s approved format OR Alternately release of payment of 100 % of the invoice value against operationalizing and submission of above documents and a Bank Guarantee from a



Scheduled Bank other than Canara Bank, for 10% invoice value for a period of 2 Months from the date of machine operational at site. In case of payment against BG, Bank shall reserve the right to invoke the BG if machine fails to function satisfactorily during these 2 months.

Please note that Bidder's Signed Financial Invoice, *Delivery Proof and machine operational Reports duly signed by bank officials of the respective branch / office should be submitted in originals only while claiming payment* in respect of orders placed.

## 9. SECURITY DEPOSIT.

- 9.1. The successful bidder should submit a Security Deposit for **10 % value of the contract** within fourteen **days** from the date of receipt of the Banks' purchase order. If the Security Deposit is not submitted within the stipulated time, Bank reserves rights to cancel the order and forfeit the EMD.
- 9.2. The successful bidder should submit Security Deposit by way of DD drawn on Canara Bank or Performance Bank Guarantee issued by a Scheduled Bank in India other than Canara Bank. No interest shall be payable by the Bank on the above security deposit. The format of performance BG is shall be as per **Annexure K**.
- 9.3. Security deposit if submitted in the form of Performance Bank Guarantee, the guarantee period should be valid for 15 months from the date of placing the order or till expiry of warranty period, whichever is later. The guarantee should also contain a claim period of three months from the last date of validity.
- 9.4. 50% of the security deposit / bank guarantee will be returned to the bidder / vendor within 15 days after completion of warranty period subject to satisfactory performance of the machines as per the RFP rules, terms & conditions and deducting the recoveries if any. The Balance 50 % of the security deposit shall be retained by the Bank for the duration of AMC period of 4 years for due performance of the AMC. In case of the performance BG the vendor shall submit a fresh BG for the revised amount and the period.
- 9.5. The selected bidder shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of incomplete work and unsatisfactory performance during the warranty period.
- 9.6. The Bank shall invoke the Bank guarantee before the expiry of validity, for breach of contract and or if the guarantee is not extended, or if the selected bidder fails to complete his obligations under the contract. The proceeds of the guarantee shall be payable to the Bank.

## 10. ORDER CANCELLATION.

The Bank reserves its right to cancel the entire / unexecuted part of Purchase Order at any time by assigning appropriate reasons in the event of one or more of the following conditions treating it as default / non performance of the contract:

1. Fails to accept the purchase order within the specified time.
2. Fails to sign the agreement within the specified time.

3. Fails to deposit the Security deposit/performance guarantee within the specified time.
4. Delay in delivery beyond the specified period.
5. Partial Delivery.
6. Serious discrepancies noted in the items delivered.
7. Breaches in the terms and conditions of the Order.

In addition to the cancellation of purchase order, the Bank shall invoke the Bank Guarantee or forfeit the Security Deposit given by the bidder towards non performance/non compliance of the terms and conditions of the contract, to appropriate the damages to the extent of number of machines not delivered, defective machines.

## **11. SOFTWARE, DRIVERS AND MANUALS.**

- 11.1. The bidder shall supply along with each Note Authenticator cum sorting Machine ordered, all the related documents and necessary media of the software loaded in the machine without any additional cost. The media and documents shall be in English. These will include but not restricted to User Manual, Operation Manual, Other Software and Drivers etc.
- 11.2. All related documents, manuals, catalogues and information furnished by the bidder shall become the property of the Bank.

## **12. WARRANTY.**

- 12.1 The entire machine including its accessories etc. shall be under Comprehensive Onsite Warranty covering all parts, maintenance or support for its proper operation, performance and output as specified in the RFP for a **Period of 12 months** from the Date of satisfactory operational of Machines and Certified by the Branch In Charge in writing.
- 12.2 The supplied machine shall be free from defective material and workmanship and any shortfall/defect that may appear/be detected within 12 months from the date of site acceptance, which in the opinion of the Bank has arisen from bad design, material and/or workmanship, shall upon intimation to the bidder, be made good at the bidder's own risk within 2 days.
- 12.3 During the said warranty period of 12 months, the bidder shall without any extra cost, carry out all routine and special maintenance of the Note Authenticator cum sorting Machine and attend to any difficulties/defects/replacements that may arise in the operation of the system. There should be regular **preventive maintenance at least once in three months.**
- 12.4 The Bidder should further guarantee that the Note Authenticator cum sorting Machine shall be brand new and based on proven and established technology and shall be suitable for Indian conditions.

- 12.5 The defective or replaced parts shall be returned to the Bidder upon request and at his cost and responsibility. The Bank will, however, render such assistance in the matter as will expedite the same.
- 12.6 If the Bidder on account of the defects and/or repairs replaces certain items by changing the design or materials, such change shall not reduce the performance of the equipment as per the technical specification.
- 12.7 The issue of machine operational, certificate/inspection certificate/approval by the Bank shall in no way relieve the Bidder from the provisions of this clause.
- 12.8 If the bidder does not rectify either by repair or replacement, such defects and put back the machine into satisfactory operation within 2 working days from the date of notice by the Bank or does not complete the said rectification with reasonable diligence, a penalty of Rs.1000/- per day per machine subject to a maximum of cost of machine will be levied and deducted from the security deposit or such other/any other sums payable to the bidder. If the machine cannot be repaired within the stipulated time, the bidder shall arrange for a standby machine.
- 12.9 Bank reserve rights to forfeit the Security Deposit deposited by the vendor incase of any breach / deviations on part of vendor on any service related issues or warranty issues or any breach in the contact during warranty period.

### **13. ANNUAL MAINTENANCE CONTRACT.**

- 13.1 The Bank, at its discretion may enter into Annual Maintenance Contract with the bidder.
- 13.2. The support for maintenance of Note Authenticator cum sorting Machine supplied should be available for a minimum period of 4 years after warranty period by the bidder.
- 13.3. The Bidder shall quote his rates per year per machine for all inclusive (comprehensive) maintenance service inclusive of Charges/Fee, but **exclusive of applicable GST**, which will be paid as per actual by Bank after the expiry of Warranty period, for minimum period of Four years.
- 13.4. The rate of AMC must be quoted both in words and figures in the Financial Bid separately for maintenance contract (which shall cover replacement of defective parts) for 4 years after the expiry of warranty.
- 13.5. The AMC Charges should cover the regular maintenance of the machine, cost of the replaced parts, consumables and also the manpower cost except electrical power.

It may be noted by the bidder that Bank will not provide any kind of assistance in the form of men/material and the Bidder will have to make his own arrangements for deputing the required skilled manpower including all necessary spares for setting right the reported/observed defects. These rates shall remain firm and valid for a period of **Four years** from the date of expiry of the warranty period.

Repairs to the Machines and trouble shooting of software in the event of any breakdown, the scope of the contract shall include all costs, transport, handling, insurance charges and including all taxes, duties, levies for the following.

- 13.5.1. Preventive maintenance like periodical servicing, trouble shooting, settings, adjustments, cleaning, oiling, greasing at periodical intervals to ensure (i) smooth and trouble free working of the system and (ii) the performance of the machine at the contracted capacity.
  - 13.5.2 Troubleshooting, settings, adjustments including cost of repair/supply of spares/ components/ sub-systems.
  - 13.5.3 The bidder has to update the features of the Note Authenticator cum sorting Machine as per the guidelines issued by the regulator (RBI) regarding the matter related to issue/sorting/quality etc., of currency notes from time to time, free of cost.
- 13.6. AMC Payment will be made once in a half year in advance during the period.
- 13.7. Any breakdown of the machine/ shortfall in its performance will be intimated to the bidder by the Bank and the bidder shall attend to the fault and rectify the same within 5 working days of reporting the fault. If the machine is not put back into satisfactory operation within 5 working days, a similar stand-by machine in good working condition shall be provided at the cost of the bidder failing which a penalty at the rate of Rs 400/- per working day per machine for first 15 days. If the machine cannot be made serviceable into regular operation within 15 working days then penalty of Rs.1000/- (Rupees one Thousand only) per day beyond 15 days will be imposed and deducted subject to maximum 1.00 Lacs from any payment due to the bidder or from the EMD or by invoking the Performance Guarantee.
- 13.8. The Bank shall have the option to terminate the service contract any time during the contract period by giving a written notice of 3 months, without assigning any reason thereof. However, the contractor shall commit himself to the service contract for a minimum period of 4 years, unless the service contract is terminated by the Bank and bidder will have no right to terminate the contract within this period.
- 13.9. Bank reserve rights to forfeit the Security Deposit deposited by the vendor incase of any breach / deviations from the vendor side on any service related issues or any breach in the contact during AMC period.
- 13.10. There should be a preventive maintenance during the AMC period, such preventive maintenance should be at **least once in three months**. If the preventive maintenance is not attended, as stipulated proportionate charges, based on the AMC amount for first year after the onsite warranty period of 3 years quoted by the supplier, will be deducted from any payment due to the bidder or from the EDM or by invoking the Performance Guarantee.

#### 14. TRAINING.

The successful bidder shall associate the Bank's staff during the testing of the Note Authenticator cum sorting Machines. . The successful Bidder shall train Bank's staff in proper Operation, Trouble identification, Trouble shooting and routine maintenance of the Note Authenticator cum sorting Machine for each and every location on a mutually agreed Date & Time.

#### **15. LOCAL SUPPORT.**

The bidder should be capable of meeting the service & support standards as specified in this RFP. Service support should be available during all Bank working days/ hours.

#### **16. PATENT.**

The bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of Note Authenticator cum sorting Machine supplied by them.

#### **17. PUBLICITY.**

Any publicity by the bidder in which the name of the Bank is to be used will be done only with the explicit written permission of the Bank.

#### **18. GUARANTEES FOR SOFTWARE.**

The bidder should guarantee that the Note Authenticator cum sorting Machine delivered to the Bank are brand new, including all components. In the case of software, the bidder should guarantee that the software supplied to the Bank is licensed and legally obtained. All hardware and features must be supplied with their original and complete printed documentation.

#### **19. SPARE PARTS**

The bidder will make the spare parts for the Note Authenticator cum sorting Machine available for a minimum period of 4 years after warranty period.

If any of the peripherals / components are not available during the warranty / AMC period, the substitution shall be carried out with peripherals / components of equivalent or higher capacity.

#### **20. NEGLIGENCE.**

In connection with the contravenes the provisions of General Terms, If the bidder neglects to execute the order with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the bidder liable for the damages that

the Bank may sustain in this behalf. Thereafter, the Bank may make good the losses at the risk and cost of the Contractor.

## **21. RESPONSIBILTY FOR COMPLETENESS**

Any supplies and services which might not have been specifically mentioned in this RFP but are necessary for the design, engineering, manufacture, supply and operationalizing, completeness of the order, shall be provided / made available as per the time schedule for smooth and efficient operation and maintenance of the machine under Indian condition.

The Bidder shall be responsible for any discrepancies, errors and omissions in the drawings or other information submitted by him irrespective of whether these have been approved, reviewed or otherwise accepted by the bank or not. The bidder shall take all corrective measures arising out of discrepancies, error and omission in drawings and other information as mentioned above within the time schedule and without extra cost to the bank.

## **22. FORCE MAJEURE**

The bidder shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the bidder, i.e. Force Majeure.

For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the bidder, resulting in such a situation.

In the event of any such intervening Force Majeure, the Bidder shall notify the Bank in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the Bank, the Bidder shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the Bidder shall hold consultations with each other in an endeavor to find a solution to the problem.

Under no circumstances the bidder will be entitled to any compensation, damages or extra cost. Notwithstanding above, the decision of the Bank shall be final and binding on the Bidder.

## **23. RESOLUTION OF DISPUTES.**

All disputes and differences of any kind whatsoever, arising out of or in connection with this Offer or in the discharge of any obligation arising under this Offer (whether

during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days notice in writing to the other party clearly setting out there in the specific disputes. In the event of absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators; one to be nominated by each party and the said arbitrators shall appoint a presiding arbitrator. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration. In case the Proposal is not received as required above on or before the said date and time, Bank shall presume that bidder is not interested proceeding with the dispute. The venue of arbitration shall be Bangalore, INDIA.

#### **24. JURISDICTION**

The Purchase Contract / Annual Maintenance Contract shall be governed by the Laws and Regulations of India for the time being in force and will be subject to the exclusive jurisdiction of the Courts in Guwahati, India.

#### **25. UPGRADATION**

Features should be upgradeable so as to incorporate the additional/new features of Bank Notes as and when introduced by RBI and also should be capable of sorting a particular series as soiled notes as directed by the Bank/ RBI . Bidder to provide necessary features for all denominations of bank notes in Note Authenticator cum sorting Machine for detection of suspect notes.

**ASSISTANT GENERAL MANAGER  
CIRCLE OFFICE, GUWAHATI**

**ANNEXURE - A**

**Covering letter format**

Offer Reference No:

Date:

To

**The Asst General Manager,  
Premises & Estate Section,  
Circle Office, Guwahati**

Dear Sir,

**RFP Ref: RFP NASCM/2019-20 Dt. 22.07.2019**

Having examined the RFP document including all Annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, and carry out operationalizing for Note Authenticator cum sorting Machine and maintain them in conformity with the said RFP in accordance with the schedule of prices indicated in the Financial offer and made part of this offer.

If our offer is accepted, we undertake to complete delivery operationalizing and handing over the Note Authenticator cum sorting Machine to the Bank within three months for all locations as specified in the offer document.

We enclose a Demand Draft /Bank Guarantee in lieu of EMD for Rs. .... in favour of Canara Bank as EMD.

We agree to abide by this offer till 3 months from the date for opening of the RFP and for such further period as may be requested for by the bank, and agreed to in writing by us. We also agree to keep the Earnest Money Deposit/Bank Guarantee in lieu of EMD during the entire validity period of the RFP. However if we withdraw our offer within the said validity period, you shall have the right to forfeit the EMD/invoke the Bank Guarantee in lieu of EMD, without reference to us. We agree to abide by and fulfill all the terms and conditions of the RFP and in default thereof, to forfeit and pay to you or your successors, or authorized nominees such sums of money as are stipulated in the conditions contained in RFP together with the return acceptance of the purchase contract for supply of the Note Authenticator cum sorting Machines. .



We enclose a list of clients in India (giving their full addresses) where the model quoted by us now have been supplied by us and the name and addresses of our Bankers.

We also confirm that we have not been disqualified by any PSU bank for supply of Note Authenticator cum Sorting Machine.

Our PAN number for Income Tax is \_\_\_\_\_.

We are registered with the Sales Tax/Service Tax authorities and our registration numbers are as follows.

GST Registration Number is \_\_\_\_\_.

We accept all the Instructions and Terms and Conditions of the subject RFP.

We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive without assigning any reason whatsoever.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2019

Signature. \_\_\_\_\_

**Signature of the Authorized Signatory with date & seal**

ENCLOSED : 1) EMD : DD No.s .....

BG No.

**ANNEXURE - A1****Particulars of Bidders / Manufacturer**

Sr No	Particulars	
<b>A</b>	<b>Company/Bidder Profile</b>	
1.	Name of the Bidders/Firm Company	
2.	Constitution	
3.	Date of Establishment/Incorporation	
4.	Address Registered Office Corporate Office	
5.	Telephone No FAX No E-mail Address Website	
6.	Sales Turnover 2016-2017 2017-2018 2018-2019	
7.	Domestic Customer Base (Number of Sorting Machines installed in India)	
8.	Service Net Work (Number of Service in.....)	

Sr. No	Particulars	
<b>B.</b>	<b>Manufacturer's Profile</b>	
1.	Name of the Manufacturing Company	
2.	Constitution of the Manufacturing Company	
3.	Date of Establishment/Incorporation of the Manufacturing Company	
4.	Address of the Manufacturing Company  Registered Office  Corporate Office	
5.	Telephone No  FAX No  E-mail Address  Website	
6.	Nature of Relationship of your company with the Manufacturing Company.  Subsidiary of the Manufacturing Company/Division of Manufacturing Company/Sole Distributor/Non Exclusive Distributor/Agent/Others  Please Specify	
7.	Experience of the Manufacturing Company in Sorting Machines	

**Signature of the Authorised Signatory with date & seal**

**ANNEXURE - A2**

**Details of Offices/ Branches /Service Centers in .....**

Sr No	Place	Postal Address	Contact Details  (including Name of In charge and his contact no. email etc)	Service Facilities Available (Describe)	No of Engineers	Jurisdiction
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

**Signature of the Authorised Signatory with date & seal**

**ANNEXURE - A3**

**Technical compliance Statement**

Declaration

We hereby undertake to agree to abide by all the terms & conditions stipulated in the RFP document

We certify that the systems / services offered by us for RFP conform to the specifications stipulated in the RFP form

We have quoted for the Model.....

**Signature of the Authorised Signatory with date & seal**

**ANNEXURE - B**

**Authorization letter format**

To

**The Asst General Manager,  
Premises & Estate Section,  
Circle Office, Guwahati**

.....

Dear Sir,

SUB: Authorization Letter for attending the Bid Opening

REF: YOUR RFP NO: - \_\_\_\_\_ Dt \_\_\_\_\_.

This has reference to your above RFP for supply of \_\_\_\_\_. Mr. Miss/Mrs.  
\_\_\_\_\_ is hereby authorized to attend the bid  
opening of the above RFP \_\_\_\_\_ DT: \_\_\_\_\_ on \_\_\_\_\_

on behalf of our organization.

The specimen signature is attested below:

\_\_\_\_\_  
Specimen Signature of Representative

\_\_\_\_\_  
Signature of Authorizing Authority

\_\_\_\_\_  
Signature of Attesting Authority

\_\_\_\_\_  
Name of Authorizing Authority

**ANNEXURE -C**

**Manufacturer's Authorization Form**

No. \_\_\_\_\_ dated. \_\_\_\_\_.

To

**The Asst General Manager,  
Premises & Estate Section,  
Circle Office, Guwahati**

.....

Dear Sir,

RFP Reference No. \_\_\_\_\_

We \_\_\_\_\_ who are established and reputed manufacturers of \_\_\_\_\_ having factories at \_\_\_\_\_ and \_\_\_\_\_ do hereby authorize M/s \_\_\_\_\_ (Name and address of the Agent/Dealer) to offer their quotation, negotiate and conclude the contract with you against the above invitation for RFP offer.

We hereby extend our full guarantee and warranty as per terms and conditions of the RFP and the contract for the equipment and services offered against this invitation for RFP offer by the above firm and will extend technical support for a period of **5 years** from the date of submission of this RFP.

Yours faithfully

(Name)

For and on behalf of  
M/s \_\_\_\_\_

(Name of Manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a competent person of the manufacturer.

### ANNEXURE - D

#### Bill of Material and Price Schedule

Supply of the Note Authenticator cum sorting Machine (1+1):

Model Quoted:

S.No	Description of Items	Unit Measurement	Quantity	Rate Per unit (Rs)	Amount / Total Cost (Rs)
1	Cost of the Note Authenticator cum sorting Machine with all the required hardware, software, and other miscellaneous items as per RFP including, transportation, operationalizing of the machine at site with 12 months of warranty and service during the warranty all as per this RFP. <b>The Price shall be Basic price i,e including cost of transportation, insurance, Duties and charges etc, excluding GST.</b>	Nos.	15		
2	Comprehensive Annual maintenance Charges exclusive of applicable GST after expiry of warranty period				
2.1	AMC for the 1st year ( after warranty period of 12 months)				
2.2	AMC for the 2nd year				
2.3	AMC for the 3rd year				
2.4	AMC for the 4th year				



Authorized Signature on behalf of the Bidder with full Name.

Notes:

- This bill of material including these Notes, duly filled up and signed, shall be submitted as Financial Bid in a separate sealed envelope as detailed in Instructions to Bidders. A photocopy of the Financial Bid with the prices masked shall be attached in Technical Bid as 'masked price bid'. Technical Bid without 'masked price bid' will be liable for rejection.
- Bidder must take care in filling price information in the Financial Offer, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly.
- All the above prices should be inclusive of all imports cost, duties, excise duty. Etc. and exclusive of GST.
- The AMC charges shall be **exclusive of applicable GST**.
- The Present Value (PV) of the AMC price offered for all the years shall be added to the price of the Machines offered, for the purpose of evaluation of the price bid and arriving at L1. The Present Value (PV) for the AMC component will be calculated as per the following formula:

$$PV = \frac{C}{(1+r)^n}$$

Where 'C' is the annual AMC amount of each year

'r' is Interest Rate presently it is 9.10%.

'n' is 1 for 1st year, 2 for 2nd year ..... 4 for 4th year

We understand that the above-mentioned figure is for price-comparison purpose only and the bank will pay on actual, taking into account the unit prices quoted by us.

We confirm that we have quoted for 4 years post warranty AMC rates (as per terms and conditions of the RFP), giving the rates/price in our Financial Offer.

Date:

Place:

Signature  
(name)  
on behalf of

\_\_\_\_\_  
(Name of the bidder)

**Annexure - E****TECHNICAL SPECIFICATIONS****NOTE AUTHENTICATOR CUM SORTING MACHINE (NACSM 1+1 POCKETS)**

The machines shall perform authenticity check with reference to the features of genuine notes as disclosed by the Reserve Bank of India from time to time. Any note which is not found to be having all the features of a genuine note shall be classified by the machine as suspect.

Notes can only be recycled / reissued if they are evaluated as genuine and fit according to the parameters laid down by RBI (see Guidelines on Note Authentication and Fitness Sorting Parameters attached). Authenticity check is a prerequisite for fitness sorting. Fitness sorting can be done only in case of genuine notes. The machines shall be able to identify and separate suspected counterfeits and notes which are unfit for circulation in terms of these standards in a reliable and consistent fashion.

A fit note is a note that is genuine, sufficiently clean to allow its denomination to be readily ascertained and thus suitable for recycling. An unfit note is a note that is not suitable for recycling because of its physical condition or belongs to a series that has been phased out by Reserve Bank of India. All the fitness parameters laid down by RBI are to be evaluated individually. A note must pass all the fitness parameters to be considered fit for recycling.

If the Machine offered by the bidder meets with the following specifications and requirements, the bidder's response to be given as "YES", otherwise the exact specification should be given.

Sl. No.	Details	Remarks by Bidder
1	Model number of machine	
2	Model- Desk top - Ergonomic design, sturdy, capable of working in dusty, hot and humid conditions in India	
3	Number of Stackers with capacity -1 Nos	
4	Number of Reject Stackers with capacity - One	
5	Minimum Processing Speed - 25000 Notes/hour. Machine programmable for diverse sorting parameters	
6	Feeding Capacity - Minimum 500 Notes with Assisted Feed mechanism	
7	Machine should work on both orientation of the notes	
8	First Note recognition	
9	Denomination sorting	
10	Orientation sorting	
11	Facing sorting	
12	Machine must detect and sort suspect Notes	

13	Fitness sorting: The machines shall perform the following fitness sorting functions as per criteria and standards laid down in RBI Guidelines on Note Authentication and Fitness Sorting Parameters:	
	A Soiling	
	B Limpness:	
	C Dog-Ears	
	D Tears:	
	E Holes:	
	F Stains:	
	G Graffiti:	
	H Crumples/Folds:	
	I Decolouration:	
	J Repair:	
	K Mutilated, Imperfect and Mismatched Notes	
14	Batching Arrangement with indication in sound or light	
15	Table top model	
16	Machine should have LCD graphic mode Digital display of information with value / Nos. of Notes. That should be Dual display for note counting at cashier as well as towards customer end.	
17	Tape Note: Machine should have sensors for detection of tape note in counting as well fitness sorting modes.	
18	Counterfeit: Machine to have detection of counterfeit note in counting and fitness sorting modes.	
19	Machine should indicate the reason for rejected notes	
20	Up gradation of software : Up gradation of Software or Hardware for new features or changes in existing denomination of notes or type of notes as suggested by RBI time to time and to be free of charge	
21	Sensors : The machine should have all type of sensors like Dual Contact Image Sensor (CIS) scan Sensor, magnetic sensor, UV sensor, thickness sensor , infrared sensor, security thread detection etc to check all type of Note authentication and sorting etc.	
22	Machine should be capable of capturing the serial number of the bank notes, the serial number should be able to capture in Laptop or PC and can be retrieved for banks reference.	
23	The technology must be image based or equivalent.	
24	User interface machine should have provision to attach printer, display with function, menu keys, external display for count of notes at no extra cost.	
25	Printer interface facility must be provided free of cost	
26	Power supply requirements and consumption	
27	Voltage stabilizer - inbuilt or external? (At no extra cost).	
28	Warranty (1 years, unconditional)	

29	Machines should have Central Monitoring facility (Optional)	
30	Details of EMD: DD No..... Date.....Amount..... Bank..... Payable at..... Or BG No.....Date..... Amount..... Issue Bank.....	

### Annexure - E

#### Guidelines on Note Authentication and Fitness Sorting Parameters

( Ref: DCM(R&D)No.G-26/18.00.14/2009-10 dated May 11, 2010 from RBI)

### 1. Introduction

A fit note is a note that is genuine, sufficiently clean to allow its denomination to be readily ascertained and thus suitable for recycling. An unfit note is a note that is not suitable for recycling because of its physical condition or belongs to a series that has been phased out by Reserve Bank of India. All the fitness parameters laid down in this document are to be evaluated individually. A note must pass all the fitness parameters to be considered fit for recycling.

These parameters provide the minimum standards for cash handling machines used by banks (hereinafter called 'the machines'). Notes can only be recycled / reissued if they are evaluated as genuine and fit according to these parameters. Authenticity check is a prerequisite for fitness sorting. Fitness sorting can be done only in case of genuine notes. The machines shall be able to identify and separate suspected counterfeits and notes which are unfit for circulation in terms of these standards in a reliable and consistent fashion.

The Reserve Bank of India phases out certain series (issue) of notes from circulation from time to time. These notes, though considered legal tender unless otherwise specified, are unfit for recycling. As and when the Reserve Bank of India decides to phase out a specific series (issue) of a specific denomination of notes, the machines shall sort all the phased out notes as unfit, irrespective of their physical condition.

### 2. Applicability

These parameters are applicable to machines operated by banks, either directly by their staff or indirectly by their agents. These machines can be of any of the following:

- (i) machines which check the authenticity and fitness of notes, i.e. note processing machines / note sorting machines, and
- (ii) machines which check only the authenticity of notes, i.e. note authentication machines. All these machines shall classify the individual notes as either genuine or suspect.

### 3. Authenticity Check

The machines shall perform authenticity check with reference to the features of genuine notes as disclosed by the Reserve Bank of India from time to time. Any note which is not found to be having all the features of a genuine note shall be classified by the machine as suspect.

### 4. Fitness Sorting

As a part of fitness sorting, notes with any visual or physical defects are to be sorted as unfit as per the criteria set out in Table 1.

**Table 1: Sorting Criteria**

Sl. No.	Feature	Criteria
1	Soiling	General distribution of dirt across the entire note
2	Limppness	Structural deterioration resulting in a marked lack of stiffness
3	Dog-ears	Corner folds
4	Tears	Lengthwise and crosswise cuts
5	Holes	Holes of a specific diameter
6	Stains	Localised concentration of dirt
7	Graffiti	Deliberate graphic alteration of the note
8	Crumples	Multiple random folds
9	Decolouration	Lack of ink on part or whole of the note, e.g. a washed note
10	Folds	Folds reducing the length or width of the note
11	Repair	Note repaired using adhesive tape/ paper/ glue

**(i) Soiling**

Soiling refers to the general distribution of dirt across the entire note or in some patterns. It is a measure of the loss of reflectivity from the unprinted areas due to dirt, ageing (yellowing), wear and extraneous markings and includes decolouration due to ageing, excessive folding wear and other wearing. Soiling increases the optical density and decreases the reflectance of the notes. Notes exceeding the soiling levels set out in Table 2 shall be sorted as unfit. Both the obverse and the reverse of the note shall be checked for soiling.

**Table 2: Soiling Levels**

Sl. No.	Denomination	Maximum Density difference	Minimum Reflectance	Filters
1	Rs. 5	0.07	85 %	Yellow

2	Rs. 10	0.07	85 %	Yellow
3	Rs. 20	0.06	87 %	Yellow
4	Rs. 50	0.06	87 %	Yellow
5	Rs. 100	0.05	90 %	Cyan
6	Rs. 500	0.04	93 %	Cyan
7	Rs. 1000	0.03	95 %	Cyan

**(ii) Limpness**

Limpness relates to structural deterioration or wear resulting in a marked lack of stiffness in the note paper. Notes with a very low stiffness shall be sorted as unfit. Notes with very low stiffness of paper, i.e. with paper which is worn out in circulation or mechanically mutilated shall be sorted out as unfit. Detectors for paper quality shall be adapted to the same level as for soiling.

**(iii) Dog-Ears**

Notes with dog-ears with an area of more than 130 mm<sup>2</sup> and a minimum length of the smaller edge greater than 10 mm shall be sorted as unfit. Chipped notes shall also be sorted as unfit.

**(iv) Tears**

Notes exhibiting at least one tear at the edge shall be classified as those having tears. Notes with tears larger than those indicated in Table 3 shall be sorted as unfit.

**Table 3: Tears**

Sl. No.	Direction	Width	Length
1	Vertical	4 mm	8 mm
2	Horizontal	4 mm	15 mm
3	Diagonal *	4 mm	18 mm

\* Measured by drawing a straight line from the peak of the tear to the edge of the note where the tear begins (rectangular projection), rather than measuring the length of the tear itself.

**(v) Holes**

This refers to notes with at least one visible hole. Notes with holes with area exceeding 10 mm<sup>2</sup> shall be sorted as unfit.

**(vi) Stains**

Stains are visible markings which are not part of the feature of a note. Notes shall be detected as unfit if localized - i.e. with limited extension - stain can be recognised on its surface. In case the total area covered by stains exceeds 500 mm<sup>2</sup>, the note shall be sorted as unfit. A note with a single stain covering an area of more than 200 mm<sup>2</sup> shall be sorted as unfit. Both the obverse and the reverse of the note shall be checked for stains.

**(vii) Graffiti**

Graffiti refers to deliberate graphic alteration of the note with for example, figures or letters. Fitness sorting criteria in case of graffiti shall be the same as those for stains. Both the obverse and the reverse of the note shall be checked for graffiti.

**(viii) Crumples/ Folds**

Crumpled / folded notes shall be sorted as unfit if the folds result in reduction of the original note in length or width greater than 5 mm.

**(ix) Decolouration**

Notes affected by decolouration shall be sorted as unfit if the ink is partially or wholly missing from its surface. Both the obverse and the reverse of the note shall be checked for decolouration.

**(x) Repair**

A repaired note is created by joining parts of the same note together, for example, by using extraneous matter such as tape, paper or glue. Notes with the following types of repairs shall be sorted as unfit:

- Repairs covering an area greater than 100 mm<sup>2</sup>; or
- Thickness of the extraneous matter 50 µm or more; or
- Width of the extraneous matter 10 mm or more; or
- Length of the extraneous matter 10 mm or more.

**5. Mutilated, Imperfect and Mismatched Notes**

A mutilated note is note, of which a portion is missing or which is composed of more than two pieces. An imperfect note is a note, which is wholly or partially, obliterated, shrunk, washed, altered or indecipherable but does not include a mutilated note. A mismatched note is a note, which has been formed by joining a half note of any one note to a half note of another note. Such notes shall be classified as unfit.

Annexure - F

**Detailed Procedure for Conducting different Tests on Note Authenticator cum Sorting Machines (NACSM).**

These tests have to be conducted in presence of the Technical consultants / Agents of National Test House at currency chest / branch / Testing agent Laboratory. The test results have to be recorded in the prescribed format and jointly signed by the representative of the tenderer and the technical consultants.

**1. Authenticity check**

The machines shall check authenticity of notes with reference to the features of genuine notes as disclosed by the Reserve Bank of India from time to time.

Test procedure: A known number (not less than 100) of suspect notes, which do not have one or more of the features of genuine notes and which are otherwise in good condition, shall be mixed with about 2000 notes fit for circulation and shall be processed. The machine should detect all the suspect notes. The test should be repeated with at least two other denominations.

**2. Speed Test**

This test should be carried out in the presence of technical consultants to Bank. The speed test should be carried out for all denominations of currency notes (Rs. 10, 20, 50, 100, 500 and 2000). the procedure for carrying out the speed test is outlined below.

Set the machine in the sorting mode

- Load a bundle consisting of **2000** pieces of bank notes of Rs. 10 denomination.
- Record the time (T seconds) required by the machine to process this bundle
- Speed of the machine (N notes per hour) is computed using the formula

$$N = \frac{(2000 \times 3600)}{T}$$

- Repeat this procedure for all the other denominations.
- The results should be recorded in the format given in **Annexure - St**

**3. Repeatability Test**

This test will be carried out notes of denomination Rs. 100, Rs. 500 and Rs. 2000. The procedure for carrying out the Repeatability test on denomination of Rs. 100 for



NSM comprises of 12 iterations in total and is outlined below. This procedure will have to be repeated for denominations of Rs. 500 and Rs.2000.

**Iteration-1**

- The machine should be configured to sort the note into the following categories - Fit (issuable) and soiled (non-issuable) / Reject/Suspect.
- Feed the machine with a minimum of **2000 pieces** of bank notes.
- Let **F1 and S1/ R1** denote respectively the number of Fit notes, Soiled notes and Reject notes
- Record these numbers in the table provided in **Annexure -Rt.**

**Iteration-2(a)**

- Feed the machine with notes declared as Fit in the first Iteration (Number of notes to be fed is **F1**).
- Let **F2a and S2a/ R2a** denote respectively the number of Fit notes, Soiled notes and Reject notes in this iteration.
- Record these numbers in the table provided in **Annexure -Rt.**

**Iteration-2(b)**

- Repeat the iteration 2(a) i.e. feed the notes declared as Fit in the first Iteration (**F1** number of notes) once again into the machine.
- Let **F2b and S2b/ R2b** denote respectively the number of Fit notes, Soiled notes and Reject notes in this iteration.
- Record these numbers in the table provided in **Annexure -Rt.**

**Iteration-3(a)**

- Feed the machine with notes declared as Soiled in the first Iteration (Number of notes to be fed is **S1**).
- Let **F3a and S3a/ R3a** denote respectively the number of Fit notes and soiled notes / Reject notes in this iteration.
- Record these numbers in the table provided in **Annexure -Rt.**

**Iteration-3(b)**

- Repeat the iteration 3(a) i.e. feed the notes declared as Soiled in the first Iteration (**S1** number of notes) once again into the machine.
- Let **F3b and S3b / R3b** denote respectively the number of Fit notes, Soiled notes and Reject notes in this iteration.
- Record these numbers in the table provided in **Annexure -Rt.**

**Iteration-4(a)**

Feed the machine with notes declared as Reject in the first Iteration (Number of notes to be fed is **R1**).

Let **F4a and S4a R4a** denote respectively the number of Fit notes, Soiled notes and

Reject notes in this iteration.  
Record these numbers in the table provided in **Annexure -Rt.**

**Iteration-4(b)**

- Repeat the iteration 4(a) i.e. feed the notes declared as Reject in the first Iteration (R1 number of notes) once again into the machine.
- Let **F2b and S2b / R2b** denote respectively the number of Fit notes, Soiled notes and Reject notes in this iteration.
- Record these numbers in the table provided in **Annexure -Rt..**

**Iteration-5:**

**Configure the machine is to classify the notes as ATM Fit, Bank Fit and Reject/Suspect.**

- Feed the machine with notes declared as Fit in the first Iteration (Number of notes to be fed is **F1**).
- Let **A5 and B5 / R5** denote respectively the number of ATM fit notes, Bank fit notes and Reject notes in this iteration.
- Record these numbers in the table provided in **Annexure -Rt.**

**Iteration-6(a):**

- Feed the machine with with notes declared as ATM fit in the 5<sup>th</sup> Iteration (Number of notes to be fed is **A5**).
- Let **A6a and B6a / R6a** denote respectively the number of ATM fit notes, Bank fit notes and Reject notes in this iteration.
- Record these numbers in the table provided in **Annexure -Rt.**

**Iteration-6(b)**

- Repeat the iteration 6(a) i.e. feed the notes declared as ATM fit in the 5<sup>th</sup> Iteration (**A5** number of notes) once again into the machine.
- Let **A6b and B6b / R6b** denote respectively the number of ATM fit notes, Bank fit notes and Reject notes in this iteration.
- Record these numbers in the table provided in **Annexure -Rt.**

**Iteration-7(a):**

- Feed the machine with with notes declared as Bank fit in the 5<sup>th</sup> Iteration (Number of notes to be fed is **B5**).
- Let **A7a and B7a/ R7a** denote respectively the number of ATM fit notes, Bank fit notes and Reject notes in this iteration.
- Record these numbers in the table provided in **Annexure -Rt.**

**Iteration-7(b)**

- Repeat the iteration 7(a) i.e. feed the notes declared as Bank fit in the 5<sup>th</sup> Iteration (**A5** number of notes) once again into the machine.
- Let **A7b and B7b/ R7b** denote respectively the number of ATM fit notes, Bank fit notes and Reject notes in this iteration.

- Record these numbers in the table provided in **Annexure -Rt**.  
The formulae for computing % variation in the sorting of Fit (issuable), Soiled (non-issuable) and Reject/Suspect notes are given in **Annexure -Rt**

#### **4.Test for detecting Counterfeit/Damaged/Old series bank notes notes**

To conduct this test the machine should be fed with counterfeit (forged), notes having holes, notes of incorrect dimension, notes having tears, tapes, missing parts and stains and Ashoka pillar series notes and bank notes of Rs. 500 denomination of Mahatma Gandhi (MG) series (1996). This test should be conducted on bank notes of all denominations (Rs. 10, 20, 50, 100, 500, 1000) Such defective notes should be mixed with 100 pieces of genuine notes of the corresponding denomination and fed to the machine. The machine should respond in the following manner.

- Asoka pillar series note, bank notes of Rs. 500 denomination Mahatma Gandhi (MG) series (1996) should go to the non-issuable i.e. soiled pocket.
- All the (100%) forged notes, notes of incorrect dimension, notes having tears, tapes, missing parts and improper thickness should be detected by the machine and sent to the reject/suspect pocket.
- Notes having big holes/ number of holes, stains should go to the reject pocket.
- The results have to be tabulated in the format given in **Annexure Ct**.

**Annexure St**  
**Speed Test**

Name of the supplier : Model number:  
Structure : Modular / Singular  
No. of pockets :

**Test Results**

Denomination	Time taken (in seconds) to process 2000 bank notes (T seconds)	Speed of the machine $N = \frac{2000 \times 3600}{T}$ Notes per hour
Rs. 10		
Rs. 20		
Rs. 50		
Rs. 100		
Rs. 500		
Rs. 1000		
Average speed of the machine (notes/hour) =		

**Other observations (if any)**

We have carefully gone through the speed test procedure given to us and have understood the contents thereof.

We confirm that the speed test was conducted in the presence of representative of the tenderer and that the results recorded in the above format reflect the factual position.

We are signing this test result jointly as already agreed by us while submitting the tender document.

**1. Authorized Representative)**

**2.National Test House.**

**Annexure - Rt****Repeatability Test**

Performance of the Note Authenticator cum Sorting Machines while undergoing the test for Repeatability.

Name of the

supplier : Model number:

Structure : Modular / Singular No. of pockets:

**Machine is configured to classify the notes as Fit (Issuable), Soiled (Non-issuable) and Reject/Suspect.**

**Iteration- 1**

Denomination (Rs.)		50	100	500	1000
No. of notes processed					
No. of Fit (Issuable) <i>F1</i>					
No. of Reject/Suspect/Soil <i>R1</i>					

**Iteration-2(a)** : Notes declared as Fit (Issuable) in Iteration-1 are processed

Denomination (Rs.)		50	100	500	1000
No. of notes processed	<i>F1</i>				
No. of Fit (Issuable) <i>F2a</i>					
No. of Reject/Suspect/Soil <i>R2a</i>					

**Iteration-2(b)** : Notes declared as Fit (Issuable) in Iteration-1 are processed again

Denomination (Rs.)		50	100	500	1000
No. of notes processed	<i>F1</i>				
No. of Fit (Issuable)	<i>F2b</i>				
No. of Reject/Suspect/Soil <i>R2b</i>					

**Iteration-3(a)** : Notes declared as Soiled (Non-issuable) in Iteration-1 are processed

Denomination (Rs.)		50	100	500	1000
No. of notes processed	<i>S1</i>				
No. of Fit (Issuable)	<i>F3a</i>				
No. of Reject/Suspect/Soil <i>R3b</i>					

**Conted.....Annexure Rt**

**Iteration-3(b)** : Notes declared as Soiled (Non-issuable) in Iteration-1 are processed again

Denomination (Rs.)		50	100	500	1000
No. of notes processed	<i>S1</i>				
No. of Fit (Issuable)	<i>F3b</i>				
No. of Reject/Suspect/Soil	<i>R3b</i>				

**Iteration-4(a)** Notes declared as Reject/Suspect in Iteration-1 are processed

Denomination (Rs.)		50	100	500	1000
No. of notes processed	<i>R1</i>				
No. of Fit (Issuable)	<i>F4a</i>				
No. of Reject/Suspect	<i>R4a</i>				

**Iteration-4(b)** Notes declared as Reject/Suspect in Iteration-1 are processed again

Denomination (Rs.)		50	100	500	1000
No. of notes processed	<i>R1</i>				
No. of Fit (Issuable)	<i>F4b</i>				
No. of Reject/Suspect	<i>R4b</i>				

**Machine is configured to classify the notes as ATM Fit, Bank Fit and Reject/Suspect.**

**Iteration-5** Classification of notes declared as Fit in Iteration-1 as ATM Fit and Bank Fit notes

Denomination (Rs.)		50	100	500	1000
No. of notes processed	<i>F1</i>				
No. of ATM Fit	<i>A5</i>				
No. of Reject/Suspect	<i>R5</i>				

**Iteration-6(a)** Notes declared as ATM Fit in Iteration-5 to be processed

Denomination (Rs.)		50	100	500	1000
No. of notes processed	<i>A5</i>				
No. of ATM Fit	<i>A6a</i>				
No. of Reject/Suspect	<i>R6a</i>				

**Conted.....Annexure Rt**

**Iteration-6(b) Notes** declared as ATM Fit in Iteration-5 to be processed again

Denomination (Rs.)		50	100	500	1000
No. of notes processed	<b>A5</b>				
No. of ATM Fit	<b>A6b</b>				
No. of Reject/Suspect	<b>R6b</b>				

**Iteration-7(a) Notes** declared as Bank Fit in Iteration-5 to be processed

Denomination (Rs.)		50	100	500	1000
No. of notes processed	<b>B5</b>				
No. of ATM Fit	<b>A7a</b>				
No. of Reject/Suspect	<b>R7a</b>				

**Iteration-7(b) Notes** declared as Bank Fit in Iteration-5 to be processed again

Denomination (Rs.)		50	100	500	1000
No. of notes processed	<b>B5</b>				
No. of ATM Fit	<b>A7b</b>				
No. of Reject/Suspect	<b>R7b</b>				

**% variation in the sorting of notes**

Denomination (Rs.)		50	100	500	1000
Sorting of Fit Notes	$(S2a + R2a) \times 100 / F1$				
	$(S2b + R2b) \times 100 / F1$				
Sorting of Non-Issuable Notes	$(F3a + R3a) \times 100 / S1$				
	$(F3b + R3b) \times$				
Sorting of Suspect / Reject Notes	$(F4a + S4a) \times 100 / R1$				
	$(F4b + S4b) \times$				
Sorting of ATM Fit Notes	$(B6a + R6a) \times 100 / A5$				
	$(B6b + R6b) \times 100 / A5$				
Sorting of Bank Fit	$(A7a + R7a) \times 100 / B5$				
	$(A7b + R7b) \times 100 / B5$				

***% variation calculated in each cell should be less than 5%***

**Observations (if any)**

We have carefully gone through the Repeatability Test procedure given to us and have understood the contents thereof.

We confirm that the Repeatability Test was conducted in the presence of representative of the tenderer and that the results recorded in the above format reflect the factual position.

We are signing this test result jointly as already agreed by us while submitting the tender document.

**1. Authorized Representative)**

**2.National Test House.**



**Annexure - Ct**  
**Test for detecting Counterfeit/Damaged/Old series bank notes**

Performance of the DTNSM while undergoing the test for detection of counterfeit notes / notes having improper dimension / notes with holes, tears, stains etc.

Name of the

supplier : Model number:

Structure : Modular / Singular No. of  
pockets:

Hundred numbers of Fit (Issuable) bank notes of a particular denomination are mixed with known number of counterfeit (forged) notes, notes having holes, notes of incorrect dimension, notes having tears, tapes, missing parts and stains, Ashoka pillar series notes. The mixture is fed to the machine under test and set to classify. The test is carried out for notes all denomination and the results are tabulated.

Sl. No.	Particulars of notes fed	Denomination wise number of notes fed						Denomination wise result of number of notes that were correctly counted/sorted/checked/detected					
		10	20	50	100	500	1000	10	20	50	100	500	1000
1	Fit (Issuable)	100	100	100	100	100	100						
2	Soiled (Non-issuable)												
3	Ashoka Pillar series												
4	Mahatma Gandhi (MG) series (1996) of												
5	Counterfeit notes												
6	Notes having holes												
7	Notes of incorrect												
8	Notes having tears, tapes, missing parts,												

Note:

1. Notes in category 2, 3 & 4 should go to the soiled pocket
2. Notes in category 5, 6, 7 & 8 should go to the reject pocket

**Observations (if any)**

We have carefully gone through the **Counterfeit/Damaged/Old series** Test procedure given to us and have understood the contents thereof.

We confirm that the **Counterfeit/Damaged/Old series** Test was conducted in the presence of representative of the tenderer and that the results recorded in the above format reflect the factual position.

We are signing this test result jointly as already agreed by us while submitting the tender document.

**1. Authorized Representative)**

**2.National Test House.**

## **Annexure - S**

### **Stress Test**

This test is conducted to check the suitability of the machine to work continuously for long hours. The test shall be conducted under conditions similar to those that are available in normal branches and currency chests.

Test procedure: The machine should be put to work continuously for 6 hours daily for 4 consecutive days. The machine may be given rest for 10 minutes after each hour of working. During each hour, the machine should work continuously. Details of stoppages or breakdown, if any, (number of occasions, time, time taken to restart, nature of break down etc) and other defects or abnormal behavior etc noticed during the test should be carefully recorded.

**1. Authorized Representative)**

**2.National Test House.**

**Annexure - H**

**BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT**

To

WHEREAS \_\_\_\_\_( Name of bidder ) (hereinafter called "the bidder " has submitted its RFP dated \_\_\_\_\_ (Date) for the execution of (Name of Contract)\_\_\_\_\_ (hereinafter called "the RFP") in favour of Canara Bank hereinafter called the " Purchaser ";

KNOW ALL MEN by these presents that we, \_\_\_\_\_ Bank, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its Head Office at \_\_\_\_\_ amongst others a branch 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 bidder withdraws its RFP during the period of RFP validity specified in the RFP; or
- (b) If the bidder having been notified of the acceptance of his RFP by the Employer during the period of RFP validity;
  - (i) Fails or refuses to execute the Agreement, if required; or
  - (ii) Fails or refuses to furnish the performance security or security Deposit, in accordance with clause 9 of Terms and Conditions of this RFP.

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 two conditions, specifying the occurred condition or conditions.

Notwithstanding anything contained herein,

- 1) our liability under this Bank guarantee shall not exceed Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only)
- 2) The bank Guarantee is valid upto \_\_\_\_\_ and
- 3) We are liable to pay the guaranteed amount or any part thereof under this Bank guarantee only and only if you serve upon us a

written claim or demand on or before \_\_\_\_\_( mention period of the Guarantee as found under clause (ii) above plus claim period)

Dated \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

**SIGNATURE OF THE BANK**

**ANNEXURE - I - AGREEMENT FORMAT**

**FORM OF AGREEMENT**

This agreement made the \_\_\_\_\_ day of the month of \_\_\_\_\_ in the year 2016 BETWEEN, Canara Bank a body corporate constituted under the Banking Companies (Acquisition and Transfer of undertakings Act, 1970, having its Head office, 112, J C Road, Bangalore) represented by its duly constituted attorney (hereinafter referred to as the Employer / Bank) on the ONE PART; and

\*Sri \_\_\_\_\_ S/D/o \_\_\_\_\_  
\_\_\_\_\_ resident of \_\_\_\_\_ the sole proprietor of  
M/s \_\_\_\_\_ having office at the following  
address \_\_\_\_\_

\* M/s. \_\_\_\_\_ the partnership firm having an  
administrative/principal office at \_\_\_\_\_ represented by its  
Managing/duly authorised partner.

\* M/s. \_\_\_\_\_ company/body corporate incorporated under  
the provisions of the Companies Act 1956 having its registered office at the  
following address \_\_\_\_\_, duly represented at  
\_\_\_\_\_ duly represented by its constituted and authorised Managing  
Director, Shri \_\_\_\_\_ and (hereinafter called the vendor which  
term shall also be called the Supplier or  
the Contractor ) on the other part

WHEREAS THE Employer / Bank is desirous to purchase ... Nos Note Authenticator cum Sorting Machines for their identified Branches across India as detailed in this RFP Dated XX.XX.2016 and opened on \_\_\_\_\_ furnished by the Vendor for the supply, operationalizing and performance of such supply has been accepted by the Employer on the terms and conditions as set out therein and interalia others.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.

2. The following documents not inconsistent with these presents shall be deemed to form and be read and construed as part of this agreement viz;

a) Notice inviting RFP

b) General Rules and Instructions for the guidance of Bidders.

c) Terns and conditions of the RFP.

d) All Annexures of the RFP

e) The details submitted in technical bid, design, technical brochures, drawings and such other details etc.

f) Price bid

g) The Purchase order, Letters from & to the Vendor, if any, leading to and prior to issue of purchase order.

3. In consideration of the payments to be made by the Employer to the Vendor, the Vendor hereby covenants and agrees with the Employer to supply the items perform the supply in conformity in all respects and subject to all terms and conditions/rules as mentioned in this RFP as also in the aforesaid documents which shall form part of this agreement.

In witness whereof the parties hereto have hereunto set their respective hands and seals the day and year first above written.

Signed, sealed and delivered by the said Vendor  
\_\_\_\_\_

\_\_\_\_\_ to the Employer \_\_\_\_\_ in the presence of:

Signature of Vendor (with seal)

Signature of Authorised representative  
of the Employer / Accepting Authority.

Witness (Signature, Name & Address):

1).

2).

**ANNEXURE - K - SECURITY DEPOSIT FORMAT**  
**BANK GUARANTEE FORMAT FOR SECURITY DEPOSIT**

Guarantee No.....

Amount of Guarantee Rs.....

Guarantee cover from Dated: .....

To Dated: .....

Last Date for Lodgement of claim: .....

To:

.....  
.....  
.....  
.....

In consideration of ..... (hereinafter called "Beneficiary") having agreed to exempt ..... Ltd., having its Registered Office situated at ..... (hereinafter called the "the obligator(s)") from the demand of security deposit of Rs..... (Rupees ..... only) under the terms and conditions of an agreement dated ..... (hereinafter called the "said Agreement") for the due fulfillment by the said obligator of the terms and conditions contained in the said agreement, on production of the Bank Guarantee for Rs..... (Rupees ..... only), at the request of the obligator \_\_\_\_\_ Bank, a body corporate constituted under the Banking Companies (Acquisition & Transfer of undertakings) Act, 1970 having its Head Office at \_\_\_\_\_ amongst others a branch at ..... (hereinafter referred to as "the Bank") has agreed to give following guarantee in favour of the beneficiary for an amount not exceeding Rs..... (Rupees ..... only) against any loss or damage caused to or suffered or would be caused to or suffered by reason of any breach by the said Obligator(s) of any of the terms and conditions contained in the said agreement.

....2/-



1. We, the Bank to hereby undertake to pay the amount payable under this guarantee without any demur merely on a demand from the beneficiary stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by reason or any breach of the terms and conditions contained in the said agreement or by reason of the obligator's failure to perform the said agreement. Any such demand in writing made on the Bank shall be conclusive as regards the amount due and payable by the Bank under the guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....
2. We, the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the beneficiary under or by virtue of the said agreement have been fully paid and its claims satisfied or till the beneficiary certifies that the terms and conditions of the said agreement have been fully discharged this guarantee. Unless a demand for claim under this guarantee is made on us in writing on or before ..... we shall be discharged from all liabilities under this guarantee thereafter.
3. We, the Bank further agree that the beneficiary shall have the fullest liberty, without consent and without effecting in any manner or obligations hereunder, to extend time of performance the said obligator(s) from time to time or to postpone for any time any of the powers exercisable by the beneficiary against the said obligator(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved of our liability by reason of any extension being granted to the said obligator(s) for any forbearance, act or omission on the part of the beneficiary or any indulgence by the beneficiary to the said obligator(s) or by any such matter or thing whatsoever which under the law relating to sureties would not for this provision have effect of so relieving us.
4. We, the Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the beneficiary in writing.

....3/-

- : 3 : -

5. Notwithstanding anything contained herein:

- (i) Our liability under this Bank Guarantee shall not exceed Rs. ....  
(Rupees ..... only)
- (ii) This Bank Guarantee is valid upto ..... and
- (iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ..... (mention period of the guarantee as found under clause (ii) above plus claim period)

PLACE:

DATE :

SIGNATURE

**ANNEXURE - L -**  
Undertaking letter in your letter head with technical bid

To,

**The Asst General Manager,  
Premises & Estate Section,  
Circle Office,.....  
.....**

**SUBJECT: RFP NACSM/2019-20 dated 22.06.2019**

**Dear Sir,**

This has reference to your above RFP published in your banks web site and NIC web site.

We hereby state that we M/s \_\_\_\_\_ have submitted the above offer documents duly filling at the appropriate places without making any alterations , corrections , omissions in the offer issued by the bank or downloaded from the web site.

Signature & Name of the Bidder

## ANNEXURE - M

### PRE CONTRACT INTEGRITY PACT

#### 1. GENERAL

1.1. This pre-bid contract Agreement (herein after called the Integrity Pact) is made on \_\_\_\_ day of the month 20\_\_\_\_, between, the Canara Bank, a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970 having its Head office at 112, J.C. Road, Bangalore 560 002, with branches spread over India and abroad (hereinafter referred to as BUYER which expression shall include its successors and assigns) acting through Shri \_\_\_\_\_, (Designation of the officer) representing \_\_\_\_\_, of the BUYER, of the FIRST PART

AND

M/s. \_\_\_\_\_ represented by Shri \_\_\_\_\_ Chief Executive Officer/Authorised Signatory (hereinafter called the "BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns), of the SECOND PART

1.2. WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) /engage the services and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is willing to offer/has offered the stores/services and

1.3. WHEREAS the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is a private company/ public company/Government undertaking/ partnership/ LLP/registered export agency/service provider, duly constituted in accordance with the relevant law governing its formation/incorporation/constitution and the BUYER is a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970.

1.4. WHEREAS the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER has clearly understood that the signing of this agreement is an essential pre-requisite for participation in the bidding process in respect of Stores/Equipment/Items/Services proposed to be procured by the BUYER and also understood that this agreement would be effective from the stage of invitation of bids till the complete execution of the agreement and beyond as provided in clause 13 and the breach of this agreement detected or found at any stage of the procurement process shall result into rejection of the bid and cancellation of contract rendering BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER liable for damages and replacement costs incurred by the BUYER.

2. NOW, THEREFORE, the BUYER and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER agree to enter into this pre-contract integrity agreement, hereinafter referred to as Integrity Pact, which shall form part and parcel of RFP as also the contract agreement if contracted with BIDDER, in the event that the BIDDER turns out to be successful bidder, and it is intended through this agreement to avoid all forms of corruption by following a system that is fair, transparent and free

from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to:-

2.1. Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service/Materials 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

2.2. Enabling BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER/SERVICE PROVIDER to refrain from bribing or indulging in any corrupt practices in order to secure the contract, by providing assurance to them that the BUYER shall not be influenced in any way by the bribery or corrupt practices emanating from or resorted to by their competitors and that all procurements shall be free from any blemish or stain of corruption and the BUYER stays committed to prevent corruption, in any form, by its officials by following transparent procedures.

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

#### COMMITMENTS OF THE BUYER

The BUYER commits itself to the following:-

3.1. The BUYER represents that all officials of the BUYER, connected whether directly or indirectly with the procurement process are duty bound by rules and regulations governing their service terms and conditions not to demand, take 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/SELLER/CONTRACTOR/SERVICE PROVIDER either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

3.2. The BUYER will, during the pre-contract stage, treat all BIDDERS/SELLERS/CONTRACTORS/SERVICE PROVIDERS alike, and will provide to all BIDDERS/SELLERS/CONTRACTORS/SERVICE PROVIDERS the same information and will not provide any such information to any particular BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER which could afford an advantage to that particular BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER in comparison to the other BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDERS.

3.3. The BUYER shall report to the appropriate Government Regulators/Authorities any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach, as and when the same is considered necessary to comply with the law in force in this regard. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER with the 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.

#### 4. COMMITMENTS OF BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDERS

The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER 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:-

4.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER 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 to any official 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.

4.2. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER 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 to any official of the BUYER or otherwise for procuring the Contract or for forbearing to do or for having done any act in relation to the obtaining or execution of the contract or any other contract with the BUYER or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the BUYER.

4.3. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER further confirms and declares to the BUYER that the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is the original Manufacturer/Integrator/Authorized government sponsored export entity of the stores/Authorised Service Provider having necessary authorizations, intellectual property rights and approvals from the intellectual property right owners of such materials/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 the award of the contract to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, 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.

4.4. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment 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.

4.5. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER 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.

4.6. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities emanating from other competitors or from anyone else.

4.7. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not use improperly, for purpose 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 proposal and business details, including information contained in any electronic data carrier. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER also undertakes to exercise due and adequate care lest any such information is divulged.

4.8. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

4.9. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

## 5. PREVIOUS TRANSGRESSION

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

5.2. If the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER makes incorrect statement on this subject, BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER can be disqualified from the tender/bid process or the contract, if already awarded, can be terminated for such reason.

## 6. EARNEST MONEY (SECURITY DEPOSIT)

6.1. Every BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER while submitting commercial bid, shall deposit an amount as specified in RFP/Tender Documents as Earnest Money/Security, Deposit, with the BUYER through any of the instruments as detailed in the tender documents.

6.2. The Earnest Money/Security Deposit shall be valid for a period till the complete conclusion of the contractual obligations or for such period as

mentioned in RFP/Contract , including warranty period, whichever is later to the complete satisfaction of BUYER.

6.3. In the case of successful BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, 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/SELLER/CONTRACTOR/SERVICE PROVIDER on Earnest Money/Security Deposit for the period of its currency.

## 7. SANCTIONS FOR VIOLATIONS

7.1. Any breach of the provisions herein contained by the BIDDER/SELLER /CONTRACTOR/SERVICE PROVIDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall entitle the BUYER to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. However, the proceedings with the other BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER(s) would continue.

(ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

(iv) To recover all sums already paid by the BUYER, and in case of the Indian BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of (Name of the Bank/Financial Institution) while in case of a BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER/SELLER /CONTRACTOR from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest. The BUYER shall also be entitled to recover the replacement costs from BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER .

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the



BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other contracts with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER 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/SELLER/CONTRACTOR/SERVICE PROVIDER.

(vii) To debar the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from participating in future bidding processes of the BUYER for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER(s) to any middlemen or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, the same shall not be opened.

(x) Forfeiture of The 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.

(xi) The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER 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, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The BIDDER/SELLER/ CONTRACTOR shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

7.2. The BUYER will be entitled to take all or any of the actions mentioned at para 7.1 (i) to (xi) of this Pact, also in the event of commission by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined In Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 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/SELLER/CONTRACTOR shall be final and conclusive on the BIDDER/SELLER/CONTRACTOR. However, the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

## 8. FALL CLAUSE

8.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems/services at a price lower than that offered in the present bid to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law and if it is found at any stage that similar product/systems or sub systems/services was supplied by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law, at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER, if the contract has already been concluded.

## 9. INDEPENDENT EXTERNAL MONITORS

9.1. The BUYER has appointed two Independent External Monitors (hereinafter referred to as Monitors) for this Pact in accordance with the recommendations and guidelines issued by Central Vigilance Commission.

9.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

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

9.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitors shall on receipt of any complaint arising out of tendering process jointly examine such complaint, look into the records while conducting the investigation and submit their joint recommendations and views to the Management and Chief Executive of the BUYER. The MONITORS may also send their report directly to the CVO and the commission, in case of suspicion of serious irregularities.

9.5. As soon as any event or incident of violation of this Pact is noticed by Monitors, or Monitors have reason to believe, a violation of this Pact, they will so inform the Management of the BUYER.

9.6. The BIDDER(s) accepts that the Monitors have the right to access without restriction to all Project /Procurement documentation of the BUYER including that provided by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will also grant the Monitors, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his documentation pertaining to the project for which the RFP/Tender is being /has been submitted by BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The same is applicable to

Subcontractors. The Monitors shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractors( ) with confidentiality.

9.7. The BUYER will provide to the Monitors 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 may offer to the Monitors the option to participate in such meetings.

9.8. The Monitors will submit a written report to the BUYER at the earliest from the date of reference or intimation to him by the BUYER/BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER and submit proposals for correcting problematic situations.

#### 10. 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/SELLER/CONTRACTOR/SERVICE PROVIDER and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination,

#### 11. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law and the place of jurisdiction is Bangalore.

#### 12. 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 any other law in force relating to any civil or criminal proceedings.

#### 13. VALIDITY

13.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or such longer period as mentioned in RFP/Contract or the complete execution of the contract to the satisfaction of the BUYER whichever is later. In case BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2. If 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.

14. The parties hereby sign this Integrity Pact at ..... on .....

BUYER  
Name of the Officer  
OFFICER/AUTHORISED SIGNATORY  
Designation  
Name of Wing  
Canara Bank

BIDDER  
CHIEF  
EXECUTIVE

Witness

Witness