



**HEAVY DUTY NOTE SORTING MACHINES (4+1 Pockets),
HEAVY DUTY NOTE SORTING MACHINES (3+1 Pockets),
DESKTOP NOTE SORTING MACHINES (2+1 Pockets)
&
DESKTOP NOTE SORTING MACHINES (1+1 Pockets)**

**REQUEST FOR PROPOSAL (RFP)
FOR
SUPPLY, INSTALLATION, TRAINING, COMMISSIONING AND
MAINTENANCE
OF
NOTE SORTING MACHINES FOR THE BANK**

IMPORTANT DATES

DATE OF ISSUE OF RFP	: 15.05.2013
LAST DATE OF SUBMISSION OF RFP	: 05.06.2013 by 12.00 hrs
DATE OF PRE-BID MEETING	: 22.05.2013 At 15.00 pm at Bank of Baroda.HO,Baroda
DATE OF OPENING OF RFP (TECHNICAL BID)	: 05.06.2013 at 1500 hrs

RFP Reference No HO/CC:GB/105/1977Dated 15/05/2013



**Bank of Baroda,
Department of Cash Management & Currency Chests
Head Office,First Floor, Suraj Plaza I
Sayaji Ganj
Baroda - 390 005(Gujarat)**



Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. **Bank, BOB means “Bank of Baroda”.**
2. **RFP means this “RFP document”**
3. **Recipient, Respondent and Bidder means “Respondent to the RFP document”.**
4. **OEMs means “Original Equipment Manufacturers”**
5. **Tender means RFP response documents prepared by the Bidder and submitted to Bank of Baroda.**
6. **‘LOI’ means”Letter of Indent”**
7. **Term of the Contract/Agreement shall reckoned from the successful installation and commissioning of the last system**

This document is meant for the specific use by the Company / person/s interested to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. Bank of Baroda expects the bidders or any person acting on behalf of the bidders to strictly adhere to the instructions given in the document and maintain confidentiality of information. The bidders will be held responsible for any misuse of the information contained in the document and liable to be prosecuted by the Bank in the event of such a circumstance is brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.



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NOTICE INVITING RFP

To

All Eligible Tenderers

Sub: Invitation of RFP for supply, installation, training, commissioning and maintenance of 2141 Nos. Note Sorting Machines for Bank of Baroda to be supplied to various Currency Chests, Cash Processing Centers (CPC) and Branches all over India.

This Request for Proposal (RFP) is a part of an All India tender for supply, installation, training, commissioning and maintenance of following types of Note Sorting Machines with capability to detect Forged Currency Notes as per the enclosed description, from manufacturers / authorized dealers

1. **35** Nos. of Heavy Duty Note Sorting Machines (4+1 pockets)
2. **20** Nos. of Heavy Duty Note Sorting Machines (3+1 pockets)
3. **1038** Nos. of Desk Top Note Sorting Machines (2+1 pockets)
4. **1048** Nos. of Desk Top Note Sorting Machines (1+1 pockets)

The above Note Sorting Machines are to be supplied, installed, commissioned and maintained, including imparting training to the staff, at various Currency Chests/ Cash Processing Centres (CPC)/Branches of Bank of Baroda all over India.

The Bank may at its discretion, increase the requirement and place orders subsequently within the validity or the extended validity of the RFP up to 25%, or decrease the requirement up to 25%.

The bidders are requested to go through the tender enquiry document carefully and submit the tenders in separate sealed covers, duly signed superscribed as follows:

Cover No - 1	Technical Bid -1 for Supply, Installation, Training, Commissioning and Maintenance of Heavy Duty Note Sorting Machines (4+1 Pockets)
Cover No - 2	Technical Bid -2 for Supply, Installation, Training, Commissioning and Maintenance of Heavy Duty Note Sorting Machines (3+1 Pockets)
Cover No - 3	Technical Bid-3 for Supply, Installation, Training, Commissioning and Maintenance of Desk Top Note Sorting Machines (2+1 Pockets)
Cover No - 4	Technical Bid-4 for Supply, Installation, Training, Commissioning and Maintenance of Desk Top Note Sorting Machines (1+1 Pockets)
Cover No - 5	Commercial Indicative Price Bid -5 for Supply, Installation, Commissioning and Maintenance of Heavy Duty Note Sorting Machines (4+1 Pockets).
Cover No - 6	Commercial Indicative Price Bid -6 for Supply, Installation, Commissioning and Maintenance of Heavy Duty Note Sorting Machines (3+1 Pockets).
Cover No - 7	Commercial Indicative Price Bid -7 for Supply, Installation, Commissioning and Maintenance of Desk Top Note Sorting Machines(2+1 Pockets)



Cover No –8	Commercial Indicative Price Bid -8 for Supply, Installation, Commissioning and Maintenance of Desk Top Note Sorting Machines(1+1 Pockets)
Cover No –9	For keeping EMD for Heavy Duty Note Sorting Machines (4+1 Pockets)
Cover No –10	For keeping EMD for Heavy Duty Note Sorting Machines (3+1 Pockets)
Cover No –11	For keeping EMD for Desk Top Note Sorting Machines (2+1 Pockets)
Cover No –12	For keeping EMD for Desk Top Note Sorting Machines (1+1 Pockets)

The Technical Bid means this RFP document, excluding the Price Bids.

The Technical Bids (Cover No. 1,2,3 & 4) shall be opened at 15.00 hrs on 05.06.2013, at the 6th floor, Conference Hall, Bank of Baroda, Head Office, Surajplaza I, Sayajiganj, Baroda, Gujarat State.

Price Bids (Cover No. 5,6,7 & 8) will be opened on a subsequent date, which will be communicated only to such Bidders in writing who have successfully qualified in Technical Evaluation as per details given in prescribed format for Technical Bids.

The Price Bids should mention the Basic Price of machine including taxes (excluding Octroi/entry tax) and Annual Maintenance Contract charges.

The bidders are expected to furnish all the information asked for, **sign all the pages and submit the RFP** i.e. Technical Bid in a separate envelope as the case may be [i.e. offer for HDNSM (4+1 Pockets) or HDNSM (3+1 Pockets) or DTNSM(2+1 Pockets) or DTNSM (1+1 Pockets)] superscribing on the envelop details of NSMs offered.

Similarly, the Price Bid to be submitted in separate envelopes as the case may be [ie, offer for HDNSM (4+1 Pockets) or HDNSM (3+1 Pockets) or DTNSM(2+1 Pockets) or DTNSM (1+1 Pockets)] superscribing on the envelop details of NSMs offered.

Tender enquiry document will be available on the website www.bankofbaroda.com from 15.05.2013 to 04.06.2013 for downloading.

The evaluation of the bids involve the following process.

- i. Technical Evaluation of Bids
- ii. Technical Testing of Models offered in the Bid
- iii. Commercial Evaluation of Quotes of technically responsive bidders
- iv. Price Bids

GENERAL MANAGER (Operations & Services)



DATA SHEET

1.	RFP Notice No.	HO/CC:GB/105/1977 Dated 15/05/2013
2.	Name of the work	Supply, Installation, Commissioning and Maintenance of 1) 35. Nos. of Heavy Duty Note Sorting Machines(4+1 pockets) 2) 20. Nos. of Heavy Duty Note Sorting Machines(3+1 pockets) 3) 1038 Nos. of Desk Top Note Sorting Machines (2+1 pockets) 4) 1048 Nos. of Desk Top Note Sorting Machines (1+1 pockets)
3.	Location	Various Currency Chests /CPC/ Branches of the Bank.
4.	Owner	Bank of Baroda
5.	Earnest Money Deposit.	₹20 lakh (Rupees Twenty Lakh only) for HDNSM (4+1 pockets) ₹10 lakh (Rupees Ten Lakh only) for HDNSM (3+1 pockets) ₹ 1.5 Crore (Rupees one crore Fifty lakh only) for DTNSM (2+1 pockets) ₹ 60 lakh (Rupees Sixty lakh only) for DTNSM (1+1 pockets) (by way of Demand Draft in favour of Bank of Baroda payable at Baroda /Bank Guarantee having validity upto 18 months from the date of opening of Technical Bid)
6.	Cost of Tender Documents	Tender form fee – ₹25,000/- (Rupees Twenty Five Thousand only) by DD in favour of Bank of Baroda payable at Baroda. Tender fee shall be submitted along with Technical Bid.
7.	Pre bid meeting	At 15.00 hrs on 22/05/2013 at 6 th floor, Conference Hall, Bank of Baroda, Head Office, Suraj Plaza I, Sayajiganj, Baroda.
8.	Tender Forms available from:	From 15.05.2013 to 04.06.2013 Downloadable from the Bank's website - www.bankofbaroda.com
9.	Last date of submission of tender	05.06.2013 up to 12.00 hrs
10.	Tender to be submitted to:	Sri J.P.Sharma, Asst. General Manager or Sri R. L. Syandolia, Chief Manager , 1 st Floor ,Department of Cash Management & Currency Chests, Bank of Baroda , Head Office, 1 st Floor, Suraj Plaza- I Baroda, Gujarat –PIN 390 005
11.	Bid System	COVER No.1, 2,3 & 4 - Technical Bids COVER No.5,6,7 & 8 - Price Bids
12.	Opening of Technical Bids	At 15.00 hrs on 05.06.2013 at 6 th floor, Conference Hall, Bank of Baroda, Head Office, Baroda.
13.	Warranty	36 months
14.	Mode of payment:	100% of the value of Machine, on delivery, installation, successful commissioning and Training at site subject to submission of 8% of the contract value as Performance Guarantee (refer Point no.16 as below) .
15.	Liquidated damages	0.5% of the cost of machine/s per week or part thereof for



	for delayed supply	delayed delivery subject to maximum of 10% of the cost of the machine/s, for which there is delay.
16.	Performance Guarantee	8% of the contract amount (Basic Price of the Number of machines proposed to be purchased from the supplier by the Bank) valid till 6 months beyond the completion of warranty period, along with the unconditional letter of acceptance within 15 days of the date of letter of indent issued by the Bank. If the supplier fails to submit the Bank Guarantee along with the unconditional letter of acceptance within the stipulated period, Bank of Baroda reserves the right to invoke the Bank Guarantee for the Earnest Money Deposit (in proportion of the indent for which default is made) and cancel the purchase contract.
17	AMC	For 3 years after warranty.
18	Escalation of price	No escalation permitted. Prices shall be firm
19	Fall Clause	If the selected Bidder reduces its price or sells or offers to sell the rate contracted goods under similar items and conditions as in the rate contract, at a price lower than the rate contracted price to any person or organization during the currency of the rate contract, the rate contract price will be automatically reduced for all subsequent supplies under the rate contract, with effect from the date from which such offer or sale was made to the outsider and the rate contract will be amended accordingly.
20	Tender Validity	1 year from the date of Letter of Indent
21	Delivery Period	90 days from the issue of letter of indent



GENERAL INFORMATION AND INSTRUCTIONS TO BIDDERS

1. This Request for proposal is a part of an All India tender for supply, installation, commissioning and maintenance of following Note Sorting Machines as per the specification given in Technical Specifications (1 & 2) attached from the manufacturers / authorized dealers, who satisfy the Pre-Qualification Criteria
 - (a) **35** Nos of Heavy Duty Note Sorting Machines (4+1 pockets),
 - (b) **20** Nos of Heavy Duty Note Sorting Machines (3+1 pockets),
 - (c) **1038** Nos of Desk Top Note Sorting Machines (2+1 pockets),
 - (d) **1048** Nos. of Desk Top Note Sorting Machines (1+1 pockets)

This RFP is being issued for the requirements of Note Sorting Machines to various Currency Chests/CPC/ Branches of the Bank of Baroda. The order for each type of Machine may be split at the sole discretion of the Bank between L1, L2 and L3 vendors in the ratio of 50%, 30% and 20% respectively, provided L2 and L3 vendors match the L1 price. In case the L2/L3 bidder does not / cannot match the prices with the L1 bidder, under the RFP there shall be an option to make an offer and negotiate with the L4 bidder and so on and so forth.

2. **Cost of Tender Document:** Tender document can be downloaded from our web site www.bankofbaroda.com and tender document fee in the form of DD, favouring Bank of Baroda payable at Baroda, **shall be enclosed in a separate cover and stapled to the cover containing Technical Bid, from outside, otherwise the bid is liable for rejection.** Bidders who wish to bid for HDNSM as well as DTNSM are required to pay only for one set of tender document.
3. **Earnest Money Deposit (EMD):**

EMD for each type of Note Sorting Machines will be as under:

- I. ₹20 lakh (Rupees Twenty Lakh only) for HDNSM (4+1 pockets)
- II. ₹10 lakh (Rupees Ten Lakh only) for HDNSM (3+1 pockets)
- III. ₹ 1.5 Crore (Rupees one crore Fifty lakh only) for DTNSM (2+1 pockets)
- IV. ₹ 60 lakh (Rupees Sixty lakh only) for DTNSM (1+1 pockets)

The EMD shall be made by way of Demand Draft favouring Bank of Baroda, payable at Baroda or by an irrevocable Bank Guarantee (as per Bank's format in Annexure 2) having validity upto 18 months from the date of opening of Technical Bid, issued by any Scheduled Commercial Bank (other than Bank of Baroda) or Foreign Bank in India favouring Bank of Baroda. The EMD shall be made separately for each type of Note Sorting Machine and shall be enclosed in the respective covers containing the Technical Bid of the particular type of Note sorting machine. Bids without EMD shall not be considered.



The Bid security may be forfeited:

- i. If a Bidder withdraws its Bid during the period of Bid validity; or
 - ii. In case of a successful Bidder, if the Bidder fails:
 - (a) To accept LOI,
 - (b) To furnish Performance Guarantee valid for 42 months (6 months beyond the completion of warranty period) within the stipulated time
4. **Performance Guarantee** : The selected Bidder will be required to submit to the Bank a Bank Guarantee for 8% of the Invoice amount (Invoice Price of the number of machines proposed to be purchased from the supplier excluding the AMC charges) valid till 6 months beyond the completion of warranty period, along with the unconditional letter of acceptance within 15 days of the date of letter of indent issued by the Bank. If the supplier fails to submit the Bank Guarantee (as per Bank's format in Annexure -3) along with the unconditional letter of acceptance within the stipulated period, the Bank reserves the right to invoke the Bank Guarantee for the Earnest Money Deposit (in proportion of the indent for which default is made) based on the communication received from the Bank and cancel the purchase contract.

5. **Authority to submit Bids:**

- (a) Only authorized personnel of the firm or organization shall sign the BID. The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a Bid commitment. The letter should also indicate the complete name and designation of the designated personnel. **Necessary resolutions/authority/ Power of Attorney available shall be enclosed.** In case the principal vendors authorise their business partners or authorised distributors to bid on their behalf, a separate authorisation letter as per format (Letter of Authorisation to bid) enclosed, along with a commitment to fulfill the terms of tender should be submitted.

The certified photocopy of Resolutions/Authority/ Power of Attorney having authority to authorize the person to submit Bid documents on behalf of the company shall be enclosed. The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a Bid commitment. The letter should also indicate the complete name and designation of the designated personnel.

- (b) One firm or organization cannot quote on behalf of multiple manufacturers.
- (c) Either the Indian Agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he will not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent / parallel tender for the same item.



6. Minimum Pre-Qualification Criteria:

(a) To bid for Heavy Duty Note Sorting Machine (4 + 1 pockets)

- 1) The bidder should have at least three years experience in supplying Note Sorting Machines to Public Sector Banks / Scheduled Commercial Banks in India / Reserve Bank of India (RBI) as on 31.03.2013.
- 2) The bidder should be a profit making company/firm for the last two financial years ending on 31.03.2012(FY2010-11, FY2011-12) and the networth should be positive as on 31.03.2012.
- 3) The bidder should have supplied of Heavy Duty Note Sorting Machines (4+1 pockets) during last two financial years ending 31.03.2013 to Public Sector Banks/Scheduled Commercial Banks in India / Reserve Bank of India(RBI).
- 4) The bidder submitting the bid should be a Registered Company/Firm having minimum Average Annual Turn Over of ₹10 Crore (Rupees Ten Crore), during the last two financial years ending on 31.03.2012.Manufacturers Authorisation Form (MAF) also to be submitted.
- 5) If the Bidder is not the Original Equipment Manufacturer (OEM) but only an authorized dealer, it should have a valid authorization letter from the OEM to deal/market the machine in India.

(b) To bid for Heavy Duty Note Sorting Machine (3 + 1 pockets)

- 1) The bidder should have at least three years experience in supplying Note Sorting Machines to Public Sector Banks / Scheduled Commercial Banks in India / Reserve Bank of India (RBI) as on 31.03.2013.
- 2) The bidder should be a profit making company/firm for the last two financial years ending on 31.03.2012(FY2010-11, FY2011-12) and the networth should be positive as on 31.03.2012.
- 3) The bidder should have supplied of Heavy Duty Note Sorting Machines (3+1 pockets) during last two financial years ending 31.03.2013 to Public Sector Banks/Scheduled Commercial Banks in India / Reserve Bank of India(RBI).
- 4) The bidder submitting the bid should be a Registered Company/Firm having minimum Average Annual Turn Over of ₹10 Crore (Rupees Ten Crore), during the last two financial years ending on 31.03.2012.Manufacturers Authorisation Form (MAF) also to be submitted.
- 5) If the Bidder is not the Original Equipment Manufacturer (OEM) but only an authorized dealer, it should have a valid authorization letter from the OEM to deal/market the machine in India.



(c) To bid for Desk Top Note Sorting Machine (2 + 1 pockets)

- 1) The bidder should have at least three years experience in supplying Note Sorting Machines to Public Sector Banks / Scheduled Commercial Banks in India / Reserve Bank of India (RBI) as on 31.03.2013.
- 2) The bidder should be a profit making company/firm for the last two financial years ending on 31.03.2012(FY2010-11, FY2011-12) and the networth should be positive as on 31.03.2012.
- 3) The bidder should have supplied at least 100 (One hundred) Desk Top Note Sorting Machines during last three financial years ending 31.03.2013 to Public Sector Banks/Scheduled Commercial Banks in India / Reserve Bank of India(RBI).
- 4) The bidder submitting the bid should be a Registered Company/Firm having minimum Average Annual Turn Over of ₹ 5 Crores (Rupees five Crores), during the last two financial years ending on 31.03.2012. Manufacturers Authorisation Form (MAF) also to be submitted.
- 5) If the Bidder is not the Original Equipment Manufacturer (OEM) but only an authorized dealer, it should have a valid authorization letter from the OEM to deal/market the machine in India.

(d) To bid for Desk Top Note Sorting Machine (1 + 1 pockets)

- 1) The bidder should have at least two years experience in supplying Note Sorting Machines to Public Sector Banks / Scheduled Commercial Banks in India / Reserve Bank of India (RBI) as on 31.03.2013.
- 2) The bidder should be a profit making company/firm for the last two financial years ending on 31.03.2012 (FY2010-11, FY2011-12) and the net worth should be positive as on 31.03.2012.
- 3) The bidder should have supplied at least 100 (Hundred) Note Sorting Machines during last Two financial years ending 31.03.2013 to Public Sector Banks/Scheduled Commercial Banks in India / Reserve Bank of India(RBI).
- 4) The bidder submitting the bid should be a Registered Company/Firm having minimum Average Annual Turn Over of ₹2 Crores (Rupees Two Crores), during the last two financial years ending on 31.03.2012.Manufacturers Authorisation Form (MAF) also to be submitted.
- 5) If the Bidder is not the Original Equipment Manufacturer (OEM) but only an authorized dealer, it should have a valid authorization letter from the OEM to deal/market the machine in India.



The Bidder should enclose proof in support of all Pre-Qualification Criteria while submitting the Bid Proposals. Bidders not meeting the eligibility criteria and not submitting proof of the same will not be considered for further Technical Evaluation and the Bid may be considered as Technically non-responsive. Bank will not entertain any correspondence on this issue and Bank's decision will be final.

7. Submission of Bids: Tenderers may quote for one or more types of Note Sorting Machines i.e. for HDNSM (4 + 1 pockets) and/or HDNSM (3 + 1 pockets) and/or DTNSM (2 + 1 pockets) and/or DTNSM (1 + 1 pockets). Tenderers should quote for only **one** time tested make and model which is in use in India (for which proof shall be furnished) for the last one year [of particular type, ie. HDNSM (4+1 pockets) or HDNSM (3 + 1 pockets) or DTNSM (2+1 pockets) or DTNSM (1+1 pockets) conforming to the technical specifications. Bids are to be submitted in separate sealed covers, duly signed and superscribed as:

Cover No. 1	Technical Bid for Supply, Installation, Commissioning and Maintenance of Heavy Duty Note Sorting Machines (4 + 1 Pockets).
Cover No. 5	Price Bid for Supply, Installation, Commissioning and Maintenance of Heavy Duty Note Sorting Machines (4 + 1 Pockets).
Cover No. 9	For keeping EMD for Heavy Duty Note Sorting Machines (4+1 Pockets)
Cover No. 2	Technical Bid for Supply, Installation, Commissioning and Maintenance of Heavy Duty Note Sorting Machines (3 + 1 Pockets).
Cover No. 6	Price Bid for Supply, Installation, Commissioning and Maintenance of Heavy Duty Note Sorting Machines (3 + 1 Pockets).
Cover No.10	For keeping EMD for Heavy Duty Note Sorting Machines (3+1 Pockets)
Cover No. 3	Technical Bid for Supply, Installation, Commissioning and Maintenance of Desk Top Note Sorting Machines (2 + 1 Pockets).
Cover No. 7	Price Bid for Supply, Installation, Commissioning and Maintenance of Desk Top Note Sorting Machines (2 + 1 Pockets).
Cover No.11	For keeping EMD for Desk Top Note Sorting Machines (2+1 Pockets)
Cover No. 4	Technical Bid for Supply, Installation, Commissioning and Maintenance of Desk Top Note Sorting Machines (1 + 1 Pockets).
Cover No. 8	Price Bid for Supply, Installation, Commissioning and Maintenance of Desk Top Note Sorting Machines (1 + 1 Pockets).
Cover No.12	For keeping EMD for Desk Top Note Sorting Machines (1+1 Pockets)

The name and address of the bidder shall necessarily be written on all the covers. The sealed covers should be addressed and delivered to the Asst. General Manager, Bank of Baroda, Department of Cash Management and Currency Chests , Head Office, Baroda, PIN – 390 005 so as to reach him by 12.00 hrs on 05.06.2013. Late tenders shall not be entertained. To avoid any possible delay in delivery by postal authorities/couriers, the bidders are advised to hand over the tenders personally.



8. Documents to be submitted with bids:

Documents required in Technical Bid :

- (8.1) This Tender Document.
- (8.2) DD towards the cost of tender document, downloaded from website.
- (8.3) DD/Irrevocable Bank Guarantee in lieu of DD towards EMD
- (8.4) Supporting documents in respect of pre-qualification criteria as mentioned in the tender documents.
- (8.5) Any other document indicating the features of the product such as user manual, technical specifications sheets etc.
- (8.6) Latest details regarding the service network throughout the country.
- (8.7) Authorisation letter.
- (8.8) Last two years (2010-11 & 2011-12) audited balance sheets and Profit & Loss A/c statement.
- (8.9) Proof that machine is in use in India for last one year.
- (8.10) Undertaking about maintaining the machines at least for Three Years after warranty period of three years.
- (8.11) Manufactures Authorisation Form (MAF)

It may be noted that if Technical Bids submitted are more than one, each Technical Bid should be supported by the above documents (for e.g., Separate set of documents for HDNSM (4+1 Pockets), HDNSM (3+1 Pockets), DTNSM (2+1 Pockets) and DTNSM (1+1 Pockets).

9. Pre-bid meeting: **A pre-bid meeting will be held on 22.05.2013 at 15.00 hrs. at Baroda to clarify doubts or queries if any, of the bidders. The bidders shall give in writing the points on which clarifications are required by them, sufficiently in advance. Clarifications/ details furnished by the Bank in writing alone shall be binding and shall form part of the tender document.**

Clarifications are to be requested by prospective bidders in the following format in word document in softcopy through e-mail currencychest.ho@bankofbaroda.com and the hardcopy through the courier/hand delivery, at least 3 days before the date of pre-bid meeting.

Sl. No	RFP Clause No/page No	RFP term	Bidders Request for following Clarifications
1			

Changes if any made in the tender conditions, consequent to the pre-bid meeting will be informed to the bidders participated in the pre-bid meeting besides uploading the corrigendum in Bank's website. However, newspaper advertisement notifying the corrigendum will not be published. Hence the Bidders/Vendors shall visit/see the Bank's website for changes made, if any, in the tender document consequent to Pre-bid meeting.



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10. **Bid Opening and preliminary scrutiny:** The technical bid will be opened at 15.00 hrs on 05.06.2013, at Bank of Baroda, Head Office, Baroda in the presence of intending bidders or their Representatives who may be deputed to remain present at the time of tender opening. **Only one Authorised Representative will be allowed to witness the tender opening upon submitting the authorization letter issued by the Vendor Company as well as Identity Card.** The price bids of the technically responsive bidders whose **machines are found acceptable** will be opened in the presence of the tender opening committee and the date of opening of commercial bids will be informed to the technically responsive bidders.

No offer can be modified or withdrawn by a Bidder after submission of Bid/s.

If any of the Bidders or all the Bidders, who submitted Bids are not present during the specified date and time of opening, the Bank will proceed further with opening of the Bids in their absence.

The Bank will scrutinize the Bid/s received to determine whether they are complete in all respects as per the requirement of RFP and subsequent clarifications, whether technical specifications as required to evaluate the offer has been submitted, whether the documents have been properly signed and whether items are offered as per this RFP requirements. Pre-Qualification Criteria, Technical Bid submitted by the Bidder will be evaluated based on the terms and conditions of the RFP and subsequent clarifications, if any.

The Bank may reject any proposal not containing all the requirements called for in various Annexures. Technical Bid must contain required/ relevant information on all the items including optional items, if any, without fail.

Bank has the right not to entertain any correspondence on any matter relating to this RFP like Technical responsiveness/ non-responsiveness of the Bidders etc. Bank's decision will be final in this matter.

11. **Bid Validity:** Tender validity period is 1 year from the date of LOI(Letter of Indent). The tenders / offers submitted by the vendors including the rates quoted by them shall remain valid during the period of tender validity. .
12. **Bid Currency and Prices:** The offer must be in Indian Rupees only and the price and taxes shall be firm and binding without any escalation whatsoever. However, AMC charges shall be quoted exclusive of Service Tax. Service tax on AMC will be paid separately at the prevailing rate during the period of AMC.

VAT, Service Tax, octroi will be payable on actuals on production of documentary evidence of payment, wherever applicable.

The vendor should clearly provide the goods/ cost component on which VAT will be applicable and the service component on which Service Tax will be applicable. Both VAT and Service tax will not be payable for the same amount/ component.



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13. **Cost of Bidding:** The bidder shall bear all the costs associated with the preparation and submission of its bid and the Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
14. Bidders shall submit fully completed bids in respect of all relevant particulars with complete details. Incomplete bids are liable to be rejected.
15. A soft copy of the Bid on a CD should also be provided.
16. Latest details regarding the service network throughout the country should be furnished along with the technical bid in terms of:
- Status of vendor's office, whether own or franchisee, etc.
 - No. of persons / engineers working at the office
 - No. of systems, sites being handled at present by the office
 - Names of contact persons, addresses and telephone nos.
17. In case of Vendor acting on behalf of principal manufacturer, details of the principal manufacturer entity, its background and the particulars of agency arrangement is to be furnished and service to be provided directly by vendor.
18. If the Bidder is not the manufacturer or producer, the Bidder should produce a certificate as per the format (Manufacturer's Authorisation form enclosed) that they have been duly authorized by the goods' manufacturer or producer to supply the goods and assuring full guarantee and warranty obligations. If proposals are submitted through the business partners or authorised distributors etc., a separate "LETTER OF AUTHORISATION TO BID" on behalf of the main vendor/s should be enclosed along with the technical bid. Proposals received without the authorisation letter/s will summarily be rejected. However, the bidder should confirm that they have a national presence to extend support for the systems supplied and also submit a list of such service support centers.
19. **Evaluation of Tender:**
- The tenders received within the due date and time only will be considered for evaluation.
 - The Technical bids shall be opened and the qualifications of the bidders will be evaluated to ensure meeting the minimum pre-qualification criteria.
 - Technical bids of the bidders who satisfy the prequalification criteria will be evaluated for compliance of other terms and conditions and also compliance of the machine/model offered to the technical specifications. The bidders, whose Technical bids are found to be in order in all respects, will be advised to give a demonstration of the model of the Note Sorting Machine offered to explain the various features listed in the Technical Bid. The model will also be subjected to the following tests:



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- i. Speed test to check the machine's speed;
 - ii. Authenticity check with reference to the features of genuine notes as disclosed by the RBI to sort suspect notes;
 - iii. Fitness sorting with reference to the fitness parameters laid down by RBI;
 - iv. Consistency test to check the consistency of the machine's performance;
 - v. Stress test to check the suitability of the machine to work continuously for long hours.
- The bidder has to make available the machine for conducting these tests for which no payment will be made. These tests shall be conducted at Baroda at a specified Place by the Bank at a specified time in the presence of bidder's representative, Bank's officials and Consultants if any appointed for conducting the tests.
 - The bidder shall handover the NSM offered to be tested in a standard condition. Once the NSM has been handed over for test, the representative of the bidder shall not be allowed to touch the machines in any manner over the entire period of testing.
 - The testing is likely to be continued for minimum 40 hours of operating time spread over 7 days.
 - The detailed procedure for conducting these tests is given elsewhere in this document. Based on the test results, the bank will shortlist machines which are considered to be suitable. The decision of the Bank regarding suitability of a machine shall be final and binding on the bidder.
 - The price bids of only the successfully qualified vendors whose Technical bids and machines are found acceptable will be opened subsequently on the date that will be conveyed to them.
- The L1, L2 and L3 will be determined on the basis of the lowest price (Cost of machine + AMC charges for 3 years). L2 and L3 bidders will have to match L1 price. The orders may be split at the sole discretion of the Bank between L1, L2 and L3 in the ratio of 50%, 30% and 20% respectively. In case the L2/L3 bidder does not / cannot match the prices with the L1 bidder, under the RFP there shall be an option to make an offer and negotiate with the L4 bidder and so on and so forth.

Any incomplete or ambiguous terms/conditions/quotes will disqualify the offer.

20. Notification of Award

Prior to expiration of the period of Bid validity, the Bank will notify the successful Bidders in writing or by e-mail that their Bids have been accepted.

Upon notification of award to successful bidders Bank will promptly notify each unsuccessful Bidder and will discharge their Bid security.

After identification of the Bidders, the Bank will follow its internal procedure for necessary approvals and thereafter proceed with placing of letter of indent to the Bidders.



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21. **During the technical evaluation, Bank reserves the right for seeking clarifications / additional information /details from the responsive vendors. However, clarification/information from the vendors without the Bank seeking for the same during the process will not be entertained.**
 22. No change whatsoever will be permitted in the technical bid after opening the same.
 23. **The tenderer shall agree that until a formal agreement on stamp paper is prepared and signed with the Bank, this tender shall constitute a binding contract between the tenderer and the Bank.**
 24. **The Bank reserves the right to check each machine, before delivery to the specified locations, through an independent Agency for compliance of stipulated parameters.**
 25. **The applicable TDS will be deducted from the bill, before releasing the payment.**
 26. **The Technical Bid submitted in response to this tender and written clarifications submitted consequent to pre-bid meetings, if any, till the date of acceptance of bid shall form part of the contract document. The successful bidder, on acceptance of his bid by the Bank, shall, within 15 days from the date of intimation of acceptance, sign an Agreement with the Bank on required stamp paper in the format available as per Annexure 1 in the tender document.**
 27. Canvassing in connection with tenders is strictly prohibited.
 28. Bank reserves the right to cancel this invitation to offer in part or full and also the entire procurement process at any stage without assigning any reason. No claims whatsoever shall be entertained on this account.
 29. All the pages of tender document shall be sealed (stamped) and signed by Authorized signatory as token of having read the entire tender document and understood the instructions, terms & conditions etc. No changes whatsoever be permitted in the tender document and the tender submitted by the bidder shall be strictly as per Bank's format.
 30. The Bidder shall indemnify, protect and save the Bank against all claims, losses, damages, costs, expenses, action suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. by the Bidder. The Bidder shall always remain liable to the Bank for any losses suffered by the Bank due to any technical error and negligence or fault on the part of the Bidder and the Bidder also indemnifies the Bank for the same in respect of the hardware and software supplied by him by executing an instrument to the effect on a Non-Judicial stamp paper that Bank may sustain on account of violation of patent, trademarks etc. by the Bidders.
 31. Notwithstanding anything contained herein above, in case of any dispute, claim and legal action arising out of this RFP, the parties shall be subject to the jurisdiction of Courts of Law in the place of the Head Quarter (Baroda, Gujarat) of the Bank only.

GENERAL MANAGER (OPS & SER)



GENERAL TERMS & CONDITIONS:

1. **INTERPRETATION** : In construing these conditions, the specifications, and Agreement, the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires;
 - i) “Bank” : The term shall denote Bank of Baroda and any of its employees/ representative authorized on its behalf.
 - ii) “Purchaser” : The term shall denote the Bank, placing the letter of indent, and any of its employees/ representative authorized on its behalf.
 - iii) “Tenderer”/ “Bidder”/ “Supplier”/ “Vendor” : The term shall mean _____ (Name & address of the tenderer) and their heirs, legal representatives, assigns and successors.
 - iv) “Supply”/ “Work” shall mean the work or works to be done under this contract, as detailed in the Scope of Work.
 - v) “Machine” shall mean the Heavy Duty/Desk Top Note Sorting Machines, including all accessories such as printer, voltage stabilizer etc, to be supplied under this contract.
2. **SCOPE OF WORK**: The work is supply, installation, testing, commissioning and maintenance of Note Sorting Machines, as detailed elsewhere, with comprehensive all inclusive warranty of 3 years and comprehensive maintenance for a further period of 3 years. The machines are to be supplied to various branches/CPC/Currency Chests of the Bank in various locations in India. The scope also includes supplying of accessories as specified and training of Bank’s staff in operation of the machines.
3. **EARNEST MONEY DEPOSIT (EMD)** : The tenderer will have to deposit earnest money to the extent and in the form detailed in the Notice Inviting Tender and General Information and Instructions to the Bidders. If a Tenderer withdraws or unilaterally modifies its tender during the period of Tender validity, or in case a successful bidder fails to accept Letter of Indent (LOI), provide Performance Guarantee and sign the agreement within the time allowed, the Earnest Money Deposit will be forfeited / Bank Guarantee will be invoked.

EMD of successful tenderer will be refunded on submission of Performance Guarantee. No interest shall be allowed on the Earnest Money. EMD of unsuccessful tenderers will be refunded on finalisation of the tender or after expiry of the validity of the offer.

The Bid security may be forfeited:

- i. If a Bidder withdraws its Bid during the period of Bid validity; or
- ii. In case of a successful Bidder, if the Bidder fails:
 - (a) To accept LOI,
 - (b) To furnish Performance Guarantee valid for 42 months (6 months beyond the completion of warranty period) within the stipulated time



4. PERFORMANCE GUARANTEE:

The Performance Guarantee shall be 8% (Eight percent) of the contract value, excluding the AMC charges in the form of a Bank Guarantee as per approved format (enclosed as Annexure 3) from a Scheduled Commercial Bank (other than Bank of Baroda). On satisfactory completion of the Warranty period and submission of Bank Guarantee for AMC, this Performance Guarantee shall be discharged and returned to the bidder.

5. PRICE

i) The price of Note Sorting Machine shall include the cost of printer. The bidder shall indicate if voltage stabilizer is in-built or is to be provided as additional accessory.

ii) The prices quoted shall be deemed to include **all taxes and duties, local levies in the country of origin and shipment, packing, freight from the factory to the destination site, insurance, handling, clearing charges etc. and all taxes and duties in India** (except VAT and Octroi/ Entry tax, if any), installation and commissioning. If the Tenderer fails to include such taxes and duties in the tender, no claim thereof will be entertained by the Bank afterwards.

VAT, Service Tax, octroi will be payable on actual on production of documentary evidence of payment, wherever applicable.

The vendor should clearly provide the goods/ cost component on which VAT will be applicable and the service component on which Service Tax will be applicable. Both VAT and Service tax will not be payable for the same amount/ component

iii) The prices are inclusive of THREE year comprehensive warranty i.e. 36 months from the date of installation and successful commissioning of equipment at the respective branch / offices.

iv) Price is not subject to fluctuation of the rupee against foreign currencies or for any other reason(s). The price shall remain firm throughout the period of this contract.

v) In case there is a change in the Government norms, taxes etc before installation or presentation of invoices on the Bank, whichever is later, the same shall be borne by the supplier.

vi) Price quoted shall remain firm for acceptance during the validity period stated in the General Information and Instructions to Bidders.

vii) Fall Clause

If the selected Bidder reduces its price or sells or offers to sell the rate contracted goods under similar items and conditions as in the rate contract, at a price lower than the rate contracted price to any person or organization during the currency of the rate contract, the rate contract price will be automatically reduced for all subsequent supplies under the rate contract, with effect from the date from which



such offer or sale was made to the outsider and the rate contract will be amended accordingly.

6. DELIVERY, LIQUIDATED DAMAGES

- i) On acceptance of tender, the Bank shall issue a Letter of Indent (LOI) to the successful bidder. The Bidder shall give an unconditional letter of acceptance of LOI, provide Performance Guarantee and enter into Service Level Agreement with the Bank as per the format (enclosed as Annexure - 1) within 15 days of the date of letter of indent failing which the Bank reserves the right to invoke the Bank Guarantee for the Earnest Money Deposit and cancel the purchase contract. Firm purchase order will be placed by the Bank, only after the successful bidder signs the Agreement.
- ii) Time is the essence of this contract. The supply of all the machines and all accessories such as printer etc shall be completed within the stipulated period of 90 days from the date of LOI.
- iii) In case the supplier fails to supply the machine/accessories within the above delivery period, the Bank shall be at liberty to cancel the order for the undelivered machines if any, besides de-listing the supplier from the vendors list and also denying any future entrustment by the Bank.
- iv) If the supplier fails to deliver the machines as above and in the event of such cancellation, the Performance Guarantee of the supplier shall stand forfeited and the supplier shall not be entitled to any compensation but the supplier shall continue to carry out all his obligations under this contract, including warranty and AMC, in respect of the machines that may have already been supplied and commissioned before cancellation.
- v) The Bank, at its sole discretion, decides to accept the delayed supply of any machine(s), liquidated damages @ 0.5% of cost of the machine will be charged per week or part thereof, subject to a maximum of 10% of the cost of the machine for each machine which is delayed. The amount of damages so calculated shall be deducted at the time of making any payment after successful installation and commissioning of the machine and the cost of transportation and other cost thereon shall be borne by the supplier.
- vi) The machines shall be installed and commissioned within three days of delivery at Branch/Currency Chest/CPC. Various parameters set out by the Bank and duly committed by the supplier, while participating in the tender process, shall be demonstrated after installation at each of the location. In case the machine does not function properly during the installation / demonstration, the same shall be immediately replaced with a new machine.
- vii) The decision of the Bank in regard to cancellation of the Purchase Order, levy of liquidated damages and forfeiting the Performance Guarantee shall be final.



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- viii) In case of delivery of machines to States where Road Permit is required for transportation of goods, it is the responsibility of supplier to procure the same by making all arrangements required well in advance. However, Bank will provide any letter, if required by the vendors for getting the permits. The Bank shall not be responsible for any delay on this account. However, the Bank may consider, in exceptional circumstances and purely at its sole discretion, granting additional time for completion of supply, if it is satisfied that the delay was on account of delay in issuing road permits by the concerned authorities and not on account of any delay or lapse on the part of the supplier. No correspondence shall be entertained from the bidders.

7. INSTALLATION

- i) The supplier shall arrange at its cost for the transportation and delivery of the machines and accessories to the Bank's Branches/CPC/Currency Chests situated at various locations in India and shall install and commission them at site and conduct such stress tests as per the requirement of the Bank, as mentioned in this document.
- ii) Installation and commissioning of the machine to the satisfaction of the Bank is the responsibility of the Vendor.
- iii) Any damage to existing structure, fixtures or fittings during the installation shall be made good by the supplier at his own cost.

8. WARRANTY

- i) The machines shall be under supplier's comprehensive all inclusive warranty for a period of 3 (three) years from the date of satisfactory installation and commissioning. During this period, the supplier shall ensure that the machines shall at all time be kept in efficient and satisfactory running condition by undertaking appropriate preventive maintenance at monthly intervals and monitoring the performance of the machines.
- ii) During the warranty period the supplier shall, at his own cost, replace any defective parts, rectify/remove any defects in material components, workmanship and functioning that may occur under normal use and provide consumables (I.e. Belts, Roller, Wheel etc., including spares) free of cost to the Bank.
- iii) Any malfunctioning or breakdown of the machine or shortfall in its performance will be intimated to the supplier by the Bank and supplier shall attend to the fault and rectify the same most expeditiously.
- iv) If the machine cannot be made serviceable either by repair or by replacement and put back the system into regular operation within 2 days in metros, 3 days in urban, 5 days in semi-urban & rural and 10 days in island branches, on account of any breakdown due to machine failures/repairs/settings, a similar stand-by machine in good working condition shall be provided at the cost of the vendor failing which a penalty at the rate of ₹ 1,000/- (Rupees one thousand only) per day for the first 10 days and ₹5,000/- (Rupees Five Thousand only) per day beyond 10 days for HDNSM as well as for the DTNSM will be imposed and



deducted from any payment due to the vendor or from the Security Deposit or by encashing the Performance Guarantee.

- v) If the preventive maintenance is not attended, as stipulated under clause (i) above, proportionate charges, based on the AMC amount for first year after the warranty period of 3 years quoted by the supplier, will be deducted from any payment due to the vendor or from the Security Deposit or by encashing the Performance Guarantee.
- vi) Engaging services of any third party (including supplier's subsidiaries, associates, sister concerns etc) by the supplier for providing maintenance support will not be accepted. The Engineers/technicians of the Supplier alone shall carry out monthly preventive check-up and maintenance.
- vii) The company should have sufficient number of factory trained service engineers, service support centres and adequate stock of spares and consumables at various locations in India to attend to the maintenance and preventive check-up of the machines within the stipulated time period.
- viii) The spares and accessories should be available at different service centers.

9. ANNUAL MAINTENANCE CONTRACT (AMC)

- (i) The supplier shall quote his rates for Annual Maintenance Contract (AMC) for three years after the expiry of the warranty period of three years. The AMC will cover the entire machine and accessories, inclusive of the consumables.
- (ii) The supplier shall sign a separate Annual Maintenance Contract with the Bank (before the expiry of warranty period), in the format attached (Annexure 4), for a period of 3 years for satisfactory comprehensive maintenance of the machines and shall provide a Bank Guarantee equivalent to 8% of the total cost of machines **valid for a period of 42 months**, which shall be returned after the AMC period is over.
- (iii) The AMC charges shall be payable by the Bank on half yearly basis at the end of the period subject to Tax Deduction at Sources(TDS) as per relevant provisions of Finance Act from time to time.
- (iv) During the AMC period, the supplier shall provide all services including quarterly preventive checks and attending to complaints, repairing/replacing parts, providing stand-by machines etc as required during Warranty period.
- (v) During AMC period, failure to expeditiously attend to the complaints or preventive maintenance will attract the same penalty as specified for the Warranty period.



10. PAYMENT

- (i) The Bank will not pay any advance for supply of the machines. All payments will be through e-payment mode only. The bills and invoices shall be prepared by the supplier and submitted to the Head Office of the Bank along with a certificate by the Manager of the Branch/location where installed for the satisfactory installation and working. The minimum quantity of machines in a bill shall be 100 or total number of NSMs ordered, if the order is for less than 100 NSMs.
- (ii) Various parameters, set out by the Bank and duly committed by the supplier while participating in the tender process, shall be demonstrated after installation at each of the location. If the machine does not stand the test, the order stands automatically cancelled and the supplier shall not be entitled for any payment and the machines shall be taken back at the cost, risk etc. of the supplier. Further in such an event the EMD/Performance Guarantee deposited by the vendor shall be forfeited.
- (iii) **The machine should once again undergo a stress test after installation by the supplier for 5 hours each day for a period of 15 working days at the branch. If in order, the Branch Manager will certify that the machine is running satisfactorily.** The tenderer shall be required to furnish certificates from the manufacturer besides his own certification as stated in **clause iv below**. The machine shall be deemed to have been delivered, installed, commissioned and handed over to the specified currency chest / non-currency chest branch only after these three certifications. **The payment would not be released if the machine fails to perform satisfactorily for a period of 15 working days from the date of installation and until such time it is rectified / replaced to the satisfaction of the Bank.**
- (iv) The Supplier shall furnish a certificate from the manufacturer that the machines are new, based on proven and established technology and are as per the Machine Requirement and Technical Specifications mentioned in the tender, free from defective material and workmanship and suitable for Indian conditions. In addition to the **manufacturer's certificate**, the above shall also be certified by the **supplier**.
- (v) The issuance of above certificate by the Branch Manager shall in no way relieve the Supplier from the provisions of **clause iv**
- (vi) 92% of the Invoice amount will be paid by the Bank within 90 (Ninety) days from the date of submission of the bill , subject to compliance of the following:
 - a. Satisfactory installation and commissioning of the machine and accessories as per the parameters mentioned in the Technical bid, general terms and conditions of the tender.
 - b. Production of the following documents pertaining to the delivery & installation of the machine and accessories in original duly acknowledged by the Bank Official/Officer-in-charge.



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- Original (Bidder's) Invoice along with certified copy of Invoice, showing Contract No, Goods description, quantity, unit price, total amount, Serial Nos. of the Equipment/s etc.
 - Original Delivery Note signed by Consignee or Acknowledgement of receipt of goods from the Consignee with the name of the Official who has received the Goods, designation and mobile number.
 - Insurance Certificate
 - Manufacturer's/ Bidder's Warranty Certificate.
 - Installation Note (including confirmation on satisfactory running of machine, as mentioned in clause iii above) signed by Bank Officers with the name of the Official, designation and mobile number.
 - Certificate as mentioned in clause iv above
- c. Production of a Certificate issued by the Currency Chest / Branch / Regional Office of the Bank in whose jurisdiction the machine is installed confirming the speed of the machine as 25000 to 30000 Bank notes (through put) for HDNSM / DTNSM of any mix per hour provided by the Bank into the respective stackers as per the set programme and fitness sorting as per the RBI norms and satisfactory performance of the machine as per the parameters committed by the supplier in the Technical bid and tender terms and conditions.
- d. Compliance with regard to training of Bank's staff as stipulated in Clause 12 below.
- e. Execution of separate Annual Maintenance Contract as per the format attached (Annexure 4).
- (vii) Balance 8% of the invoice amount will be paid after satisfactory completion of the Warranty Period of three years or against a Performance Bank Guarantee for equal amount issued by any Scheduled Commercial Bank (other than the Bank) to the satisfaction of the Bank as per Annexure 3.
- (viii) In the event of any breach of terms and conditions and/ or failure to service the machine(s) by the supplier as per the terms and conditions, Bank shall have the right to invoke the Performance Bank Guarantee.
- (ix) Applicable Tax deduction at source (TDS), if any, as per relevant provisions of Finance Act from time to time, will be deducted at the time of releasing the payments. The payments will be released through NEFT / RGTS and the Selected Bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc.

11. DEDUCTION FROM PURCHASE PRICE

The Supplier shall reimburse the Bank all costs, charges, damages or expenses which the Bank may have paid or suffered and to the extent to which the Supplier is obliged and responsible under this Contract to do so, within 30 days upon written request of the Bank failing which such costs, charges, damages or expenses including statutory payments, if any, shall be deducted by the Bank from any money



due or becoming due to the Supplier under this contract or any other Contract or may be recovered by encashment of Bank Guarantees or by arbitration/action of law or otherwise from the Supplier.

12. TRAINING

The supplier shall associate the site staff during the testing of the machine/s. The Supplier shall also train the staff in the proper operation and trouble identifying, troubleshooting and routine maintenance at each and every location. On successful installation & Commissioning of the machine, training for at least Three days shall be provided through factory trained Service Engineer.

13. INSURANCE AND RISKS

The insurance shall be for an amount equal to 110% of the CIF value of the goods delivered at the respective branches covering all risks (fire, burglary, SRCC, natural calamities such as earth quake, flood etc.) for a period of 4 months from the date of delivery at the location in addition to the transit period.

14. ENFORCEABILITY

The decision of the Bank in arriving at the conclusion of breach of conditions and/or default of supplier will be accepted by the supplier without any demur and the Bank will be at liberty to enforce these conditions/rights.

15. TERMINATION

- (i) The Bank at its option without prejudice to its rights under the Contract, is entitled to terminate the Contract at any time by giving 30 days' written notice to the Contractor in the following circumstance:
- a. in case the Bidder does not comply with any of his obligations/undertakings under this Contract.
 - b. if the design, specifications, functions or performance of the machines supplied by the Bidder do not conform to the approved technical specifications and other requirements specified in this contract or agreed to by the bidder.
 - c. if the Bidder refrains from implementing any of the instructions received from the Bank within the stipulation of this Contract.
 - d. in case of any breach of the terms and conditions of this contract by the supplier.
- (ii) If the Supplier becomes bankrupt or insolvent or causes or suffers any receiver to be appointed for its business or any assets thereof, compounded with its Creditors, or being a corporation, commence to be wound up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefit of its Creditors, the Bank shall be at liberty to terminate the contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Supplier or to the Receiver or Liquidator or to any person in whom the Contract may become vested or give such Receiver, Liquidator or other person the option of



carrying out the Contract subject to his providing guarantee for amount to be specified by the Bank.

- (iii) In the event of such termination, the Performance Guarantee submitted by the supplier and the Bank Guarantee for AMC shall stand forfeited and the Bank shall have the right to terminate vendor ship and deny any future empanelment.

16. ASSIGNMENT

The whole of the works (separately for each type of Note Sorting Machines) included in the contract shall be executed by the tenderer and shall not directly or indirectly transfer, assign or sublet the contract or any part, share or interest therein without written consent of the Bank.

17. INDEMNITY

The supplier indemnifies to protect and save Bank against all claims, losses, costs, damages, expenses, action suits and other proceeding resulting from infringement of any patent, trademarks, copyrights etc, or such other statutory infringements in respect of all Note Sorting Machines supplied to the Bank.

18. FORCE MAJEURE

The Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, and acts of the Bank either in fires, floods, strikes, lock-outs and freight embargoes.

If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such conditions and the cause thereof immediately. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform it's obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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.

Notwithstanding the above, the decision of the Bank shall be final and binding on the Bidder.



19. UPGRADATION

The supplier confirms that the machine is adaptable to any new series of currency notes that may be issued by the Reserve Bank of India from time to time with revised security features. The supplier further undertakes to upgrade the software of machine from time to time, at no extra cost, to facilitate proper sorting of currency notes and detection of forged/counterfeit notes including any new currency notes that may be issued or any new security features that may be introduced by the Reserve Bank of India.

20. INSPECTION

The Bank reserves the right to get the machines and accessories inspected by its own technical personnel and / or by any other organization / persons engaged for the purpose and the supplier shall have no objection and shall cooperate and provide necessary details/information required for such inspection.

21. SETTLEMENT OF DISPUTES

- (i) Should any dispute or difference of any kind whatsoever arise between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or difference by mutual consultation.
- (ii) If after 30 days the parties fail to resolve their disputes or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute. No arbitration in respect of this matter may be commenced unless such notice is given.
- (iii) Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be settled in accordance with the Arbitration and Conciliation Act, 1996.
- (iv) Arbitration proceedings shall be held at the place of the Head Quarters of the Bank and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (v) In the event of a dispute or difference of any nature whatsoever between Bank and the Bidder during the course of the assignment arising as a result of this proposal, the same will be settled through the process of arbitration conducted by a sole Arbitrator appointed by the Bank. Arbitration will be carried out at Bank's office that placed the order. The provisions of Arbitration and Conciliation Act 1996 shall apply to the Arbitration proceeding.
- (vi) Notwithstanding any reference to arbitration herein,
 - a. the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and



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- b. the purchaser shall pay the supplier any monies due to the supplier unless the dispute is relating to such payment.

22. WAIVER

Non-enforcement by either party of any of the provisions of this Contract shall not construe or constitute as a waiver of the provision itself or any subsequent breach thereof. The validity of the Contract shall not be affected, should one or more of its stipulations be or become legally invalid and such stipulation is severable from and not fundamental to the obligations of either party to this Contract. In such a case, the parties shall negotiate in good faith to replace the invalid clause by an agreed stipulation which is in accordance with the applicable Indian Law and which shall be as close as possible to the party's original indent.

23. STATUTORY AND OTHER REGULATIONS

The Supplier shall comply with all the statutory obligations of the Government of India / State Governments and local authorities applicable and the Bank shall not be liable for any action under the statutes applicable due to non-compliance of statutory obligations by the Supplier.

24. APPLICABLE LAW

The Contract shall be interpreted in accordance with the laws of India. Any dispute arising out of this contract will be under the jurisdiction of Courts of Law in the place of the Head Quarters of the Bank i.e at Baroda, Gujarat.

25. JURISDICTION

This agreement shall be subject to the jurisdiction of the Courts in the place of the Head Quarters of the Bank i.e at Baroda, Gujarat.

26. LIABILITY OF THE SUCCESSFUL BIDDER

Bank shall hold the Successful Bidder, its Successors, Assignees and Administrators fully liable against loss or liability, claims, actions or proceedings, arising out of non-fulfillment of any obligations under the Contract and such liability of the Successful Bidder will be restricted to the actual amount of the Contract.

Successful Bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Successful Bidder and shall be vicariously liable for all the acts, deeds or things done by its employees, agents, contractors, sub-contractors etc., whether the same is within the scope of power or outside the scope of power, vested or instructions issued by the Bank under the Contract to be issued for this tender.

However, the Successful Bidder would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

27. NEGLIGENCE

In connection with the work or contravenes the provisions of General Terms, if the Successful Bidder neglects to execute the work 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 Successful 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 Successful bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank is to be compensated for good the failure at the risk and cost of the Successful Bidder.

28. DRAWINGS

1. The supplier shall supply all necessary drawings and documents to the Bank's currency chest branches / non-currency chest branches without any additional cost. These drawings and documents shall be in English.
2. The drawings and documents to be furnished shall be as follows:
 - a) All general arrangement and installation drawings inclusive of installation instructions.
 - b) Electrical schematic drawings indicating consumption points.
 - c) Two sets of operation and maintenance instructions/ manuals/ catalogues and two sets of descriptive literature giving, Control / safety circuit diagrams with various set parameters duly marked, wherever applicable shall be supplied along with the machine.

29. The Bank reserves the right to cancel the bid with out assigning any reasons.

30. The Vendors shall inform the Bank in case of Transfer of Ownership of the Company.

31. RATES TO BE IN FIGURES AND WORDS

The Tenderer should quote in English both in figures as well as in words the rates and amount tendered by him in the schedule of Rates for each item and in such a way that interpolation is not possible. The amount for each item should be worked out and entered and requisite totals given of all items both in figures and in words. The tendered amount for the work shall be entered in the tender and duly signed by the Tenderer.



(On Company's Letter Head)

To

**The General Manager
(Operations & Services)
Bank of Baroda
Head Office
Baroda**

Dear Sir,

Re: T E N D E R - O F F E R

We have read and examined the tender document for Heavy Duty / Desk Top Note Sorting Machines. We hereby tender for the execution of the work specified by the Bank within the time to be specified at the rates to be finalized in this bidding process, in accordance with the Technical Specifications, and instructions in writing referred to in the General Rules and Instructions, and in all respects and in accordance with, such conditions so far as applicable for the following types of Note Sorting Machines:

- a. 35 Nos of Heavy Duty Note Sorting Machines (4+1 pockets)*
- b. 20 Nos of Heavy Duty Note Sorting Machines (3+1 pockets)*
- c. 1038 Nos of Desk Top Note Sorting Machines (2+1 pockets)*
- d. 1048 Nos of Desk Top Note Sorting Machines (1+1 pockets)*

We agree to keep the tender open for 1 year from the date of letter of indent and not to make any modifications in its terms and conditions.

A sum of ₹25,000/- (Rupees Twenty Five Thousand only) by way of Demand Draft issued by (Name of the issuing Bank) bearing no and date is hereby enclosed as Cost of Tender document.

We enclose, as Earnest Money Deposit, the following *Demand Drafts/ *Bank Guarantees issued by (Name of the issuing Bank):

*DD/BG No.....dated..... for ₹20 lakh for Heavy Duty Note Sorting Machines (4+1 pockets);

*DD/BG No.....dated..... for ₹10 lakh for Heavy Duty Note Sorting Machines (3+1 pockets);

*DD/BG No.....dated..... for ₹ 1.5 Crore for Desk Top Note Sorting Machines (2+1 pockets).

*DD/BG No.....dated..... for ₹ 60 lakh for Desk Top Note Sorting Machines (1+1 pockets).

*(strikeout whichever is not applicable)



In the event of our withdrawing, or unilaterally modifying, this offer during the period of Tender validity or failure to accept Letter of Indent (LOI) within 15 days of its issue, or failure to furnish Performance Guarantee or to sign the agreement when called upon to do so, we agree that the Bank shall without prejudice to any other right or remedy, be at liberty to forfeit the said Earnest Money absolutely.

We hereby declare that we shall treat the tender documents, drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any persons other than a person to whom we are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State / the Bank.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

Commissions or gratuities, if any paid or to be paid by us to agents relating to this Bid, and contract execution if we are awarded the contract, are listed below:

Name and address of agent Amount & Currency ... Purpose of commission or gratuity

(If none, state none)

We are aware that tender will be evaluated separately for each type of Note Sorting Machines (NSM), i.e. Heavy Duty Note Sorting Machines (HDTNSM 4+1 pockets), Heavy Duty Note Sorting Machines (HDTNSM 3+1 pockets), Desk Top Note Sorting Machine (DTNSM 2+1 pockets) and Desk Top Note Sorting Machines (DTNSM 1+1 pockets) and that the Bank may place the purchase order with successful bidder for a particular type of NSM.

We fully understand that you are not bound to accept the tender merely for the reason that the same is the lowest.

Shri. _____, authorized representative of the Company, is the person authorized to negotiate commercial, technical terms & conditions & sign on behalf of the firm any Agreement, Bills & receipts for this work.



We agree that until a formal agreement on requisite value stamp paper is prepared and signed, this tender with your written acceptance thereof shall constitute a binding contract between us.

Dated :

Signature of Contractor/Bidder/Vendor

Witness, Name & address:

Full Postal Address including 1).

2).

Pin Code No.

Telephone No & Mobile No :



TECHNICAL SPECIFICATIONS (1)
HEAVY DUTY NOTE SORTING MACHINE (HDNSM 4+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	Ergonomic design, sturdy, capable of working in dusty, hot and humid conditions in India	
3	Number of Stackers with capacity- Four or more	
4	Number of Reject Stackers with capacity - One or more	
5	Minimum Processing Speed - 25000 Notes/hour. Machine programmable for diverse sorting parameter	
6	Feeding Capacity - Minimum 500 Notes with Assisted Feed mechanism	
7	Machine should work on any 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	
15	Possibility of upgradation of software as per RBI directive	
16	The technology must be image based.	
17	User interface machine should have attached printer, display with function, menu keys, external display for count of notes at no extra cost.	
18	Printer interface facility must be provided free of cost	
19	Power supply requirements and consumption	
20	Voltage stabiliser - inbuilt or external? (at no extra cost).	
21	Machine should have software upgradation Facility to make changes	
22	Machine should have LCD graphic mode Digital display of information with value / Nos. of Notes	
23	Warranty (3 years, unconditional)	
24	Machines should have Central Monitoring facility	
25	<p>Details of EMD: DD No..... Date..... .Amount..... Bank..... Payable at.....</p> <p>Or BG No.....Date..... Amount..... Issue Bank.....</p>	



TECHNICAL SPECIFICATIONS (2)
HEAVY DUTY NOTE SORTING MACHINE (HDNSM 3+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	Ergonomic design, sturdy, capable of working in dusty, hot and humid conditions in India	
3	Number of Stackers with capacity- Four or more	
4	Number of Reject Stackers with capacity - One or more	
5	Minimum Processing Speed - 25000 Notes/hour. Machine programmable for diverse sorting parameter	
6	Feeding Capacity - Minimum 500 Notes with Assisted Feed mechanism	
7	Machine should work on any 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	
15	Possibility of upgradation of software as per RBI directive	
16	The technology must be image based.	
17	User interface machine should have attached printer, display with function, menu keys, external display for count of notes at no extra cost.	
18	Printer interface facility must be provided free of cost	
19	Power supply requirements and consumption	
20	Voltage stabiliser - inbuilt or external? (at no extra cost).	
21	Machine should have software upgradation Facility to make changes	
22	Machine should have LCD graphic mode Digital display of information with value / Nos. of Notes	
23	Warranty (3 years, unconditional)	
24	Machines should have Central Monitoring facility	
25	<p>Details of EMD: DD No..... Date..... .Amount..... Bank..... Payable at.....</p> <p>Or BG No.....Date..... Amount..... Issue Bank.....</p>	



TECHNICAL SPECIFICATIONS (3)
DESK TOP NOTE SORTING MACHINE (DTNSM 2+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 - Two or more	
4	Number of Reject Stackers with capacity - One or more	
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 any 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	
15	Possibility of upgradation of software as per RBI directive	
16	The technology must be image based.	
17	User interface machine should have attached printer, display with function, menu keys, external display for count of notes at no extra cost.	
18	Printer interface facility must be provided free of cost	
19	Power supply requirements and consumption	
20	Voltage stabiliser - inbuilt or external? (at no extra cost)..	
21	Machine should have software upgradation Facility to make changes	
22	Machine should have LCD graphic mode Digital display of information with value / Nos. of Notes	
23	Warranty (3 years, unconditional)	
24	Machines should have Central Monitoring facility	
25	Details of EMD: DD No..... Date..... .Amount..... Bank..... Payable at..... Or BG No.....Date..... Amount..... Issue Bank.....	



TECHNICAL SPECIFICATIONS (4)
DESK TOP NOTE SORTING MACHINE (DTNSM 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 - One or more	
4	Number of Reject Stackers with capacity - One or more	
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 any 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	
15	Possibility of up gradation of software as per RBI directive	
16	The technology must be image based.	
17	User interface machine should have attached printer, display with function, menu keys, external display for count of notes at no extra cost.	
18	Printer interface facility must be provided free of cost	
19	Power supply requirements and consumption	
20	Voltage stabiliser - inbuilt or external? (at no extra cost)..	
21	Machine should have software upgradation Facility to make changes	
22	Machine should have LCD graphic mode Digital display of information with value / Nos. of Notes	
23	Warranty (3 years, unconditional)	
24	Machines should have Central Monitoring facility	
25	Details of EMD: DD No..... Date..... .Amount..... Bank..... Payable at..... Or BG No.....Date..... Amount..... Issue Bank.....	



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	Limpness	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 mm² 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 mm² 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 mm², the note shall be sorted as unfit. A note with a single stain covering an area of more than 200 mm² 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 mm²; 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.



TEST PROCEDURES

Machine shall not be disturbed/ tempered during the testing. No mechanic / Service personnel shall be allowed to touch the machine once it has been handed over to the Bank for technical testing.

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 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.

Speed Test:

Test procedure: A known number (N), not less than 2000, of used bank notes of a particular denomination containing fit, soiled and reject notes shall be used for testing. The time taken in seconds (T) to process the notes will be noted and speed will be calculated using the formula, Speed (S) in notes per hour = $3600N/T$. The test should be repeated with at least two other denominations. The average speed of all denominations shall be taken as the speed of the machine.

Consistency test

The test is carried out to check the consistency of the machine's performance. The notes used for speed test may be used for this test also.

Test procedure: A known number 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.

Stage 1: The notes are processed through the machine and the number of notes in each output stacker (A, B, C etc) shall be noted and kept aside stacker-wise. If the number of notes in any stacker is less than 100, additional notes shall be processed so that there are at least 100 notes in any stacker.

Stage 2: The notes removed from stacker A are then processed through the machine and the total number of notes in all other output stackers (**excluding A**) shall be noted and expressed as a per cent of the number processed.

Stage 3: Test in stage 2 is repeated and result noted.

Stage 4: The notes removed from stacker B in Stage 1 are then processed through the machine and the total number of notes in all other output stackers (**excluding B**) shall be noted and expressed as a per cent of the number processed.

Stage 5: Test in stage 4 is repeated and result noted.



The procedure is repeated with notes removed from all other stackers in stage 1 and with other denominations.

The percentages calculated as above in all the stages shall not be more than 5%.

Fitness sorting

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. A note must pass all the fitness parameters laid down by RBI to be considered fit for recycling. Notes with any visual or physical defects are to be sorted as unfit as per the criteria set out in Table 1 of the RBI guidelines.

Test procedure: For each of the parameter to be checked, at least 10 notes should be selected in such a way that 5 notes have the defect within the permissible limit and 5 notes have the defect more than the permissible limit. For e.g., to check for holes, 5 notes should have a hole less than 10 mm² and 5 notes should have holes more than 10 mm². These selected notes should have no other defect except the defect in the parameter to be tested. These selected notes should then be mixed with at least 500 other notes and processed. The machine should correctly sort the 5 notes with defect more than the permissible limit as unfit.

The test should be repeated for other parameters.

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.



DETAILS OF THE BIDDER

1. Name of the Company:
2. Constitution of the Company:
(Proprietorship / Partnership / Pvt. Ltd. / Public Ltd. and year of establishment)
3. Annual Turnover:

2010-2011	2011-2012	Please enclose
audited balance sheets and Profit and Loss Statement of the Company for the above 2 years)		
4. Machines manufactured:
(Indigenously or imported)
5. Local Address of Factory, where
Machines are manufactured, with details
of facilities available.
6. In case of imported machines, name and
Address of Principal Suppliers (Details of
arrangement to be submitted)
7. Whether the machine has been installed
in RBI and if yes, the details:
8. Complete details of service network in India
viz. Branches/offices, Number of personnel
engaged and their cell phone Number.
9. Sales Tax Number / PAN / TAN
Service Tax Registration No.:
(Enclose photocopies)
10. Details of similar supply made during
last 2 Financial years ending 31.03.2013.
(Give name of Bank, quantity supplied, period of supply, Model.
Enclose copies of satisfactory installation certificates.)
11. Details of the **factory trained** qualified
engineers with Degree / Diploma :
12. Undertaking as below:
13. Empanelment with any other Bank (Pl. specify):
14. Have your Company and/or Associates have :
undertaken any work for the Bank of Baroda
or its subsidiaries(Pl. specify with details)
15. Have you ever been disqualified or levied
penalty by Bank of Baroda or any other
Bank in India for non-fulfillment of
contractual obligations. If yes, please provide
details in brief.
16. Have you ever been put on a holiday list or
banned by any Public Sector Unit, if yes,
please provide details.



I/We confirm that to the best of my / our knowledge the information provided above is correct and I/we understand that any concealment of facts will lead to my/our disqualification at any stage by the Bank.

Date:

Place:

SIGNATURE OF BIDDER
Authorized Signatory
(With Seal)



(All details are mandatory. Wherever the space is insufficient, separate sheet may be used to furnish the details)

MANUFACTURER'S AUTHORISATION FORM

No.

Dated: / /2013

**The General Manager
Bank of Baroda,
(Operations & Services)
Head Office: Baroda**

Dear Sir,

Sub: Invitation to bid for supply, installation, commissioning and Maintenance of Heavy Duty Note Sorting Machines (4+1 pocket), Heavy Duty Note Sorting Machines (3+1 pocket), Desk Top Note Sorting Machines (2+1 pocket) and Desk Top Note Sorting Machines (1+1 pocket) (strikeout whichever is not applicable) for Currency Chests & Branches all over India.

We who are established and reputable manufacturers of Heavy Duty / Desk Top Note Sorting Machines (strikeout whichever is not applicable) having manufacturing facility at and do hereby authorize M/s. (Name and Address of Agents) to submit a bid, and sign the contract with you for the goods manufactured by us against the above tender.

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

Yours faithfully,

(NAME)
(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its bid.



LETTER OF AUTHORISATION TO BID

No.

Dated: / /2013

**The General Manager
Bank of Baroda,
(Operations & Services)
Head Office: Baroda**

Dear Sir,

Sub: Letter of Authorisation to bid for Supply, installation, commissioning and maintenance of Heavy Duty Note Sorting Machines (4+1 pocket), Heavy Duty Note Sorting Machines (3+1 pocket), Desk Top Note Sorting Machines (2+1 pocket) and Desk Top Note Sorting Machines (1+1 pocket) (strike out which ever is not applicable) for Currency Chests & Branches all over India.

We M/s (Name and address of the principal) hereby authorize M/s. (Name and Address of Agents), our Business Partner/Authorised Distributors to submit a bid, and sign the contract on behalf of us for all the systems/goods required by the bank as called for vide the bank's request for proposal reference no

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

Yours faithfully,

(NAME)
(Name of principal vendor on whose behalf the proposal is submitted)

Note: This letter of authority should be on the letterhead of the principal on whose behalf the proposal is submitted and should be signed by a person competent and having the power of attorney to bind the principal. It should be included by the Bidder in its bid.



ANNEXURE 1

AGREEMENT FORMAT

This agreement made the _____ day of the month of _____ in the year 2013 BETWEEN, (name of the Bank) a body Corporate constituted and functioning under the Banking Companies (Acquisition and Transfer of undertaking Act) 1970 with its Head Office at , represented by its duly constituted attorney Sri....., (name and designation), hereinafter referred to as "BANK", which expression shall unless exclude by or repugnant to the context mean and include its successors in interest and assignees , on the one part and

(Name of the vendor), a company registered under Companies Act, 1956/ a firm registered under Partnership Act 1932 having its registered office at represented by its (director) Sri hereinafter referred to as the '**SUPPLIER/BIDDER or TENDERER**' on the other part;

WHEREAS the Bank having agreed to purchase about Heavy Duty Note Sorting Machines and Desk Top Note Sorting Machines (strike out whichever is not applicable) – (Make/ Model with 4+1 pockets /3+1 pockets/ 2 + 1 pockets / 1+1 pockets) (strike out whichever is not applicable), hereinafter called '**Machine**' from the supplier who agrees to supply, install, impart training, commission and maintain the said machines, as per the model and the specifications and the terms and conditions finalized between the supplier and the Bank,

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;
 - 2.1. The RFP document with all Annexures and Price Bids
 - 2.2. The Tender, Letter of Acceptance, Letters from & to the tenderer, if any, leading to and prior to acceptance letter.
 - 2.3. Technical Specifications, Special Conditions, Questionnaire, tender drawings if any, etc.
 - 2.4. Minutes of pre-bid meeting, if any.
 - 2.5. The details submitted in technical bid, design, and such other documents .



In consideration of the payments to be made by the Bank to the tenderer, the tenderer hereby covenants and agrees with the Bank to complete the works in conformity with and subject to all terms and conditions/rules as mentioned in the General Conditions 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 tenderer, _____ to
..... (name of the Bank) _____ in the presence of:

Signature of Tenderer (with seal)

Signature of Authorized representative of the Bank / Accepting Authority.

Witness (Signature, Name & Address):

1).

2).



ANNEXURE 2

Format of Bank Guarantee In Lieu Of Earnest Money Deposit

To:
The General Manager
Bank of Baroda,
(Operations & Services)
Head Office: Baroda

(To be submitted on non judicial stamp paper of appropriate value purchased in the name of the issuing Bank)

This deed of guarantee made this ____ day of _____ two thousand _____ between ____ (Name of Banker) having its registered office at ____

(place) and one of its local offices at __ (hereinafter referred to as the Surety), and Bank of Baroda, a Body Corporation constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970, having its Head Office at Baroda- 390 005, INDIA (hereinafter referred to as the Bank).

WHEREAS (Tenderer's name herein after referred to as "Tenderer") a Company / firm registered under _____ and having its registered office at ____ is bound to deposit with the Bank by way of earnest money for ₹ 20 lakh (Rupees Twenty lakh only) towards HDNSM (4+1 pockets) or ₹ 10 lakh (Rupees Ten lakh only) towards HDNSM (3+1 pockets) or ₹ 1.50 Crore (Rupees One Crore Fifty lakh only) towards DTNSM (2+1 pockets) or ₹ 60 lakh (Rupees Sixty lakh only) towards DTNSM (1+1 pockets) (as the case may be) in connection with its Tender for supply, installation, commissioning, testing and Maintenance of Heavy Duty Note Sorting Machines (4+1 pockets) and Heavy Duty Note Sorting Machines (3+1 pockets) and Desktop Note Sorting Machines (2+1 pockets) and Desktop Note Sorting Machines (1+1 pockets) (strike out whichever is not applicable) at Bank's Offices/branches located all over India and the specifications and terms and conditions enclosed therein.

WHEREAS the tenderer as per clause, Instructions to tenderers has agreed to furnish a Bank Guarantee valid up to (date, 18 months from the date of opening of Technical Bids) instead of deposit of earnest money in cash.

NOW THIS WITNESSETH:

1. That the Surety in consideration of the above Tender made by the Tenderer to the Bank hereby undertakes to guarantee payment on demand without demur to the Bank the said amount of ₹/- (Rupees only) within one week from the date of receipt of the demand



from the Bank on presentation of this deed of guarantee, which the Tenderer is bound to deposit with the Bank by way of earnest money in connection with his Tender.

2. This guarantee shall not be affected by any infirmity or irregularity on the part of the Tenderer or by the dissolution or any change in the constitution of the Bank, Tenderer or the Surety.

3. The Bank shall be eligible to make any claim under this guarantee if the Tenderer after submitting his Tender, rescinds from his offer or modifies the terms and conditions thereof in a manner not acceptable to the Bank or expresses his unwillingness to accept the order after the Bank has decided to place order with the Tenderer for the supply of the Heavy Duty / Desktop Note Sorting Machines. The Banks decision in this regard shall be final and binding.

4. The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of the Bank in writing.

5. Notwithstanding anything contained in the foregoing, the Surety's liability under the guarantee is restricted to ₹...../- (Rupees only).

6. This guarantee shall remain in force and effective up to 00.00.20..., (18 months from the date of opening of Technical Bids) plus one month grace period and shall expire and become ineffective on intimation thereof being given to the Surety by the Bank in which event this guarantee shall stand discharged.

7. The Surety will make the payment pursuant to the demand notice issued by the Bank, notwithstanding any dispute that may exist or arise between the Tenderer and the Bank or any other person.

8. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.

9. Notwithstanding anything contained herein before, our liability under this guarantee is restricted to ₹/- (Rupees only) and this guarantee would be valid up to (00.00.20..., (18 months from the date of opening of Technical Bids) and we shall be discharged from all liabilities hereunder unless a written claim for payment under this guarantee is lodged on us within one month from the date of expiry of guarantee i.e. on or before 00.00.20....., (18 months from the date of opening of Technical Bids) irrespective of whether or not the original guarantee is returned to us.



10. The Surety has the power to issue this guarantee under its Memorandum and Articles of Association and the person who is hereby executing this deed has the necessary powers to do so under the Power of Attorney granted to him by the Surety.

SIGNED AND DELIVERED

For and on Behalf of

For and on behalf of above named Bank. (Banker's Name and Seal)
Branch Manager (Banker's seal)



ANNEXURE 3

Format of Bank Guarantee for Performance Guarantee

(To be submitted on Non-judicial stamp paper of appropriate value purchased in the name of the issuing bank)

No. ___ Date ___

The General Manager
Bank of Baroda,
(Operations & Services)
Head Office: Baroda

Dear Sir

In consideration of your agreeing to accept the security deposit of ₹lakhs furnishable to you by Messrs ___ (hereinafter referred to as "the Supplier") in terms of their contract with you for supply, installation, testing, commissioning of Heavy Duty Note Sorting Machines (4+1 pockets), Heavy Duty Note Sorting Machines (3+1 pockets),Desktop Note Sorting Machines (2+1 pockets) and Desktop Note Sorting Machines (1+1 pockets) (strikeout whichever is not applicable) for the Bank's Branches/Currency Chests at locations to be specified by the Bank, as per their Tender No. _____ dated ___ and General conditions of Contract and other tender documents relating thereto subject to the conditions and alterations mutually agreed upon the set forth or referred to in your Order/Contract No. _____ dated ___ in the form of guarantee from us in the manner hereinafter contained, we _(Name of the Bank) do hereby covenant and agree with you as follows:

1. We undertake to indemnify you and keep you indemnified from time to time to the extent of ₹lakhs against any loss or damage caused to or suffered by or that may be caused to or suffered by you by reason of any breach or breaches on the part of the Supplier of any of the terms and conditions contained in the said Contract and in the event of the Supplier making any default or default in carrying out any of the work under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true indent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding in total the said sum of ₹(amount) as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default on the part of the Supplier.

2. Notwithstanding anything to the contrary, your decision as to whether the Supplier has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but will pay the same forthwith on your demand without any protest or demur.



3. This guarantee shall continue and hold good until it is released by you on the application by the Supplier after expiry of the relative guarantee period of the said Contract and after the Supplier had discharged all his obligations under the said Contract and produced a certificate of due completion of the work under the said contract and submitted a "No Demand Certificate", provided always that this guarantee shall in no event remain in force after (date, 42 months from date of installation and commissioning of the machines) without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

4. Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on your request till such time as may be required by you. If you don't hear from us on such extension within 10 days of your demand, then it can be presumed that we have extended accordingly and your decision in this respect shall be final and binding on us.

5. You will have the fullest liberty without affecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the Contractor or to postpone for any time or from time to time any of your rights or powers against the Contractor and either to enforce or forbear to enforce any of the terms and conditions of the said Contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Contractor or any other forbearance, act or omission on your part or any indulgence by you to the Supplier or by any variation or modification of the said contract or any other act, matter or things whatsoever, which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of ₹ as aforesaid.

6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Supplier or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be, of the Supplier.

7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.

8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the Supplier from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.



9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.

10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing uncanceled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

11. This guarantee shall not be affected by any change in the constitution of the Supplier or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.

12. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.

13. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.

14. We further agree and undertake to pay you without demur the amount demanded by you in writing notwithstanding any difference or dispute or controversy that may exist or arise between you and Supplier or any other person.

15. Notwithstanding anything contained herein before, our liability under this guarantee is restricted to ₹(Amount) and this guarantee would be valid up to(date, 42 months from date of installation and commissioning of machines plus six months grace period) and we shall be discharged from all liabilities hereunder unless a written claim for payment under this guarantee is lodged on us within one month from the date of expiry of guarantee i.e. on or before (date.....) irrespective of whether or not the original guarantee is returned to us..

16. We have power to issue this guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED

(For & on behalf of the above named Bank) For & on behalf of (Banker's Name & Seal)

BRANCH MANAGER

(Banker's Seal)

Address _____



ANNEXURE 4

Format of Annual Maintenance Contract

This Annual Maintenance Contract Is executed on..... (date) by and between ... (Name and address of the Vendor) a company registered under Companies Act 1956/ a firm, having its registered office at(hereinafter called 'the Supplier') represented by its (Managing Director / Authorised signatory), Mr.

And

..... (Name of the Bank), a body corporate constituted and functioning under the Banking Companies (Acquisition and Transfer of undertaking Act) 1970 (hereinafter called the Bank) having its Head Office at (address of the bank), represented by its duly constituted attorney Mr....., General/ Deputy/Asst. General Manager.

The Bank has purchased Nos. Heavy Duty Note Sorting Machines (4+1 pockets), Nos. Heavy Duty Note Sorting Machines (3+1 pockets), Nos. Desk Top Note Sorting Machines (2+1 pockets) and Nos. Desk Top Note Sorting Machines (1+1 pockets) (strike out whichever is not applicable) from the supplier as per the Agreement dated....., for installation and use at its various Branches / Currency Chests. In the said Agreement the supplier has agreed for an inbuilt warranty for a period of three years from the date of satisfactory installation & Commissioning. The Supplier has also agreed to sign an Annual Maintenance Contract (AMC) for a period of 3 years after the expiry of the warranty period. Clause No.9 of Terms and Conditions of tender which is part of the Agreement dated..... may be referred to for complete details and may be treated as part of this Agreement.

Accordingly, the Supplier agrees to undertake the said work of annual maintenance of the machines for a period of three years after the expiry of three years' warranty period on the following terms and conditions : -

1. The AMC period for the various machines shall be as given in the Annexure attached.
2. The Supplier shall ensure that the machines are kept in efficient running / working condition at all times by arranging appropriate preventive maintenance of the machines at quarterly intervals. .
3. In case of any defect, malfunctioning or breakdown of the machine or shortfall in its performance, the Bank shall inform the supplier by phone/telex/fax/letter about the said complaint. The complaints in respect of machine located at each of the place



may be preferred to the address given in the Annexure against the respective installation.

4. If the machine cannot be made serviceable either by repair or by replacement and put back the system into regular operation within 2 days in metros, 3 days in urban, 5 days in semi-urban & rural and 10 days in island branches, on account of any breakdown due to machine failures/repairs/settings, a similar stand-by machine in good working condition shall be provided at the cost of the vendor failing which a penalty at the rate of **₹1,000/-** (Rupees one thousand only) per day for the first 10 days and **₹5,000/-** (Rupees Five Thousand only) per day beyond 10 days for HDNSM as well as for the DTNSM will be imposed and deducted from any payment due to the supplier or from the Security Deposit or by revoking the Performance Guarantee.
5. If the preventive maintenance is not attended, as stipulated under clause (2) above, proportionate charges, based on the AMC amount quoted by the supplier, will be deducted from any payment due to the vendor or from the Security Deposit or by encashing the Performance Guarantee.
6. The supplier shall bear the transportation and all other costs in this regard for shifting repairing and replacing.
7. The AMC charges shall be ₹ for each machine for each year excluding Service Tax. Service Tax on AMC is payable separately as per norms prevailing at the time of invoicing. The AMC charges are inclusive of all taxes and firm and not subject to any escalation whatsoever on any account. The charges are payable by the Bank on half yearly basis at the end of the period on successful completion of the services, after deduction of tax at source (TDS) as per relevant provisions of Finance Act from time to time.
8. The bills and invoices for AMC charges shall be prepared by the supplier and submitted to the respective branch / office of the Bank, duly certified for the satisfactory working of the machine.
9. For attending to the complaints or preventive maintenance, the Engineers of the supplier only will have to be deputed and the supplier shall not engage any other local mechanics or other companies.
10. During the validity of the AMC the supplier shall ensure the replacement of any spare, consumables, components and parts free of cost.
11. The supplier shall not claim any other overheads, traveling expenses, boarding, lodging expenses etc., for engineers/workmen.



-
12. The Bank is entitled to cancel this agreement without assigning any reasons by giving 30 days' written notice to the corporate office of the supplier.
 13. In case of any dispute the courts at Bangalore only will have jurisdictions.
 14. This AMC Contract shall be valid for three years from the date of expiry of three years' warranty as shown in Annexure.
 15. To ensure due fulfillment of these terms and conditions, the Supplier has furnished an irrevocable Bank Guarantee bearing No.....dated.....for an amount of ₹ issued by Bank. This Bank Guarantee shall be returned duly discharged on satisfactory completion of the AMC period.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEAL TO THESE PRESENTS ON THE DAY, MONTH & YEAR FIRST ABOVE WRITTEN.

Signed in (place) on -----

Signed in (place) on -----

For and on behalf of (Name of the vendor)

For and on behalf of Bank

Sd/-
(Name)
Managing Director/
Managing Partner.

Authorised Signatory



ANNEXURE 5

Format of Bank Guarantee for AMC

(To be submitted on Non-judicial stamp paper of appropriate value purchased in the Name of the issuing bank) The undersigned, _____ Bank, having its registered office in _____ address _____ taking into consideration:

That M/s. _____ address _____ hereinafter called the suppliers have received from (Name of the Bank) at _____ site address _____ hereinafter called the buyers, an order for the supply of Annual Maintenance Services for its Heavy Duty / Desk Top Sorting Machines No. _____.

That the buyers require from the suppliers a bank guarantee for a sum of Indian Rupees _____ (in words) as a security for the due fulfillment by the suppliers for their contractual obligations in this respect:

Declares:

Hereby to guarantee irrevocably and unconditionally up to a maximum amount of Indian Rupees _____ (in words) the due fulfillment by the suppliers of their obligations in this regard, and consequently undertakes to pay to the buyers on their first written demand, all that which the buyers declare the suppliers are due to them in this respect, such with due observance of the above maximum amount.

This guarantee will remain valid up to and including _____ date (end of period). Claims, if any, must have been received by the undersigned on that date _____ at the latest, at the address: _____ (address of issuing bank / branch.)

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to ₹ _____ (Rupees _____ only) and this guarantee would be valid up to (date)

and we shall be discharged from all liabilities hereunder unless a written claim for payment under this guarantee is lodged on us within one month from the date of expiry of guarantee i.e. on or before (date) irrespective of whether or not the original guarantee is returned to us.....

The confirmation of the guarantee may be obtained from our Controlling Office of the issuing bank at _____ address _____.

Place : _____

Date : _____



PRICE BID - 1

**UNIT RATE FOR SUPPLY, INSTALLATION, COMMISSIONING AND MAINTENANCE
OF HEAVY DUTY NOTE SORTING MACHINE (4+1 POCKET)**

Type of Machine (Model / Brand name): -----

Model No. & Make (Brand Name)

- | | |
|---|-----|
| 1. Basic Price of machine per unit | : ₹ |
| 2. Taxes, Insurance, Freight etc. per unit | : ₹ |
| 3. Total cost, excluding VAT, Octroi/ Entry tax
Per unit (Sl.No.1+Sl. No.2) | : ₹ |
| 4. AMC per unit (Comprehensive charge for
1 year excluding Service Tax as applicable)
Service Tax on AMC is payable separately as
per norms prevailing at the time of invoicing. | : ₹ |
| 5. AMC for 3 years (Comprehensive
charge for 3 year excluding Service Tax)
Service Tax on AMC is payable separately as
per norms prevailing at the time of invoicing.
(Sl. No. 4 x 3 years) | : ₹ |
| 6. Grand Total (Sl. No. 3+Sl. No. 5) | : ₹ |

SEAL OF THE COMPANY/FIRM

SIGNATURE OF THE BIDDER

Place:

DATE:



PRICE BID - 2

**UNIT RATE FOR SUPPLY, INSTALLATION, COMMISSIONING AND MAINTENANCE
OF HEAVY DUTY NOTE SORTING MACHINE (3+1 POCKET)**

Type of Machine (Model / Brand name): -----

Model No. & Make (Brand Name)

1. Basic Price of machine per unit : ₹
2. Taxes, Insurance, Freight etc. per unit : ₹
3. Total cost, excluding VAT, Octroi/**Entry tax** : ₹
Per unit (Sl.No.1+Sl. No.2)
4. AMC per unit (Comprehensive charge for : ₹
1 year excluding Service Tax as applicable)
Service Tax on AMC is payable separately as
per norms prevailing at the time of invoicing.
5. AMC for 3 years (Comprehensive : ₹
charge for 3 year excluding Service Tax)
Service Tax on AMC is payable separately as
per norms prevailing at the time of invoicing.
(Sl. No. 4 x 3 years)
6. Grand Total (Sl. No. 3+Sl. No. 5) : ₹

SEAL OF THE COMPANY/FIRM

SIGNATURE OF THE BIDDER

Place:

DATE:



PRICE BID - 3

**UNIT RATE FOR SUPPLY, INSTALLATION, COMMISSIONING AND MAINTENANCE
OF DESK TOP NOTE SORTING MACHINE (2+1 POCKET)**

Type of Machine (Model / Brand name): -----

Model No. & Make (Brand Name)

- | | |
|--|-----|
| 1. Basic Price of machine per unit | : ₹ |
| 2. Taxes, Insurance, Freight etc. per unit | : ₹ |
| 3. Total cost, excluding VAT, Octroi/Entry tax
Per unit (Sl.No.1+Sl. No.2) | : ₹ |
| 4. AMC per unit (Comprehensive charge for
1 year excluding Service Tax as applicable)
Service Tax on AMC is payable separately as
per norms prevailing at the time of invoicing. | : ₹ |
| 5. AMC for 3 years (Comprehensive
charge for 3 year excluding Service Tax)
Service Tax on AMC is payable separately as
per norms prevailing at the time of invoicing.
(Sl. No. 4 x 3 years) | : ₹ |
| 6. Grand Total (Sl. No. 3+ Sl. No. 5) | : ₹ |

SEAL OF THE COMPANY/FIRM

SIGNATURE OF THE BIDDER

Place:

DATE:



PRICE BID - 4

**UNIT RATE FOR SUPPLY, INSTALLATION, COMMISSIONING AND MAINTENANCE
OF DESK TOP NOTE SORTING MACHINE (1+1 POCKET)**

Type of Machine (Model / Brand name): -----

Model No. & Make (Brand Name)

- | | |
|---|-----|
| 1. Basic Price of machine per unit | : ₹ |
| 2. Taxes, Insurance, Freight etc. per unit | : ₹ |
| 3. Total cost, excluding VAT, Octroi/Entry tax
Per unit (Sl.No.1+Sl. No.2) | : ₹ |
| 4. AMC per unit (Comprehensive charge for
1 year excluding Service Tax as applicable)
Service Tax on AMC is payable separately as
per norms prevailing at the time of invoicing. | : ₹ |
| 5. AMC for 3 years (Comprehensive
charge for 3 year excluding Service Tax)
Service Tax on AMC is payable separately as
per norms prevailing at the time of invoicing.
(Sl. No. 4 x 3years) | : ₹ |
| 6. Grand Total (Sl. No. 3 + Sl. No. 5) | : ₹ |

SEAL OF THE COMPANY/FIRM

SIGNATURE OF THE BIDDER

Place:

DATE: