

FLOATED BY THE AHMEDABAD DIST. CO-OPERATIVE BANK LTD. (HEREINAFTER REFERRED AS ADC BANK) HEAD OFFICE, ASHRAM ROAD, AHMEDABAD

**Notification No.: ADCB/NOTE SORTER MACHINE/2024-25/013** 

Dated: 14/02/2025

# **PROJECT:**

TENDER FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING, ACMC FOR NOTE SORTER MACHINES AND BUY-BACK OF OLD/USED MACHINES

# PART A:

TECHNICAL BID FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING, ACMC FOR NOTE SORTER MACHINES AND BUY-BACK OF OLD/USED MACHINES

# PART B:

- 1. PRICE / COMMERCIAL BID FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING, ACMC FOR NOTE SORTER MACHINES (NSM)
- 2. PRICE / COMMERCIAL BID FOR BUY-BACK OF OLD/USED MACHINES OF ANY OF THE ABOVE DESCRIPTION

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#### TENDER NOTICE

# SUPPLY, INSTALLATION, TESTING, COMMISSIONING, ACMC FOR NOTE SORTER MACHINES AND BUY-BACK OF OLD/USED MACHINES

Sealed tenders are invited from reputed Manufacturers/vendors for the supply, installation, testing, commissioning, ACMC of Note Sorter Machines (NSMs) and buy-back of old/used machines for the Head Office/branches of ADC Bank Ltd. The vendor should have adequate support locations.

The TENDER document can be downloaded from the Bank's website <a href="www.adcbank.coop">www.adcbank.coop</a> and <a href="https://tender.nprocure.com">https://tender.nprocure.com</a> The bidders shall deposit **EMD of Rs.2,00,000/- and** Tender Fee of **Rs.2,000/- + 18% GST(i.e. 2,000 + 360 = 2,360/-)** in below mentioned account and copy of receipt to be submitted along with technical bid.

- i. Name of the Bank: **The Ahmedabad Dist. Co-Operative Bank Ltd.**
- ii. Account Name: Sundry Creditors
- ii. Account No: 95092005551iii. IFSC code: GSCB0ADC001

The TENDER along with complete detailed information/documents in support of their being eligible to tender for the work will have to be submitted in a separate sealed covers up to 03.00 pm, March 03, 2025. These sealed covers shall be opened in the presence of bidders who wish to be present on the same day for scrutiny or/any subsequent day and after scrutiny, if a bidder is not found to possess the eligibility, his price bid will not be opened.

TENDER along with the EMD of Rs.2,00,000/- (Rupees Two Lakh Only) and Tender Fee of Rs.2,360/- shall be submitted in sealed covers super scribed as "SUPPLY, INSTALLATION, TESTING, COMMISSIONING, ACMC FOR NOTE SORTER MACHINES AND BUY-BACK OF OLD/USED MACHINES". TENDER shall be addressed to Chief Executive Officer, The Ahmedabad Dist. Co-operative Bank Ltd, Gandhi Bridge Corner, Opp. Income tax Office, Ahmedabad - 380014, so as to reach him at the following address on or before March 03, 2025 03.00 pm. Envelope –1 of the TENDER (Technical bid) shall be opened on March 03, 2025, 03.30 pm at the address given below, in the presence of tenderers or their authorized representatives who desire to be present. Envelope - 2 & Envelope - 3 of the TENDER (Price Bid) of the pre-qualified bidders will be opened on a subsequently announced date. TENDER which do not fulfill all or any of the Bank's terms & conditions and/or incomplete in any respect are liable to be rejected.

**Pre-Bid meeting**: Any discrepancies, omission, ambiguities in the TENDER format may be brought to the notice of Bank's officials during Pre-Bid meeting to get necessary clarifications in the matter. Bank shall not be responsible if any discrepancies, omission, ambiguities in the TENDER format or any doubts are brought to the notice of Bank after pre-bid meeting. Queries may be sent on the e-mail ids: <a href="mailto:it.hardware@adcbank.coop">it.hardware@adcbank.coop</a> on or before pre-bid meeting (viz. February 20, 2025 at 5:00 pm). A Pre-Bid meeting has been scheduled on <a href="mailto:February 21">February 21</a>, 2025 at 3.00 pm at Bank's Head Office, The Ahmedabad Dist. Co-operative Bank Ltd, Gandhi Bridge Corner, Opp. Income tax Office, Ahmedabad - 380014 to enable the Vendors to understand the scope of work and services to be provided. Queries received through email will only be discussed/answered at the time of Pre-Bid meeting. Bank will not entertain any query raised after pre-bid meeting.

# **DOCUMENT CONTROL SHEET**

ADC Bank	
February 14, 2025 01:00 pm	
Rs.2,00,000/- (Rupees Two Lakh Only) to be	
deposited in the below given account and the	
receipt of the deposit to be submitted along with the	
Technical Bid	
<ol> <li>Name of the Bank: The Ahmedabad Dist. Co-operative Bank Ltd.</li> <li>Account Name: Sundry Creditors</li> </ol>	
3. Account No: 95092005551	
4. IFSC code : GSCB0ADC001	
<b>Rs.2,000/-</b> (Rupees Two Thousand) + 18% GST	
(2,000/- + 360/- = 2,360/-)to be deposited in the	
below given account and the receipt of the deposit	
to be submitted along with the Technical Bid	
<ol> <li>Name of the Bank: The Ahmedabad Dist.         Co-operative Bank Ltd     </li> <li>Account Name: Sundry Creditors</li> </ol>	
3. Account No: 95092005551	
4. IFSC code : GSCB0ADC001	
21/02/2025 3:00 pm	
03/03/2025 3:00 pm	
03/03/2025 3:30 pm	
The Ahmedabad Dist. Co-operative Bank Ltd, Gandhi Bridge Corner, Opp. Income tax Office,	
Ahmedabad - 380014 As given above	

# Note:

1. This bid document is the property of ADC Bank & is not transferable.

# **DISCLAIMER**

The information contained in this Request for Proposal ("TENDER") document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of ADC Bank ("ADC Bank"/The Bank), is provided to the bidder(s) on the terms and conditions set out in this TENDER document and all other terms and conditions subject to which such information is provided.

This TENDER document is not an agreement and is not an offer or invitation by ADC Bank to any parties other than the applicants who are qualified to submit the bids ("Bidders"). The purpose of this TENDER is to provide the Bidder(s) with information to assist the formulation of their proposals. This TENDER does not claim to contain all the information each Bidder may require. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this TENDER. ADC Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this TENDER. ADC Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this TENDER.

The information contained in the document is selective and is subject to update, expansion, revision and amendment. ADC Bank does not undertake to provide any Bidder with access to any additional information or to update the information in this document or to correct any inaccuracies therein, which may become apparent. ADC Bank reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this document and/or cancel the bidding process, without assigning any reasons whatsoever. Such change will be intimated or made accessible to all Bidders. Any information contained in this document will be superseded by any later written information on the same subject made available/accessible to all recipients by ADC Bank.

ADC Bank also does not accept liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this document. ADC Bank reserves the right to reject any or all the responses to the tender documents / Bids received in response to this tender document and/or cancel the bidding process at any stage without assigning any reason whatsoever and without being liable for any loss/injury that Bidder might suffer due to such reason. The decision of ADC Bank shall be final, conclusive and binding on all the parties directly or indirectly connected with the bidding process.

It may be noted that notice regarding corrigenda, addendums, amendments, time-extensions, clarifications, response to bidder's queries etc., if any to the tender document, will not be published through any advertisement in newspapers or any other media. Prospective bidders shall regularly visit Bank's website for any changes / development in relation to this Tender document.

# **BIDDER's DETAILS**

NAME OF BIDDER	
(hereinafter referred to as "Bidder", which	
expression shall unless it be repugnant to the	
subject, context or meaning thereof be deemed to	
mean and include their respective legal heirs,	
successors in title, executors, administrators and	
permitted assigns)	
ADDRESS	
TELEPHONE	
MOBILE	
FAX	
EMAIL	
LAST DATE AND TIME OF SUBMISSION	
OF THE BID	
BID No.	

#### PRE-OUALIFICATION CRITERIA FOR SELECTION OF BIDDERS

The ADC Bank invites Sealed tenders from reputed Manufacturers/vendors for the supply, installation, testing, commissioning, ACMC for Note Sorter Machines (NSMs) and buy-back of old/used machines for the Head Office / branches of ADC Bank.

#### Bidders fulfilling the following criteria shall be eligible for pre-qualification:

- i) The Bidder should have been in the business of supply, installation, testing, commissioning, ACMC for Note Sorter Machines (NSMs) for at least for last five years in India as on March 31, 2024 (Proof of date of incorporation / work order copy should be enclosed to verify the same).
- **ii**) The Bidder shall have a minimum annual turnover (Sales) of Rs. 2 crore during each of the past three years as on March 31, 2024. (CA certificate/ P & L account statement/Balance sheet to be given).
- **iii**) The Bidder should be a profit making firm/company in India during the last 3 financial years ending March 31, 2024. (CA certificate/ P & L account statement/Balance sheet to be given).
- **iv**) The Bidder should have successfully supplied & installed NSMs to Co-op Bank/ RBI/ Public Sector Banks/ Private Sector Banks/ Central Govt. / Central Autonomous Bodies/ Other PSUs/Financial Institutions during last 03 years as per the following:
- a.) 40 NSMs during any one year of the last completed three years or
- b.) 24 NSMs during any two years of the last completed three years or
- c.) 20 NSMs during each year of the last completed three years.(Work order copies, installation report & satisfactory certificate should be enclosed.)
- v) The Bidder should have supplied & installed NSMs with at least two Co-op Banks/Public Sector Banks/Private Sector Banks / Central Govt. /Central Autonomous Bodies/ RBI / Other PSUs/Financial Institutions (Copy of LOI/WO/ Contract letter/ MOU should be enclosed).
- **vi**) The Bidder should have exclusive support infrastructure for maintenance of NSMs through their competent engineers. The applicant should have offices / service set ups/network spread across Gujarat for such support manned by its own staff. (Declaration with list of service set ups/network to be submitted). (Annexure X)
- vii) The applicant should be at least ISO 9001:2000 Certified company.

**viii**) The Model being offered in the RFP should be in compliance with Note Sorter Machines: Standard issued by the Bureau of Indian Standards(BIS) as advised vide RBI vide Circular No. RBI/2024-2025/86 DCM (NPD) No.S2193/09.45.000/2024-25 dated October 30,2024 and bidder is required to ensure NSM model must adhere with the standards of Note Sorter Machine (NSM)-IS 18663:2024 published in the "Gazette of India" on March 19,2024.

- Bidders offering must also comply with the additional specification parameters mentioned above.
- If the Sorter machines are not followed Bureau of Indian Standards(BIS) norms, bidder will replace the same. No extra charge will pay by bank for this.
- ix) The Original Equipment Manufacturer (OEM) or theirs duly authorized representatives must not have been disqualified / blacklisted by RBI, any Co-op Banks/Public Sector Banks/Private Sector Banks / Central Govt. / Central Autonomous Bodies/ Other PSUs/Financial Institutions in last 5 years and shall their name be not figured in the IBA caution/negative list.
- x) The OEM or theirs duly authorized representatives in India would be eligible for Pre-Qualifications.

The requisite documents evidencing the above should be furnished.

# **SUBMISSION OF TENDER**

To,
The Chief Executive Officer,
The Ahmedabad Dist. Co-operative Bank Ltd,
Gandhi Bridge Corner,
Opp. Income tax Office,
Ahmedabad – 380014

Dear Sir,

- 1. We have carefully examined all the TENDER Documents for supply, installation, testing, commissioning, ACMC for note sorter machines and buy-back of old/used machines and all the conditions stated in the Instructions to Tenderers, General Conditions of Contract, Technical Specifications, Time Schedules of Completionetc. as detailed in the TENDER Documents.
- 2. We enclose a receipt of deposit for Rs.2,00,000/- (Rupees Two Lakh Only) as Earnest Money Deposit for NSMs in ADC Bank account.
- 3. The TENDER shall be valid for acceptance for a period of 90 days.
- 4. In the event of this TENDER having accepted, I/We agree to enter into agreement required by ADC Bank. I/We do hereby bind myself/our self to forfeit the above said deposit of Rs.2.0 Lakh in the event of our refusal or delay in signing the contract agreement.
- 5. We enclose a list of our clients both in India and abroad (giving their full addresses), e-mail ids, telephone (landline and mobile), fax numbers of the executives who can be contacted at the office of the bankers/clients, to whom models of machines has/have been supplied by us during last three years as per the number indicated against each of them.
- 6. We enclose the details of work order executed with clients along with the satisfactory installation / service certificates.
- 7. We enclose the details of the service set-up in the form of copy of certificate from manufacturers/...... [any other valid document] in support of having a full-fledged service set-up at the desired place.

Dated this	day of	2025.
For and on behalf of		
(With seal)		
Signature		
Name_		
Designation		
Place		
DULY AUTHORISED SIGNATOR	RY	

Encl.: As above

#### **GENERAL CONDITION OF THE CONTRACT**

# 1. Background

All information supplied by bidders may be treated as contractually binding on the bidders, on successful award of the assignment by The Ahmedabad Dist. Co-operative Bank Ltd. on the basis of this RFP. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of The Ahmedabad Dist. Co-operative Bank Ltd. Any notification of preferred bidder status by The Ahmedabad Dist. Co-operative Bank Ltd. shall not give rise to any enforceable rights by the Bidder. The Ahmedabad Dist. Co-operative Bank Ltd. may cancel this RFP at any time prior to a formal written contract being executed by or on behalf of The Ahmedabad Dist. Co-op. Bank Ltd.

# 2. Definitions

- i. **Contract** means the agreement to be entered by the Bidder with the Bank for performing the Services.
- ii. **NSMs** means Note Sorter Machines
- iii. **Services** means supply, installation, commissioning and annual maintenance of NSMs, as per the requirement of the Bank as mentioned herein or Contract or Purchase Order issued by the Bank, from time to time.
- iv. **Purchase Order** means the purchase order to be issued from time to time by the Bank to the Bidder, for supplying the NSMs.

#### 3. Format and Signing of Bid

- 1. The Bidder shall submit only one original set of the bid.
- 2. The original bid shall be typed or written legibly. The original shall be signed by the Bidder or a person/s duly authorized to bind the Bidder to the Contract.
- 3. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the authorized person or persons signing the bid.
- 4. The bid shall be a complete document and shall be bound as a volume. The document shall be printed with page numbers and appropriately flagged and contain the list of contents with page numbers. The deficiency in documentation may result in the rejection of the Bid. Any decision in this regard by ADC Bank shall be final, conclusive and binding on the Bidder.
- 5. Each page shall be stamped and initialed by authorized signatory.

- 6. The Bidders shall seal and mark the Bid accordingly.
- 7. If the outer cover of the bid is not sealed and marked appropriately, ADC Bank will assume no responsibility for the bid's misplacement or premature opening.

# 4. <u>Local Conditions</u>

- a. It will be imperative on each Bidder to fully acquaint himself with the local conditions and factors, which would have any effect on the performance of the Contract and / or the cost. ADC Bank shall not entertain any request for clarification from the bidder regarding such local conditions.
- b. It will be imperative for each Bidder to fully inform themselves of all legal provisions and factors which may have any effect on the execution of the Contract as described in the TENDER.
- c. It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the Bid Documents will be entertained by ADC Bank and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by ADC Bank on account of failure of the bidder toappraise themselves of local laws / conditions.

#### 5. Preliminary Examination

i) ADC Bank will examine the bids to determine whether they are complete, whether any computational/arithmetical errors have been made, whether required Bid Security has been furnished, whether the Bid Documents have been properly signed, and whether the bids are generally in order.

- ii) Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, its bid will be rejected. Any decision in this regard by ADC Bank shall be final, conclusive and binding on the Bidder. If there is a discrepancy between words and figures, the amount in words will prevail.
- iii) A bid determined as not substantially responsive will be rejected by ADC Bank and may not subsequently be made responsive by the Bidder by correction of the non-conformity. Any decision in this regard by ADC Bank shall be final, conclusive and binding on the Bidder.
- iv) ADC Bank may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

# 6. Contacting Bank

- i) No Bidder shall contact ADC Bank on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded.
- ii) Any effort by a Bidder to influence ADC Bank's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

#### 7. ADC Bank's Right to accept any Bid and to reject any or all Bids

ADC Bank reserves the right to accept / reject any bid and / or to annul the Bid process at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for ADC Bank's action. Any decision in this regard by ADC Bank shall be final, conclusive and binding on the Bidder.

#### 8. Signing of Contract

- i) After ADC Bank notifies the successful Bidder that its bid has been accepted; the Bidder should sign the Contract.
- ii) The successful Bidder shall sign the Contract at Ahmedabad within 7 days of receipt of notification of award of contract.

#### 9. Bank Guarantee

- i) The successful Bidder shall furnish the Bank guarantee within 15 days of the date of award of the contract.
- ii) The value of the bank guarantee will be 10% of the total contract value. However, if the contract is splitted the bank guarantee shall also be splitted accordingly.

- iii) The bank garantee shall be denominated in Indian Rupees and shall be in one of the following forms:
- iv) A bank guarantee issued by a scheduled commercial bank and directly forwarded to Bank.
- v) The proceeds of the bank guarantee shall be payable to ADC Bank as compensation for any business loss due to not providing standby equipment and any other loss or damage resulting from the bidder's failure to complete its obligations under and in accordance with the Contract.
- vi) The bank guarantee must be valid up to end of Contract.

# 10. Bidder's Obligations

The Bidder shall be responsible for and obliged to conduct all contracted activities strictly in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

# 11. No Set-off, counter-claim and cross claims

In case the Bidder has any other business relationship with ADC Bank, no right of set-off, counterclaim and cross-claim and or otherwise will be available under the Contract to the Bidder for any payments receivable under and in accordance with that business.

# 12. Adherence to safety procedures, rules regulations and restriction

- i) Bidder shall comply with the provision of all laws including labour and industrial laws, rules, regulations and notifications issued there under from time to time. All safety and labour and industrial laws enforced by statutory agencies and by ADC Bank shall be applicable in the performance of the Contract and Bidder shall abide by these laws. The Bidder shall indemnify and keep indemnified and hold harmless ADC Bank for any loss, damage, claims, costs, charges, expenses, etc arising out of and/or suffered on account of actions, litigations, proceedings, suits, arising out of breach of the above laws.
- ii) Bidder shall also adhere to all security requirement/regulations of ADC Bank during the execution of the work.

#### 13. Statutory Requirements

During the tenure of the Contract nothing shall be done by the Bidder in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof governing inter-alia customs, foreign exchange, etc., and shall keep ADC Bank indemnified in this regard.

# 14. Contract Price

Prices payable to the Bidder as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, duties, levies, charges, etc. However, applicable GST shall be paid by the bank at actual.

#### 15. Taxes and Duties

- i) The Bidder will be entirely responsible for all applicable duties, levies, imposts, costs, charges, license fees, road permits etc., in connection with services provided at site. The Bidder shall bear all duties, levies, fees, costs or charges in respect of the services rendered to the ADC Bank.
- ii) Road Permit, if required to be arranged by the Bidder during the delivery of the machine. Necessary documents will be provided by the Bank.
- iii) Income / Corporate taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India.
- iv) Tax deduction at Source: Wherever the laws and regulations require deduction of such taxes at the source of payment, ADC Bank shall effect such deductions from the payment due to the Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by ADC Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Bidder from his responsibility to pay any tax that may be levied in India on income and profits made by the Bidder in respect of the Contract.
- v) It shall be the responsibility of the Bidder to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose. The Bidder shall also provide ADC Bank such information, as it may be required in regard to the Bidder's details of payment made by the ADC Bank under the Contract for proper assessment of taxes and duties. The Bidder and shall bear all the taxes if any, levied on the Bidder's personnel. The amount of tax withheld by ADC Bank shall at all times be in accordance with Indian Tax Law / GST Law and ADC Bank shall promptly furnish to the Bidder original certificates (Challans) for tax deduction at source and paid to the Tax Authorities.

- vi) The Bidder agrees that he and his sub-Bidder(s) shall comply with the Income-tax Act in force from time to time and pay Income -tax, as may be imposed / levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the Contract.
- vii) Should the Bidder fail to submit returns/pay taxes in times as stipulated under the Income tax Act and consequently any interest or penalty is imposed by the Income-tax authority, the Bidder shall indemnify ADC Bank against any and all liabilities or claims arising out of the Contract for such taxes including interest and penalty any such Tax Authority may assess or levy against ADC Bank/ Bidder.

#### 16. Non Disclosure Agreement

The Bidder agrees that they shall enter into non-disclosure agreement in the form as prescribed in the TENDER.

#### 17. Term and Extension of the Contract

- i) The approved rate shall be valid initially for a period of 90 days from the date of award of the contract.
- ii) ADC Bank shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing to the Bidder before the expiration of the term hereof, whether it shall grant the Bidder an extension of the term. The decision to grant or refuse the extension shall be at the discretion of ADC Bank.

#### 18. Contract Amendments

Any modification, amendment, waiver, discharge or termination of any of the terms of the Contract shall be effective only if made in writing and duly signed by each of the Bank and the Bidder.

#### 19. Termination

- a. Termination and suspension of purchase contract: The Bank at its option without prejudice to its rights under the purchase contract, is entitled to cancel the purchase contract at any time by giving written notice to the supplier in the following circumstances:
  - i. In case the supplier does not comply with any of his obligations/undertakings under this purchase contract.
  - ii. In case of unsatisfactorily performance feedback from the branches as regards machine performance/response to the complaints.
- b. <u>Termination for Insolvency</u>: ADC Bank may at any time terminate the Contract by giving written notice to the Bidder, without compensation to the Bidder, if, the Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or

affect any right of action or remedy which has accrued or will accrue thereafter to the ADC Bank.

c. **Termination for Default**: ADC Bank, without prejudice to any other right or remedy for breach of Contract, by a written notice of default sent to the Bidder, may terminate the Contract in whole or in part.

#### 20. Conflict of interest

The Bidder shall disclose to ADC Bank in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or the Bidder's team) in the course of performing the Contract as soon as practical after it becomes aware of that conflict.

# 21. Publicity

The Bidder is not permitted to make any public announcement or media release about any aspect of this Contract unless ADC Bank first gives the Bidder his written consent.

# 22. No Assignment

The Contract cannot be transferred or assigned by the Bidder without the prior written approval of the ADC Bank.

# 23. Governing Law

This Contract shall be governed in accordance with the laws of India. These provisions shall survive the Contract.

#### 24. Jurisdiction of Courts

The courts in Ahmedabad have exclusive jurisdiction to determine any proceeding in relation to this Contract. These provisions shall survive the Contract.

#### 25. "No Claim" Certificate

The Bidder shall not be entitled to make any claim, whatsoever against ADC Bank, under or by virtue of or arising out of, the Contract, nor shall ADC Bank entertain or consider any such claim, if made by the Bidder after he shall have signed a "No claim" certificate in favour of ADC Bank in such forms as shall be required by ADC Bank after the works, services/systems are finally accepted.

# 26. Completion of Contract

Unless terminated earlier, the Contract shall terminate on the successful completion of the service period as specified in the Contract.

#### 27. Indemnity

The Bidder shall unconditionally and irrevocably, (jointly and severally in case of partnership concerns) indemnify ADC Bank, its affiliates, officers, directors and employees, against any claims, losses, costs, actions, suits, damages and or otherwise arising due to any reason including Bidder performing contract on the basis of unauthorized certificates or Bidder's violation or non-

compliance of any law, act, rules, regulations, directions, guidelines, policies, etc. issued all authorities, both regulatory / statutory and non-regulatory, and shall always keep ADC Bank, its affiliates, subsidiaries, successors, assigns, officers, directors and employees, indemnified at all times, from and against all claims, losses, damages, costs, actions, suits, compensation or expenses or otherwise, if any, that ADC Bank may incur by reason of any action, proceedings which may be brought by or against or taken against ADC Bank, by anybody for anything of any nature whatsoever. This clause shall survive the termination of the Contract for any reason whatsoever. The Service Provider shall execute a Deed of Indemnity as per the format givenin Tender document.

# 28. Terms of Payment

No advance payment shall be made. 90% cost of the machine will be paid on successful commissioning of the machine to the entire satisfaction of the Bank or after 30 days of delivery whichever is earlier, subject to Bidder submits the invoice with complete details. Balance 10% cost of the machine shall be paid after warranty period. However, the same can be released against submission of Bank Guarantee acceptable to the bank for 10% amount for the warranty period.

# 29.Penalty

Bidder should repair/replace the defective machines within 24 hrs. in metro/urban areas and 48 hrs in rural/semi-urban areas. Failure to repair/replace the machine within the aforesaid period would attract penalty @ 0.5% of the cost of the machine per week subject to maximum of 5% of the cost of the machine. Response period shall be 4 working hrs. in metro/urban areas and 16 working hrs (Two working days). in rural & remote locations. The service shall be provided from 9.00 am to 5.00pm. In case of repeated defaults the Contract may be terminated apart from forfeiting the EMD.

Penalty at the rates specified above shall also levied for the reasons mentioned as under:

- a. Late delivery of machine.
- b. Late acceptance of order.
- c. Late acceptance of Rate Contract.
- d. Late installation of machine.
- e. Delay in providing support.
- f. Delay in replacement during warranty period.
- g. Delay in supply of spare parts.

# h. Delay In supply of consumables.

# 30. Warranty:

The machines would be under warranty for 12 months from the date of successful installation and commissioning. The Bidder shall without any extra cost, carry out all routine and break down maintenance of the Machines and attend to any difficulties/defects that may arise in the operation of the system.

#### 31. ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT (ACMC)

The Bidder has to give comprehensive ACMC rates for 6 years which shall be applicable after expiry of one year warranty period from the date of installation and commissioning of the machines. Any shortfall/defect that may appear/be defected within 7 years from the date of commissioning of the machines at the branches/currency chest shall be made good at the suppliers cost on receipt of intimation. The supplier does not rectify either by repair or replacement such defects and put back the machine into regular operation within the stipulated time, a penalty will be levied as specified in clause 29 above. If the machine cannot be repaired within the 05 days the supplier shall arrange for a standby machine. If the supplier fails to rectify the defect within 30 days, the supplier to replace the defective machine with a new one, in addition to penalty indicated above.

The Bidder to provide preventive maintenance quarterly and attend to any defects that may arise. ACMC will be provided for at least 6 years after one year warranty period. ACMC will cover all parts/sensors/software of the machine and any damage to important accessories. Certificate has to be provided by the Bidder regarding faulty accessories, whenever replaced. The Bidder will further undertake to arrange for spare parts for a minimum period of 6 years (post warranty) during ACMC period. All software up gradation should be part of the ACMC rate.

The claim of supply and commissioning of machine at each location shall be treated as separate entity.

#### A. SERVICE CONTRACT

The Service Contract shall include the following:

- i.) Routine servicing, trouble shooting, settings, adjustments, cleaning to ensure smooth and trouble free working of the system minimum once every quarter including replacement of spares and consumable if any;
- ii.) Repairs to the systems and trouble shooting of software in the event of any breakdown including cost of repair/supply of spares/components/sub-systems including replacement of spares and consumable if any;
- iii) Stocking of all essential spares/sub-systems in respective sites or in their/their representative's office in India;

- **B.** The Bidder shall quote the service contract for all inclusive (comprehensive) annual maintenance service contract for a period of 6 years after the expiry of one year warranty period.
- **C.** 100% payment for the ACMC Charges shall be made on quarterly basis in advance by the Head Office.

# 32. Maintaining of spare parts at local service centers:

The Bidders should maintain adequate spare parts to meet the TAT as specified in clause – 29 above.

#### 33. TRAINING

The Bidder shall associate the site staff during the testing of the machine/s. The Bidder shall also train the staff in the proper operation and trouble identifying, troubleshooting and routine maintenance at each and every location. Training-cum-familiarization program should be conducted by the Bidder at each location.

# 34. LIQUIDATION/BANKRUPTCY ETC.

If the supplier becomes bankrupt or insolvent or causes or suffers any receiver to be appointed for his business or any assets there of or compounds with his Creditors, or being a corporation, winding up proceedings are commenced against it and / or any proceedings regarding its amalgamation with another Corporation or it reconstruction are initiated and/ or it carries on its business under a Receiver for the benefit of its Creditors, ADC Bank shall be at liberty:

- i) To terminate the purchase contract and / or Annual Maintenance 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 purchase contract may become vested or;
- ii) To give such Receiver, Liquidator or other person the option of carrying out the purchase contract and / or Annual Maintenance Contract subject to his providing guarantee for an amount to be specified by ADC Bank.
- 35. **The** Bank reserves the right to modify any terms and conditions of the TENDER without any prior information to the bidders as per Banks requirement from time to time.

# **INSTRUCTIONS FOR BIDDERS**

- 1. Before filing Bid Documents and making applications in this regard, the Bidders should carefully examine the Bid Documents. Bid shall be deemed to have been submitted after careful study and examination of this TENDER with full understanding of its implications. The Bid should be precise, complete and in the prescribed format as per the requirement of this TENDER.
- 2. Failure to furnish all information required by this TENDER or submission of a Bid not responsive to this TENDER, in every respect, will be at the Bidder's risk and may result in rejection of the Bid and for which ADC Bank shall not be responsible.
- 3. The bid shall be signed / executed along with Form of Bid by a person or persons duly authorized by the Bidder with signature duly attested and in the manner as specified in the instructions with the signature witnessed. In the case of a body corporate, the Bid shall be signed by the officers duly authorized by the body corporate with its common seal duly affixed and supported by relevant resolutions / other corporate authorizations or be signed by the constituted attorney supported by the power of attorney and / or any other corporate authorization. In case of a consortium, the Bid shall be signed by the officer(s) so authorized by each consortium member and the Bid shall be affixed with the common seal of each member of the consortium and supported by relevant resolutions / other corporate authorizations and / or be signed by the constituted attorney of each member of the consortium supported by the power of attorney and / or any other corporate authorization.
- 4. The Bid shall contain the full name, address, telephone number, fax number, landline/mobile number and e-mail ID, if any and such other details of Bidder for serving notices required to be served on the Bidder in connection with the Bid.
- 5. The Bidder, irrespective of its participation in the Bid process, shall treat the details of the TENDER as secret and confidential at all times.
- 6. The Bidder / representative of the Bidder should have the proper documentary evidence (power of attorney, board resolution, other corporate authorization) authorizing him to execute any documents on behalf of Bidder. In case of power of attorney, the same has to be duly stamped, properly executed, notarized and witnessed and supported by relevant corporate authorizations. Copy of same to be submitted along with technical bid.

- 7. If, the Bid Documents submitted is not in conformity with the TENDER published by ADC Bank, it shall be rejected forthwith without assigning any reason whatsoever, at any stage including after awarding the contract to the Bidder. In case of any disputes, document maintained in / submitted to ADC Bank shall be treated as authentic. Bidder should submit a declaration along with the relevant Bid Documents that the Bid Document has not been altered / modified in any way. Any decision of ADC Bank in this regard shall be conclusive, final and binding on the Bidder(s).
- 8. The Bidders shall submit a Certificate of Undertaking on their letter-head duly signed by the authorized signatory that they are acceptable to all the terms & conditions of this Bid.
- 9. Modification to the TENDER, if any, will be hosted only on the tender partner website (<a href="https://tender.nprocure.com">https://tender.nprocure.com</a>) & No separate advertisement will be published in this regard. ADC Bank reserves the sole right to itself for including any addendum to this entire bid process.
- 10. Before bidding, the Bidders shall carefully examine the TENDER and the terms and conditions of the contract thereof, and if there appears to be any ambiguity, gap(s) and/or discrepancy between any of the terms of TENDER, they should forthwith refer the matter to ADC Bank for necessary clarifications and / or confirmation during pre-bid meeting. Such clarifications by the Bank shall be final, conclusive and binding on the Bidder.
- 11. The Bid forms and the Documents attached to it shall not be detached or removed one from the other and no alteration (s) or mutilation (s) (other than filling in all the blank spaces) shall be made in any of the Bid Documents attached thereto. Any alterations or changes to the entries in the attached documents shall be made by a separate covering letter, duly signed by the necessary parties, otherwise no alterations/modifications or changes to entries in the Bid Documents shall be entertained in the absence of which it shall be rejected. Any decision in this regard by ADC Bank shall be final, conclusive and binding on the Bidder.
- 12. The Bidder shall bear all costs for the preparation and submission of the Bid Documents. Bank shall not be responsible or liable for reimbursing/compensating these costs,
- 13. The Bidders shall submit their offers strictly in accordance with the terms and conditions stipulated herein. Any Bid, which stipulates conditions contrary to the conditions given in the TENDER, shall be rejected forthwith. The decision of ADC Bank in this regard shall be final, conclusive and binding on the Bidder(s).
- 14. The Bidder, irrespective of his/her participation in the bidding process, shall treat the details of the TENDER as secret and strictly confidential at all times.

- 15. The Bidder shall have complied with all requirements of law for submitting this Bid and for performance of the Contract.
- 16. ADC Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject all or any Bid or cancel the Bid without assigning any reason whatsoever. ADC Bank also has the right, but not binding obligation, to re-issue the Bid without the Bidders having the right to object to such re-issue. ADC Bank further reserves the right to re-issue / re-commence the entire bid process in case of any anomaly, irregularity or discrepancy in regard thereof. Any decision of ADC Bank in this regard shall be final, conclusive and binding on the Bidder(s).
- 17. ADC Bank reserves the right to adjust arithmetical or other errors in the TENDER, in the manner in which Bank considers appropriate or deem fit. Any adjustments so made by ADC Bank shall be made known to the Bidder, if ADC Bank makes an offer to accept its bid. The final decision as to any error manifest or otherwise shall be at the sole discretion of ADC Bank and shall be final, conclusive and binding on the Bidder.
- 18. The Bid prepared by the Bidder as well as all correspondence and documents relating to the Bid exchanged by the Bidder shall be in English.
- 19. The Bidder is expected to examine and follow all instructions, forms, terms & conditions, and scope of work in the TENDER. Failure to furnish complete information in all respects required by the Bid Document or submission of a Bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in the rejection of the Bid by Bank. Any decision in this regard by ADC Bank shall be final, conclusive and binding on the Bidder.
- 20. The Bidder shall prepare the Bid based on details provided in the TENDER. The quantities & specifications mentioned therein are indicative in nature and intended to give the Bidder an idea about the order, type, scale and magnitude of the work and are not in any way exhaustive and guaranteed by ADC Bank.
- 21. The Bidder shall comply all conditions precedent under the Contract. The Bidder shall provide services as per "Scope of Work with Specific Terms and Conditions" mentioned in this TENDER.
- 22. The Bid Security/EMD and Tender fee as specified on page 4 shall be paid along with the Bid Document during submission. Bids without the EMD and tender fee shall be rejected forthwith.

# 23. Bid Security (EMD)

- a. The Bidder shall furnish as part of the bid, a Bid Security amount.
- b. Bid security amount of unsuccessful Bidders will be returned within a period of 30 (Thirty) days from the date of award of contract. The EMD amount will not bear any interest.
- c. The successful bidders EMD will be retained as Security Deposit till the end of the rate contract period or any extension thereof. The EMD amount will not bear any interest.
- d. The Bid Security amount shall be forfeited if:
  - (i) The Bidder withdraws his bid during the bid validity period; or
  - (ii) The Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of Contract and/or conceals or suppresses material information; or
  - (iii) The successful Bidder fails to sign the Contract or furnish bank guarantee(s)/security in the form and manner to the satisfaction of ADC Bank, as mentioned in the TENDER.
  - (iv) Unsatisfactory services during the period of contract or any extension thereof.
- e. Should the Invitation to TENDER be withdrawn or cancelled by the Bank, which the Bank shall have the right to do so at any time, the EMD will be returned.

Any decision in this regard by ADC Bank shall be final, conclusive and binding on the Bidder.

24. The Bid(s) are to be submitted in separate covers:

# I. NSMs:

- a. **Envelope-1** containing the following:
  - i. Technical Bid for NSMs in the form as prescribed in the TENDER including all technical/commercial terms / Model & Make of Machine & Brochures with technical specification etc.;
  - ii. Power of Attorney (POA) or Authority Letter from the company should be submitted along with the technical bid for signing the TENDER documents & Agreements.

- iii. Receipt of deposit of (a) Rs.2.0 Lakh (Rupees Two Lakh Only) towards EMD & Rs. 2,000/- + 18% GST towards Tender Fee; and
- iv. Other relevant bid documents of NSMs.
- b. **Envelope-2** containing Price/Commercial Bid of Note Sorter Machine.
- c. **Envelope-3** shall contain aforesaid Envelop-1, & Envelope-2 and must be super scribed as "Bid for supply, installation, testing, commissioning, ACMC for Note Sorter Machines (NSMs) and buy-back of old/used machines " for ADC Bank

#### 25. The Bid shall be addressed to:

#### The Chief Executive Officer

The Ahmedabad Dist. Co-operative Bank Ltd,

Gandhi Bridge Corner,

Opp. Income tax Office,

Ahmedabad – 380014

- 26. The Bid shall be dropped in the Post Department kept at the above mentioned address on or before March 03, 2025 at 03.00 pm & Technical Bid shall be opened on the same day at 03.30 pm in presence of the Bidders desirous to be present. The Price Bid will be opened at a later date after scrutiny of the documents submitted by the tenders & stress test. The date and time of the price bid opening will be communicated to the pre-qualified vendors in advance.
- 27. If a holiday is declared on any of the dates mentioned above, the Bids shall be received /opened on the next working day at the same timings specified above.
- 28. The Successful Bidders shall enter into Contract with ADC Bank at Ahmedabad only.
- 29. The TENDER quantity may vary depending on the requirement of the Bank.
- 30. The Bidders should quote for only one time tested make and model for each type of the machine which is in use in India.
- 31. The model quoted by the bidders should comply with the technical specification offered as per machine requirement and specification.
- 32. The Bank reserves the right to shift the machine after placement of the order to any location or locations depending upon its need. The Bidder shall arrange to shift the machine, install and commission at no extra cost within the city. However, if shifting is done from one city to other city, the transportation cost towards this shifting, if any, will be reimbursed by the Bank extra on

actual basis on production of the actual receipt of the transportation.

33. The Bidder shall provide the list of offices along with escalation matrix.

34. The Bidder should be Original Equipment Manufacturer (OEM) of the machines. If the Bidder is not the OEM but only an authorized dealer, it should have Authorization letter from the OEM to

deal/market the machines in India. (Manufacture Authorization Form (MAF) to be submitted).

35. Only after Technical Qualification as decided by the Bank, the technical successful bidders

would be invited for offer the machine for conducting the testing. The bidders whose machines

are successful in the testing will be eligible to participate in the price bid.

# 36. <u>SPLITTING OF TENDER</u>

The Bank reserves the right to split the works among two vendors. However, the bidders at L2 position shall have to match the lowest rate before acceptance of the bid. In case the L2 bidder does not/cannot match the prices with the L1 bidder, there shall be an option to make an offer to L3 bidder and so on for matching the rates. The orders shall be divided in the following manner:

In case of split between 2 bidders:

60% - 70% to L1 bidder.

30% - 40% to L2 bidder at the lowest rates.

However, if no bidder is able to match the rate of L1 bidder, 100% order shall be awarded to LI bidder.

37. Since the order for the supply of equipment would be placed directly, it is presumed that the tenderer should be able to make the supply of equipment and ensure installation and after sales service etc. without the intercession of agents. Therefore, there should be no need for engaging any agent and the prices quoted shall not include any element of agency commission.

38. The Bank will release the order for supply of machines as per the requirement arising during the year progressively.

39. The Bank shall have the right to increase or reduce the number of NSMs to be purchased without assigning any reason, during the period of purchase contract.

40. The Bidder has to provide undertaking regarding authenticity (as per BIS norms) of machine.

41. The model quoted by the bidders should have been released / operational in the market for at least one year from the issue of the tender (for which proof shall be furnished) confirming to the technical specifications.

#### 42. Testing:

The machine offered by pre-qualified bidders will only undergo test in second stage at specified head office/branch of ADC Bank to determine the capability of the machine. The dates and the names of the specified head office/branch will be intimated to the technically pre-qualified tenderers. It will be the responsibility of the supplier to bring two NSM's to the specified head office/branches at their cost. The machines of each Bidder shall be placed on stress test for 5 working days in one of the branches/currency chest in Ahmedabad at Bidders cost.

- 43. The test will be conducted in the presence of the representative of the tenderer of the machine. The test results will have to be jointly signed by the representative of the tenderer along with the representative of ADC Bank.
- 44. The price bids of only those bidders found successful in the technical round and also in the stress test will be opened on a date and time to be announced by the Bank. Communication will be sent to all the successful bidders in this regard. In case the machine failed to withstand test the Bidder will not eligible for further tender process.

# 45. PRICE BID/COMMERCIAL BID:

This part shall contain prices in Indian Rupees only, both in figures and words. No other enclosure is permitted in PRICE BID/COMMERCIAL BID. Change of terms and conditions and technical deviations, if any, found in PRICE BID/COMMERCIAL BID of the tender will not be taken into account and will be taken as null and void. Tenders in which prices are quoted in any other currency will not be considered.

46. The prices quoted for supply of machines shall be deemed to have included duties, local levies in the country of origin and shipment, packing, freight from the factory to the destination site, insurance, handling, custom clearing charges etc or any other charges for supply & installation of machine. If the tenderer fails to include such charges and duties in the tender, no claim thereof will be entertained by the Bank afterwards. However, GST will be paid extra at actual. Any statutory payments if any, payable as per the law in India only will be paid by the Bank. The installation and commissioning charges shall be deemed to have included in the quoted price.

# 47. **COMPLETION PERIOD:**

The supply, installation, testing and commissioning of the machines has to be completed within a period of 15 days from the date of placement of order. Time shall be the essence of the contract.

In case the Bidder fails to deliver and commissioning the machine within the specified time, Bank shall have the option to accept or reject the machine delivered by the Bidder after the expiry of the time period.

#### 48. VALIDITY OF TENDER:

The Tender shall be valid for acceptance for a period of 90 days and the prices shall remain valid

initially for a period of two year from the date of award of the contract.

# 49. LOWEST TENDER NOT NECESSARILY TO BE ACCEPTED:

The Bank is not bound to accept the lowest or any tender or to assign any reason for non acceptance.

• The tenderer whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may elect to modify/withdraw the tender.

# **50. EVALUATION OF TENDER:**

For the purpose of determining the lowest bidder, the Basic Price of machine and ACMC charges for the period of six years after expiry of the warranty period of one year will be taken into account. Changes in terms and conditions and technical deviations, if any, found in PRICE BID/COMMERCIAL BID of the tender will not be taken into account and the tender will not be accepted by ADC Bank.

51. The tenderer shall furnish an undertaking, as per the enclosed proforma that they will maintain the NSM's for a minimum period of 6 years from the date of expiry of warranty period at the rate quoted by them in the tender towards all comprehensive annual maintenance contract charges as accepted by the Bank.

# TECHNICAL SPECIFICATIONS –NOTE SORTER MACHINE (1+1) (NSM)

# Otv.: 24 Nogs (Approx)

SR. NO.	DESCRIPTION	PARTICULARS	Vendor Compliance
1	Make/Model quoted		

# TECHNICAL SPECIFICATIONS –NOTE SORTER MACHINE (2+1) (NSM)

# Otv.: 15 Nogs (Approx)

SR. NO.	DESCRIPTION	PARTICULARS	Vendor Compliance
1	Make/Model quoted		

**Authorized Signatory** 

<sup>\*</sup>Specification should be the competitive and latest as prevalent in the similar institutions. #Bank reserves right to accept or reject the specifications, without assigning any reasons whatsoever.

#### ANNEXURE-I

(To be submitted by the Vendor/s on appropriate value of stamp papers / Franking within 7 days of receipt of LOI)

# **AGREEMENT**

#### **BETWEEN**

The Ahmedabad Dist. Co-operative Bank Ltd., is a DCCB Bank (registered under the Co-op. Societies Act 1961) (hereinafter referred to as "ADC Bank") and The Ahmedabad Dist. Co-operative Bank Ltd, Gandhi Bridge Corner, Opp. Income tax Office, Ahmedabad – 380014 (which expression shall unless it be repugnant to the subject, context or meaning thereof be deemed to mean and include its successors and assigns) of the One Part

#### **AND**

M/s. ...... Hereinafter called the "**Vendor**" (which expression shall unless repugnant to the subject, context or meaning thereof be deemed to mean and include its successors) of the Other Part.

ADC Bank and the Vendor are hereinafter collectively referred to as the 'Parties'.

#### **WHEREAS**

- 1. ADC Bank, for the purpose of expanding its operations and replacing the old existing units for better performance and efficiency desires to procure Note Sorter Machines specifications of which are to be listed out by vendor in technical specifications in the Tender Application to be opened on dated.............
- 2. ADC Bank had invited Tenders from the pre-qualified parties and has accepted a Tender by the Vendor for supply, installation, testing, commissioning, ACMC for note sorter machines and buy-back of old/used machines and provide warranty of One year & Comprehensive Annual Maintenance contract for 06 years after warranty period at various locations of the ADC Bank from the date of installation & commissioning of the machine batteries.

(Hereinafter referred to as the 'Contract Price').

3. The Vendor has agreed to supply, installation, testing, commissioning, ACMC for note sorter machines and buy-back of old/used machines at the respective locations of ADC Bank, subject to the terms, conditions, provisions, stipulations, covenants, and instructions set forth herein, the general terms and conditions of the contract contained in the Tender and the purchase orders issued from time to time (hereinafter collectively referred to as the "Said Conditions)".

# NOW IN CONSIDERATION OF THE FOREGOING IT IS HEREBY AGREED AS FOLLOWS:

# 1 ARTICLE 1 – Supply, Installation and Commissioning

- 1.1 The Vendor shall upon and subject to the said conditions, supply, installation, testing, commissioning, ACMC for note sorter machines and buy-back of old/used machines and provide warranty of One year & Comprehensive Annual Maintenance contract for 06 years after warranty period at the time and in the manner set forth in this Agreement and as described in the Purchase Orders issued from time-to-time by the ADC Bank for the Contract Price as agreed to herein. Parties hereto agree and confirm that time is essence of this Agreement.
- 1.2 ADC Bank shall pay to the Vendor as per the Contract Price agreed upon between the Parties herein, upon submission of invoices, test certificate, original installation reports duly checked and certified by ADC Banks authorized Architects/consultant, Branch Heads for the respective branches.
- 1.3 The Contract Price will be inclusive of basic price, excise duty, transportation cost, insurance cost, loading & unloading charges etc. However, the applicable GST will be paid extra at the prevailing rate by ADC Bank on submission of original receipts by the Vendor. Any increase in cost for the manufacturer due to fluctuations in dollar rates, fuel prices, rates of materials and labour, excise duties levied by the government etc. from time-to-time on the whole products or components thereof will have to be borne by the Vendor.
- 1.4 It will be imperative for the Vendor to fully inform itself of all legal conditions and factors which may have any effect on the execution of the contract as described in the Tender documents.

ADC Bank shall not entertain any request for clarification from the Vendor regarding such local conditions.

- 1.5 ADC Bank may place orders for supply, installation, testing, commissioning, ACMC for note sorter machines and buy-back of old/used machines from time to time as required from its Head Office at Ahmedabad. The Note Sorter Machines shall be delivered to the specific floor / space /room at site according to the specific delivery instructions, which will be mentioned the respective purchase orders. ADC Bank shall have the right to cancel/reject entire/part of the order/delivery, if the delivery is not made within the stipulated time and/or if the quality of the Note Sorter does not meet the specifications as specified in the TENDER. In such cases, Vendor agrees that ADC Bank will not be liable to pay any charges for the Note Sorter Machines, low side works, Taxes, transportation, Insurance, etc. incurred by the Vendor in respect of the rejected Note Sorter Machines. The Vendor agrees that ADC Bank shall be the sole judge as regards the specifications of the Note Sorter Machines are concerned.
- 1.6 The address for delivery of the Note Sorter Machines shall be as specified in the respective purchase orders. However at a later date ADC Bank find some/all of the Note Sorter Machines are not required at the above site, ADC Bank will issue required instruction to shift the machine from that site to another site and the Vendor has to do the shifting as advised by the ADC Bank. The vendor shall arrange to shift the machine, install and commission at no extra cost within the city. However, if shifting is done from one city to other city, the transportation cost towards this shifting, if any, will be reimbursed by the respective Bank branch extra on actual basis on production of the actual receipt of the transportation.
- 1.7 All applicable taxes shall be deducted by ADC Bank at source according to the tax rate prevalent at the time of making the payment.
- 1.8 The Vendor shall be responsible for and obliged to conduct all contracted activities strictly in accordance with contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the contract.

The Vendor shall furnish an interest-free Bank Guarantee for equivalent to 10% of the total order value issued by a **scheduled commercial bank** (hereinafter referred to as "Bank Guarantee") in favour of the ADC Bank, on the terms and conditions acceptable to the ADC Bank and arrange to furnish the same to the ADC Bank directly through the issuing Bank. The amount of **Rs.2.0 Lakh** 

paid by the Vendor towards the Earnest Money Deposit (EMD) shall be retained by ADC Bank as a security deposit and will be refunded only after successful completion of the contractor any extension thereof.

# 2 ARTICLE 2 – TENDER to be treated as part of the Agreement

The TENDER along with its Annexures, other attachments and deviations, if any, shall be read and construed as forming part of this Agreement and the Parties hereto shall abide by and submit themselves to the conditions and perform the Agreement on their part respectively in accordance with the terms and conditions contained herein as well as in the TENDER.

# 3 ARTICLE 3 – Representations and Warranties of the Vendor

The Vendor represent, warrant assure, agree, confirm, declare and undertake that -

- 1. It is duly organized and a validly existing organization under Indian Laws.
- 2. It has power and authority to execute and deliver this Agreement and has taken all necessary steps to authorize execution, delivery and performance of this Agreement.
- 3. It has requisite experience, expertise, resources, infrastructure, qualified manpower and other requisite resources to consummate the transactions contemplated under this Agreement.
- 4. It has obtained and /or complied with all applicable permits including statutory and regulatory approvals /licenses required to perform the transactions contemplated under this Agreement.
- 5. Neither the execution and delivery of this Agreement with ADC Bank nor the Vendor's compliance with or performance of the terms and provisions of this Agreement shall contravene any provisions of law or any order, writ, injunction or decree of any Court or Government authority nor shall it violate any provisions of memorandum and articles of association affixation/bye laws/partnership deed or any agreement or arrangement to which the Vendor is party.

6. It shall supply to ADC Bank, Note Sorter Machines free from manufacturing defects. Defective Note Sorter Machines, if any, should be repaired/replaced within 24 hrs in metro/urban areas and 48 hrs in rural/semi-urban areas of notification, free of charge. If the Vendor having been notified fails to remedy the defect(s) within the period specified, the ADC Bank may proceed to take such remedial action/s as may be necessary, at the Vendor's risk and expense and without prejudice to any other rights which ADC Bank may have against the Vendor under and in accordance with this Agreement/ Contract. The delay in delivery of the Note Sorter Machines at the respective destinations and/or, installation beyond the agreed period will attract a penalty of 0.5% of the value of the machines per week or part there of subject to a maximum of 5% of order value of the machines as per the respective purchase order. Any decision of ADC Bank in this regard shall be final, conclusive and binding on the Vendor.

# 4 ARTICLE 4 – Indemnity

The Vendor shall unconditionally and irrevocably, (jointly and severally in case of partnership concern) indemnify ADC Bank against any claims, losses, costs, actions, suits, damages and or otherwise arising due to or on account of Vendor's violation of any terms and conditions of this Agreement, violation of trademarks, patents, copyrights and licenses and shall always keep ADC Bank, its affiliates, subsidiaries, successors, assigns, officers, directors and employees, indemnified at all times, from and against all claims, losses, damages, costs, actions, suits, compensation or expenses or otherwise, if any, that the ADC Bank may incur by reason of any action, proceedings which may be brought by or against or taken against the ADC Bank, by anybody including the customers for anything of any nature whatsoever. This clause shall survive the termination of this Agreement for any reason whatsoever. The Deed of Indemnity shall be executed in the form and to the satisfaction of the Purchaser.

# 5 ARTICLE 5 - Termination of the Agreement

ADC Bank may terminate this Agreement for any default /deficiency of services breach of the terms and conditions of this Agreement by giving 30 days notice to the Vendor requiring it to correct or rectify the defects and deficiency within notice period. In case the specified defects/ deficiencies are not rectified within 30 days, ADC Bank shall terminate the Agreement forthwith and such termination of Agreement by ADC Bank shall be binding on the Vendor without any challenge. In such case of termination, ADC Bank shall have the right to claim all costs, charges and expenses incurred / paid by ADC Bank in account of default /delay by the Vendor. Vendor agrees that ADC Bank is entitled to deduct or set off the amount of penalty levied and damages claimed by ADC Bank

from the Vendor in terms of said conditions, from any amount due to Vendor under this Agreement and /or forfeit the EMD and/or invoke the Bank Guarantee submitted/furnished as part of this Agreement by the Vendor in full or in part to make good the loss, at the discretion of ADC Bank, apart from other rights available under the applicable law.

Termination of this Agreement shall not affect or prejudice any provisions of this Agreement, which are expressly or by implication provided to continue in effect after such termination.

# 6 ARTICLE 6 – Notices

All notices in connection with this Agreement, shall be given in writing, or sent by regd. post / courier or by e-mail, confirmed by courier to the address or fax number specified below, or to such other address or number which the Parties may have last specified. All such notices shall be effective upon receipt to:

#### The Chief Executive Officer

The Ahmedabad Dist. Co-operative Bank Ltd,

Gandhi Bridge Corner,

Opp. Income tax Office,

Ahmedabad – 380014

# Email- it.hardware@adcbank.coop

#### **Vendor: Address**

.....Either of the Parties may by notice, change the address to which such notices and communication are to be delivered or transmitted.

#### 7 ARTICLE 7 - Dispute Resolution

The Parties shall use their best efforts to amicably settle all disputes arising out of or in connection with the Contract/Agreement in the following manner:

- a. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- b. The matter will be referred for negotiation between nominated officials of ADC Bank and the Vendor. The matter shall then be resolved by them and the agreed course of action documented within a further period of 15 days.

c. The Parties agree that any dispute between them, which cannot be settled by negotiation in the manner, described above, may be resolved exclusively by arbitration and such dispute may be submitted by either party to arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Ahmedabad, India and conducted in accordance with the provision of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint 1 arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator. The arbitration proceedings shall be conducted in the English language. Subject to the above, the courts of law at Ahmedabad alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

The Vendor shall not be entitled to suspend the supply, installation, commissioning of the Note Sorter Machines pending resolution of any disputes between the Parties and shall continue to supply, install and commission Note Sorter Machines in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

The provision under this section survives the Contract/Agreement.

#### 8 ARTICLE 8 - Severability

If any of the terms, covenants or conditions thereof as to the application of such term, covenant or condition shall be held invalid as to either party on circumstances by any Court having jurisdiction, the reminder of such terms, covenants or conditions shall not be affected thereby, shall remain in full force and affect and shall continue to be valid and enforceable.

#### **9** ARTICLE 9 - Survival of Provisions

In order that the Parties may fully exercise their rights and perform their obligations hereunder, such provisions of this Agreement that are required to ensure such exercise or performance shall survive the termination of this Agreement for any cause whatsoever.

#### **10** ARTICLE 10 - Entire Agreement

The Agreement contains all of the understanding and agreement or whatsoever kind and nature existing between the Parties with respect to written or oral agreements, commitments, representatives, communications and understandings between the Parties with respect to the transactions herein contained.

Necessary corrections, if any, arising out of corrigenda clarifications issued before opening of Tender have been made in these documents. Also the subsequently agreed terms based on the discussions held between the Vendor and ADC Bank which were finally accepted for the said supply and installation have been incorporated and all pages in the proposal have been initialed both by Vendor and ADC Bank in token of their acceptance.

#### 11 ARTICLE 11 - Headings

The heading of various Articles and Sections herein is for convenience of reference and is not deemed to affect the construction of the relative provisions.

#### 12 ARTICLE 12 – Effective Date & Validity

This Agreement shall become binding on the Parties on and from\_\_\_\_\_\_. It shall be in force for a period of 2 years from the date of award of Contract / First Purchase Order, whichever is earlier or any extension thereof, in terms of this Agreement or early termination under the provisions of this Agreement, whichever is earlier.

#### 13 ARTICLE 13 - Counterparts

This Agreement is executed in duplicate; the original shall be in the custody of the Purchaser and the duplicate with the Vendor.

#### **14** ARTICLE 14 – Contract Details

This contract comprises the following among other things:

- a) TENDER along with its Annexures, Sections and Terms and Conditions
- b) Technical Specifications
- c) Earnest Money Deposit, (Security Deposit).
- d) Payment Terms
- e) Bid submitted by the Vendor
- f) Warranty
- g) Deed of Indemnity

h) Respective Purchase Orders issued in accor	rdance with this Contract
i) Non Disclosure Agreement	
IN WITNESS WHEREOF the Parties have caused	these presents and the said duplicate to be
on their behalf by their duly authorized executives,	the day and year first hereinabove written.
Signed and Delivered by the within named <b>ADC B</b>	ank
Signature:	
Name:	
Date:	
IN THE PRESENCE OF:	
Witness 1. Signature	Witness 2. Signature
Name:	Name:
Address:	Address:
Signed and Delivered by	the within named Vendor
M/s	

signed

# IN THE PRESENCE OF:

Date :- .....

Witness 1. Signature	Witness 2. Signature
Name:	Name:
Address:	Address:

# **ANNEXURE-II**

(To be submitted by the Vendor/s on appropriate value of stamp papers/ Franking within 7 days of receipt of LOI)

# NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (" <b>Agreement</b> ") is made on this day of, 2025.
BETWEEN
The Ahmedabad Dist. Co-operative Bank Ltd., is a DCCB Bank (registered under the Co-op. Society Act 1961) (hereinafter referred to as "ADC Bank") at Gandhi Bridge Corner, Opp. Income tax Office, Ahmedabad – 380014 (which expression shall unless it be repugnant to the subject, context or meaning thereof be deemed to mean and include its successors and assigns) of the One Part;
ADC Bank and Bidder may, wherever the context so permits, shall hereinafter collectively refer to as the "Parties" and individually as a "Party".

WHEREAS, ADC Bank called for the bids for supply, installation, testing, commissioning, ACMC for note sorter machines and buy-back of old/used machines of ADC Bank. M/s.\_\_\_\_(hereinafter referred to as "Bidder"), after going through the terms and conditions stipulated in the TENDER bearing No....... (hereinafter referred to as "TENDER" or "Bid Documents").

WHEREAS, the Bidder is aware and confirms that the information, data, drawings and designs, and other documents made available in the Bid Documents / the Contract and thereafter regarding the Services as furnished by the Bidder in their proposals or otherwise and all the confidential information under the Bid Documents/the Contract is privileged and strictly confidential and/or proprietary to ADC Bank,

NOW THEREFORE, in consideration of the foregoing, the Bidder agrees to all of the following conditions, for ADC Bank, to grant the Bidder specific access to ADC Bank's property/information and other data.

#### (1) In connection with this Agreement,

"Confidential Information" includes all intellectual property information; technical or business information or material not covered; proprietary or internal information related to the current, future and proposed products or services of the Parties including, financial information, process/flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Parties provide regarding third parties; information disclosed pursuant to this Contract; documents, accounts, business plans, information or documents whatsoever, concerning business, policies, strategy, property, contracts, trade secrets, transactions, or interested parties of ADC Bank or any other information of either Party whether disclosed to the other Party in oral, graphic, written, electronic or machine readable form, and whether or not the information is expressly stated to be confidential or marked as such, all Trade Secrets and other proprietary information including but not limited to customer list, financial information, and pricing information, except that the following shall not be considered Confidential Information:-

- (a) that which is in the public domain;
- (b) that which was previously received from a third party not subject to the obligation of confidentiality with respect to such information;
- (c) that is developed independently without any aid from the disclosing Party;
- (d) that which is required to be disclosed pursuant to any request/demand by statutory or regulatory or governmental agencies or any applicable law, judgment or otherwise, provided that unless prohibited by law the disclosing Party shall give adequate notice of such disclosure to the other Party.
- (e) that is released from confidentiality with the written consent of the other Party. "Subsidiaries / Affiliates" means and includes the holding company, subsidiary and any other entity directly or indirectly "managed" or "controlled" by the Company/ADC Bank. The term "managed" or "controlled" shall include ability to appoint and remove majority of the directors, partners or the like in the entity by whatever name called.

#### It is hereby agreed as under:

- a) The parties agree that they shall hold in trust any Confidential Information received by either party, under this Contract, and the strictest of confidence shall be maintained in respect of such Confidential Information. The parties also agree and undertake to:
  - i. maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein;
  - ii. make copies as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original;
- Not, without the prior written consent of the disclosing Party, which consent the disclosing Party shall not be under any obligation to provide, disclose the Confidential Information to any third party, save and except to, restrict access and disclosure of confidential information to such of their employees, agents, Bidders, and contractors strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
- iv. Treat Confidential Information as confidential for a period of three (3) years from the date of receipt. In the event of earlier termination of this Contract, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such termination;

- v. Not at any time either during the continuance of this Agreement or upon termination of this Agreement, publish or divulge either directly or indirectly to any person, firm or company any Confidential Information, save and except to its Affiliates;
- vi. To keep the Confidential Information as strictly confidential;
- vii. This Agreement shall commence on the date of execution of this Agreement and treat Confidential Information as confidential for a period of **five years** from the date of last such disclosure of the Confidential Information. In the event of earlier termination of this Agreement, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of **two years** from the date of such termination. Further, any term or provision of this Agreement that by its nature is intended to survive termination or expiration hereof will so survive and apply.
- b) Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within 30 days of such disclosure. Confidential Information does not include information which:
  - (i) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
  - (ii) is independently developed by the recipient without breach of this Contract;
  - (iii) is the public domain;
  - (iv) is received from a third party not subject to the obligation of confidentiality with respect to such information:
  - (v) is released from confidentiality with the prior written consent of the other party.

Provided that if receiving Party is required to disclose any Confidential Information by order of any court or regulatory authority, receiving Party will immediately upon receipt of such order intimate the disclosing Party of such order to enable the disclosing Party to challenge such order or to allow the disclosing Party a reasonable opportunity to seek an appropriate protective order or other means to protect the confidentiality of such Confidential Information; provided further that the disclosure in such case shall be only to the extent required by law and subject to consultations with the disclosing Party with view to agreeing to the timing and content of such disclosure.

The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient.

- c) Notwithstanding the foregoing, the parties acknowledge that the nature of the Services to be performed under this Contract may require the Bidder's personnel to be present on premises of ADC Bank or may require the Bidder's personnel to have access to computer networks and databases of ADC Bank while on or off premises of ADC Bank. It is understood that it would be impractical for ADC Bank to monitor all information made available to the Bidder's personnel under such circumstances and to provide notice to the Bidder's of the confidentiality of all such information. Therefore, the Bidder agrees and undertakes that any technical or business or other information of ADC Bank that the Bidder's personnel, or agents acquire while on ADC Bank premises, or through access to ADC Bank computer systems or databases while on or off ADC Bank premises, shall be deemed Confidential Information.
- d) Confidential Information shall at all times remain the sole and exclusive property of the disclosing party. Upon termination of this Contract, confidential information shall be returned to the disclosing party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the parties. Nothing contained herein shall in any manner impair or affect rights of ADC Bank in respect of the Confidential Information.
- e) In the event that any of the parties hereto becomes legally compelled to disclose any Confidential Information, such party shall give sufficient notice to the other party to enable the other party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this Contract without the prior written consent of the other party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving party applies to its own similar confidential information but in no event less than reasonable care. The obligations of this clause shall survive the expiration, cancellation or termination of this Contract.
- f) The receiving Party acknowledges the confidential nature of Confidential Information and damage could result to the disclosing Party if the receiving Party breaches any provision of the agreement and agrees that, if the receiving Party or any of the directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof, the disclosing Party
  - may suffer immediate irreparable loss for which monetary compensation may not be adequate. The disclosing Party shall be entitled, in addition to such other remedies, damages & relief as may be available to it, to an injunction or similar relief prohibiting the receiving Party, its directors, officers etc from engaging in any such act.

- g) This Agreement shall be governed, interpreted and enforced in accordance with the laws of India.
- h) The provisions hereunder shall survive termination of the Contract.
- i) Any dispute arising out of or in relation to this Agreement shall be referred to arbitration by a sole arbitrator appointed by both the parties. The arbitration shall be governed by the Arbitration and Conciliation Act 1996. Each Party shall pay and bear its own cost of arbitration. The Arbitration shall be held in the city of Ahmedabad.
- j) This document contains the entire agreement between the Parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both Parties hereto. If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the same economic and legal effect as the original provision and the remainder of this Agreement will remain in full force.
- k) This Agreement shall bind and inure to the benefit of the Parties hereto and their successors and assigns. Neither Party may assign any of its rights or obligations under this Agreement without the prior written consent of the other Party.

#### **Authorized Signatory**

Name

Designation:	
Office Seal:	
Place:	Accepted –
Date:	

#### **ANNEXURE-III**

(To be submitted by the Vendor/s on appropriate value of stamp papers / Franking within 7 days of receipt of LOI)

#### **DEED OF INDEMNITY**

This Deed of Indemnity executed at Ahmedabad	on theday of
2025 by	_(hereinafter referred to as "the Obligor"
which expression shall unless it be repugnant to the contex	t, subject or meaning thereof, shall be deemed
to mean and include its successors and permitted assigns);	

#### IN FAVOUR OF

The Ahmedabad Dist. Co-operative Bank Ltd., is a DCCB Bank (registered under the Co-operative Societies Act 1961) (hereinafter referred to as "ADC Bank") and The Ahmedabad Dist. Co-operative Bank Ltd, Gandhi bridge Corner, Opp. Income tax office, Ahmedabad – 380014 (which expression shall unless it be repugnant to the subject, context or meaning thereof be deemed to mean and include its successors and assigns) of the One Part

#### 1 WHEREAS

- (1) The Obligor has
- (a) Agreed to provide to ADC Bank for supply, installation, testing, commissioning, ACMC for note sorter machines and buy-back of old/used machines to its various branches /head office and to provide the services during warranty period at the various branches of the ADC Bank as stated in the bid, scope of work and other terms and conditions;
- (b) Represented and warranted that they have all permissions, consents, approvals from all authorities, both regulatory and non-regulatory, for executing their services to ADC Bank;
- (c) Represented and warranted that the aforesaid services offered to ADC Bank do not violate any provisions of the applicable laws, regulations or guidelines including legal and environmental. In case there is any violation of any law, rules or regulation, which is capable of being remedied the

- same will be got remedied immediately during the installation, maintenance and contract period to the satisfaction of ADC Bank.
- (d) Represented and warranted that they are authorized and legally eligible and otherwise entitled and competent to enter into such contract(s) with ADC Bank;
- (2) ADC Bank, relying and based on the aforesaid representations and warranties of the Obligor, has agreed to avail the services of the Obligor on the terms and conditions contained in its bid and Agreement dated \_\_\_\_\_\_ (the Agreement) with the Obligor;
- (3) One of the conditions of the aforesaid Agreement is that the Obligor is required to furnish an indemnity in favour of ADC Bank indemnifying the latter against any loss, damages or claims arising out of any violations of the applicable laws, regulations, guidelines during the execution of its services to ADC Bank over the contract period as also for breach committed by the Obligor on account of misconduct, omission and negligence by the Obligor.
- (4) In pursuance thereof, the Obligor has agreed to furnish an indemnity in the form and manner and to the satisfaction of ADC Bank as hereinafter appearing;

#### NOW THIS DEED WITNESSETH AS UNDER:-

In consideration of ADC Bank having agreed to award the aforesaid contract to the Obligor, more particularly described and stated in the aforesaid Agreement, the Obligor do hereby agree and undertake that:-

(1) The Obligor shall, at all times hereinafter, save and keep harmless and indemnified ADC Bank, including its respective directors, officers, and employees and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against ADC Bank by whomsoever and all losses, damages, costs, charges and expenses that ADC Bank may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, guidelines and also from the environmental damages, if any, which may occur during the contract period.

- (2) The Obligor further agrees and undertakes that the Obligor shall, during the contract period, ensure that all the permissions, authorizations, consents are obtained from the local and/or municipal and/or governmental authorities, as may be required under the applicable laws, regulations, guidelines, orders framed or issued by any appropriate authorities.
- (3) The Obligor further agrees to provide complete documentation of Note Sorter Machines including warranty certificates of the aforesaid machines, contact numbers of the officials for maintenance related query during warranty period. The Obligor shall also provide all required information about the Note Sorter Machines for performing the obligations under the Contract. The Obligor shall also indemnify and keep indemnified ADC Bank against any levies / penalties / claims / demands litigations, suits, actions, judgments, and or otherwise ion account of any default and or breach and or otherwise in this regard.
- (4) If any additional approval, consent or permission is required by the Obligor to execute and perform the contract during the currency of the contract, they shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.
- (5) The obligations of the Obligor herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Agreement or the insolvency, bankruptcy, re-organization, dissolution, liquidation or change in ownership of ADC Bank or Obligor or any other circumstance whatsoever which might otherwise constitute a discharge or defense of an indemnifier.
- (6) The obligations of the Obligor under this Deed shall not be affected by any act, omission, matter or thing which, would reduce, release or prejudice the Obligor from any of the indemnified obligations under this indemnity or prejudice or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it, or to ADC Bank).
- (7) This indemnity shall survive the aforesaid Agreement.
- (8) Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either party at the address stated in the aforesaid Agreement and or as stated above.
- (9) This indemnity shall be governed by, and construed in accordance with, the laws of India.

- (10) The Obligor irrevocably and unconditionally agrees that in any legal action, suit or proceedings arising out of or relating to any this indemnity may be brought in the Courts/Tribunals at Ahmedabad. Final judgment against the Obligor in any such legal action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction, by suit on the judgment, a certified copy of which shall be conclusive evidence of the judgment, or in any other manner provided by law. By the execution of this indemnity, the Obligor irrevocably submits to the exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.
- (11) ADC Bank may assign or transfer all or any part of its interest herein to any other person. Obligor shall not assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of ADC Bank.

IN WITNESS WHEREOF the Obligor has signed these presents on the day, month and year first above written.

Signed and Delivered on behalf of)		
(		)
By the hand of	,)	
, the authorized official)		
of the Obligor		

#### **Annexure IV**

## **UNDETAKING OF AUTHENTICITY OF NOTE SORTER MACHINES**

The Chief Executive Officer
The Ahmedabad Dist. Co-operative Bank Ltd,
Gandhi Bridge Corner,
Opp. Income tax office,
Ahmedabad – 380014
Email- it.hardware@adcbank.coop

Ref: <u>Our bid for supply, installation, testing, commissioning, ACMC for note sorter machines and buy-back of old/used machines</u>

With reference to the note sorter machines and buy-back offers being quoted by you vide tender cited above, it is submitted as under:

We hereby undertake that all the components/parts/assembly/software used in the Note Sorter Machines shall be original new components/parts/assembly/software only, from respective OEMs of the products and that no refurbished/duplicate/second hand components/parts/assembly/software are being used or shall be used.

In case of default and we are unable to comply with above at the time of delivery or during installation for the above machine already billed, we agree to take back the supplied machines without demur, if already supplied and return the money if any paid to us by you in this regard. We also take full responsibility of both Parts & Service as per service level agreement (SLA) as per the content even if there is any defect by our authorized Service Centre.

Signature & Seal of Bidder/Authorised Representative

# **Annexure V**

# **MANUFACTURER'S AUTHORIZATION FORM**

(On Manufacturer letter head)

No	Dated: / /2	025
The Chief Executive Officer		
The Ahmedabad Dist. Co-operative Bank Ltd,		
Gandhi Bridge Corner, Opp. Income tax office,		
Ahmedabad-380014		
Email- it.hardware@adcbank.coop		
Dear Sir, Bids for supply, installation, testing, commissioning, A old/used machines of ADC Bank.	CMC for note sorter machi	nes and buy-back of
We_	who are establishe	ed and reputed
manufacturer's of Note Sorter Machines having manufa		anddo
hereby authorize M/s(Name and address of	Agents) to submit a bid, ar	nd sign the contract
with you for the goods manufactured by us against the a	above TENDER.	
We hereby extend our full guarantee and warranty as	s per Clauses of Contract	for the goods and
services offered for supply by the above firm against th	is TENDER.	
Yours faithfully,		
(NAME)		
(Name of Manufacturer)		
Note: This letter of authority should be on the letterh	ead of the manufacturer an	d should be signed
by a person competent and having the power of atto	orney to bind the manufac	cturer. It should be

included by the Bidder in its bid.

# Annexure: VI DECLARTION BY THE APPLICANT

(On company letter head)

Ref No.	Date
The Chief Executive Of	cer
The Ahmedabad Dist.	o-operative Bank Ltd,
Gandhi Bridge Corner	Opp. Income tax office,
Ahmedabad – 380014	
Email- <u>it.hardware@a</u>	cbank.coop
Dear Sir,	
Name of The Work:	Bids for supply, installation, testing, commissioning, ACMC for note sorter machines and buy-back of old/used machines
(n)procure for Tender for	nd understood the press notice and the notification in Banks web-site & Supply & Installation of Note Sorter Machines to Bank's Branches / Head declare that the information furnished by me/us are correct to the best of elief.
	Yours faithfully

Signature: Name: Designation: Address: Seal:

#### **ANNEXURE-VII**

# PRE CONTRACT INTEGRITY PACT

at

(To be submitted by the Vendor/s on Rs.300/- stamp papers)

#### General

## NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

➤ Enabling the PRINCIPAL to obtain the desired service/ product at a competitive price

in conformity with the defined specifications by avoiding the high cost and the distortionary

- impact of corruption on public procurement; and
- ➤ Enabling BIDDERs to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing

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

#### 1. Commitments of the PRINCIPAL

- 1.1 The PRINCIPAL undertakes that no official of the PRINCIPAL, connected directly or indirectly with the contract, will demand, take a promise for or accept directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party (which is not available legally) related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The PRINCIPAL will, during the pre-contract stage, treat all BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other

#### **BIDDERs**

- 1.3 All the officials of the PRINCIPAL will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2. In case any such preceding misconduct on the part of such official(s) is reported by the

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

#### 3. Commitments of the BIDDERs

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

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage commission, fees brokerage or inducement to any official of the PRINCIPAL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement (not available legally) to any official of the PRINCIPAL or otherwise in procuring the Contract or forbearing to door having done any act in relation to the obtaining or execution of the contract or any other contract with ADC Bank Ltd for showing or for bearing to show favour or disfavor to any person in relation to the contract or any other contract with ADC Bank Ltd.
- 3.3 The BIDDER confirms and declares that they have not made any payments to any agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.4 The BIDDER further confirms and declares to the PRINCIPAL that the BIDDER is the original vendor or service provider in respect of product/ service covered in the bid documents and the BIDDER has not engaged with any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the PRINCIPAL or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.5 The BIDDER, at the earliest available opportunity, i.e. either while presenting the bid or during pre-contract negotiations and in any case before opening the financial bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the PRINCIPAL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of the services agreed upon for such payments.

- 3.6 The BIDDER will not enter into any undisclosed agreement or collude with other parties interested in the contract/ other BIDDERs to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract or with respect to prices, specifications, certifications, subsidiary contracts etc.
- 3.7 The BIDDER will not accept any advantage in exchange for any corrupt practice; unfair means and illegal activities.
- 3.8 The BIDDER shall not use improperly, for purpose of competition or personal gain or pass on to others, any information provided by the PRINCIPAL as a part of the business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.11 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the PRINCIPAL, or alternatively, if any relative of an officer of the PRINCIPAL has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of TENDER.
- 3.12 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the PRINCIPAL.
- 3.13 The BIDDER/ Contractor shall not directly or through any other person or firm use coercive practices against ADC Bank and/ or other BIDDERs/ Contractor(s).
- 3.14 BIDDERs are not to pass any information provided by the PRINCIPAL as a part of business relationship to others and not commit any offence under PC/BNS Act.
- 3.15 Foreign BIDDERs if any, to disclose name and address of agents and representatives in India and Indian Bidders to disclose their foreign principal or associates.
- 3.16 BIDDERs to disclose any transgressions with any other company that may impinge on anti- corruption principle.

#### 4. Previous Transgressions

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise / Public Sector Banks in India or any Government Department in India or RBI that could justify BIDDER's exclusion from the TENDER process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the TENDER process or the contract, if already awarded, can be terminated for such reason.

#### 5. Earnest Money (Security Deposit)

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount (specified in TENDER) as Earnest Money/Security Deposit, with the PRINCIPAL through any of the modes mentioned in the TENDER/ bid document and no such mode is specified, by NEFT/IMPS/RTGS in favour of ADC Bank. However, payment of any such amount by way of Bank Guarantee, if so permitted as per bid documents/ TENDER should be from any nationalized Bank other than ADC Bank Ltd and promising payment of the guaranteed sum to the PRINCIPAL on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the PRINCIPAL shall be treated as conclusive proof for making such payment to the PRINCIPAL.
- 5.2 Unless otherwise stipulated in the Bid document/ TENDER, the Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the PRINCIPAL, including warranty period, whichever is later.
- 5.3 In case of the successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the PRINCIPAL to the BIDDER on Earnest Money/ Security Deposit for the period of its currency.

#### 6. Sanctions for Violations

- Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the PRINCIPAL to take all or any one of the following actions, wherever required:
  - 6.1.1 To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the PRINCIPAL desires to drop the entire process.
  - 6.1.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit (after the contract is signed) shall stand forfeited either fully or partially, as decided by the PRINCIPAL and the PRINCIPAL shall not be required to assign any reason therefore.
  - 6.1.3 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - 6.1.4 To encash the advance bank guarantee, if furnished by the BIDDER, in order to recover the payments, already made by the PRINCIPAL along with interest.
  - 6.1.5 To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the PRINCIPAL resulting from such cancellation/ rescission and the PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
  - 6.1.6 To debar the BIDDER from participating in future bidding processes of the PRINCIPAL or any of its subsidiaries for a minimum period of five years, which may be further extended at the discretion of the PRINCIPAL.
  - 6.1.7 To recover all sums paid, in violation of this Pact, by BIDDER(s) to any middle man or agent or broker with a view to securing the contract.
  - 6.1.8 Forfeiture of Bank Guarantee in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
  - 6.1.9 Intimate to the CVC, IBA, RBI, as the PRINCIPAL deemed fit the details of such events for appropriate action by such authorities.

- 6.2 The PRINCIPAL will be entitled to take all or any of the actions mentioned at para 6.1.1 to 6.1.9 of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offense as defined in Bhartiya Nyay Sanhita, 2024 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the PRINCIPAL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

#### 7. Fall Clause

7.1 The BIDDER undertakes that it has not supplied/ is not supplying similar product/ systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/ Department of the Government of India or PSU or any other Bank and if it is found at any stage that similar product/ systems or sub systems was supplied by the BIDDER to any other Ministry/ Department of the Government of India or a PSU or a Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the PRINCIPAL, if the contract has already been concluded.

#### 8. Facilitation of Investigation

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

#### 9. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the PRINCIPAL.

#### 10. Other Legal Actions

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

#### 11. Validity

- 11.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of the PRINCIPAL and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract, with the successful bidder by the PRINCIPAL.
- Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

<b>12.</b>	The parties here	eby sign this	s Integrity Pact at	on	

IN WITNESS WHEREOF, the Parties have signed and executed this Integrity Pact at the place and date first hereinabove mentioned in the presence of following witness:

Cianatura

Signature	Signature
(For & on behalf of the PRINCIPAL)	(For & on behalf of the BIDDER/ Contractor)
Office Seal	Office Seal
Name	Name
Designation	Designation
Witness 1:	
(Name & Address)	
Witness 2:	
(Name & Address)	

# ANNEXURE-VIII Checklist for Pre-Qualification Criteria

# TENDER FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING, ACMC FOR NOTE SORTER MACHINES AND BUY-BACK OF OLD/USED MACHINES

Checklist for Pre-Qualification Criteria				
Sr. No.	Criteria	Vendor Compliance		
1	Name of the Company/Address/Telephone Nos.			
2	Date of Incorporation/Registration	Document required Copy of Certificate of Incorporation/Registration		
3	The Bidder should have been in the line of Supply, Installation, Testing and Commissioning of 'NSM at least for last five years in India.	(Proof of date of incorporation / work order copy should be enclosed to verify the same).		
4	Bidder shall have a minimum annual turnover (Sales) of Rs. 2 Crore during each of the past three years as on March 31, 2024.	(CA certificate/ P & L account statement/Balance sheet to be given).		
	2021-22			
	2022-23			
	2023-24			
	The Bidder should be a profit making firm/company in India during the last 3 financial years ending March 2024.	(CA certificate/ P & L account statement/Balance sheet to be given).		
5	2021-22			
	2022-23			
	2023-24			
6	The Bidder should have successfully supplied & installed NSM's to Public Sector Banks including ADC Bank Ltd/ Commercial Banks / RBI/ Other PSUs/Financial Institutions during last 03 years ending March 31, 2024, as per the following:  a.) 40 NSMs during any one year of the last completed three years  or  b.) 24 NSMs during any two years of the last completed three years  or  c.) 20 NSMs during each year of the last completed three years.	(Work order copies, installation report & satisfactory certificate should be enclosed.)		
7	The Bidder should have support infrastructure for maintenance of NSMs through their competent engineers. The Bidder should have service set ups/network spread across Gujarat for such support manned by its own staff.	(Declaration with list of service set ups/network to be submitted along with List with address & contact details.)		

8	The Bidder should have supplied & installed NSMs with at least two Public Sector Banks/Private Sector Banks / Central Govt. /Central Autonomous Bodies/RBI / Other PSUs/Financial Institutions .	(Copy of LOI/WO/ Contract letter/ MOU should be enclosed).
9	The Bidder should be at least ISO 9001:2000 Certified company	
10	The Original Equipment Manufacturer (OEM) or theirs duly authorized representatives must not have been disqualified / blacklisted by RBI, any Public Sector Banks/Private Sector Banks / Central Govt. / Central Autonomous Bodies/ Other PSUs/Financial Institutions in last 5 years and shall their name be not figured in the IBA caution/negative list.	
11	Whether the Vendor is the manufacturer of authorized dealer (Copy of authorization certificate to be submitted)	
12	The model quoted by the bidders should have been released/operational in the market for at least one year (for which proof shall be furnished) confirming to the technical specifications.	Necessary document to verify the same to be submitted.
13	Authorization to bid from the manufacturer or dealer	
14	Declaration on Letter Head that the Company has never been involved in any illegal activities or financial frauds (Yes/No)	
15	Declaration on Letter Head that the Company has never been black listed.	(Yes/No)
16	Whether Annexure-IX & X filled up with full particulars	Yes/No (if no, please fill the same otherwise your application will not be considered)
17	Other information's applicant might like to give in support of the application	
18	Receipt of Deposit Rs.2.0 Lakh towards EMD. (Yes/No)	
19	Receipt of Deposit Rs. 2,360/- towards Tender Fee. (Yes/No)	

# ANNEXURE-IX

# **List of Clients**

(From whom works of supply of NSMs completed in the last three years)

Sr.No.	Details	Name of client	Name of client	Name of client
01	Complete postal address, fax and telephone numbers			
02	Name of the Bank, Location and address			
03	No. of Machines supplied			
04	Capacity of each machine			
05	Value of work			
06	Date of award of work			
07	Date of completion of work (Copies of Certificates)			
08	Delay if any, in completing the work			

(Add more columns in case of more than 3 clients.)

Please enclose the completion certificate given by Bank's.

# ANNEXURE-X

# **Detailed List of Branch Offices**

Location	Address	Name of Person and Contact No.	Email ID
	Location	Location Address	Location Address Name of Person and Contact No.

#### PART -B

#### PRICE/COMMERCIAL BID

#### 1. Note Sorter Machine (1+1) Pocket

Sr. No.	Description	Qty (Nos) (A)	Rate per unit (Rs.) (B)	tal Price (Rs.)( A X B)
A	Cost of Note Sorter Machines conforming to technical specification, scope of work and the intended purpose for Bank Branches.	24		
	Model No. (Please indicate the model no. and technical catalogue in support)			
Sr. No.	Particulars	Qty (No	ACMC Charger unit (Rs (B)	
В	Annual Comprehensive Maintenance Contract (ACMC) for Six years period payable yearly in advance after expiry of the warrantyperiod taxes will be paid extra at actual.			
1	ACMC – 1st year after warranty	24		
2	ACMC – 2nd year after warranty	24		
3	ACMC – 3rd year after warranty	24		
4	ACMC – 4th year after warranty	24		
5	ACMC – 5th year after warranty	24		
6	ACMC – 6th year after warranty	24		
	Total – B			
	Grand Total (A+B)			

- **1. Payment of Taxes** Price quoted should be inclusive of Duties, transportation, installation, Insurance etc. or any other charges. However, GST will be paid extra at actual.
- **2.** Warranty One year from the date of successful installation & commissioning.
- **3. Supply and Installation Period** Maximum **21** days from the date of PO

For the purpose of evaluation of lowest bid, ACMC of 6 years period will also be considered.

\*The number indicated is only indicative and it may change during the contract period

Place:	Signature:		
Date:	Name:	Seal of the firm	

#### PRICE/COMMERCIAL BID

#### 2. Note Sorter Machine (2+1) Pocket

Sr. No.	Description	Qty (Nos) (A)	Rate per unit (Rs.) (B)	Total Price (Rs.)( A X B)
A	Cost of Note Sorter Machines conforming to technical specification, scope of work and the intended purpose for Bank Branches.	15		
	Model No. (Please indicate the model no. and technical catalogue in support)		1	
Sr. No.	Particulars	Qty (Nos) (A)	ACMC Charges per unit ( <b>Rs.</b> ) ( <b>B</b> )	Total Price (Rs.)(A X B)
В	Annual Comprehensive Maintenance Contract (ACMC) for Six years period payable yearly in advance after expiry of the warrantyperiod taxes will be paid extra at actual.			
1	ACMC – 1st year after warranty	15		
2	ACMC – 2nd year after warranty	15		
3	ACMC – 3rd year after warranty	15		
4	ACMC – 4th year after warranty	15		
5	ACMC – 5th year after warranty	15		
6	ACMC – 6th year after warranty	15		
	Total – B			
	Grand Total (A+B)			

- **1. Payment of Taxes** Price quoted should be inclusive of Duties, transportation, installation, Insurance etc. or any other charges. However, GST will be paid extra at actual.
  - **2.** Warranty One year from the date of successful installation & commissioning.
  - 3. Supply and Installation Period Maximum 21 days from the date of PO

    For the purpose of evaluation of lowest bid, ACMC of 6 years period will also be considered.

    \*The number indicated is only indicative and it may change during the contract period

Place:	Signature:		
Date:	Name·	Seal of the firm	

## PRICE/COMMERCIAL BID

# 3.Buy-back Old/Used NSM's

Sr. No.	Description	Qty (Nos) (A)	Rate per unit (Rs.) (B)	Total Price (Rs.) (AXB)
A	Buy-back Cost of Old Used Note Sorter Machines (1+1) Pocket	24		
В	Buy-back Cost of Old Used Note Sorter Machines (2+1) Pocket	15		
	Grand Total (A+B+C)			

or any other charges. However, GST will be count extra on actual Rate.

Place: Signature:

**1.Payment of Taxes** Price quoted should be inclusive of Duties, transportation, Insurance etc.

Date: Seal of the firm